



Courier Combined Insurance

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Introduction

This is Your insurance Policy.

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

Your proposal form or the Statement of Fact, this Policy wording, Your Schedule, any endorsements, and the certificate of insurance (if applicable) are all part of the Policy and should be read together to avoid misunderstanding. They show which sections or sub-sections are in force and contain the details of Your cover.

Our acceptance of this risk is based upon the information You have presented to Us being a fair presentation of Your Business and that 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of Fact as failure to notify us of changes to Your Business which means that the information You originally provided no longer represents a fair presentation of the risk may invalidate the cover.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 the Schedule and Policy carefully. Make sure that they meet Your needs. If You have any queries or any information in the Schedule is incorrect please contact the insurance broker that arranged this Policy on Your behalf.

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 in the first year of insurance during the 14 days after the Contract has been concluded by giving notice in writing to Your insurance broker at the address shown in their correspondence or to Provego Underwriting’s address shown on the cover of this Policy. **This right does not apply at any subsequent renewal of the Policy.**

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 incident likely to give rise to a claim that has occurred during the 14-day period that has 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 £50 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.

You have no other rights to cancel the policy

We may cancel:

1. By giving not less than 15 days’ 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' notice in writing to You at Your last known address. 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 law & jurisdiction that applies to it. Unless otherwise stated in the Schedule, the Law of England and Wales shall apply and this contract shall be subject to English jurisdiction.

Interpretation

In this policy:

- (a) reference to any Act, statute or statutory provision shall include a reference to that provision as amended, re-enacted or replaced from time-to-time whether before or after the date of inception of this policy;
- (b) if any term, condition, exclusion or endorsement is found to be invalid or unenforceable the remainder of this policy shall remain in full force and effect;
- (c) the headings in this policy are for general reference only and shall not be considered when determining the meaning of this policy.

Complaints Procedure

If You have any complaints about Our service or Your Policy, please write initially with details to The Managing Director of Provego at Lasyard House, Underhill Street, Bridgnorth WV16 4BB, email info@provego.co.uk or call 01746 250027.

If Your complaint relates to a claim:

- for the Freight Liability Section, please call the claims helpline number shown in Your Schedule; and
- for the Combined Liability Section, please contact:

Broadspire
2nd Floor
Ashton House
499 Silbury Boulevard
Milton Keynes
MK9 2AH

Email: chaucer@broadspiretpa.co.uk
Tel: 01908 300454

What will happen if You complain:

- a) We or Provego will acknowledge Your complaint promptly and try to resolve it within five working days.
- b) Some cases may take a little longer to investigate, in which case We or Provego 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

Website: 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

Your Insurers:

The Freight Liability Section is underwritten by:

Intact Insurance UK Limited (No. 00093792). Registered in England and Wales at 22 Bishopsgate, London, EC2N 4BQ. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 202323). Intact Insurance UK Limited is part of Intact Financial Corporation.

The Combined Liability Section is underwritten by:

Chaucer Insurance Company DAC is authorised and regulated by the Central Bank of Ireland and registered in the Republic of Ireland. Registered office: 38 & 39 Baggot Street Lower, Dublin D02 T938, Ireland (number 587682).

Chaucer Insurance Company Designated Activity Company UK Branch (No. BR019729) is a branch of Chaucer Insurance Company Designated Activity Company, authorised by the Central Bank of Ireland, and subject to limited regulation by the Financial Conduct Authority.

You can check the status of Your insurers by looking on the FCA website at www.fca.org.uk and checking the FCA register. Otherwise You can call the FCA on 0800 111 6768



General Definitions applicable to all Sections:

Whenever the following words appear in the Policy or a Schedule, they shall be deemed to have the meaning defined below:

Endorsement

Any change in the terms or conditions of Your Policy that can extend or restrict the cover.

Period of Insurance

The period shown in the Schedule plus any extensions in the period which may be granted by Us.

Schedule

The document which identifies You, Your business and details of this Policy that are specific to You or any other person who is covered under this Policy.

Statement of Fact

A document issued to You by Provego Underwriting on Our behalf which confirms the information that You have provided to Us and the assumptions that We have made to provide Your quotation. If the information You have provided or any of the assumptions that We have made are incorrect, You must tell Us.

Provego Underwriting

The underwriting agency authorised by Us to issue this Policy and the Schedule on Our behalf.

We/ Us/ Our/ Insurer

The insurer shown in the Schedule. Each section of this Policy may have a different insurer. If that is the case the name of each insurer will be shown against the section where they provide cover.

You/ Your/ Insured

The person, company or organisation shown as insured in the Schedule to this Policy.

Freight Liability

Definitions

For the purposes of this Section of Your Policy the following expressions shall have the meanings set out below wherever they appear in the Section:

British Isles

Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, the off-shore islands and the Republic of Ireland.

CMR

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

Damage

Loss, destruction, damage or Theft including mis-delivery.

Data

Information represented or stored electronically including, but not limited to, code or series of instructions operating system software programs and firmware.

Employee

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

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.

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.

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.

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) .

Product Supplied

Any product or item (including containers, packaging or labelling) sold, supplied, erected, repaired, altered, treated, installed, processed, manufactured, tested, serviced, hired out, stored, transported, or delivered by, or through You, in the course of the Business in or from the United Kingdom

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) to whom Property is entrusted for reward by You or on Your behalf for the performance of the whole or part of the contract.

Terrorism

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

Theft

Theft or attempted theft.

Unattended

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

Virus or Similar Mechanism

Program, code, programming instruction or any set of instructions intentionally constructed with the ability to Damage, interfere with or otherwise adversely affect computer programs, Data or operations whether involving self-replication or not.

Conditions Applicable to the Freight Liability 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 loss and 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(s) 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 and such undeclared vehicles are not insured for freight liability elsewhere then 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. Precautions

You must:

1. maintain all property covered by this Policy in sound condition;
2. take reasonable precautions to prevent or cease any activity or to remedy any defect likely to give rise to a claim;
3. take all reasonable steps at Your expense to prevent or minimise loss, damage or accident by taking such additional precautions as the circumstances require.

Exceptions Applicable to the Freight Liability Section

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) which 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:
 - a) confiscation, requisition or order of any government or other officials or authorities other than Damage to Property whilst in or on a Vehicle which is being held by the police authorities during the investigation of a road traffic accident fatality.
 - b) any chemical, biological, bio-chemical or electromagnetic weapon.
- 5) 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.
- 6) for liability caused by or arising from the exercise by You of a lien whether contractual or otherwise.
- 7) for Theft of Property by deception by any person purporting to be a Subcontractor.
- 8) for Your liability beyond that under any applicable International Convention.
- 9) caused by or:
 - a) contributed to by, or arising from any Virus or Similar Mechanism.
 - b) arising from any malicious act resulting in any inability or failure to receive, send, access or use Data (for any time at all).
 - c) arising from any malicious creation, input, destruction, erasure, distortion, corruption, alteration, misinterpretation, misappropriation or use of Data.
- 10) for Damage to Property or any Indirect Loss directly or indirectly caused by, or arising from, or contributed to, by:

- a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
 - b) any consequence whatsoever resulting directly or indirectly from, or in connection with Terrorism regardless of any other contributory cause or event.
 - c) war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power or any consequence thereof regardless of any other contributory cause or event.
- 11) for any 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
 - b) Coronavirus disease (COVID-19)
 - c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)
 - d) any mutation of or variation of a), b) or c) above
 - e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation
 - 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.



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) Transhipment and other costs

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

- a) transhipping Property and/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 and/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.



Claims Conditions applicable to the Freight Liability Section

Notification

All claims and communications from third parties relating to any incident which may give rise to a claim must be notified to Us without unreasonable delay Using the contact details shown in the Schedule.

Your responsibilities

You must:

1. without unreasonable delay hold any subcontractor, bailee or other third party who may be liable in writing by way of a registered letter;
2. notify the police without unreasonable delay of any Theft, malicious damage or other crime involving Theft, vandalism or any malicious or criminal act;
3. not admit liability, offer to settle, compromise or make a payment in respect of any incident which may give rise to a claim under this Policy without Our prior written consent
4. assist Us as We may reasonably require for the purpose of dealing with any claim
5. not give clean receipts in the event You are presented with property that is in doubtful condition;
6. provide Us with the following information:
 - a. the policy number stated in the Schedule;
 - b. a completed claim form and freight invoice, and
 - c. delivery receipt or any other supporting documentation, and
 - d. a full description of the shipment, the type of loss and how the loss occurred, and
 - e. an estimate (if available) of the extent of loss, and
 - f. the exact location of the damaged property or equipment, including a person to contact plus telephone numbers and email addresses.

Our Rights

1. We reserve the right to take over absolute control and conduct in Your name the negotiation proceeding defence or settlement of any claim against or prosecute any claim in Your name for Our benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.
2. In the event of total loss of the property insured by this Policy We have the right to salvage. If We do not exercise that right You remain responsible for it and for its safe disposal
3. You or any insured person must allow Us to take in Your name or the name of any insured person 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

General Definitions applicable to the Combined Liability Sections:

For the purposes of the Combined Liability Section of Your Policy the following expressions shall have the meanings below whenever they appear in the Section:

Act of Terrorism

The actual or threatened

- a) use of force or violence against persons or Property, or
- b) commission of an act dangerous to human life of Property, or
- c) commission of an act that interferes with or disrupts an electronic or communication system undertaken by any person or group, whether or not acting on behalf of or in connection with any organisation, government power, authority or military force, when any of the following applies:
 - i. the apparent intent or effect is to intimidate or coerce a government or business, or to disrupt any segment of the economy, or
 - ii. the apparent intent or effect is to cause alarm, fright, fear of danger or apprehension of public safety in one or more distinct segments of the general public, or to intimidate or coerce one or more such segments, or
 - iii. the apparent intent or effect is to further political, ideological, religious or cultural objectives, or to express support for (or opposition to) a philosophy, ideology, religion or culture.

Bodily Injury

- a) death, illness or disease, or
- b) physical or mental injury, mental anguish or shock.

Business

Your business as described in the Schedule which shall include:

- a) the provision and management of catering, social, sports, educational, medical, dental and welfare organisations for the benefit of Your Employees and fire, security, first aid and ambulance services;
- b) repair or maintenance of vehicles or plant, owned or used by You;
- c) the ownership, repair, maintenance and decoration of Your premises;
- d) participation in exhibitions held in member countries of the European Union in connection with the Business specified in the Schedule;
- e) private work carried out by any of Your Employees (with Your consent) for any of Your directors, partners or senior officials.

Compensation

All sums which You become legally liable to pay as compensation and claimants costs and expenses, other than fines or penalties, punitive, exemplary or aggravated damages, or any additional damages resulting from the multiplication of compensatory damages.

Computer System

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

Contractual Liability

Liability which attaches by virtue of a contract or agreement, but only to the extent to which it would not have attached in the absence of such contract or agreement.

Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident

Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System

Damage

Loss of, damage to or destruction

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

Employee

- a) any person under a contract of service or apprenticeship with You;
 - b) any labour master or labour only subcontractor, or person supplied or employed by them;
 - c) any self-employed person working for and under Your control;
 - d) any person under a contract of service or apprenticeship with another employer who is hired to or borrowed by You;
 - e) a prospective employee, who is undergoing practical work experience, whilst being assessed by You as to their suitability for employment;
 - f) any person engaged under a work experience, government training or similar scheme;
 - g) any person who is an outworker or home worker, employed under a contract to personally carry out work in connection with the Business, while they are engaged in that work;
 - h) any person who is a voluntary helper while working under Your supervision and control
- and in connection with the Business.

Excess

The total amount payable by You, or any other person entitled to reimbursement, in respect of any Damage to Property arising out of any one event, or all events of a series or attributable to one source or original cause, before We shall be able to make any payment.

Limit of Indemnity

The limit as specified in the Schedule is the maximum amount payable by Us.

With regard to the Employers Liability and Public Liability Sections, the Limit of Liability shall apply to the total sum of all claims arising out of one originating cause, irrespective of the number of claims or claimants.

With regard to the Products Liability section, the Limit of Liability shall apply as an aggregate limit in respect of the total sum of all claims, regardless of the number of Events occurring during the Period of Insurance.

Pollution

- a) the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic or hazardous chemicals, liquids or gases, or waste materials, or other irritants, contaminants or pollutants, into or upon buildings, structures, land, water or the atmosphere, and
- b) all loss, Damage to Property, or Bodily Injury, directly or indirectly caused by or arising from such pollution or contamination as described in a) above.

Product Supplied

Any product or item (including containers, packaging or labelling) sold, supplied, erected, repaired, altered, treated, installed, processed, manufactured, tested, serviced, hired out, stored, transported, or delivered by, or through You, in the course of the Business in or from the United Kingdom.

Property

Material or physical property.

United Kingdom

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Employers' Liability Section

1.1 What is Covered

In the event of Bodily Injury sustained by any Employee, which arises out of and in the course of their employment by You within the Business, and occurring during the Period of Insurance:

- (a) within the United Kingdom; or
- (b) elsewhere in the world in respect of temporary non-manual visits by any Employee normally resident in the United Kingdom

We will reimburse You in respect of Compensation arising out of such event.

1.2 What Is Not Covered

This policy does not apply to or include cover for or arising out of or relating to:

1.2.1 Road Traffic Act

Bodily Injury to an Employee in circumstances where compulsory insurance, or security, is required by Road Traffic Act legislation.

1.2.2 Offshore

Bodily Injury to an Employee from the time of embarkation by that Employee, onto a conveyance at the point of final departure to an offshore rig or offshore platform, until disembarkation by that Employee from a conveyance onto land, upon return from an offshore rig or offshore platform.

1.2.3 Workman's Compensation, Social Security or Health Insurance Legislation

any amount payable under workman's compensation, social security, or health insurance legislation.

1.3 Conditions

1.3.1 Limit of Liability

Our liability for Compensation shall not exceed the Limit of Indemnity, provided that:

- (a) the Limit of Liability shall not exceed GBP 5,000,000 (not as otherwise shown in the Schedule) in the event of an Act of Terrorism.
- (b) the Limit of Liability shall not exceed GBP 5,000,000 (not as otherwise shown in the Schedule) in respect of any event arising or resulting from, or in any way involving asbestos, or any materials containing asbestos, in whatever form or quantity.
- (c) unless otherwise stated in this policy or any following Endorsement, any costs and expenses in respect of which a reimbursement is provided by Clause 4.1 – Defence Costs and Expenses, will be inclusive and not in addition to the Limit of Liability.

1.3.2 Employers' Liability Compulsory Insurance

The cover granted by this Section is in accordance with the provisions of any law, enacted in the United Kingdom, relating to compulsory insurance of liability to Employees. If, however, We pay any sum which would not have been paid but for the provisions of such law, You shall repay such sum to Us.

1.3.3 Unsatisfied Court Judgements

In the event that:

- (a) a judgment for damages is obtained against any company or individual, operating from premises within the United Kingdom, by any Employee in respect of Bodily Injury caused during any Period of Insurance, arising out of and in the course of their employment by You in the Business, and
- (b) it remains unsatisfied, in whole or in part, six (6) months after the date of such judgment We will reimburse the Employee or their personal representative, up to the Limit of Liability, for the amount of damages and awarded costs which remain unsatisfied, as long as:
 - (i) there is no appeal outstanding;
 - (ii) any payment made by Us shall only be in respect of Bodily Injury which would otherwise be within the scope of cover of this Section;
 - (iii) any payment made by Us shall only be in respect of liability for which You would have been entitled to reimbursement under this Section, if the judgment had been made against You; and
 - (iv) We shall be entitled to take over and prosecute, for the Our own benefit, any claim against any other party and You, the Employee, or their personal representatives shall give all information and assistance required.

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Public Liability Section

2.1 What Is Covered

2.1.1 Insuring Clause

In the event of accidental:

- (a) Bodily Injury to any person;
- (b) Damage to Property;
- (c) obstruction, trespass, nuisance, or interference with any right of way, air, light or water, or other easement; or
- (d) wrongful arrest, wrongful detention, false imprisonment or malicious prosecution occurring during the Period of Insurance:
 - (i) within the United Kingdom;
 - (ii) elsewhere in the world (other than the United States of America or Canada) arising out of business visits by directors or non-manual Employees normally resident in the United Kingdom
 - (iii) and arising from and in the course of the Business, We will reimburse You in respect of Compensation arising out of such event

2.1.2 Motor Vehicles

Exclusion 2.2.2(c) shall not apply to liability caused by or arising from:

- (a) the use of plant as a tool of trade at Your premises, or on any site at which You are working;
- (b) the loading or unloading of any vehicle, or the bringing to or taking away of a load from any vehicle
- (c) Damage to any building, bridge, weighbridge, road, or to anything beneath caused by vibration, or by the weight of any vehicle or its load.

Provided that We shall not provide reimbursement against liability:

- (i) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle; or
- (ii) for which reimbursement is provided by any other insurance

2.1.3 Motor Contingent Liability

Exclusion 2.2.2(c) shall not apply and We will, within the terms of this Section, reimburse You, and no other for the purpose of this Clause 2.1.3 only, in respect of liability for Bodily Injury, or Damage to Property, caused by or arising from any motor vehicle or trailer attached thereto (not belonging to or provided by You) whilst being used in the course of the Business.

Provided that We shall not provide reimbursement against liability in respect of Damage:

- (a) to any such vehicle, or trailer, or Property conveyed in or on such vehicle or trailer;
- (b) for which reimbursement is provided by any other insurance and/or;
- (c) caused or arising whilst such vehicle or trailer is:
 - (i) engaged in racing, pace-making, reliability trials, or speed testing, or
 - (ii) being driven by You, or
 - (iii) being driven with Your or Your representative's general consent, by any person who, to Your or Your representative's knowledge, does not hold a licence to drive such vehicle, unless such person has held and is not disqualified from holding or obtaining such a licence, or
 - (iv) being used elsewhere than in the United Kingdom.

2.1.4 Movement of Obstructing Vehicles

Exclusion 2.2.2(c) shall not apply to liability caused by or arising from any vehicle (not owned or hired by or lent to You) being driven by You, or by any Employee with Your permission, whilst such vehicle is being moved for the purpose of allowing free movement of any vehicles or pedestrians.

Provided that:

- (a) movements are limited to vehicles parked on or obstructing Your premises, or any site at which You are working;
- (b) the vehicle causing obstruction will not be driven by any person, unless such person is competent to drive the vehicle;
- (c) the vehicle causing obstruction is driven by use of the owner's ignition key;
- (d) We shall not provide reimbursement against liability:
 - (i) in respect of Damage to such vehicle;
 - (ii) in respect of which compulsory insurance or security is required under any legislation governing the use of a vehicle.

2.1.5 Defective Premises Act

The cover provided by this Section shall extend to reimburse You in respect of liability arising from Section 3 of the Defective Premises Act 1972, or Section 5 of the Defective Premises (Northern Ireland) Order 1975, in connection with any premises previously owned or occupied by You for purposes pertaining to the Business and which have since been disposed of by You.

Provided that We shall not provide reimbursement against liability:

- (a) for which cover is provided by any other insurance;
- (b) for the costs of remedying any defect or alleged defect in such premises.

2.1.6 Leased or Rented Premises

Exclusion 2.2.4(b) shall not apply and We will reimburse You in respect of liability for Damage to premises (including their fixtures and fittings) leased or rented to You.

Provided that We shall not provide reimbursement against:

- (a) Contractual Liability;
- (b) the first GBP 500 of each and every occurrence of Damage to Property caused other than by fire or explosion.

2.1.7 Buildings Temporarily Occupied

Exclusion 2.2.4(b) shall not apply to liability for Damage to buildings (including contents therein), which are not owned leased or rented by You, but are temporarily occupied by You for the purpose of maintenance, alteration, extension, installation or repair

2.1.8 Overseas Personal Liability

We will, within the terms of this Section, reimburse:

- (a) You;
- (b) at Your request:
 - (i) Your director, partner, or Employee, or
 - (ii) any spouse or child of the persons stated in Clause (a) and (b) above, who are accompanying such persons in respect of liability incurred by such persons in a personal capacity,

in connection with an event occurring in a country outside of the United Kingdom, whilst on a temporary visit to such country in connection with the Business.

Provided that:

- (i) any person entitled to reimbursement under this Clause 2.1.8 shall, as though they were You, be subject to the terms and conditions of this policy insofar as they can apply;
- (ii) nothing in this Clause 2.1.8 shall increase Our liability to pay any amount exceeding the Limit of Liability, regardless of the number of person(s) claiming to be covered;
- (iii) We shall not provide reimbursement against:
 - (1) any Contractual Liability, or
 - (2) liability for which cover is provided by any other insurance, or
 - (3) liability in respect of Damage to Property belonging to, or in the custody or under the control of any person entitled to reimbursement under this Clause 2.1.8, or

- (4) liability in respect of Bodily Injury to any person entitled to reimbursement under this Clause 3.1.8 or
- (5) the ownership or occupation of land or buildings, or
- (6) the carrying on of any business, profession, trade or employment, or
- (7) the ownership, possession, or use of animals, other than horses or domestic dogs or cats.

2.1.9 Data Protection Act

The cover provided by this Clause 2.1.9 shall extend to apply in respect of Compensation for damages arising out of any claim under Section 168 of the Data Protection Act 2018, or its equivalent or successor legislation in the United Kingdom, not otherwise insured under this Policy.

Cover in respect of such claims shall be available only under the terms and conditions of this extension and nowhere else in this Policy.

Provided that:

- (a) Our liability under this Clause 2.1.9 for Compensation, costs and expenses, shall not exceed the amount stated as the Limit of Liability in the Schedule;
- (b) You have paid the correct amount of data protection fee where required by the Data Protection (Charges and Information) Regulations 2018 or its equivalent.
- (c) We shall not provide reimbursement against:
 - (i) liability caused by or arising from a deliberate act or omission of any person entitled to reimbursement under this Clause 2.1.9, if the result of such act or omission could have been expected the person covered having regard to the nature and circumstances of such act or omission;
 - (ii) the costs of replacing, reinstating, rectifying, or erasing any personal data as defined by the Data Protection Act 2018;
 - (iii) liability caused by or arising from the recording, processing or provision of data for reward, or for the determining of the financial status of a person;
 - (iv) for fines or penalties caused by or arising from the breach of privacy rules and legislation, including the Data Protection Act 2018, whether Your liability arises directly or indirectly;
 - (v) against liability in respect of Bodily Injury or Damage to Property.

2.2 What Is Not Covered

This policy does not apply to or include cover for or arising out of or relating to:

2.2.1 Injury to Employees

Bodily Injury to any Employee, arising out of and in the course of employment by You in the Business.

2.2.2 Liability involving Transport Owned by You

the ownership, possession or operation by You, or on Your behalf, of any:

- (a) airlines, aircraft, aerodromes, airports, or aviation risks, spacecraft, launch sites or other space risks; or
- (b) hovercraft or watercraft, other than hand propelled watercraft or other watercraft not exceeding 8 (eight) metres in length; or
- (c) mechanically propelled vehicles:
 - (i) for which compulsory insurance, or security, is required under any legislation governing the use of the vehicle, or
 - (ii) where cover is provided by any other insurance

2.2.3 Products

any Product Supplied, after it has ceased to be in Your or Your Employees' custody or control, other than food or drink for consumption on Your premises or in Your vehicle.

2.2.4 Damage to Property

Damage to Property:

- (a) belonging to You, or
- (b) in Your or Your Employees' custody or control, other than personal effects (including vehicles and their contents) of any of Your visitors, passengers, directors, partners or Employees, or
- (c) being that part of any Property on which You, or Your Employee or agent, is or has been working, where the Damage arises out of such Conditions

2.3 Conditions

2.3.1 Limit of Liability

Our liability for Compensation shall not exceed the Limit of Liability as shown in the Schedule.

Unless otherwise stated in this policy or any following Endorsement, any costs and expenses in respect of which reimbursement is provided by Clause 4.1 – Defence Costs and Expenses, will be inclusive and not in addition to the Limit of Liability.

2.3.2 Excess

We shall not provide reimbursement against liability for the Excess stated in the Schedule, other than in respect of Damage to premises (including their fixtures and fittings) leased or rented to You.

Products Liability Section

3.1 What Is Covered

3.1.1 Insuring Clause

In the event of accidental:

- (a) Bodily Injury to any person; and/or
- (b) Damage to Property;

occurring during the Period of Insurance anywhere in the world and caused by any Product Supplied, We will reimburse You in respect of Compensation arising out of such event.

3.1.2 Consumer Protection Act

We will reimburse You and, at Your request, any of Your directors, partners or Employees, in respect of legal costs and expenses, incurred with Our written consent, in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987, including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection with such proceedings.

Provided that:

- (a) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the Business;
- (b) We shall not provide reimbursement in respect of:
 - (i) fines or penalties of any kind; or
 - (ii) any circumstances for which cover is provided by any other insurance; or
 - (iii) proceedings arising from a deliberate act or omission of any person entitled to cover under this Clause 3.1.2, if the result of such act or omission could have been expected, having regard to the nature and circumstances of such act or omission; or
 - (iv) proceedings arising out of any activity or risk excluded from this policy.
- (c) the director, partner or Employee shall, as though they were You, be subject to the terms conditions exclusions and limitations of this policy.

3.2 What Is Not Covered

This policy does not apply to or include cover for or arising out of or relating to:

3.2.1 Damage to Products Supplied

Damage to, or the costs or expenses of recalling, repairing, replacing, altering, removing, rectifying, reinstating, or making any refund in respect of any Product Supplied caused by or arising from:

- (a) a defect in, or the harmful nature or the unsuitability of such Product Supplied, or
- (b) an error or fault in connection with the supply or presentation of such Product Supplied.

3.2.2 Your Custody or Control

any Product Supplied whilst in Your or Your Employees' custody or control.

3.2.3 Aviation Products

any Product Supplied, which to Your knowledge, is for:

- (a) use in or on any aircraft, or aero spatial device; or
- (b) aviation or aero spatial purposes; or
- (c) use in the safety or navigation of any sort.

3.2.4 Jurisdiction

any action brought against You, in any country not being a member of the European Union, where You have a branch, or a parent or subsidiary company, or is represented by a person or company holding Your power of attorney.

3.2.5 United States or America or Canada

any Product Supplied which, to Your knowledge, is for use in or supply to the United States of America or Canada.

3.3 Conditions

3.3.1 Limit of Liability

Our liability for Compensation shall not exceed the Limit of Liability as shown in the Schedule.

Unless otherwise stated in this policy or any following Endorsement, any costs and expenses in respect of which reimbursement is provided by Clause 4.1 – Defence Costs and Expenses, will be inclusive and not in addition to the Limit of Liability.

3.3.2 Excess

You shall provide reimbursement against liability for the Excess stated in the Schedule.

Combined Liability Extensions of Cover

Sections 1 to 3 of the Combined Liability Part of Your Policy are subject to the following extensions except where stated below.

4.1 Defence Costs and Expenses

We will provide reimbursement in respect of all:

- (a) costs incurred, with Our written consent, in respect of legal representation at any:
 - (i) coroner's inquest, or other inquiry in respect of any death;
 - (ii) proceedings in any court, in respect of any act or omission causing, or relating to, any occurrence;
- (b) other costs and expenses, incurred with Our written consent, in relation to any matter which may be the subject of reimbursement under any Section of this policy.

4.2 Legal Expenses Arising from Health and Safety Legislation

In the event of:

- (a) any act or omission, or alleged act or omission, leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974, Corporate Manslaughter and Corporate Homicide Act 2007, or similar legislation in the United Kingdom and/or;
- (b) an incident which results in an enquiry ordered under the Health and Safety inquiries (Procedure Regulations 1975)

We will provide reimbursement, up to an amount not exceeding GBP 5,000,000, against legal fees and expenses incurred in representing You in such proceedings, including an appeal against the result of such proceedings, as long as the proceedings relate to an act, omission, incident, or alleged act, omission or incident, which has been committed during the Period of Insurance, within the United Kingdom and in the course of the Business.

4.3 Costs of Court Attendance

In the event of any of the persons mentioned below attending court as a witness at Our request, in connection with a claim in respect of which You are entitled to reimbursement under this policy, We will reimburse You, at the following rates per day, for each day on which attendance is required:

- (a) any of Your directors or partners – GBP 250;
- (b) any Employee – GBP 100.

4.4 Cover for Other Persons

We will also reimburse, as if a separate policy had been issued to each:

- (a) Your legal personal representatives, or of any other person entitled to reimbursement under this policy, but only in respect of liability incurred by You or by such other person;

- (b) under the Employers' Liability and Public Liability Sections any person, employer, firm, company, ministry or authority for whom You are carrying out a contract or agreement for the performance of work, but only to the extent required by the contract or agreement for work;
- (c) any owner of plant hired to You, but only to the extent required by the conditions of the contract or agreement of hire;
- (d) at Your request:
 - (i) any officer or member of Your catering, social, sports, educational, medical, dental and welfare organisations, and fire, security, first aid and ambulance services, in their respective capacity as such, but not any medical or dental practitioner in respect of medical or dental services provided;
 - (ii) any of Your directors, partners or Employees, while acting in reimbursement under this policy if the claim for which reimbursement is being sought had been made against You.

Provided that:

- (1) any persons specified above shall, as though they were You, be subject to the terms conditions exclusions and limitations of this policy;
- (2) nothing in this Clause 4.4 shall increase Our liability to pay any amount exceeding the Limit of Liability of the operative Section, regardless of the number of persons claiming to be covered.

4.5 Cross Liabilities

If You comprise of more than one party, We will, under the Public and Products Liability Sections, provide reimbursement to each such party in the same manner and to the same extent as if a separate policy had been issued to each of them.

Provided that nothing in this Clause 4.5 shall increase Our liability to pay any amount exceeding the Limit of Liability of the operative Section, regardless of the number of persons claiming to be covered.

What Is Not Covered under the Combined Liability Sections

All the individual Combined Liability Sections are subject to the following exclusions except where stated below.

This policy does not apply to or include cover for or arising out of or relating to:

5.1 Radioactive Contamination

- (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.

5.2 War and Similar Risks

- (a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power, or confiscation, nationalisation, requisition, or Damage to Property by, or under the order of any government or public authority;
- (b) Act of Terrorism;

or any action taken in controlling, preventing, suppressing or in any way relating to any of the above.

Exclusion 5.2(b) shall not apply to the Employers' Liability Section.

5.3 Contractual Liability

- (a) under the Public Liability Section against Contractual Liability unless the sole conduct and control of claims is vested in Us, but We shall not in any event provide reimbursement in respect of liquidated damages or liability under any penalty clause;
- (b) under the Products Liability Section against Contractual Liability, other than liability arising out of a condition or warranty of goods implied or imposed by statute.

This exclusion shall not apply to the Employers' Liability Section.

5.4 Pollution

- (a) Pollution;
- (b) for the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances

unless arising from Pollution which is 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 and provided that:

- (i) all Pollution which arises out of such incident shall be treated as having occurred at the time such incident takes place;

- (ii) Our liability, for all Compensation under the Public Liability and Products Liability Sections, payable in respect of all Pollution which is treated as having occurred during any one Period of Insurance, shall not exceed, in the aggregate, the Limit of Liability for the Public Liability Section (or the Products Liability Section if the Public Liability Section is not operative).

This exclusion shall not apply to the Employers' Liability Section

5.6 Advice for a Fee

advice, design or specification provided, or professional services rendered, by You or on Your behalf for a fee.

This exclusion shall not apply to the Employers' Liability Section.

5.7 Asbestos

asbestos, or any materials containing asbestos, in whatever form or quantity.

This exclusion shall not apply to the Employers' Liability Section.

5.8 Cyber and Data Liability

Notwithstanding any provision to the contrary within this policy or any endorsement thereto this policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

- (a) Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident; or
- (b) loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any Data, including any amount pertaining to the value of such Data; regardless of any other cause or event contributing concurrently or in any other sequence thereto.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect. This endorsement supersedes any other wording in the policy or any endorsement thereto having a bearing on a Cyber Act, Cyber Incident or Data, and, if in conflict with such wording, replaces it.

If We allege that by reason of this endorsement that loss sustained by the Insured is not covered by this policy, the burden of proving the contrary shall be upon the Insured

This exclusion shall not apply to the Employers' Liability Section

5.9 Jurisdiction

any claim brought against You within the jurisdiction of the United States of America or Canada, or in any country or territory which operates under the laws of the United States of America or Canada, or in respect of any order made anywhere in the World to enforce a judgment, award or settlement in respect of any such claim.

5.10 Communicable Disease Exclusion

Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- (a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- (b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- (c) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage

This exclusion shall not apply to the Employers' Liability Section.

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Claim Conditions applicable to the Combined Liability Section

All the individual Combined Liability Sections are subject to the following exclusions except where stated below.

6.1 Important Conditions

This Section of the policy explains Your responsibilities when making a claim under the policy. If the conditions listed below are not followed, then a claim may not be paid, may be reduced or may be treated as invalid.

6.2 Practical Care

You shall take all practical care:

- (a) to prevent any event which may give rise to a claim under this policy;
- (b) to maintain the premises, plant Your vehicles and everything used in the Business in proper repair;
- (c) in the selection and supervision of Employees;
- (d) to comply with all statutory and other obligations, and regulations imposed by any authority;
- (e) to make good, or remedy, any defect or danger which becomes apparent and take such additional precautions that may be required.

6.3 Notice

You, or Your personal representatives, shall give notice to Us, as soon as practicably possible, after any event which may give rise to liability under this policy, with full particulars of such event. Every claim, notice, letter or writ or process, or other document served on You, shall be forwarded to Us as soon as practicably possible. Notice shall also be given to Us as soon as practicably possible, by You, of any impending prosecution, inquest or fatal inquiry in connection with any such event

If You want to make a claim under this policy, You should provide notice to Us using the details stated in the Schedule under Notification of a Claim or Circumstance.

6.4 Conduct of Claims

No admission, offer, promise, payment or reimbursement shall be made or given by You or on Your behalf, without Our written consent.

We shall be entitled, if We so desire, to take over and conduct, in Your name, the defence or the settlement of any claim and to prosecute, in Your name, for Our own benefit any claim for reimbursement, or damages, or otherwise against all other parties or persons.

We shall have full discretion in the conduct of any proceedings and in the settlement of any claim against You, and You shall give all such information and assistance as We may require.

General Conditions applicable to the Combined Liability Sections

All the individual Combined Liability Sections are subject to the following exclusions except where stated below

7.1 Premium Adjustment

Where the premium is provisionally based on Your estimates, You shall keep accurate records and, within ninety (90) days of the expiry of the Period of Insurance, declare such particulars as We may require. The premium shall then be adjusted by Us at the rate agreed and any difference paid by or allowed to You as the case may be. Where such estimates include remuneration to Employees, the required declaration shall also include remuneration to all persons defined as employees by this policy. Failure to declare such particulars to Us shall entitle Us to estimate, if We so wish, such particulars and to assess further premium payment due calculated on such estimated particulars.

7.2 Discharge of Liability

We may at any time at Our sole discretion:

- (a) under the Employers' Liability Section, pay to You the Limit of Liability (less any sum or sums already paid in respect of Compensation and less other costs and expenses already paid or incurred prior to such payment) or any lesser sum for which the claim, or claims against You can be settled and We shall not be under any further liability in respect of such claim or claims;
- (b) under the Public Liability and Products Liability Sections, pay to You the Limit of Liability (less any sum or sums already paid in respect of Compensation) or any lesser sum for which the claim, or claims against You can be settled and We shall not be under any further liability in respect of such claim or claims, except for other costs and expenses for which We may be responsible incurred prior to such payment.

In the event that a settlement is made with any party in excess of the Limit of Liability, Our liability, under the Public Liability and Products Liability Sections, for costs and expenses under Clause 4.1 – Defence Costs and Expenses, shall be in the same proportion that the Limit of Liability bears to the sum which would be payable by Us but for the Limit of Liability.

7.3 Excess

If any payment made by Us includes any amount for which You or any other person entitled to reimbursement is responsible, such amount shall be repaid to Us as soon as practicably possible.

7.4 Several Liability

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations

General Conditions Applicable to all sections of the Policy

Contribution

Where a claim under Your Policy is, or would but for the existence of this Policy, be covered by any other insurance We will only indemnify You in respect of any amount beyond that which would have been payable under such other insurance had this Policy not existed.

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 the 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 the 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.

Fraud

- 1 If You or anyone acting on Your behalf:
 - a) knowingly makes a fraudulent or exaggerated claim under Your Policy;
 - b) knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine); or
 - c) knowingly submits a false or forged document in support of a claim (whether or not the claim itself is genuine),
- 2 We may:
 - a) refuse to pay the claim;
 - b) recover from You any sums We have paid to You in respect of the claim;
 - c) by notice to You treat the Policy as having been terminated from the date of the fraudulent act.

If We exercise Our right under 2c., We shall not be liable for any claims made after the fraudulent act and need not return any of the premium paid. This shall not affect the cover provided under the policy for any other Insured Person.

Nothing in these clauses is intended to vary the position under the Insurance Act 2015.

Notification of Changes

You must notify Us without unreasonable delay of any matters which might affect the risks covered by Your Policy.

Any failure by You to tell Us without delay of any changes to the information confirmed on Your Statement of Fact or the Schedule may result in the wrong terms being quoted, a claim being rejected or reduced, or Your Policy being invalidated.

Observance

Our liability is conditional upon the observance of the terms of Your Policy relating to anything to be done or complied with by You except in so far as is necessary to comply with any legislation enacted in the United Kingdom relating to compulsory insurance of legal liabilities

Third Party Rights

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



Fair Processing

How we use your Information

Provego Limited, Intact Insurance UK Limited (Intact Insurance) and Chaucer Insurance Company DAC 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 Limited and your rights in relation to your information please see our Privacy Policy – <http://www.provego.co.uk/privacy-policy>

For further information on how your information is used by Intact Insurance and your rights in relation to your information, please see their Privacy Policy – www.intactinsurance.co.uk/privacy-notice

For further information on how your information is used by Chaucer Insurance Company DAC please see their Privacy Policy - <https://www.chaucergroup.com/privacy-cookie-policy>

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, including:

- 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 Provego Underwriting Group

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 Policy 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 policy or the information we hold about you. You can do this by writing to The Managing Director, Provego Underwriting, Lasyard House, Underhill Street, Bridgnorth WV16 4BB or by email to info@provego.co.uk.

If you have any questions about Chaucer Syndicates Limited (on behalf of the underwriting members of Lloyd's Syndicate 2088) privacy policy they can be contacted at ComplianceEnquiries@chaucergroup.com