



Courier Package

Policy Wording

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Policy Wording

Welcome

Welcome to **your** Courier Package Insurance Policy Wording.

This **Policy** offers protection for the sums **You** become legally liable to pay and **Defence Costs** incurred for **Injury** or **Damage** which arise out of or in connection with **Your Business**. The **Schedule** will confirm which sections of cover apply and the **Limit of Indemnity** applicable to those sections.

If **You** have any questions about **Your Policy** or would like to make any changes to the cover provided, please contact the broker who arranged **Your Policy**.

Certain words and phrases in this document have special meanings. These are highlighted in **bold** and Capitalised and they are explained in the 'Definitions' Section of this document.

The Insurance Contract

This **Policy** Wording, the **Schedule** and any **Endorsements** attached to these documents form the contract of insurance between **You** and **Us**. They should be read together as if they are one document. In return for the payment of the insurance premium and subject to the terms and conditions of **Your Policy**, **We** will provide the cover explained in **Your Policy** documentation for the duration of **Your Policy**.

Claims Helpline

Should **You** need to report or make a claim to **Us**, please contact **Our** specialist claims handlers whose details are below. **You** may if **You** wish also advise **Your** broker to do this on **Your** behalf.

In respect of all Sections:

Woodgate and Clark Limited

Address: 42 Kings Hill Avenue, West Malling, Kent, ME19 4AJ

Telephone: +44 (0) 1732 520273

Out of office hours: +44 (0) 1732 520270

Email: new.claims@woodgate-clark.co.uk

Definitions

Words and phrases have the meaning shown below where they appear in bold.

ADR regulations

European Agreement concerning the International Carriage of Dangerous Goods by Road. Full details found at <https://unece.org/transportdangerous-goods/adr-2017-files>

Asbestos

Asbestos fibres or particles including any derivatives of asbestos, or any materials containing asbestos, asbestos fibres or particles including any derivatives of asbestos.

Business

Your business specified in the **Schedule**

CMR Convention

Convention on the Contract for the International Carriage of Goods by Road. Full details found at https://unece.org/DAM/trans/conventn/cmr_e.pdf

Contractual Liability

Liability accepted by **You** through a contract but which would not be applicable in the absence of a contract.

Damage

Accidental physical loss or destruction of or damage to the **Property Insured** including theft and misdelivery.

Defence Costs

Legal costs and expenses incurred by **you** (with **our** prior consent) for the investigation and defence of a claim.

Employee / Person Employed

- a) a person under a contract of service or apprenticeship with **You**;
- b) labour master and persons supplied by them;
- c) labour only sub-contractors;
- d) a self-employed person working for and under **Your** control;
- e) a person hired or borrowed by **You**;
- f) a person undertaking study or work experience or youth training scheme with **You**; and
- g) voluntary workers or volunteers whilst working for **You** in connection with **Your Business**.

Endorsement(s)

A change in the terms and conditions of this insurance agreed by **You** and **Us**. **Endorsements** which apply to **Your** insurance (if any) will be shown in the **Schedule**.

Excess

The amount **You** will have to pay towards each separate claim as stated in the **Schedule**.

Financial Loss

Monetary loss unaccompanied by **Injury** or **Damage**.

Full Responsibility

An agreement between **You** and **Your** customer in which **You** accept full liability for any loss or **Damage** to **Property Insured**

General Average Act

An act where any extraordinary sacrifice or expenditure is voluntarily and reasonably made or incurred following for the purpose of preserving the property imperilled in the common adventure.

Indirect Loss

Any loss which happens as a result of, or is a side effect of, an event for which **You** are insured.

Injury

Physical bodily injury including accidental death, disease or illness, wrongful arrest, detention, or false imprisonment.

Insured Territories

The United Kingdom, the Channel Islands and the Isle of Man.

Occurrence

An accident including continuous or repeated exposure to substantially the same general conditions which results in **Injury** or **Damage** which is neither expected or intended by **You**.

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.

Period of Insurance

The period specified in the **Schedule** and any additional period agreed by **Underwriters** as provided in any **Endorsement**, or until cancelled.

Policy

The entirety of the **Policy**, the **Schedule** and/or any **Endorsements** or amendments (whether or not such **Endorsements** or amendments are agreed prior to the **Policy** of insurance coming into force or at any time thereafter).

All references to the terms, conditions and exclusions of the **Policy** will be considered as referring to the entire **Policy**.

Property Insured

Goods or property not owned by **You**, to the extent they are included in the **Schedule**, which you are carrying for reward.

Proposal

Any information provided by **You** (or on **Your** behalf) or any declaration made by **You** (or on **Your** behalf) in connection with the **Policy**, whether by means of a formal proposal or otherwise.

Schedule(s)

The document showing **Your** name, the **Premises**, the **Sums Insured**, the **Period of Insurance** and the sections of this insurance which apply.

Sub-Contractor

Any carrier, including their employees, contracted by **You** to carry **Property Insured** on behalf of **Your** customer.

Sum(s) Insured / Limit of Indemnity

The sum or limit specified in the **Schedule** as applying to the relevant Section of this **Policy** or items insured.

Theft Attractive Goods

The following **Property Insured**:

- a) Bottled wines and spirits;
- b) Cigars, cigarettes, and tobacco excluding raw leaf tobacco;
- c) Non-ferrous metals in raw, scrap, bar, ingot, or similar form;
- d) Furs, skins, clothing and ready-made garments, footwear, fashion accessories;
- e) Mobile phones and similar associated goods and accessories;
- f) Audio/Visual equipment;
- g) Computer equipment or associated software and accessories;
- h) Photographic equipment and accessories;
- i) Perfumes and scents.

Transit

The transportation of **Property Insured**, within your custody or control, from one location to another including loading and unloading, and temporary storage on the **Vehicle**.

Unattended

When **Your Vehicle** or a trailer is left without one of **Your Employees** in sight of it and able to take some action to prevent a theft from it.

Vehicle(s)

Motor vehicles with no fewer than 4 wheels and not exceeding 7.5 maximum authorised mass (MAM) and excluding flatbed vehicles.

We/Us/Our/Underwriters

For section A – Canopus Managing Agent Limited, Syndicate 4444 at Lloyd's.

For sections B and C - Axis Managing Agency Ltd/Axis syndicate 1686 at Lloyd's.

You / Your / Insured

- a) the person, persons or corporate body named in the **Schedule**; and
- b) **Your** subsidiary companies notified to **Us** and expressly accepted by **Us** as covered under this **Policy**.

Provided that the number of parties claiming an indemnity will in no way operate to increase the applicable **Limit of Indemnity** or any other limit under this **Policy**.

Section A – Goods In Transit

The following cover applies only if the **Schedule** shows that it is included.

Cover

Underwriters agree that if during the **Period of Insurance**, an item of **Property Insured** in **Transit** sustains **Damage**, then following a valid claim under this **Policy** **Underwriters** will pay **You** for:-

- i) **Property Insured** for which **You** have accepted **Full Responsibility** for **Damage** whilst in **Transit** and in **Your** custody or control.
- ii) **Property Insured** for which **You** have accepted **Contractual Liability** for **Damage** whilst in **Transit** and in **Your** custody or control.
- iii) Liability as per the conditions of carriage for TNT, FedEx, Parcelforce, DHL, Yodel, Amazon, DPD, and UK Mail at the time of **Transit**

Extensions to this Section

This Section cover is extended to include:

- a) Common Law Contingency Cover – up to the **Sum Insured** for any one occurrence, or series of occurrences with one identifiable cause, for any liability **You** incur under common law should **Your** conditions of contract be set aside by a court order. This does not extend to cover financial loss incurred by anyone other than **You**.
- c) Removal of Debris and Disposal Costs – of the **Property Insured** from the site where **Damage** occurred up to the **Sum Insured**.
- d) Reloading or Transferring of **Property Insured** to another **Vehicle** cover – up to the **Sum Insured** following a valid claim for **Damage** to **Property Insured** or where goods had fallen from the **Vehicle**.
- e) **Damage** to **Your** own property cover – up to £1,000 for loss or **Damage** following a valid claim excluding wear and tear. Cover is limited to ropes, sheets, tarpaulins, trailer curtains, webbing straps, packing material, and parcel hand scanners while secured within the **Vehicle**.
- f) Contingency Cover for **Sub-Contractors** – up to the **Sum Insured** where **You** have sub-contracted the carriage of goods. You must ensure that any **Sub-Contractor** engaged by **You** meets your contractual conditions and is adequately insured to carry the **Property Insured**, and **You** must deem them to be competent and trustworthy. If the **Sub-Contractor's** insurer fails to pay a valid claim, **We** will indemnify **You**.
- g) **General Average Act** Cover – up to the **Sum Insured** **We** will pay for **Your** proportion of the sacrifice made in saving a joint maritime venture.

Exclusions applicable to this Section (in addition the General Exclusions also apply to this Section)

The following exclusions apply to this Section:

We will not pay for;

- a) the amount of the **Excess** stated in the **Schedule** which shall apply to each and every claim.
- b) **Property Insured** more specifically by or on behalf of **You**
- c) Any **Damage** occurring outside the **Insured Territories**
- d) Any liability incurred by **You** under **CMR Convention**
- e) Any amount exceeding £15,000 or 50% of the **Sum Insured** (whichever is lower) for theft of **Theft Attractive Goods** left in an **Unattended Vehicle** unless the **Vehicle** is kept in an attended and secure lorry park, a locked building built of brick, stone, metal or concrete and roof made with slate, tiles, metal, concrete or flat roofed with asphalt, bitumen, or concrete, or a fully-fenced, gated, and locked compound unless **You/Your Employee** or **Your Sub-Contractor** is taking a break at a service station and remain in sight of the vehicle.
- f) Any claim for loss or **Damage** to:
 - i) Bank notes
 - ii) Bonds
 - iii) Bullion
 - iv) Cash and the like
 - v) Fine arts
 - vi) Negotiable instruments
 - vii) Precious metals
 - viii) Precious stones
 - ix) Prepaid phone cards
 - x) Securities
 - xi) Specie
 - xii) Stamps
 - xiii) Treasury notes
- g) Any claim for loss or **Damage** to or arising from the transportation or handling of:
 - i) Temperature-controlled goods following a variation in temperature
 - ii) Living creatures
 - iii) Hazardous goods categories 1-9 as defined by **ADR Regulations**
- h) Any claim for goods being held by **You** for removal or storage including skip hire or waste removal
- i) Any claims arising from work **Offshore** or at or within chemical or petrochemical works, oil or gas refineries or storage facilities; Power stations, or nuclear power stations; Watercraft, docks, harbours or wharfs; Aircraft, airports or airfields; Animal laboratory research sites; Prisons or other detention facilities; Landfill sites, quarries or mines; Trains or railway property (including platforms, trackside & stations); or Toxic Waste sites
- j) **Damage** to any **Property Insured** directly or indirectly caused or contributed by:
 - i) moth, termites, vermin or insect, wear, tear, gradual deterioration, rust or oxidation, rot, mould or mildew, inherent vice (a quality in property that causes it to **Damage** or destroy itself), unless resulting from **Damage** not otherwise excluded
 - ii) defective or inadequate design, materials, workmanship, packaging or insulation
 - iii) incorrect or inadequate labelling
 - iv) Deliberate abandonment of **Property Insured** unless subject to a **General Average Act**.
 - v) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, scratching or denting unless resulting from **Damage** not otherwise excluded
 - vi) change in climatic or atmospheric conditions or in water table levels
 - vii) theft, wind, rain, hail, sleet, snow, storm, flood or dust **Damage** to **Property Insured** left in the open
 - viii) infidelity or dishonesty by **You** or any of **Your Employees** or other persons to whom **Property Insured** may be entrusted or **Damage** resulting from **You** voluntarily parting with title or possession of any property if induced to do so by any fraudulent scheme, trick, device or false pretence
 - ix) any unexplained loss or loss or shortage disclosed on taking inventory, misfiling or misplacing of information
 - x) theft or attempted theft: unless accompanied by forcible and/or violent entry into or exit from the **Vehicle** or involving violence or the threat of violence
 - xi) any undamaged part or item forming part of a set.
 - xii) **Damage** to: land, roads, piers, jetties, bridges, culverts or excavations
 - xiii) Inherent vice
- k) **Damage** to land, roads, piers, jetties, bridges, culverts or excavations

- l) **Damage** to vehicles licensed for road use (including accessories thereon), caravans, trailers, railway, locomotives or rolling stock, water craft or aircraft
- m) Any claim for failure to collect payment of any kind.
- n) Any liability for **You** failure to arrange insurance.
- o) **Damage** caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- p) **Indirect Loss** which happens as a result of, or is a side effect of, an event for which **You** are insured.
- h) Claims arising against **You** for breach of contractual terms by way of negligent act, error, or omission following errors in instructions or arrangements committed by **You** or **Your Employees** on behalf of the **Business** during the **Period of Insurance**.

Basis of Claims Settlement

Reinstatement Conditions

- i) **Underwriters'** liability for the repair or replacement of **Property Insured** damaged in part only will not exceed the amount which would have been payable had such property been wholly lost or destroyed.
- ii) No payment will be made under this condition: -
 - a) unless reinstatement or indemnity commences within 12 months of **Damage** occurring unless otherwise agreed by **Underwriters**;
 - b) unless the cost of reinstatement has actually been incurred;
 - c) if the **Property Insured** at the time of the **Damage** is insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of reinstatement.

Subject always to **Underwriters** liability not exceeding the limits and **Sum Insured** stated in the **Schedule**.

Limit of Indemnity

Underwriters' liability in respect of all incidents of **Damage** to an item of **Property Insured** during the **Period of Insurance** will be limited as follows:

- i) If an individual **Sum Insured** is specified on the **Schedule** for that item, **Underwriters'** liability will be limited to that **Sum Insured**;

In any event, **Underwriters'** liability for any one event will in no circumstances exceed, the total **Sum Insured** for the category of Goods In Transit.

Conditions applicable to this Section

Average

Each item insured under this Condition is declared to be separately subject to the following Condition of Average;

If at the time of any **Damage** the cost of reinstatement of the **Property Insured**, is more than the **Sum Insured**, **We** will pay only for the loss in the same proportion. For example, if **Your Sum Insured** only covers two-thirds of the cost of replacing the **Property Insured**, **We** will only pay two-thirds of the claim.

If at the time of any **Damage** the cost of reinstatement of the **Property Insured** is more than £75,000 there is deemed to be no cover and **We** will not pay any claim made.

The **Excess** will not be reduced in the event that the Average clause applies to **Your** claim.

Other Insurances

If at the time of **Damage** resulting in a loss under this Section, there is any other insurance effected by **You** or on **Your** behalf covering such loss or any part of it the liability of the **Underwriters** will be limited to its rateable proportion of such loss.

Securing of Property Insured In or On Vehicles

Any driver must have written instructions that:

- i) all **Property Insured** must be properly secured whilst in **Transit**, to prevent any movement.
- ii) **Vehicles** must be locked with all windows and openings closed if the driver is outside the vehicle for any reason.
- iii) **Property Insured** must not be delivered unless the driver has satisfied themselves that the recipient is the intended person appointed to receive the goods.

These instructions must be signed and dated by **Your** drivers and other **Employees** so they can be made available to **Us** at any time, or in the event of a claim.

You must ensure that every **Vehicle** has the minimum of a factory fitted alarm and locking device that are fully operable and meet manufacturer standards.

Vehicle Maintenance and Suitability

You must ensure that all goods carrying **Vehicles** used by **You**, **Your Employees** and any **Sub-Contractors** are serviced by an adequately trained and competent person or a business employing such a person in line with **Vehicle** manufacturer recommendations.

You must ensure that all goods carrying **Vehicles** used by **You**, **Your Employees** and any **Sub-Contractors** have Vehicle Excise Duty paid and hold a valid MOT Certificate if required by law.

You must ensure that all Tachographs on all goods carrying **Vehicles** used by **You**, **Your Employees** and any **Sub-Contractors** are independently checked.

You must ensure that all goods carrying **Vehicles** used by **You**, **Your Employees** and any **Sub-Contractors** are suitable for the **Property Insured** that they carry.

If goods are to be carried in a **Vehicle** that is not a designated goods carrying **Vehicle** (such as a car, estate car, or minibus) **You** must ensure that any **Property Insured** is stored in the rear of the **Vehicle** and kept out of sight from outside the **Vehicle**.

Driving Licence

You must ensure that **You**, **Your Employees** and any **Sub-Contractors** hold a valid UK drivers licence to operate the **Vehicle** carrying **Property Insured**.

Motor Vehicle Insurance

You must ensure that **You**, **Your Employees** and any **Sub-Contractors** hold valid motor insurance on the **Vehicle** carrying **Property Insured**.

Section B – Employers Liability

The following cover applies only if the **Schedule** shows that it is included.

Cover

We will pay any sums that **You** become legally liable to pay if an **Employee** brings a claim against **You** for **Injury** sustained during the **Period of Insurance** in the course of their employment by **You**, provided that such **Injury** occurs:

- a) within the **Insured Territories**; or
- b) Elsewhere in the world during a temporary visit by an **Employee** who is normally resident in the **Insured Territories**.

We will also pay any costs, fees and expenses incurred by the claimant and any **Defence Costs** incurred by **You** (with **Our** prior consent) for the defence, handling or settlement of a claim under this Section.

All payments are subject to the **Limit of Indemnity** for this Section which is stated in the **Schedule**. The **Limit of Indemnity** for this Section is inclusive of payments made for **Defence Costs**.

Employer's Liability Compulsory Insurance Clause

The cover provided by this Section is in accordance with the provision of any law enacted in the **Insured Territories** relating to the compulsory insurance of liability to **Employees**.

If **We** pay any sum which **We** would not have been liable to pay but for the provision of such law, **You** must repay that sum within 14 days of **Our** request.

Extensions to this Section

a) Unsatisfied Court Judgments

If following **Injury**, an **Employee** obtains a judgment for damages against any company or individual operating from premises within the **Insured Territories** which remains unsatisfied more than six months after the date of such judgment, at **Your** request, **We** will pay that **Employee** the amount of any unsatisfied damages and awarded costs, provided that:

- i) the **Injury** was sustained during the **Period of Insurance** in the course of their employment by **You**; and
- ii) there is no appeal outstanding; and
- iii) **We** would have provided cover under this Section of this **Policy** if the judgment had been made against **You**; and
- iv) the **Employee** assigns their judgement to **Us** and gives all information, consent and assistance that **We** require in relation to this claim.

Exclusions applying to this Section (in addition the General Exclusions also apply to this Section)

We will not make any payment under this Section:

- a) For any claim brought against **You** in a court of law outside the **Insured Territories** stated in the **Schedule**.
- b) For **Injury** sustained while an **Employee** is being carried in or on or entering into or alighting from any vehicle for which compulsory insurance or security is required under road traffic legislation.
- c) For any amount payable under workman's compensation, social security or health insurance legislation or any similar legislation.
- d) For medical and/or repatriation costs.
- e) For **Injury** arising while an **Employee** is **Offshore**.
For the purpose of this insurance, an **Employee** is deemed to be **Offshore** from the time they board any form of transport at the point of departure for an **Offshore** rig, installation or platform until they disembark onto land following their return from that rig, installation or platform.

Section C – Public Liability

The following cover applies only if the **Schedule** shows that it is included.

Cover

We will pay any sums that **You** become legally liable to pay if a claim is brought against **You** for accidental **Injury** and/or accidental **Damage** which occurs during the **Period of Insurance** in connection with **Your Business**, provided that such **Injury** or **Damage** occurs:

- a) within the **Insured Territories**; or
- b) elsewhere in the world during a temporary visit by an **Employee** who is normally resident in the **Insured Territories**.

We will also pay any costs, fees and expenses incurred by the claimant and any **Defence Costs** incurred by **You** (with **Our** prior consent) for the defence, handling or settlement of a claim under This Section.

All payments are subject to the **Limit of Indemnity** for This Section which is stated in the **Schedule**, other than payments for **Defence Costs** which are in addition to the **Limit of Indemnity**.

Extensions to this Section

a) Defective Premises Act

We will pay all sums that **You** become legally liable to pay as compensatory damages for **Injury** and/or **Damage** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, provided that such **Injury** and/or **Damage** occurred during the **Period of Insurance** in connection with premises which have been disposed of by **You**.

We will not provide any cover under this Extension:

- i) in connection with any premises which was not owned by **You** in connection with **Your Business** prior to its disposal;
- ii) for the cost of remedying any defect or alleged defect in the premises; or
- iii) for liability more specifically insured under any other insurance.

All payments are subject to the **Limit of Indemnity** for This Section which is stated in the **Schedule**.

b) Motor Contingent Liability

We will pay all sums that **You** become legally liable to pay for **Injury** and/or **Damage** arising out of the use of a motor vehicle owned by an **Employee**, provided that such **Injury** and/or **Damage** occurred during the **Period of Insurance** while the vehicle was being used in connection with **Your Business**.

We will not provide any cover under this Extension:

- i) for **Injury** to any person being carried on a motorcycle;
- ii) for the loss of or **Damage** to the vehicle;
- iii) for the loss of or **Damage** to contents being carried in or on the vehicle;
- iv) for **Injury** or **Damage** arising while the vehicle is being driven by **You**;
- v) for **Injury** or **Damage** arising while the vehicle is being driven with **Your** consent by a person who does not hold an appropriate licence for that vehicle;
- vi) for liability more specifically insured under any other insurance or security; or
- vii) while the vehicle is being used outside of the **Insured Territories**.

All payments are subject to the **Limit of Indemnity** for This Section which is stated in the **Schedule**.

c) Overseas Personal Liability

We will pay all sums that **You**, an **Employee** or a director or partner of **Your Business** (including a member of their family or a person who normally resides with them) become legally liable to pay for **Injury** and/or **Damage** incurred in a personal capacity while temporarily outside the **Insured Territories** during the **Period of Insurance** in connection with **Your Business**.

We will not provide any cover under this Extension:

- i) for liability arising out of the ownership of occupation of land or **Buildings**; or
- ii) for liability more specifically insured under any other insurance.

All payments are subject to the **Limit of Indemnity** for This Section which is stated in the **Schedule**.

d) Consumer Protection Act and Food Safety Act

We will pay the cost of prosecution and legal fees and expenses incurred with **Our** prior consent for **You**, an **Employee** or a director or partner of **Your Business** in the defence of criminal proceedings or in an appeal against a conviction in respect of:

- i) a breach of Part II of the Consumer Protection Act 1987; or
- ii) a breach of Part II of the Food Safety Act 1990,

which was committed, or alleged to have been committed, during the **Period of Insurance** in connection with **Your Business** and in connection with a claim which may form the subject of indemnity under this **Policy**.

We will not provide any cover under this Extension:

- i) for fines or penalties of any kind;
- ii) for liability more specifically insured under any other insurance; or
- iii) to proceedings resulting from any deliberate act or omission.

All payments are subject to the **Limit of Indemnity** for This Section which is stated in the **Schedule**.

Exclusions applying to this Section (in addition the General Exclusions also apply to this Section)

We will not make any payment under This Section:

- a) For any claim within the scope of cover set out in Sections B and C, whether or not these sections are in force or cover is excluded.
- b) For **Injury** or **Damage** arising out of or in connection with any **Product**.
- c) For any claim which is caused by, contributed to by or arises from the ownership, possession or use by **You**, on behalf of **You** or by any person or party entitled to make a claim under this insurance of any motor vehicle or trailer for which compulsory insurance or security is required by legislation. Provided that this exclusion will not apply to claims:
 - i) which are covered under the Motor Contingent Liability Extension within This Section;
 - ii) caused by, arising or resulting from the use of any tool or plant which forms part of, is attached to or is used in connection with any motor vehicle or trailer in circumstances where compulsory insurance or security is not required by any road traffic legislation;
 - iii) which occur beyond the limits of any carriageway or thoroughfare that are caused by, arise or result from the loading or unloading of any motor vehicle or trailer, except where indemnity is provided by any motor insurance contract; or
 - iv) caused by, arising or resulting from any motor vehicle or trailer which is temporarily in **Your** custody or control for the purpose of parking, except liability for which compulsory insurance or security is required by legislation governing the use of any motor vehicle or trailer.
- d) For any claim which is caused by, contributed to by or arises from the ownership, possession or use by **You**, on behalf of **You** or by any person or party entitled to make a claim under this insurance of any aircraft, hovercraft, **Offshore** installation, rig or platform or watercraft (other than watercraft not exceeding 10 metres in length whilst on inland waterways).
- e) For **Damage** to property owned by, leased to, hired by, under hire purchase, on loan to or held in trust by **You**, or which is otherwise in **Your** care custody or control, other than:
 - i) clothing and personal effects of **Employees** and visitors;
 - ii) premises (including contents within such premises) temporarily occupied by **You** for work, but **We** will not provide cover for **Damage** to any part of any property on which **You** are or have been working which arises out of such work;
 - iii) premises tenanted by **You**, provided always that:
 - 1. details of such premises have been disclosed to **Us**;
 - 2. liability for such **Damage** is not assumed by **You** under agreement where liability would not have existed in the absence of the agreement;
 - 3. **We** will not be responsible for the first £500 of such **Damage**; and
 - 4. **We** will not cover **Damage** caused by, arising or resulting from fire or explosion.

Extensions to Sections B and C

In the event of a valid claim under Sections B or C of this document, **We** will extend cover to provide the following additional benefits.

Compensation for Court Attendance

In the event that **Your** director or partner or an **Employee** attends court as a witness at **our** request in connection with a claim under this **Policy**, **We** will provide compensation to **You** at the following rates for each day on which attendance is required:

- a) a director or partner: £250 per day
- b) an **Employee**: £150 per day

That the most **We** will pay under this extension during any one **Period of Insurance** is £5,000.

Indemnity to Others

The cover provided under Sections B or C of this **Policy** extends to:

- a) **Your** director or partner or an **Employee** in respect of the performance of their obligations in connection with **Your Business**;
- b) officers, committees and members of **Your** canteen, social, sports, first aid, fire-fighting and welfare organisations in their respective capacity as such;
- c) any person or firm arising out of the performance of a contract with **You** for the provision of labour only;
- d) at **Your** request, any principal in respect of legal liability which would have been covered by this **Policy** if the claim had been made against **You** arising out of work carried out by **You** under contract or agreement; and
- e) the personal representatives of any person or party indemnified by reason of this Extension in respect of legal liability incurred by such person or party,

Provided that:

- a) each person or party specified above must observe and be subject to the terms and conditions of this **Policy** as if they were **You**; and
- b) **Our** liability under this Extension will in no way operate to increase the **Limit of Indemnity** or any other limit which may apply, regardless of the number of persons or parties claiming indemnity.

Criminal Prosecution Costs and Inquests

Where **Defence Costs** are covered under Sections B or C of this **Policy**, cover is extended to include:

- a) costs of prosecution awarded against **You** and legal fees and expenses incurred with **Our** prior consent in the defence of any investigation or the prosecution of **You** for actual or alleged:
 - i) offences under Part I of the Health & Safety at Work etc Act 1974 (and/or any UK legislation of similar effect); and/or
 - ii) corporate manslaughter or corporate homicide against **You** or other person insured by this **Policy** under the Corporate Manslaughter and Corporate Homicide Act 2007,

Provided that:

- iii) **We** will not provide any cover for fines or penalties imposed as a consequence of such prosecution or for costs, fees or other expenses incurred to comply with a publicity and/or remedial order made under the Corporate Manslaughter and Corporate Homicide Act 2007; and
 - iv) **Our** liability will not exceed £1,000,000 in total for all claims made under point a) ii) above during any one **Period of Insurance**;
- b) legal fees and expenses incurred with **Our** prior consent for **Your** representation at any coroner's inquest or fatal accident inquiry; and
- c) legal fees and expenses incurred with **Our** written consent in connection with **Your** defence at any proceedings in a court of summary jurisdiction.

Exclusions applicable to Sections B and C (in addition the General Exclusions also apply to this Section)

We will not make any payment for any claim which directly or indirectly is caused by, contributed to by or arises from:

- a) The deliberate, conscious or intentional disregard by **You** technical or administrative management of the need to take all reasonable steps to prevent **Injury** or **Damage**.

- b) Liquidated damages clauses, penalty clauses or performance warranties unless it can be proved that liability would have attached in the absence of such clauses or warranties.

Liquidated damages are specific damages agreed at the time a contract is made which act as compensation in the event of a breach of contract.

- c) Pollution or contamination of the atmosphere or of any water, land, buildings or other tangible property, except to the extent that it can be proved that such pollution or contamination:
 - i) was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the **Period of Insurance**; and
 - ii) was not the direct result of **You** failing to take reasonable precautions to prevent such pollution or contamination.

Any payment made for pollution or contamination will be in the aggregate during the **Period of Insurance** and will not exceed the **Limit of Indemnity** stated in the **Schedule**.

All pollution or contamination which arises out of one incident will be considered for the purposes of this **Policy** to have occurred at the time such incident takes place.

- d) War, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or the confiscation, nationalisation, requisition or destruction of or **Damage** to property by or under the order of any government or public or local authority.

e)

- i) The recognition, interpretation, failure to recognise or interpret or calculation, comparison, differentiation, sequencing or processing of data involving one or more dates or times by any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether **Your** property or not; or
- ii) Any change, alteration, correction or modification involving one or more dates or times to any such computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment whether **Your** property or not.

This exclusion applies regardless of any other cause which contributes concurrently or in any sequence to such loss, **Damage**, expense, liability or claim.

- f) Any form of design, formula or specification or technical or professional service or advice given by **You** for a fee or in circumstances where a fee would normally be charged or by anyone acting on **Your** behalf.

- g) **Financial Loss**.

- h) A contract or agreement which would not have arisen in the absence of such contract or agreement.

- i) **Your** use of or reliance upon, or the sale or supply of, any computer, hardware or related information, technology or communication system, any computer software, internet or intranet website or similar facility, system or network and/or any electronic data or related information.

This exclusion will not apply to a claim for **Injury** caused by an accident involving physical contact with computer hardware.

- j) Any judgement, award or settlement made within a country which operates under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part).

- k) **Injury** to an **Employee** where such **Injury** arises out of and in the course of their employment by **You**.

- l) Fines, penalties, punitive or exemplary damages or other non-compensatory damages of any kind.

Punitive or exemplary damages are damages awarded in excess of a claimants' loss which are intended to punish the defendant rather than compensate the claimant.

General Exclusions

The following exclusions apply to the **Policy** as a whole and are in addition to any section specific exclusions.

We will not make any payment for any claim which directly or indirectly is caused by, contributed to or arises from:

- a) Nuclear reaction, nuclear explosion, nuclear radiation or radioactive contamination however such reaction, explosion, radiation or contamination may have been caused.

Provided that in respect of a claim arising from **Injury** which forms the subject of indemnity under Section B of this **Policy**, this exclusion will only apply to liability:

- a) for any party to whom indemnity is granted under Clause d) of the **Policy** Extension 'Indemnity to Others' and/or
 - b) assumed by **You** by agreement which would not have attached in the absence of such agreement.
- b) 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 threat and/or the use of violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government and/or to put the public or any section of the public in fear.

This Exclusion also excludes **Injury** or **Damage** or cost or expense of any nature 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 **Injury** or **Damage** or cost or expense is not covered by this **Policy**, the burden of proving otherwise will be upon **You**.

In respect of Section B of this **Policy**, this Exclusion will not apply to the first £5,000,000 of any one claim or a series of claims against **You** arising out of any one **Occurrence** (inclusive of **Defence Costs**).

- c) Asbestos or asbestos fibres, including but not limited to **Injury** or **Damage** caused by or in any way connected with asbestos or asbestos fibres or any commodity, article or thing containing asbestos or asbestos fibres or the cost of removing, nullifying or cleaning up asbestos fibres or any commodity, article or thing containing asbestos or asbestos fibres.

In respect of Section B of this **Policy**, this Exclusion will not apply to the first £5,000,000 of any one claim or a series of claims against **You** arising out of any one **Occurrence** (inclusive of **Defence Costs**).

- d) Any claim or loss which is covered by any other contract of insurance or indemnity arrangement.

However, if the **Limit of Indemnity** under this **Policy** is higher than that payable under any other contract of insurance or indemnity agreement, **We** will pay any amount in excess of the maximum **Limit of Indemnity** of the other contract of insurance or indemnity agreement (up to the maximum **Limit of Indemnity** of this **Policy**).

- e) If **You** make a fraudulent claim under this insurance, **We**:
 - i) will not pay the claim; and
 - ii) may recover (from **You**) any sums already paid by **Us** in respect of the fraudulent claim; and
 - iii) may terminate this insurance from the time of the fraudulent act.

If **We** exercise **Our** right under point iii) above:

- iv) **We** will not pay any claim which occurs after the time of the fraudulent act; and
 - v) will not return any of the premiums paid.

- f) **We** will not cover **You** for any liability for **Injury**, loss or **Damage** or any associated costs or expenses, or any fines or penalties or any other amount directly or indirectly caused by or arising from
- i) Coronavirus (COVID-19) (the disease caused by SARS-CoV-2);
 - ii) Other disease caused by any mutation or variant of SARS-CoV-2;
 - iii) Any novel infectious disease caused by a newly identified agent; or,
 - iv) A threat, fear or likelihood of infection from any of the above or measures taken to prevent the spread of any of the above.

This includes claims involving quarantine, whether self-imposed, recommended by a medical professional or imposed by government or public authority. **Infectious or Contagious Disease** means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

- g) **We** will not cover **You** in respect of any loss, **Damage**, claim, cost, expenses or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism 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;
- i) any physical loss or **Damage to Insured Property**
 - ii) any loss of use, occupancy or functionality
 - iii) any action required including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation or steps taken to address medical or legal concerns.
- h) **We** will not cover **You** in respect of any liability arising from any visits or work carried out by **You, Your Employees** or work carried out on **Your** behalf within countries regions or areas where the UK Foreign and Commonwealth Office advise against all travel to.
- i) **We** will not cover **You** in respect of any liability caused by, happening through, as a result of or in any way connected with 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 or nationalisation or requisition or destruction of or **Damage** to property by or under the order of any government or public or local authority.
- j) **We** will not cover **You** in respect of any loss, **Damage** or liability caused by or arising out of **Building Works**.
- k) **We** will not cover **You** in respect of any loss or **Damage** caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Cyber Acts & Incidents – Combined Liability

1. **We** will not provide any cover under any circumstances for any loss, **Damage**, liability, claim, fine, penalty, cost or expense of any nature, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
 - i. **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
 - ii. loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **Data**, including any amount relating to the value of such **Data**.
2. This exclusion does not apply to a claim that would otherwise be covered under the Employers' Liability section of this **Policy**. This cover is limited to the first £5,000,000 of any one claim or series of claims arising out of any one **Occurrence** (inclusive of **Defence Costs**).
3. This **Endorsement** supersedes any other wording in the **Policy** or any **Endorsement** having a bearing on a **Cyber Act, Cyber Incident** or **Data** and if in conflict with such wording, replaces it.
4. 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 will fall upon **You**.

5. In the event any portion of this **Endorsement** is found to be invalid or unenforceable, the remainder will continue in full force and effect.

Definitions applicable to this endorsement:

- A. **Computer System** means 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 **You** or any other party.
- B. **Cyber Act** means:
- i. a deliberate, unauthorised, malicious or criminal act;
 - ii. a series of related deliberate, unauthorised, malicious or criminal acts; or
 - iii. any threat or hoax relating to i and/or ii above,
regardless of time and place, involving access to or the processing, use or operation of any **Computer System**.
- C. **Cyber Incident** means:
- i. any error or omission or series of related errors or omissions involving access to or the processing, use, or operation of any **Computer System**; or
 - ii. 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**.
- D. **Data** means 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**.

General Conditions

Some of the conditions below are conditions precedent to **Our** liability to provide insurance cover under **Your Policy**. These will be clearly marked where applicable. Breaching these conditions may affect the cover provided and/or the settlement of any claim.

Notification of a Claim

It is a condition precedent to **Our** liability under this insurance that **You** give notice, as soon as practicable but no later than 14 days after the date that **You** or **Your** representative have knowledge of:

- a) any claim or **Occurrence** that **You** are aware of;
- b) **Your** receipt of any form of notice that a claim or **Occurrence** may reported; or
- c) any circumstances **You** become aware of which may result in a claim or **Occurrence** under this insurance.

To make a claim, please contact **Our** Claims department at:

In respect of all Sections:

Woodgate and Clark Limited

Address: 42 Kings Hill Avenue, West Malling, Kent, ME19 4AJ

Telephone: +44 (0) 1732 520273

Out of office hours: +44 (0) 1732 520270

Email: new.claims@woodgate-clark.co.uk

It could affect the settlement of a claim, or **We** may reject a claim, if **You** do not comply with this condition and this has a negative effect on **Our** ability to defend that claim.

Limit of Indemnity and Excess

- a) **We** will only make a payment where the sums that **We** agree to pay exceed the excess.
- b) A separate **Excess** applies to each and every claim.
- c) **We** will not be liable for the amount of the **Excess**.
- d) **You** must not take out insurance in respect of the **Excess**.
- e) **We** will not make any payment above the **Limit of Indemnity**.

Admitting Liability

It is a condition precedent to **Our** liability under this insurance that **You** do not make an admission of liability or any agreement, promise, offer or payment without **Our** prior consent.

It could affect the settlement of a claim, or **We** may reject a claim, if **You** do not comply with this condition and this has a negative effect on **Our** ability to defend that claim.

Claim Control

We are entitled to take control of the investigation, defence and settlement of any claim or to prosecute, in **Your** name and for **Our** benefit, any claim for indemnity or otherwise against any third party.

At **Your** own expense, **You** must provide any information, documentation, evidence, co-operation and assistance that **We** require to enable **Us**, or any person appointed to act on **Our** behalf, to investigate, defend or settle a claim.

You must also comply with all rules of court and any court orders, follow any advice given by a solicitor appointed by **Us** and, where necessary, attend any hearings, meetings or conferences and sign any documents at the request of that solicitor.

It could affect the settlement of a claim, or **We** may reject a claim, if **You** do not comply with this condition and this has a negative effect on **Our** ability to defend that claim.

Discharge of Liability

We may, at any time, pay the **Limit of Indemnity** or any other applicable limit (after the deduction of any sum already paid), or any lesser amount for which a claim can be settled, and discharge **Our** liability to make any further payments under this **Policy**.

Provided that **We** will pay any **Defence Costs** which are covered by this **Policy** which were incurred prior to the date of such payment

Subrogation

We maintain a right to recover any payment made by **us** following a claim or **occurrence** under this **Policy**.

Provided that **We** agree not to exercise this right against any past, present or future **Employee**, director or partner of the company named as the '**Insured**' in the **Schedule**, or any subsidiary of that company, unless such payment has been brought about or contributed to by a wilful, malicious, dishonest or fraudulent act or omission by that **Employee**, director or partner.

You must not do anything to impair any actual or potential rights of recovery and, at **Our** request, bring proceedings to transfer to **Us** any rights of recovery available to **You**. At **Your** cost, **You** must also provide all reasonable assistance to enforce those rights.

Any recovery will be applied as follows:

- a) firstly, to **Us**, the amount of any payment made by **Us**;
- b) secondly, to **You**, the recovery of **Your Excess** or other amount paid by **You**.

Reasonable Precautions

It is a condition precedent to **Our** liability under this insurance that, at **Your** own expense, **You**:

- a) take all reasonable steps to avoid **Injury** or **Damage** and prevent the sale or supply of **Products** which are defective in any way;
- b) before the commencement of the employment of an **Employee**, **You** use **Your** best endeavours to ensure that references are taken up and qualifications checked, that any gaps in employment history are checked and all relevant local authority and police checks are undertaken;
- c) ensure an appropriate level of supervision for all **Employees**;
- d) as soon as possible after discovering a defect or danger, make good or remedy that defect or danger and take additional precautions as may be necessary;
- e) cease any activity that has resulted in **Damage** or **Injury** which may give rise to further **Damage** or **Injury**;
- f) comply with all statutory requirements and other safety regulations imposed by any authority;
- g) comply with all the terms and conditions of this insurance and ensure that any actions required by this insurance have been completed.

It could affect the settlement of a claim, or **We** may reject a claim, if **You** do not comply with this condition and this has a negative effect on **Our** ability to defend that claim.

Change of Risk

You must inform **Us**, as soon as practicable, of:

- a) any alternation or change of circumstance which could increase the risk of a claim under this insurance; and/or
- b) any change to the information provided in **Your Proposal**.

Premium Payment

It is a condition precedent to **Our** liability under this insurance that the premium is paid at inception of the **Policy**, or where the premium is payable by instalments, at the time the instalment is due. In the event that the premium is not paid, **You** will be in breach of this condition, and **We** will have no liability under this insurance in respect of losses occurring from the date of the breach and until the date that the breach is remedied.

In the event of non-payment, **We**, **Your** broker or Commercial Express Quotes Limited may cancel **Your** insurance by sending 14 days' notice, in writing, to **Your** last known address. If the premium is paid before the notice period expires **We** will automatically revoke notice of cancellation. If not, the insurance will automatically terminate with effect from the date of the breach.

If **You** have not paid any of the premium, the **Policy** will be cancelled with effect from the start date of the **Period of Insurance**. This has the same effect as if **You** have never had any cover or protection from this **Policy**. If **You** have paid part of the premium, **We** will make a proportionate charge for the time **We** have provided cover (based on the number of days this insurance was in force).

In the event that **You** have made a claim, including a claim which is under consideration, or if **You** are aware of an incident which is likely to result in a claim the full premium will be payable

Sanctions Limitation

You agree that any cover, the payment of any claim and any benefit provided under **Your Policy** will be suspended, to the extent that providing any cover, the payment of any claim or the provision of any benefit would expose **Us** to any sanction,

prohibition or restriction under any:

- a. United Nations' resolution(s); or
- b. trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

The suspension will continue until **We** are no longer exposed to any sanction, prohibition or restriction.

Cancellation

You may cancel this **Policy** at any time by notifying Commercial Express Quotes Limited via **Your** broker.

If **You** do not exercise **Your** right to cancel this **Policy** the insurance will continue in force and **You** will be required to pay the premium.

However, if **You** make a claim or if **We** are notified of circumstances which may give rise to a claim a refund of premium may not be given.

If this **Policy** is cancelled prior to or within the cooling-off period **You** must return to **Us** all **Policy** documentation.

If this **Policy** is cancelled after the cooling-off period **You** must return to **Us** any Employers' Liability Certificate if one was issued.

Your Cancellation Rights

Prior to the start of the Period of Insurance

If **You** decide to cancel this **Policy** and **You** provide Commercial Express Quotes Limited via **Your** broker with **Your** instruction before the start of the **Period of Insurance** and no cover is to be provided by **Us**, **You** will be entitled to a full refund of the premium.

During the cooling-off period of 14 days

You have the right to cancel this **Policy** within 14 days from the purchase of this **Policy** or its renewal date or from the day on which **You** receive this **Policy** or renewal documentation, whichever is the later. To cancel this **Policy** **You** must advise Commercial Express Quotes Limited via **Your** broker without delay. Upon receiving **Your** instructions, **We** will cancel this **Policy**:

- a) where **You** request that no cover is to be provided by **Us**, **You** will be entitled to a full refund of premium alternatively;
- b) where **You** request this **Policy** coverage to be operative for a limited number of days within the cooling-off period **You** will be entitled to a refund of premium paid, less a deduction for any time for which **We** have provided cover. This is calculated in proportion to the time **We** have provided cover provided there have been no claims or circumstances have occurred which may give rise to a claim, in which case no premium will be refunded.

If **You** do not exercise **Your** right to cancel this **Policy** the insurance will continue in force and **You** will be required to pay the full premium.

After the cooling-off period

You may cancel this **Policy** at any time by giving notice in writing to Commercial Express Quotes Limited via **Your** broker. Upon receiving **Your** instructions, **We** will cancel this **Policy** and provided there have been no claims or circumstances having occurred which may give rise to a claim **You** will be entitled to a refund of premium less a deduction for any time for which **We** have provided cover. This is calculated in proportion to the time **We** have provided cover provided there have been no claims or circumstances have occurred which may give rise to a claim, in which case no premium will be refunded.

Cancellation outside the cooling-off period is not subject to a minimum time on risk charge but the fee charged by Commercial Express Quotes Limited is non-refundable. There may be an additional fee for cancellation as detailed in the **Policy Schedule**.

Our Cancellation Rights

We may cancel this insurance by giving **You** 30 days' notice in writing. **We** will only do this for a valid reason.

Examples of valid reasons are as follows but these are not limited to:

- a) non-payment of premium in which case cancellation is effective from the start date of the **Period of Insurance** this has the same effect as if **You** have never had any cover or protection from this **Policy**.
- b) a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
- c) **Your** non-cooperation or failure to supply any information or documentation we request;
- d) **Your** threatening or abusive behaviour or use of threatening or abusive language.

If this **Policy** is cancelled then, provided a claim or the possibility of a claim has not been notified to **Us** **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. If **We** decide to cancel this **Policy** Commercial Express Quotes Limited will advise **You** by sending a letter of cancellation to **Your** last known address.

Cross Liability

Where there is more than one party named in the **Schedule** as the **Insured**, this **Policy** will apply separately to each **Insured** in the same manner and to the same extent as if a separate **Policy** had been issued to each **Insured**.

We agree to waive all rights of subrogation against any of these parties, provided that the total amount payable in respect of all parties will not exceed in total the **Limit of Indemnity**.

Legal, Regulatory and Other Information

About your Insurance Policy

This **Policy** is administered by Commercial Express Quotes Limited and Underwritten by Canopus Managing Agents Limited, Syndicate 4444 at Lloyd's in respect of Section A and Axis Managing Agency Ltd/Axis syndicate 1686 at Lloyd's in respect of Sections B and C.

Axis Managing Agency Ltd/Axis syndicate 1686 at Lloyd's is authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority. Details about the extent of **Our** regulation by the Financial Conduct Authority are available from **Us** on request.

Canopus Managing Agents Limited, Syndicate 4444 at Lloyd's is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm Reference Number 204847). Registered in England and Wales No. 01514453. Registered Office: Floor 29, 22 Bishopsgate, London, EC2N 4BQ.

Commercial Express Quotes Limited is a Managing General Agent registered in England and Wales under company number 03862468. Their registered office is B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH. Commercial Express is authorised and regulated by the Financial Conduct Authority FRN 311067.

Commercial Express act as **Our** agent for the purposes of placing insurance policies, issuing insurance documents and when handling insurance premiums. Commercial Express receive commission for carrying out these services on **Our** behalf.

Financial Services Compensation Scheme (FSCS)

We and Commercial Express are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the FSCS if in the unlikely event that **We** or Commercial Express are unable to meet **Our** obligations under this **Policy**. If **You** were entitled to compensation under the FSCS, the level of compensation payable would depend on the nature of the insurance granted under this **Policy**.

Further information about the FSCS is available from the FSCS at the address immediately below or on their website:

Financial Services Compensation Scheme
PO Box 300, Mitcheldean, GL17 1DY

Email: enquiries@fscs.org.uk
Telephone (for UK callers): +44 (0) 800 678 1100 (free phone)
Telephone (for callers from abroad): +44 (0) 20 7741 4100
Website: www.fscs.org.uk

Law and Jurisdiction

This insurance is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.

Duty of Fair Presentation

If **You** breach **Your** duty of fair presentation before entering into this insurance contact, the remedies available to **Us** are explained below.

- a) If the breach is deliberate or reckless:
 - i) **We** may avoid the contract and refuse to pay a claim; and
 - ii) **We** do not need to return any of the premiums paid.
- b) If the breach is not deliberate or reckless, the remedy depends on what **We** would have done if **You** had complied with the duty of fair presentation.
 - i) If **We** would not have entered into the contract at all, **We** may avoid the contract, refuse all claims or losses and return any premiums paid.
 - ii) If **We** would have entered into the contract but on different terms (other than terms relating to the premium), the contract will be treated as if it had been entered into on those different terms from the outset.
 - iii) If **We** would have entered into the contract but charged a higher premium, **We** may reduce the amount **We** pay for a claim by a proportional amount (and, if applicable, the amount already paid for previous claims). In these circumstances **We** will pay X% of the amount **We** would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$.

If **You** breach **Your** duty of fair presentation before entering into a variation to this insurance contract, the remedies available to **Us** are explained below.

- a) If the breach is deliberate or reckless:
 - i) **We** may terminate the contract from the date the variation was concluded; and
 - ii) **We** do not need to return any of the premiums paid.
- b) If the breach is not deliberate or reckless, the remedy depends on what **We** would have done if **You** had complied with the duty of fair presentation.
 - i) If **We** would not have agreed to the variation at all, **We** may treat the contract as if the variation was never made and return any extra premium paid for that variation.
 - ii) If **We** would have agreed to the variation but on different terms (other than terms relating to the premium), the variation will be treated as if it had been entered into on those different terms.
 - iii) If **We** would have increased the premium by more than **We** did (or at all), **We** may reduce the amount **We** pay for a claim arising after the date of the variation by a proportional amount. In this circumstance **We** will pay X% of the amount **We** would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$.
 - iv) If **We** would not have reduced the premium as much as **We** did (or at all), **We** may reduce the amount **We** pay for a claim arising after the date of the variation by a proportional amount. In this circumstance **We** will pay X% of the amount **We** would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$.

Acts and Statutes

The reference to any Act, statute or statutory provision includes any amendment, re-enactment or replacement of that Act, statute or statutory provision.

Where appropriate, the reference to any Act, statute or provision includes reference to any equivalent international legislation.

Sections, Terms, Conditions and Exclusions

If any section, term, condition or exclusion which forms part of **Your Policy** is found to be invalid or unenforceable, the remaining sections, terms, conditions and exclusions will be in full force and effect.

If part of a section, term, condition or exclusion which forms part of **Your Policy** is found to be invalid or unenforceable, the remainder of that section, term, condition or exclusion will be in full force and effect.

References to the Singular

References to the singular include the plural.

Contracts (Rights of Third Parties) Act 1999

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

Several Liability Notice

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.

Privacy Notice

Your Personal Information Notice

In respect of the following statement only, '**We/Our/Us**' refers to Canopus Managing Agents Limited, Syndicate 4444 at Lloyd's, Axis Managing Agency Ltd/Axis syndicate 1686 at Lloyd's, and Commercial Express Quotes Limited.

We respect **Your** right to privacy. In **Our** Privacy Policy (available at the website links below) **We** explain who **We** are, how **We** collect, share and use personal information about **You**, and how **You** can exercise **Your** privacy rights. If **You** have any questions or concerns about **Our** use of **Your** personal information, then please contact **Us** using the appropriate contact details below.

We may collect **Your** personal information such as name, email address, postal address, telephone number, gender, date of birth and payment details. In some circumstances, **We** may need to collect information relating to health or criminal convictions in order to provide **Your** insurance **Policy** or if it is required for any legal obligations. **We** need the personal information to enter into and perform a contract with **You** and **We** will use **Your** personal information to provide products and services as required by **You**, communicate with **You**, undertake statistical analysis, develop new products and services, and to meet **Our** legal or regulatory obligations. **We** retain personal information **We** collect from **You** where **We** have an ongoing legitimate business need to do so (please note that reference to "You" or "Your" herein encompasses non-exhaustively "You, Your company, employees and / or customers").

We may disclose your personal information to:

- **Our** group companies (where applicable);
- third party services providers and partners who provide data processing services to **Us** or who otherwise process personal information for purposes that are described in **Our** Privacy Policy or notified to **You** when **We** collect **Your** personal information;
- any competent law enforcement body, regulatory, government agency, court or other third party where **We** believe disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend **Our** legal rights, or (iii) to protect **Your** interests or those of any other person;
- a potential buyer (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of **Our** business, provided that **We** inform the buyer it must use **Your** personal information only for the purposes disclosed in **Our** Privacy Policy; or
- any other person with **Your** consent to the disclosure.

Most of the personal information **We** hold about **You** is received from **Your** Insurance advisor, who will provide **Us** with **Your** information so **We** can arrange and provide **Your** insurance **Policy** for **You**. **We** may also collect personal information from **You** if **You** contact **Us** directly, for example if **You** needed to make a complaint.

Your personal information may be transferred to, and processed in, countries other than the country in which **You** are resident. These countries may have data protection laws that are different to the laws of **Your** country.

We use appropriate technical and organisational measures to protect the personal information that **We** collect and process about **You**. The measures **We** use are designed to provide a level of security appropriate to the risk of processing **Your** personal information.

You are entitled to know what data is held on **You** and to make what is referred to as a Data Subject Access Request ('DSAR'). **You** are also entitled to request that **Your** data be corrected in order that **We** hold accurate records. In certain circumstances, **You** have other data protection rights such as that of requesting deletion, objecting to processing, restricting processing and in some cases requesting portability. Further information on **Your** rights is included in **Our** Privacy Policy.

You can opt-out of marketing communications **We** send **You** at any time. **You** can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing e-mails **We** send **You**. Similarly, if **We** have collected and processed **Your** personal information with **Your** consent, then **You** can withdraw **Your** consent at any time. Withdrawing **Your** consent will not affect the lawfulness of any processing **We** conducted prior to **Your** withdrawal, nor will it affect processing of **Your** personal information conducted in reliance on lawful processing grounds other than consent.

If **You** have any concerns about our use of **Your** personal information, you can make a complaint to **Us** by using the appropriate contact details below.

You can also complain to the ICO if you are unhappy with how **We** have used **Your** data. The ICO's address is:
Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF
Helpline number: 0303 123 1113 ICO website: <https://www.ico.org.uk>

Our Privacy Policies can be view at:

Canopus Managing Agents Limited	https://www.canopus.com/privacy/privacy-notice/
Axis Managing Agency Ltd	https://www.axiscapital.com/who-we-are/privacy
Commercial Express Quotes Limited	https://www.commercialexpress.co.uk/privacy-policy-policyholders

A copy can also be provided on request by using the contact details below.

Canopus Managing Agents Limited	By Email: privacy@canopus.com By Phone: 0207 337 3700 or by writing to us at: Data Protection Officer, Canopus Managing Agents Limited, Floor 29, 22 Bishopsgate, London, EC2N 4BQ
Axis Managing Agency Ltd	By Email: dpo@axiscapital.com By Phone: 0207 877 3800 or by writing to us at: Axis Managing Agency Ltd, 52 Lime Street, London EC3M 7AF
Commercial Express Quotes Limited	By Email: hello@commercialexpress.co.uk By Phone: 01384 473021 or by writing to us at: Commercial Express, B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH

If **You** wish to make a complaint directly to **Us** please contact:

Canopus Managing Agents Limited	By Email: privacy@canopus.com By Phone: 0207 337 3700 or by writing to us at: Data Protection Officer, Canopus Managing Agents Limited, Floor 29, 22 Bishopsgate, London, EC2N 4BQ
Axis Managing Agency Ltd	By Email: dpo@axiscapital.com By Phone: 0207 877 3800 or by writing to us at: Axis Managing Agency Ltd, 52 Lime Street, London EC3M 7AF
Commercial Express Quotes Limited	By Email: hello@commercialexpress.co.uk By Phone: 01384 473021 or by writing to us at: Commercial Express, B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH

How to Make a Complaint

We are dedicated to providing a high-quality service and want to ensure that **We** maintain this at all times. If, however **You** do need to make a complaint, **We** will endeavour to resolve the matter promptly and fairly.

If **Your** complaint is about the sales process or suitability of **Your Policy**, **You** should contact the broker who arranged this **Policy** for **You**.

If **Your** complaint is about the handling of a claim, **You** should refer the matter to **Our** claims representatives using the following contact details:

In respect of all Sections:

Woodgate and Clark Limited
Address: 42 Kings Hill Avenue, West Malling, Kent, ME19 4AJ
Telephone: +44 (0) 1732 520273
Out of office hours: +44 (0) 1732 520270
Email: new.claims@woodgate-clark.co.uk

If **Your** complaint relates to any other matter, **You** should contact Commercial Express using the following details:

The Compliance Manager, Commercial Express Quotes Limited,
B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH
Telephone: +44 (0) 1384 473201
Email: complaints@commercialexpress.co.uk

A copy of their complaints procedure is available at <https://www.commercialexpress.co.uk/complaints> Alternatively, a copy can be provided on request.

If **Your** complaint needs to be dealt with by **Us**, Commercial Express will promptly forward details of **Your** complaint to **Us**. **We** will review **Your** complaint and will investigate the circumstances regarding **Your** complaint. **You** may also raise a complaint directly with **Us** by using the contact details below:

Complaints relating to Section A of **Your Policy** (all sections excluding Employers, Public & Products Liability):

Complaints Manager,
Canopus Managing Agents Limited, Phone: +44 (0) 207 337 3700
Floor 29, 22 Bishopsgate, Email: complaintsinbox@canopus.com
London EC2N 4BQ.

Complaints relating to Sections B and C of **Your Policy** (Public & Products Liability):

Complaints,
Axis Managing Agency Ltd, Phone: +44 (0) 207 050 9000
52 Lime Street, Fax: +44 (0) 207 050 9001
London EC3M 7AF Email: complaints@axiscapital.com

What to do if You are not satisfied

In respect of Section A only

If **You** have followed the complaints procedure above, and **You** are not satisfied with the response or have not received a response from Commercial Express or **Us** within fourteen (14) calendar days, **You** are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of **Your** complaint and provide **You** with a written final response. If **You** wish to ask Lloyd's to investigate **Your** complaint **You** may do so by contacting:

Complaints Lloyd's

Fidentia House

Walter Burke Way

Chatham Maritime

Chatham, Kent

ME4 4RN

Email: complaints@lloyds.com

Telephone: +44 (0) 20 7327 5693

Fax: +44 (0) 20 7327 5225

Web: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "HOW WE WILL HANDLE YOUR COMPLAINT" available at www.lloyds.com/complaints and are also available from the above address.

In respect of all Sections

If **You** remain dissatisfied with **Our** or Commercial Express's response to a Complaint, or if **You** have not been provided with a final response within 8 weeks, **You** may be entitled to refer **Your** complaint to the Financial Ombudsman Service using the details below. If **You** wish to do so, **You** must refer **Your** complaint within 6 months of receiving the final response letter.

The Financial Ombudsman Service:

Exchange Tower, Harbour Exchange Square, London, E14 9SR

Telephone: +44 (0) 800 023 4567 (calls to this number are free from "fixed lines" in the UK)

Telephone: +44 (0) 300 123 9123 (calls to this number cost the same as 01 and 02 numbers on mobile phone tariffs in the UK)

Email: complaint.info@financial-ombudsman.org.uk

Web: www.financial-ombudsman.org.uk