



**Remover Freight Liability & Combined  
Liability**

## Introduction

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

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

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of Fact as failure to notify us of changes to Your Business, which means that the information You originally provided no longer represents a fair presentation of the risk, may invalidate the cover.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

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

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

## Rights to Cancel

You may cancel this Policy 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 incidents likely to give rise to a claim that have occurred during the 14-day period that have yet to be reported to Us;

We will give a refund for the proportionate part of the premium paid in respect of the unexpired term of this Policy, subject to Us retaining a minimum premium of £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 of notice in writing if any premium due under this Policy has not been paid to Us. If the premium due is paid in full to Us before the notice period expires,

the notice of cancellation shall automatically be revoked. If not, the Policy shall automatically terminate at the end of the notice period.

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

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

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

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

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

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

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

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

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

## **Applicable Law & Jurisdiction**

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

## **Making a Complaint**

If Your complaint relates to Our service or Your Policy, please write to the Managing Director, Provego Ltd, Lasyard House, Underhill Street, Bridgnorth, WV16 4BB.

If Your complaint relates to a claim, You should complain to:

1. for Section 1 – Freight Liability, the claims helpline number shown on the Schedule;

2. for all other sections, [Ruth.Rance@uk.sedgwick.com](mailto:Ruth.Rance@uk.sedgwick.com) or by telephone at 0345 604 7967.

**What will happen if You complain:**

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

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

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR  
Telephone: 0800 0234567 or 0300 1239123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

## The Financial Services Compensation Scheme

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

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

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

## Your Insurer

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

Section 1 – Freight Liability is underwritten by:

*Royal & Sun Alliance Insurance plc. Registered in England and Wales at St. Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL (Company number 93792) Authorised by the Prudential Regulation Authority and Regulated by the Financial Conduct Authority and the Prudential Regulation Authority.*

Any other section is underwritten by:

*Your policy is underwritten by Accelerant Insurance Limited. Registered in Malta, No. C 92407. Registered Office: SOHO, The Strand, Office 2, Fawwara Building, Triq I-Imtida, Gzira GZR 1401, Malta.*

*Accelerant Insurance Limited is authorised under the Insurance Business Act (Cap. 403 of the Laws of Malta) to carry on general business and regulated by the Malta Financial Services Authority.*



## Claims Procedure

### 1. Making a Claim

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

- a) Section 1 – Freight Liability, You should notify Us within 14 days of becoming aware of such occurrence or claim by:
  - i. downloading the claim form from our website ([www.provego.co.uk/claims](http://www.provego.co.uk/claims)) and emailing it to [provego.claims@uk.rsagroup.com](mailto:provego.claims@uk.rsagroup.com), or
  - ii. by phoning us during office hours on 0161 235 3876;
- b) any other section You should notify us within 14 days of becoming aware of such occurrence or claim using the **claims helpline on 0345 605 0871** or our **claims email [provegoclaims@uk.sedgwick.com](mailto:provegoclaims@uk.sedgwick.com)** (You will also find claims reporting information at [www.provego.co.uk/claims](http://www.provego.co.uk/claims)).

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

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

You will immediately forward to Us upon receipt any letter, claim, writ, summons or process.

You will immediately notify Us of any knowledge of impending prosecution, inquest, fatal accident or ministry inquiry.

### 2. Claims Control

- a) You shall give Us all such proofs and information with respect to the claim as We may reasonably require.
- b) No admission, offer, promise, payment or indemnity shall be made or given by You or on Your behalf without Our written consent.
- c) We shall be entitled to take over and conduct in Your name the defence or settlement of any claim or to prosecute in Your name at Our own expense and for Our own benefit any claim for indemnity or damages or otherwise.
- d) We shall have full discretion in the conduct of any proceedings and in the settlement of any claim.
- e) You agree to keep accurate books and records of all figures provided and permit Us or anyone appointed by Us to inspect Your books and records at any time insofar as they relate to this insurance.

### 3. Fraud

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

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

We may:

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

We may also inform the police of the circumstances.



## Definitions Applicable to All Sections of this Policy

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

### **Business**

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

### **Damage**

Physical loss, destruction or damage including theft or attempted theft.

### **Excess**

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

### **Period of Insurance**

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

### **Policy**

Your Policy is made up of the following:

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

### **Proposal**

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

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

### **Schedule**

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

### **Statement of Fact**

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

### **Terrorism**

An act or acts, including but not limited to:

- a) the use of force or violence and/or the threat thereof, and/or
- b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by 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 ethnic purposes or reasons including the intention to influence or overthrow any government and/or put the public or any section of the public in fear.

**United Kingdom**

England, Scotland, Wales & Northern Ireland.

**We/ Us/ Our**

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

**You/ Your/ Insured**

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



## Section 1 - Freight Liability

### Definitions applicable to all parts of this section

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

#### British Isles

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

#### CMR

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

#### Damage

For the purposes of this section the definition of Damage is extended to include physical loss, destruction or damage following misdelivery.

#### Data

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

#### Employee

Any:

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

#### Europe

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

#### Event

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

#### Event Limit

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

#### Fire

Fire, lightning, explosion or self-ignition.

#### Full Value Liability

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

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

**High Risk Property**

- Bullion;
- Precious metals and/or stones and/or articles made of or containing precious metals and/or stones;
- Jewellery and/or watches;
- Processed tobacco and/or tobacco products;
- Palm-top and similar portable computer equipment;
- Mobile, cellular, WAP and other portable telephone equipment;
- Microchips, microprocessors, central processing units, memory modules, motherboards, expansion boards and/or high-tech components of a similar nature unless contained in a finished item.

**Indirect Loss**

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

**International Conventions**

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

**Own Goods**

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

**Property**

Goods and/or merchandise carried for reward.

**Recorded Information**

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

**Subcontractor**

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

**Theft**

Theft or attempted theft.

**Unattended**

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

**Vehicle**

Any motor vehicle used for the carriage of Property.

**Vehicle Limit**

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

**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 THIS SECTION

### 1. Special Declaration of Value or Interest

You must not agree to:

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

without Our prior consent.

### 2. Subcontractors

- a) You must not entrust Property to any Subcontractor unless they have agreed in writing prior to acceptance:
  - i. to accept no less liability than You have and
  - ii. to fully indemnify You for all 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 specified in the Schedule or elsewhere in this section of Your Policy less the amount of any applicable Excess.

The Event Limit is reduced to:

- a) £50,000 for High Risk Property
- b) any lesser limit specified in this section of Your Policy

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

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

### 5. Terms of Employment

You must take reasonable steps to ensure:

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

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

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

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

## **7. Other Insurances**

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



## EXCEPTIONS APPLICABLE TO THIS SECTION

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.
- 2) for Theft of Property whilst Unattended unless at the time of the Theft the Property was:
  - a) loaded in or on a Vehicle
    - i) in which all doors, windows and other openings were closed and securely locked, any immobiliser and alarm system fitted were set and all keys were removed, and
    - ii) if left for the night or for more than eight consecutive hours was parked within a walled or fenced compound to which entry and exit is controlled by either locked gates or by professional on-site security personnel, or
  - b) off-loaded into a building which was securely closed and locked.
- 3) for Damage to Property caused by or arising from any change in temperature or humidity unless caused by Fire or Theft or as a direct result of the collision or overturning of the conveying Vehicle.
- 4) for Damage or liability caused by or arising from:
  - 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 Conventions.
- 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.





## **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 & Employee's Personal Effects**

We will by payment (or at Our option by repair, reinstatement or replacement) indemnify You for Damage to Own Goods, or Employee's 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 Employee's 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 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 or goods to another Vehicle and delivering to the original destination or returning to the place of dispatch and removal of debris following Damage to the Property or goods or breakdown, collision or overturning of the conveying Vehicle.
- b) recovery of the Vehicle and return to You following Damage to Property occurring within the British Isles and which is covered under this section of Your Policy

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

#### 4) General Average and Salvage Charges

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

#### 5) Recorded Information

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

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

#### OPTIONAL EXTENSIONS

(Applicable only where specifically shown as operative in the Schedule)

##### 1. Household Removers Extension (Second-hand Replacement Value)

General Exception 1c) is deleted.

We will indemnify You for Your liability for Damage to Property in the course of a household removal.

- a) We will not pay claims for:
  - i. Damage arising as a result of packing which was inadequate to withstand normal handling during transit;
  - ii. mechanical, electrical or electronic breakdown, failure or derangement.
- b) Where the Vehicle Limit applicable to this Extension is more than £25,000 and the vehicle is carrying property to the value of £25,000 or more We will not pay a claim for Damage to items valued over £500 unless You have obtained a valued inventory of all such items signed by the owner of the Property prior to the commencement of transit.

Provided that:

- a) in the event of Damage to Property forming part of a pair or set Our liability shall be

- the proportionate value that the Property bears to the total value of that pair or set
- b) the Excess applicable to this extension is £250.

## 2. Household Removers Extension (New for Old Cover)

General Exception 1c) is deleted.

We will indemnify You for Your liability for Damage to Property in the course of a household removal.

- a) We will not pay claims for:
- i. Damage arising as a result of packing which was inadequate to withstand normal handling during transit;
  - ii. mechanical, electrical or electronic breakdown, failure or derangement.
- b) Where the Vehicle Limit applicable to this Extension is more than £25,000 and the vehicle is carrying property to the value of £25,000 or more We will not pay a claim for Damage to items valued over £500 unless You have obtained a valued inventory of all such items signed by the owner of the Property prior to the commencement of transit.

Provided that:

- a) the value of the Property for the purposes of:
- i. establishing the Vehicle Limit or the Event Limit or
  - ii. claims adjustment
- shall be the new replacement value of the Property at the time of the Damage
- b) in the event of Damage to Property forming part of a pair or set Our liability shall be the proportionate value that the Property bears to the total value of that pair or set
- c) the Excess applicable to this extension is £250.

## 3. Office and Factory Removers Extension

General Exception 1d) is deleted.

We will indemnify You for Your liability for Damage to Property in the course of an office or factory removal.

We will not pay claims for:

- a) Damage arising as a result of packing which was inadequate to withstand normal handling during transit;
- b) mechanical, electrical or electronic breakdown, failure or derangement.

The Excess applicable to this extension is £250

## Section 2 – Combined Liability

### Definitions applicable to all parts of this section

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

#### **Asbestos**

Crocidolite, amonite, chrysotile, fibrous actinolite, fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals.

The term Asbestos includes asbestos in any form whether fibres, particles, dust or derivatives of asbestos or any material containing asbestos.

#### **Business**

For the purposes of this section the Business shall include:

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

#### **Clean Up Costs**

Costs reasonably incurred by

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

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

#### **Employee**

Any:

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

#### **Fungi**

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

#### **Injury**

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

**Offshore**

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

**Pollution or Contamination**

Any pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including for example smoke, vapours, soot, dust, fibres, Fungi, mould, fumes, acids, alkalis, chemicals and waste (including for example material to be recycled, reconditioned or reclaimed) or contamination of any kind of the atmosphere or of any water, land, buildings or other tangible property.

**Sudden Pollution or Contamination Incident**

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

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

**Territorial Limits**

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

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

### **Indemnity**

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

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

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

### **Limit of Liability**

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

### **Costs**

We will in addition:

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

### **Extensions**

#### **Clean Up Costs**

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

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

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

- A. incurred in achieving any improvement, betterment or alteration in the original property;
- B. for remedial action carried out in, or in relation to, property which at the time of the Sudden Pollution or Contamination Incident giving rise to such legal liability is owned by, or held in trust by, or in the custody or control of You;
- C. incurred in relation to the reinstatement, reintroduction or provision of any living organism or natural habitat;
- D. arising out of a genetically modified organism;
- E. arising solely from Your liability under legislation operating in any part of the United Kingdom which implements Directive 204/35/EC on environmental liability with regard to the prevention and remedying of environmental damage including the Environmental Damage (Prevention & Remediation) Regulations 2009;
- F. for incidents happening in North America or where a claim is brought in North America.

Provided that:

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

#### **Contingent Motor Liability**

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

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

- a) Damage to such vehicle or to goods conveyed by such vehicle;
- b) Injury or Damage arising whilst such vehicle is being:
  - i. driven by You;
  - ii. driven with the general consent of You or Your representatives by any person who, to Your knowledge or the knowledge of Your representatives, does not hold a licence to drive a vehicle unless such person has held and is not disqualified from holding such a licence;
  - iii. used elsewhere than in the United Kingdom the Channel Islands or the Isle of Man;
  - iv. used airside;



- c) Injury or Damage arising where You are entitled to indemnity under any other insurance.

#### **Data Protection Act**

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

This indemnity will not apply in respect of:

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

#### **Defective Premises Act**

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

#### **Joint Insureds**

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

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

#### **Overseas Personal Liability**

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

The indemnity will not apply to legal liability:

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

#### **Rented Premises**

Exclusion 3(b) of Part (A) shall not apply to premises leased, let, rented, hired or lent to You provided that the indemnity will not apply to legal liability in respect of:

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



## **Part (A) Exclusions**

The indemnity will not apply to legal liability:

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

in respect of Injury to any Employee.

### **2. Asbestos**

caused by or arising from:

- a) inhalation or ingestion of Asbestos;
- b) exposure to or fear of the consequences of exposure to Asbestos;
- c) the presence of Asbestos in any property or on land;
- d) investigating, managing, removing, controlling or remediation of Asbestos.

### **3. Property Under Your Control**

in respect of Damage to:

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

### **4. Product Recall**

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

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

for advice, certification, consultancy, design, formula, inspection, instruction, specification or testing provided separately by You or on Your behalf for a fee under a separate contract.

### **6. Aviation and Craft**

arising out of:

- a) work in or on aircraft;
- b) the supply of any products for use in any marine vessels or aircraft;
- c) the ownership, possession or use by or on Your behalf of any:

- i. aircraft;
- ii. watercraft (other than watercraft not exceeding 8 metres in length or any hand-propelled boat or pontoon).

## **7. Products to Offshore Industry**

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

## **8. Vehicles**

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

## **9. Liability Under Agreement**

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

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

## **10. Concrete or Concrete Products**

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

## **11. Pollution and Contamination**

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

Our liability for all compensation including Clean Up Costs and costs and expenses payable in respect of all claims arising out of a Sudden Pollution or Contamination Incident which is deemed to have occurred during the Period of Insurance shall not exceed, in the aggregate, the amount shown in the Schedule as the Limit of Liability.

## **12. Radioactive Contamination**

of whatsoever nature directly or indirectly caused by, or contributed to by, or arising from:

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

### **13. War**

caused by or arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

### **14. Toxic Mould**

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

This exclusion applies regardless whether there is any:

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



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

### **Indemnity**

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

### **Limit of Liability**

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

Costs and expenses shall be deemed to mean:

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

### **Right of Recovery**

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

### **Unsatisfied Court Judgements**

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

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

## **Part (B) Exclusions**

### **1. Radioactive Contamination**

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

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

### **2. Vehicles**

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

The logo for Provego underwriting features the word "Provego" in a large, red, serif font. Below it, the word "underwriting" is written in a smaller, red, sans-serif font. A large, stylized, multi-colored arc (ranging from blue to red) curves over the text, resembling a protective shield or a swoosh.

## Extensions applicable to this section

### Additional Persons Insured

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

Provided that:

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

### Compensation for Court Attendance

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

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

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

We will compensate You in respect of:

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

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

We will not provide indemnity:

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

### **Cross Liabilities**

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

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

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

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

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

We will not compensate You:

- i. unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance and in the course of the Business within the United Kingdom, the Isle of Man or the Channel Islands;
- ii. in respect of:
  - a. fines or penalties of any kind;
  - b. proceedings resulting from any deliberate act or omission of any party claiming to be indemnified;
  - c. proceedings relating to the health, safety or welfare of any person who is not an Employee;
- iii. where indemnity is provided by another insurance.

## **Conditions applicable to this section**

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

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

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

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

### **Contribution**

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

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

### **Discharge of Liability**

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

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



## Employers' Liability Tracing Office

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

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

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

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

The Database will be managed by the ELTO.

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

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

## Exclusions applicable to all sections

We do not cover:

### 1. Fines, Penalties, Punitive or Exemplary Damages

any:

- a) fines or penalties.
- b) liquidated damages.
- c) costs of appeal against any improvement or prohibition notices.
- d) fees for intervention payable under the Health and Safety Fees (Regulations) 2012.
- e) compensation ordered or awarded by a Court of Criminal Jurisdiction.
- f) aggravated, exemplary or punitive damages awarded by any court outside the United Kingdom, the Channel Islands or the Isle of Man.

## Exclusions applicable to all sections other than Section 2(B) – Employers' Liability

We do not cover:

### 2. Infectious Disease Pandemics

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.

## General Policy Conditions

### 1. Alteration

You shall give immediate notice to Us if:

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

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

### 2. Application of Limits

For the purposes of this Policy cover in respect of each person insured shall operate as if they are the only person covered by this Policy but in the event of a claim involving more than one person insured any limitation in respect of any amounts payable shall apply in priority to the policyholder and shall apply to the aggregate amounts paid to all persons insured.

### 3. Arbitration

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

### 4. Insurance Act 2015

In respect of:

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

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

## **5. Instalment Premiums**

- a) Where reference is made in this policy to the payment of premium this includes any agreement by You to pay by instalments.
- b) If Your broker has agreed to accept payment of the first premium or any subsequent premium by instalments this Policy remains a contract for the Period of Insurance shown in the Schedule.
- c) If any instalment of premium is not received by Your broker on or before its due date all unpaid instalments of premium and any Policy Administration Fees shall immediately become payable.

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

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

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

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

## **6. Observance of Terms**

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

## **7. Policy Administration Fees**

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

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

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

## **8. Premium Adjustment**

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

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

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

If you fail to provide the information We have requested then We may, at our discretion, charge You an additional premium that We believe reflects any additional cover We have provided over the preceding period of insurance based upon the information We already have in our possession.

## **9. Reasonable Precautions**

You shall take:

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

## **10. Reinstatement**

If We elect or become bound to reinstate or replace any property insured You shall, at Your own expense, provide Us with all plans, documents, books and information that We reasonably require. We shall not be bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner. We shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured on that item.

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

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

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

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

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

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

For the purposes of this clause Prohibition shall mean any economical financial or trade sanctions

imposed by the European Union or United Kingdom or any other prohibition or restriction imposed by law or regulation of the country of which this policy is issued or would otherwise provide cover.

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

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

### **14. Subrogation**

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



## Fair Processing

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

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

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

For further information on how your information is used by Accelerant and your rights in relation to your information, please see Accelerant’s privacy policy – <http://accelins.com/privacy-notice>.

For further information on how your information is used by RSA and your rights in relation to your information, please see RSA’s privacy policy – <https://www.rsagroup.com/support/legal-information/privacy-policy>.

For further information on how your information is used by Sedgwick and your rights in relation to your information please see Sedgwick’s privacy policy: <https://www.sedgwick.com/assets/uploads/documents/Sedgwick-Privacy-Policy-v7.0-April-2020.pdf>

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

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

Generally, we will rely on the following legal grounds:

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

### How we share your information

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

- Reinsurers, regulators and authorised/statutory bodies



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

## **Marketing**

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

## **Fraud Prevention and Detection**

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

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

## **Automated Decisions**

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

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

## **International Transfers**

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

## **How to Contact Us**

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