



**Freight, Remover's &  
Public Liability Insurance**

***fastquote***<sup>®</sup>

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## Introduction

This is Your insurance Policy.

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

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

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

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of Fact as failure to notify us of changes to Your Business which means that the information You originally provided no longer represents a fair presentation of the risk may invalidate the cover.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

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

Cover will continue after the renewal date shown in Your Statement of Cover only if We accept Your renewal premium.

### Rights to Cancel

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

Provided that there have been:

1. no claims made under the Policy for which We have made a payment;
2. no claims made under the Policy which are still under consideration;
3. no incident likely to give rise to a claim that 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’ notice in writing if any premium due under this Policy has not been paid to Us. If the premium due is paid in full to Us before the notice period expires, the notice of cancellation shall automatically be revoked. If not, the Policy shall automatically terminate at the end of the notice period.

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

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

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

## **Consequences of non-disclosure or misrepresentation**

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

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

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

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

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

## **Applicable Law & Jurisdiction**

The parties to this contract are free to choose the law & jurisdiction that applies to it. Unless otherwise stated in the Schedule, the Law of England and Wales shall apply and this contract shall be subject to English jurisdiction.

## **Complaints Procedure**

If You have any complaints about Our service, please write with details to the Managing Director of Provego at Lasyard House, Underhill Road, Bridgnorth WV16 4BB.

What will happen if You complain:

- a) Provego will acknowledge Your complaint within five working days of receipt
- b) Provego will try to resolve the complaint within five working days, but some cases may take a little longer to investigate, in which case we will write to You with a response within eight weeks of the date we receive Your complaint.
- c) If Your complaint should be dealt with by another party, Provego will refer it to that other party but will advise You when this occurs.

Once You have followed our complaints procedure, if You remain dissatisfied, You have six months to refer the matter to the Financial Ombudsman Service at Exchange Tower, London E14 9SR email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) or telephone 0800 023 4567 (free from most landlines) or 0300 123 9123 (free from most mobiles). The Financial Ombudsman Service will only consider Your complaint if You have given Provego the opportunity to resolve it.

Following the complaints procedure does not affect Your right to take legal action.

### **The Financial Services Compensation scheme**

We and Provego are covered by the Financial Services Compensation Scheme. 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. If We are unable to meet Our obligations, You may be entitled to compensation from the scheme depending on the type of insurance and the circumstances of the claim.

Further information is available from the Financial Services Compensation Scheme at [www.fscs.org.uk](http://www.fscs.org.uk) or Financial Services Compensation Scheme, 10th Floor, Beaufort House 15, St Botolph St., London EC3A 7QU, telephone 0800 678 1100 or 020 7741 4100

### **Your Insurer:**

*Royal & Sun Alliance plc registered in England & Wales (no 93792) Registered office: St. Mark's Court, Chart Way, Horsham West Sussex RH12 1XL  
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.*

The logo for Provego underwriting features the word "Provego" in a large, light red, serif font. Below it, the word "underwriting" is written in a smaller, light red, sans-serif font. A large, stylized, multi-colored arc (rainbow gradient) curves over the top of the text, ending in a hook-like shape on the right side.

# Freight Liability

## General Definitions:

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

### British Isles

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

### CMR

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

### Damage

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

### Data

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

### Endorsement

Any amendment made to Your Policy.

### Employee

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

### 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.

### **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.

### **Period of Insurance**

The period starting from the date of commencement and ending on the date of expiry shown in the Schedule.

### **Property**

Goods and/or merchandise carried for reward.

### **Provego Underwriting**

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

### **Recorded Information**

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

### **Schedule**

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

### **Statement of Fact**

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

### **Subcontractor**

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

**Terrorism**

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

**Theft**

Theft or attempted theft.

**Unattended**

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

**Vehicle**

Any Motor Vehicle used for the carriage of Property.

**Vehicle Limit**

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

**Virus or Similar Mechanism**

Any programming 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 self-replicating or not and including trojan horses, worms and logic bombs

**War and Allied risks**

Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power.

**We/ Us/ Our/ Insurer**

The insurer shown in the Schedule

**You/ Your/ Insured/ Policyholder**

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



## **COVER CONDITIONS**

### **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/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.

## GENERAL EXCEPTIONS

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/or alarm system fitted was 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 Convention.
- 9) caused by or:
  - a) contributed to by, or arising from any Virus or Similar Mechanism.
  - b) arising from any malicious act resulting in any inability or failure to receive, send, access or use Data (for any time at all).
  - c) arising from any malicious creation, input, destruction, erasure, distortion, corruption, alteration, misinterpretation, misappropriation or use of Data.
- 10) for Damage to Property or any indirect loss directly or indirectly caused by, or arising from, or contributed to, by:
  - a) Ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.

- b) any consequence whatsoever resulting directly or indirectly from, or in connection with Terrorism regardless of any other contributory cause or event.
- c) War and Allied Risks regardless of any other contributory cause or event.

11) For the first:

- 1. £50 of each and every claim for Damage to hand-held portable scanners;
- 2. £250 of each and every claim for Damage to all other Property;

which You agree to pay in respect of a claim made under this Section of Your Policy



## **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 whilst the Property is being:

- a) loaded upon, carried by or unloaded from any Vehicle specified in the Schedule, or
- b) temporarily stored in the course of transit (whether on or off a 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 General 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) Transshipment and other costs**

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

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

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

#### **4) General Average and Salvage Charges**

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

#### **5) Recorded Information**

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

- a) We will not pay more than
  - i. £10,000 any one Event.
  - ii. £50,000 in total, during the Period of Insurance.
- b) the maximum We shall pay shall be the:
  - i. replacement cost of the medium on and in which such Recorded Information was represented or stored, and
  - ii. clerical or administration costs of copying such Recorded Information onto fresh stationery or other storage medium.
- c) We will not pay claims for:
  - i. Damage to any Recorded Information unless:
    - a. occurring whilst loaded upon, carried by or unloaded from any Vehicle specified in the Schedule for this Section of Your Policy.
    - b. caused by Damage to the storage medium.
  - ii. Any Indirect Loss.
  - iii. the cost of retrieving or rebuilding or reworking any Damaged Recorded Information beyond the cost of copying.

## **OPTIONAL EXTENSIONS**

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

### **1. Household Removers Extension**

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 any item of Property exceeds £500 in value then We will not pay a claim for Damage to such items unless You have obtained a valued inventory of all items over £500 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

### **2. 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



## **Claims Conditions Applicable to the Freight Liability Section**

### **Notification**

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

### **Your responsibilities**

You must:

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

### **Our Rights**

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

## **Public Liability:**

### **DEFINITIONS APPLICABLE TO PUBLIC LIABILITY SECTION**

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

#### **Asbestos**

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

#### **Asbestos Dust**

Fibres or particles of Asbestos

#### **Asbestos Containing Materials**

Any material containing Asbestos or Asbestos Dust

#### **Business**

As specified in the Schedule and conducted solely from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man and shall include

- 1) ownership repair and maintenance of Your own property
- 2) provision and management of canteen social sports and Welfare organisations and first aid ambulance and medical services for the benefit of any Person Employed
- 3) fire and security services maintained solely for the protection of premises owned or occupied by You
- 4) private work undertaken by any Person Employed for any director or partner of You or any Employee with Your prior consent
- 5) attendance at or participation in trade fairs shows and exhibitions by any Employee or director in connection with their employment

but in respect of Section 2 shall not include any work undertaken Offshore

#### **Employee**

Any individual under a contract of service or apprenticeship with You

#### **Injury**

Bodily injury mental injury death disease illness wrongful arrest or false imprisonment

#### **Insured's Contribution**

The first £500 of each and every claim which You agree to pay in respect of

- A) the claimant's damages
- B) the claimant's costs and expenses

#### **Limit of Indemnity**

The maximum amount payable by Us as specified on the Schedule in the following circumstances:

- 1) Public/Products Liability
  - a) any one Event



- b) all Events happening during any Period of Insurance in respect of products supplied
- c) all incidents considered to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or the atmosphere

## 2) Legal Defence Costs

The total amount payable by Us in respect of all costs and expenses arising out of all claims during any Period of Insurance

### **Person Employed:**

Any:

- 1. Employee;
- 2. labour master and individuals supplied by him;
- 3. individual employed by labour only sub-contractors;
- 4. self-employed individuals (not being in partnership with You;
- 5. individual hired or borrowed by You;
- 6. individual undertaking study or work experience

while under Your direct control and supervision

### **Person Entitled to Indemnity:**

- 1. You;
- 2. Your personal representatives in respect of legal liability incurred by You;
- 3. At Your request:
  - a. any Principal;
  - b. any director of partner of You;
  - c. any Person Employedagainst legal liability in respect of which You would have been entitled to indemnity under this Policy if the claim had been made against You
  - d. the officers committees and members of Your canteen social sports and welfare organisations and first aid ambulance medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided
  - e. any director or partner of You or an Employee in respect of private work undertaken by any Person Employed for such director partner or Employee with Your prior consenteach of whom shall as though they were the Insured be subject to the terms of this Policy in so far as they can apply

### **Principal:**

Any party to whom You have a legal obligation to provide an indemnity

### **Property:**

Any material property but not including Data.

### **Terrorism**

Terrorism shall mean acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto

## SECTION 2 - PUBLIC/PRODUCTS LIABILITY

- This Section only applies where shown as operative in the Schedule

### WHAT IS INSURED

We will provide indemnity to any Person Entitled to Indemnity

1. up to the Limit of Indemnity against legal liability for damages in respect of
  - A) accidental Injury of any person
  - B) accidental loss of or damage to Property
  - C) nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way other than legal liability for damages which result from Your deliberate act or omission or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by You having regard to the nature and circumstances of such act or omission

happening during any Period of Insurance in connection with the Business

2. in respect of
  - A) claimants costs and expenses which You are legally liable to pay in connection with any claim
  - B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death
  - C)
    - i) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury which may be subject of indemnity under this Section including the defence of any criminal proceedings brought against You or any director or partner or Employee of You for an offence of corporate manslaughter or corporate homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
    - ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success
  - D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity this Policy

incurred with Our prior written approval

### General Provisions

Provided that in respect of

1. any one Event
2. all Events happening during any Period of Insurance in respect of products supplied
3. all incidents considered by Us to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere

the following shall apply

- a) the total amount payable by Us in respect of 1. above and all Extensions Endorsements and

- Memoranda shall not exceed the Limit of Indemnity
- b) The Insured's Contribution will be payable before We shall be liable to make any payment in respect of accidental loss of or damage to Property
  - c) We may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which at Our absolute discretion the claims arising out of such Event can be settled  
We will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which We may be responsible prior to the date of such payment
  - d) where We are liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity
  - e) the total amount payable by Us in respect of all damages arising out of all claims during any Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the appropriate Limit of Indemnity stated in the Schedule.

For the purposes of the Limit of Indemnity all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so there will only be two parties to the contract of insurance namely Us and You both as defined herein

## WHAT IS NOT INSURED

The indemnity will not apply to legal liability

### 1) Mechanical Vehicles

arising from or out of the ownership possession or use by or on Your behalf or any Person Entitled to Indemnity of any

- a) mechanically propelled vehicle other than legal liability arising out of
  - i) the use of plant as a tool of trade on site
  - ii) the use of plant at Your premises
  - iii) the loading or unloading of any vehicle
  - iv) it being laid up off the road which has been disclosed to and accepted by the appropriate licencing authority  
except where indemnity is provided by any motor insurance contract or where insurance or security is required by law
- b) aircraft or other aerial device
- c) aerospace device
- d) hovercraft
- e) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)

### 2) Employers' Liability

for bodily Injury or mental injury to or death disease or illness of any Person Employed arising out of and in the course of employment by You in the Business

### 3) Property in Your Custody or Control

for or arising from loss of or damage to any Property which at the time of the event giving rise to such legal liability is owned by or held in trust by You or in Your custody other than

1. Employees' directors partners or visitors personal effects including vehicles and their contents
2. premises and their contents not owned by or leased or rented to You at which You are undertaking work in connection with the Business
3. premises and their fixtures and fittings leased or rented to You unless such legal liability
  - a. has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement

- b. arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings

**4) Pollution or Contamination**

caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance

Provided that all pollution or contamination which arises out of one incident shall be considered by Us for the purposes of this Policy to have occurred at the time such incident takes place

**5) Product Recall**

- 1. in respect of loss of or damage to any
  - a. product supplied by You
  - b. contract work executed by Youcaused by any defect therein or the unsuitability thereof for its intended purpose
- 2. for the costs of recall removal repair alteration replacement or reinstatement of any
  - a. product supplied by You
  - b. contract work executed by Younecessitated by any defect therein or the unsuitability thereof for its intended purpose

**6) Professional Risks**

arising from or in connection with

- a) advice } provided for a fee
- b) design } provided for a fee
- c) specification }

**7) Contractual Liability**

arising from or in connection with any

- a) product supplied by You
- b) contract work executed by You

where such legal liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement

**8) Disposed Premises**

for the costs of remedying

- a) any defect or alleged defect
- b) the presence of Asbestos Asbestos Dust or Asbestos Containing Materials

in premises disposed of by You

**9) Fines or Penalties**

for

- i) fines or penalties
- ii) the costs of appeal against any improvement or prohibition notices
- iii) fees for intervention payable under the Health and Safety Fees (Regulations) 2012
- iv) compensation ordered or awarded by a Court of Criminal Jurisdiction

- v) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland 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) 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 nuclear component thereof

#### **12) War and Allied Risks**

#### **13) Fear of Asbestos**

for mental injury or fear of suffering bodily injury death disease or illness arising out of actual or suspected exposure to Asbestos Asbestos Dust or Asbestos Containing Materials

#### **14) Asbestos Removal Costs**

for the costs of management (including those of any persons under any statutory duty to manage) removal repair alteration recall replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos Asbestos Dust or Asbestos Containing Materials

### **Extensions to Section 2** (each of which is otherwise subject to the terms of this Policy)

#### **1) Cross Liabilities**

If the Insured comprises more than one party We will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each

Provided that the total amount payable in respect of damages shall not exceed the Limit of Indemnity

#### **2) 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 director or partner of You £500
- b) any Employee £250

#### **3) Contingent Motor Liability**

Notwithstanding Exclusion 1) a) We will provide indemnity to You against legal liability arising out of the use in the course of the Business by any Employee of any mechanically propelled vehicle not the property of nor provided by You

The indemnity will not apply to legal liability

- a. in respect of loss of or damage to such vehicle or to property conveyed therein
- b. arising while such vehicle is being driven by You

- c. in respect of which You or the Employee are entitled to indemnity under any other insurance
- d. arising outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

#### **4) Overseas Personal Liability**

We will provide indemnity to You and if You so request any Employee or director or partner of You against legal liability incurred in a personal capacity while temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the Business

The indemnity will not apply

- a) to legal liability arising out of the ownership or occupation of land or buildings
- b) where indemnity is provided by any other insurance

#### **5) Data Protection Act 1998**

The Business shall include the provision of any reciprocal arrangement for the storage or processing of computer data or for use of computer facilities

Provided that the indemnity will not apply to legal liability in respect of any loss or damage sustained by any party to such an arrangement

We will also provide an indemnity to You and if You so request any Employee or director or partner of You against legal liability to pay damages and claimant's costs and expenses for damage or distress as described in Section 13 of the Data Protection Act 1998

Provided that You are registered in accordance with the terms of the Act or have applied for such registration which has not been refused or withdrawn and have taken all reasonable care to comply with the requirements of the Data Protection Act 1998

This Extension shall not apply in respect of

- a) the payments of fines or penalties
- b) the costs of replacing reinstating rectifying erasing blocking or destroying any personal data
- c) liability arising from or caused by a deliberate or intentional act by or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by You or any other person 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 Extension
- e) legal liability where indemnity is provided by any other insurance

#### **6) Defective Premises Act**

This Policy will include an indemnity to You in respect of Injury or damage to Property incurred under the provisions of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975



## SECTION 3 - LEGAL DEFENCE COSTS

This Section applies only where shown as operative in Your Schedule

### WHAT IS INSURED

Where Injury of any person or loss of or damage to Property has not occurred We will provide indemnity to You and if You so request any Employee or director or partner of You

up to the Limit of Indemnity in respect of

- 1) legal costs and other expenses incurred with Our prior written approval
- 2) costs awarded against You or any director partner or Person Employed

in connection with the defence of criminal proceedings brought or in appeal against a conviction arising from such proceedings relating to an offence alleged to have been committed during the Period of Insurance in the course of the Business but only in respect of proceedings brought as stated below

In respect of a breach of

- 1) the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and Welfare of any person other than a Person Employed director or partner of You
- 2) Part II of the Consumer Protection Act 1987
- 3) Part II of the Food Safety Act 1990

### General Provisions

Provided that the indemnity will not apply

- a) to fines or penalties of any kind
  - b) to the costs of appeal against any improvement or prohibition notices
  - c) to fees for intervention payable under the Health and Safety Fees (Regulations) 2012
  - d) where indemnity is provided by any other insurance
  - e) to proceedings consequent upon any deliberate act or omission by
    - i) You
    - ii) any partner or director of You
    - iii) any Employee with any specific responsibility for compliance with the legislation specified in this Part  
which could reasonably have been expected to constitute a breach of the legislation specified in this Part
  - f) to any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to Asbestos Asbestos Dust or Asbestos Containing Materials
- 2) We may at any time pay the Limit of Indemnity (less any sums already paid) or any less amount for which at Our absolute discretion the claims arising can be settled but including any amount for which We may be responsible prior to the date of such payment  
We will then relinquish control of such claims and be under no further liability in respect thereof
  - 3) where We are liable to indemnify more than one person the total amount of indemnity shall not exceed the Limit of Indemnity

### Special Provision

We shall pass notification to an independent third party service provider with whom We have an agreement which shall thereafter administer claims settlement on Our behalf

## **CLAIMS CONDITIONS APPLICABLE TO THE PUBLIC LIABILITY SECTION**

### **Notification**

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

### **Your responsibilities:**

You must:

1. without unreasonable delay hold any subcontractor, bailee or other third party who may be liable in writing by way of a registered letter;
2. notify the police without unreasonable delay of any theft, malicious damage or other crime involving theft, vandalism or any malicious or criminal act;
3. not admit liability, offer to settle, compromise or make a payment in respect of any incident which may give rise to a claim under this Policy without Our prior written consent
4. Provide us with the Policy number stated on the Schedule, and
5. assist Us as We may reasonably require for the purpose of dealing with any claim

### **Legal Representation**

Where We provide Our consent to indemnify You in respect of any legal costs and expenses in relation to any matter which may form the subject of a claim for indemnity under this Policy We will choose an appropriate representative (be it a solicitor or otherwise) to act on Your behalf

We will provide You with details of the nominated appropriate representative prior to the representative's instruction

In the event that You wish to appoint Your own representative You will provide prior notification of Your intention to do so and seek the Our written consent

You agree that in respect of Your proposed representative

- a) the hourly rate (or such other fee basis as the case may be) to apply and
- b) the terms and conditions of such appointment

shall be subject to Our prior approval

In the event of a dispute regarding the amount of legal costs incurred by Your representative You agree that the Company will have the option to audit any files for the purpose of assessing the costs claimed

### **Our Rights**

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



## **General Conditions**

### **Precautions**

You must:

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

### **Financial and Trade Sanctions**

We shall not provide cover 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 or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the Period of Insurance We or You may cancel the part of this Policy that is prohibited or restricted with immediate effect by You sending written notice to Our registered address or Us to Your last known address.

### **Notification of Changes**

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

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

### **Observance**

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

### **Other Insurance**

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

### **Subrogation**

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

### **Fraud**

- 1 If You or anyone acting on Your behalf:
  - a) knowingly makes a fraudulent or exaggerated claim under Your Policy;
  - b) knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine); or
  - c) knowingly submits a false or forged document in support of a claim (whether or not the claim itself is genuine),
- 2 We may:
  - a) refuse to pay the claim;

- b) recover from You any sums We have paid to You in respect of the claim;
- c) by notice to You treat the Policy as having been terminated from the date of the fraudulent act.

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

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



## Fair Processing

### How we use your Information

Please read the following carefully as it contains important information relating to the details that You have given us. You should show this notice to any other party related to this insurance.

### Who we are

You are giving your information to:

Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Insurer), and Provego. Provego is an Appointed Representative of Barbarus Ltd and may use third parties to process your data.

### How your information will be used and who we share it with

Your information comprises of all the details We hold about you and your transactions and includes information obtained from third parties.

If you contact Us electronically, Insurers and/or Provego may collect Your information identifier e.g. Internet Protocol (IP) Address or telephone number supplied by your service provider

Your information may be shared with the Insurer, Provego, and selected third parties to help us and them:

- Assess financial and insurance risks;
- Recover debt;
- Process or manage any claim;
- Prevent and detect crime;
- Develop our services, systems and relationships with you;
- Understand our customers' requirements;
- Develop and test products and services
- Provide You with products We believe may be of interest to you

Your information is not disclosed to any other third parties except:

- Where We have Your permission; or
- Where We are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- Where we may transfer rights and obligations under this agreement

We may transfer your information within the EEA and to other selected countries on the basis that anyone we pass it to provides an adequate level of protection. In such cases, your data will be kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request

From time to time We may change the way We use your information. Where We believe You may not reasonably expect such a change We shall write to You. If You do not object You will consent to that change.

We will not keep your information for longer than is necessary.

### Sensitive Information

Some of the information We ask You for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about You or others except for the specific purpose for which You provide it and to carry out the services described in Your Policy documents. Please ensure that You only

provide Us with sensitive information about other people with their agreement

### **How to contact Us**

On payment of a small fee, You are entitled to receive a copy of the information Insurers or Provego hold about You. If You have any questions, or You would like to find out more about this notice you can write to: The Managing Director, Provego Underwriting Lasyard House, Underhill Street, Bridgnorth WV16 4BB or email: [info@provego.co.uk](mailto:info@provego.co.uk)

