

Landowners Policy



Thank you for choosing Covéa Insurance.

This is **Your** Landowners Insurance Policy. It sets out the details of **Your** insurance contract with Covéa Insurance.

Upon payment of the premium for the **Period of Insurance** or any subsequent period for which the **Company** shall agree to accept payment the **Company** will indemnify **You** in accordance with and subject to the terms of the Policy.

The **Schedule** and any Endorsements are incorporated into and form part of this Policy.

The **Proposal** and Declaration and/or Statement of Fact and any premium payment application made by **You** are the basis of and form part of this Policy.

Please read this Policy and its Schedule to ensure they are in accordance with Your requirements. Any query should immediately be referred to Ashburnham Insurance Services Ltd.



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Contact Numbers

Claims

Commercial Care Line 0330 024 2266

Should **You** be unfortunate enough to have to make a claim, Covéa Insurance Commercial Care Line will manage all aspects of the claim for **You** from the time it is reported.

Please contact them using the details below quoting **Your** policy number CT99 021457063:

- Dedicated telephone number – 0330 024 2266
- Dedicated fax number – 0330 024 2623
- By E-Mail – newcommercialclaims@coveainsurance.co.uk
- In writing – Covéa Insurance Commercial Care Line, Norman Place, Reading RG1 8DA. Please quote **Your** policy reference: 21457063

Covéa Insurance Commercial Care Line is a service available to customers 24 hours a day, 365 days a year. Staff trained in managing commercial claims will:

- Take details of **Your** claim over the phone, in most cases removing the need for completion of an incident report form.
- Take control of the management of **Your** claim from start to finish and arrange replacement of goods lost or stolen using the latest product information.

As a Covéa Insurance policyholder **You** have 24 hour access to emergency assistance should **You** encounter a problem affecting **Your** business premises ranging from a broken window to a fire or any other emergency including:

- Emergency glazing
- Locks
- Plumbing

Arrangements will be made for a suitable contractor or repairer to attend, although if the incident is not covered by **Your** policy **You** will be responsible for all costs incurred.

Our aim is to bring **Your** claim to a speedy and satisfactory conclusion.

Business Legal Helpline

As a Covéa Insurance policyholder should **You** require advice on any business legal problem, **You** may use the 24 hour telephone helpline at any time within the **Period of Insurance** of this Policy.

This advice is provided for **Your** benefit by MSL Legal Expenses Limited, the service is provided 24 hours a day, 7 days a week. However they may need to arrange to call **You** back depending on **Your** enquiry.

To take advantage of this service telephone 0161 603 2203 and quote **Your** policy number shown on **Your** policy Schedule.

Advice given to **You** will be confirmed in writing where necessary.

Introduction

Each Section of this policy, the Schedule and any Endorsements, together with this Introduction, Customer Information and the Definitions, Policy Conditions and Policy Cover shall be read as one document.

Any word or expression given a specific meaning in:

1. the **Schedule**, and Policy Endorsements, or this Introduction, the Customer Information and the Definitions, Conditions and Exclusions shall have the same meaning throughout the policy unless **We** state otherwise
2. an individual Section or any Section Endorsements shall only have the same meaning throughout such Section or Endorsement unless **We** state otherwise.

Any such word or expression given a specific meaning shall be highlighted with a leading capital letter and in bold text within the policy wording.

In return for **You** having paid or agreed to pay the premium for the **Period of Insurance**, **We** will indemnify **You**, subject to the terms contained in or endorsed on the policy, in respect of loss **Damage** or liability or pay other benefits which fall within the operative Sections of this policy, provided that the loss, **Damage** or injury which gives rise to the claim occurs during the **Period of Insurance** and in connection with the **Business**.

IMPORTANT

This policy is a legal contract.

You have a duty to make a fair presentation of the risk which is covered by this policy. Therefore **You** should ensure that any information **You** have provided to **Us** and the content of any application form, declaration and/or Statement of Fact is accurate and complete. Where **You** have provided **Us** with information which relates to matters of **Your** expectation or belief, it does not matter if such information turns out to be inaccurate provided that **You** acted in good faith when **You** provided **Us** with such information. If **You** do not comply with **Your** duty to make a fair presentation of the risk, **Your** policy may not be valid or the policy may not cover **You** fully or at all.

You must also tell **Us** about any facts or changes which affect **Your** insurance and which have occurred either since the policy started or since the last renewal date.

If **You** are not sure whether certain facts are relevant please ask Ashburnham Insurance Services Limited. If **You** do not tell **Us** about relevant changes, **Your** policy may not be valid or the policy may not cover **You** fully or at all.

You should keep a written record (including copies of letters) of any information **You** give **Us** or Ashburnham Insurance Services Limited.

Definitions

Certain words in the policy have specific meanings. These meanings are defined below and are printed in bold type. The words carry the same meaning whenever they appear in the policy and are printed in bold to help **You** identify them.

Business

The **Business** stated in the **Schedule**.

Company/We/Us/Our

Covea Insurance plc.

Damage

Accidental loss destruction or **Damage**.

Employee

- (a) any person under a contract of service or apprenticeship with **You**
- (b) any person who is hired to or borrowed by **You**
- (c) any person engaged under a work experience or training scheme
- (d) any labour master or person supplied by him
- (e) any labour only sub-contractor or person employed by him
- (f) any self employed person working on a labour only basis under the control or supervision of **You**
- (g) any voluntary worker

While working for and under the control or supervision of **You** in connection with the **Business**.

Injury

Bodily injury including death or disease.

Insured/You/Your

The person(s) or Company named in the **Schedule**.

Period of Insurance

The **Period of Insurance** stated in the policy **Schedule** or any subsequent period for which **You** pay and **We** accept the premium.

Pollution or Contamination

- (h) all **Pollution or Contamination** of buildings or other structures or of water or land or the atmosphere and
- (i) all **Injury** or **Damage** directly or indirectly caused by such **Pollution or Contamination**.

Principal

Any person, employer, firm, company, ministry or authority for whom **You** have entered into a contract or agreement for the performance of work in connection with the **Business**.

Risk Address

The location shown in the **Schedule** owned by **You** or for which **You** are legally responsible.

Schedule

The document that specifies **Your** details, the **Premises**, the property insured and any Excesses, Endorsements and Conditions applicable. The **Schedule** shows the Covers of the policy that are operative.

Customer Information

Registration and Regulatory Information

Insurance cover is provided by Covea Insurance plc. Registered in England and Wales No. 613259. Registered office: Norman Place, Reading, Berkshire RG1 8DA

Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **Our** Firm Reference Number is 202277. **You** can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

Complaints Procedure

It is always **Our** intention to provide a first class standard of service. However **We** do appreciate that occasionally things go wrong. In some cases Ashburnham Insurance Services Limited will be able to resolve any concerns, and **You** should contact them directly.

Alternatively, if **You** need to complain, please contact **Us** using the following details, quoting **Your** policy number CT99 021457063 or claim number.

Customer Relations, Covéa Insurance, Norman Place, Reading, Berkshire RG1 8DA.

Telephone: 0330 221 0444

Email:
customer.relations-rdg@coveainsurance.co.uk

Full details of the Covéa Insurance Internal Complaints Procedure are detailed in **Our** leaflet 'Complaints Procedure' which is available on request or may be downloaded from **Our** website at www.coveainsurance.co.uk/complaints.

You may be eligible to refer **Your** complaint to the Financial Ombudsman Service. There are a few instances where they will not be able to assist and they will confirm if **Your** complaint is eligible when **You** contact them. Their contact details are:

Financial Ombudsman Service Exchange Tower, Harbour Exchange Square, London E14 9SR
www.financial-ombudsman.org.uk

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

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to receive compensation from the scheme if **We** cannot meet **Our** obligations.

Further information is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU. www.fscs.org.uk.

Choice of Law

The parties to an insurance contract are free to choose the law that will apply. Unless **We** agree in writing with **You** otherwise, this insurance shall be subject to the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where **You** have **Your** principal place residency. If there is any dispute, the law of England and Wales shall apply.

Customer Information

continued

How to Cancel your Policy

If **You** do not want to accept the policy **You** have the right to cancel it within 14 days from the date of purchase of **Your** policy or the day **You** receive **Your** policy documentation, whichever is later. To do this **You** must return the policy documentation to Ashburnham Insurance Services Limited when giving **Your** instruction to cancel.

If cover has not yet started a full refund will be given. If cover has started **We** will refund the premium for the exact number of days left on the policy. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**. **We** will also do this if **You** want to cancel the policy within 14 days after the renewal date.

You may cancel the policy at any other time by contacting Ashburnham Insurance Services Limited.

If **You** cancel **Your** policy after 14 days and a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**, **We** will not refund any part of the premium. If **You** have a Loan Agreement with **Us**, all outstanding monies must be paid to **Us** as described in **Your** Loan Agreement.

If no claims have been submitted and there have been no incidents that are likely to give rise to a claim during the current **Period of Insurance**, **We** will refund the premium for the exact number of days left on the policy.

For **Our** rights to cancel **Your** policy please refer to Policy Conditions Section, Item 8 – Our Rights to Cancel the Policy, in this policy booklet.

How We Use Your Information

Please visit

www.coveainsurance.co.uk/dataprotection for further information about how and when **We** process **Your** personal information under **Our** full Privacy Policy.

The personal information, provided by **You**, is collected by or on behalf of Covea Insurance plc ('we, us, our') and may be used by **Us**, **Our** employees, agents and service providers acting under **Our** instruction for the purposes of insurance administration, underwriting, claims handling, for research or for statistical purposes.

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 "sensitive personal information", **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.

Customer Information

continued

- **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 sensitive personal information.

How We Share Your Information

In order to sell, manage and provide **Our** products and services, prevent fraud and comply with legal and regulatory requirements, **We** may need to share **Your** information with the following third parties, including:

- Reinsurers, Regulators and Authorised/ Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on **Our**, or **Your** behalf
- Product providers where you've opted to buy additional cover
- Other insurers, business partners and agents
- Other companies within the Covea Insurance Group

Marketing

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

Fraud Prevention and Detection

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

We may also conduct credit reference checks in certain circumstances. **You** can find further details in **Our** full Privacy Policy explaining how the information held by fraud prevention agencies may be used or in which circumstances **We** conduct credit reference checks and how these checks might affect **Your** credit rating.

Automated Decisions

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

These automated decisions will produce a result on whether **We** are able to offer insurance, the appropriate price for **Your** policy or whether **We** can accept **Your** claim. If **You** object to an automated decision, **We** may not be able to offer **You** an insurance quotation or renewal.

How to Contact Us

Please contact **Us** if **You** have any questions about **Our** Privacy Policy or the information **We** hold about **You**:

The Data Protection Officer, Covea insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX or

email: dataprotection@coveainsurance.co.uk.

Policy Conditions

1. Reasonable Precautions

You must take or cause to be taken all reasonable precautions to prevent or minimise **Injury** or **Damage** and any perimeter walls, gates and fences must be kept in good repair.

2. Alterations

You or Ashburnham Insurance Services Limited must tell **Us** immediately if during the **Period of Insurance** there is any alteration in risk or to the facts which **You** disclosed when **You** took out this policy, which materially affects the risk of injury, loss, **Damage** or liability which would fall within the policy cover. This includes but is not limited to alterations to the **Business**.

When **You** tell **Us** about an alteration in risk, **We** may apply additional terms and conditions to this policy (including but not limited to premium) or, if the risk is unacceptable to **Us**, **We** may cancel the policy in accordance with Policy Conditions Item 8 (Our Rights to Cancel the Policy).

If an alteration creates an additional premium, this will be subject to a minimum premium of **£10** plus Insurance Premium Tax. If as a result of a mid term alteration **You** are due a refund of premium, amounts of under **£10** plus the prevailing rate of Insurance Premium Tax as stated on **Your** policy **Schedule** will not be returned to **You**, to cover administration costs.

If **You** fail to tell **Us** about an alteration in risk, **We** may:

- (a) terminate the policy back to the date when the alteration occurred, if **We** would have cancelled the policy had **You** told **Us** of the alteration in risk;

- (b) proportionately reduce the amount payable in respect of a claim; and/or
- (c) treat the policy as if it contained such different terms (other than relating to the premium) that **We** would have applied to the policy had **You** told **Us** of the alteration in risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the alteration in risk occurred.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** told us about the alteration in risk. For example, if the premium which **You** actually paid is 70% of the premium **We** would have charged, **We** will only pay **70%** of any claim.

3. Change of Risk or Interest

This policy shall be avoided if:

- (a) **Your** interest ceases other than by death
- (b) the **Business** be wound up or carried on by a liquidator or receiver or permanently discontinued

at any time after the commencement of this insurance unless **We** have accepted the change.

Nothing contained in this policy shall give any right against **Us** to any person other than **You** except to a transferee approved by **Us**.

Policy Conditions

continued

4. Claims Procedure and Requirements

In the event of circumstances giving rise to or likely to give rise to a claim **You** shall

- (a) report it to **Us** immediately and furnish in writing full details of **Injury** or **Damage** as soon as possible but at the latest within seven days if caused by riot civil commotion or malicious persons
- (b) report it to the Police immediately in the event of **Damage** by malicious persons, theft or vandalism
- (c) at **Your** own expense give all evidence information and assistance as required
- (d) send every writ or other document to **Us** immediately and not acknowledge it nor admit liability nor promise payment to other parties without **Our** written consent
- (e) permit **Us** at **Our** own discretion and expense to take over and conduct the defence or settlement of any claim and to take all necessary steps for enforcing any rights against any other party in **Your** name before or after **Your** claim

5. Fraudulent Claims

For the purposes of this Condition the definition of '**You / Your**' will also include any person who is entitled to benefit from the policy to the extent that a claim is made by or on their behalf.

If **You** or anyone acting on **Your** behalf makes a claim which is in any way fraudulent **We**:

- (a) will not pay the claim;
- (b) may recover from **You** any sums already paid by **Us** in respect of the claim; and
- (c) may notify **You** that **We** are treating this policy as having terminated with effect from the time of the fraudulent act.

If **We** do treat this policy as having terminated, **You** will have no cover under this policy from the date of termination and will not be entitled to any refund of premium.

Where a fraudulent claim is made by or on behalf of a person who is not the **Insured**, this condition applies only to that person's claim and references to 'this policy' should be read as if they were references to the cover for that person alone and not to the policy as a whole.

Fraudulent claims include but are not limited to:

- (a) making a claim which is fraudulent, fictitious or known to be false
- (b) intentionally exaggerating or inflating a claim
- (c) supporting a claim with false or forged documents, information or statements
- (d) wilfully causing loss, **Damage** or injury

6. Company's Rights

- (a) **We** may enter any **Risk Address** where **Damage** has occurred and take possession of or require to be delivered to them any property insured and deal with it in any reasonable manner
- (b) **We** are entitled to take over and conduct the defence or settlement of any claim at **Our** discretion
- (c) **We** may at any time pay the Limit of Liability (after the deduction of any sum or sums already paid) or any less amount for which such claim or claims can be settled and shall then relinquish the conduct and control of and be under no further liability in respect thereof except for the payment of costs and expenses incurred prior to the date of such payment

Policy Conditions

continued

7. Other Insurances

If the **Damage** or liability which is the subject of a claim under this policy is covered by any other insurance **We** will not pay more than **Our** rateable proportion

8. Our Rights To Cancel The Policy

We or any agent appointed by **Us** and acting with **Our** authority have the right to cancel **Your** policy, where there is a valid reason for doing so. **We** will give **You** fourteen days notice of cancellation in writing, by recorded delivery, to the latest address **We** have for **You** and will set out **Our** reason for cancellation in **Our** letter.

Valid reasons may include but are not limited to:

1. not
 - (a) paying a premium when it is due
 - (b) co-operating with **Us**, or sending **Us** information or documentation that materially affects **Our** ability to process the policy or **Our** ability to defend **Our** interests
 - (c) exercising **Your** duty of care as required under the "Reasonable Precautions" Policy Conditions section of this policy booklet.and failing to put this right when **We** ask **You** to by sending **You** seven days written notice to **Your** latest address.
2. use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers.

If **We** cancel **Your** policy, **We** will refund the premium for the exact number of days left on the policy less an additional charge of **£25** plus insurance premium tax.

If a claim has been submitted or there have been any incidents likely to give rise to a claim during the current period of insurance, **We** will not refund any part of the premium.

If **You** have a loan agreement with **Us** to pay for **Your** insurance, outstanding monies may be owed when **Your** policy is cancelled. They must be paid to **Us** as described in **Your** loan agreement.

For **Your** rights to cancel the policy please refer to Customer Information "How to Cancel Your Policy" of this policy wording.

9. Payment by Instalments

If the premium is paid or payable by monthly instalments the policy shall remain an annual contract. The date of payment and the amount of instalments are governed by the terms of the credit agreement. If an instalment is not received by the due date then subject to the Consumer Credit Act 1974 (if applicable) the credit agreement and the policy will be cancelled immediately.

10. Arbitration

If any difference arises as to the amount 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 an arbitrator the making of an award shall be a condition precedent to any right of action against **Us**.

Policy Conditions

continued

11. Fair Presentation of the Risk

You must make a fair presentation of the risk when **You** first take out this policy and also whenever **You** renew it or ask **Us** to change **Your** cover.

If **You** fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact, or disclosing material facts to **Us** in a way which is not clear and accessible.

We may avoid this policy and refuse all claims where:

- (a) such failure was deliberate or reckless; or
- (b) **We** would not have entered into this policy on any terms had **You** made a fair presentation of the risk.

Should **We** avoid this policy **We**:

- (a) shall treat the policy as if it had not existed from the start date, the renewal date, or the date when **You** asked **Us** to change **Your** cover, depending on when the failure to make a fair presentation of the risk occurred
- (b) shall return the premium paid for the period for which the policy is treated as not having existed unless the failure to make a fair presentation of the risk was deliberate or reckless
- (c) may deduct from any return of premium due to **You** any monies already paid in respect of claims falling within the period for which the policy is treated as not having existed or require **You** to repay such claims.

Provided that any failure to make a fair presentation of the risk is not deliberate or reckless, if **We** would have entered into or renewed this policy, or agreed to make changes to **Your** cover on different terms had **You** made

a fair presentation of the risk, **We** may:

- (a) proportionately reduce the amount payable in respect of a claim; and/or
- (b) treat the policy as if it contained such different terms (other than relating to the premium) that **We** would have applied to the policy had **You** made a fair presentation of the risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the policy started, was renewed or when changes were made to **Your** cover, depending on when **You** failed to make a fair presentation of the risk.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** made a fair presentation of the risk. For example, if the premium which **You** actually paid is **70%** of the premium **We** would have charged, **We** will only pay **70%** of any claim.

Where this policy provides benefits to individuals who would, if they had taken out similar insurance in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession, **We** will not rely on this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to that particular individual, unless the individual (or **You** on their behalf) makes a careless misrepresentation, in which case **We** may rely on this condition as against that particular individual as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

Policy Conditions

continued

12. Terms Not Relevant to Actual Loss

If payment of a claim is conditional upon compliance with any term of this policy **We** will not pay for any claim where the term has not been complied with except where the term concerned:

- (a) is operative only in connection with particular premises or locations;
 - (b) is operative only at particular times; or
 - (c) is intended to reduce the risk of particular types of injury, loss, **Damage** or liability
- where **We** will pay for claims in respect of which **You** can prove that non-compliance with the term could not have increased the risk of the injury, loss, **Damage** or liability which occurred.

Policy Cover

Cover

1. In the event of
 - (a) **Injury** to any person other than an **Employee**
 - (b) **Damage** to property other than property belonging to **You** or in the custody or control of **You** or any **Employee** happening during the **Period of Insurance** at the **Territorial Limits** and arising from **Your** ownership of the **Risk Address** described in the policy **Schedule** **We** will subject to the Limit of Liability indemnify **You** against legal liability for damages and claimant's costs and expenses in respect of such **Injury** or **Damage**
2. If the **Insured** comprises more than one party (which terms in the case of a partnership includes each individual partner) **We** will indemnify each in the terms of this Cover against liability incurred to the other as if such other was not included as an **Insured**
3. **We** will in addition pay
 - (a) solicitors' fees incurred with **Our** written consent for representation at any Coroner's Inquest or fatal inquiry or Court of Summary Jurisdiction in respect of any event which may be the subject of indemnity under paragraph 1 above
 - (b) costs and expenses incurred with **Our** written consent

Indemnity to Other Persons

We will indemnify in the terms of this policy

1. if **You** so request any director or **Employee** in respect of liability for which **You** would have been entitled to indemnity if the claim had been made against **You**
2. the legal personal representatives of any person entitled to indemnity under this Cover in respect of liability incurred by that person

If **We** are liable to indemnify more than one party the total amount of indemnity to all such parties including **You** shall not exceed the Limit of Liability

Indemnity to Principals

We will at **Your** request indemnify any **Principal** to the extent required by the contract between **You** and the **Principal** in respect of liability arising from the performance of work by **You** for such **Principal** provided that:

1. **We** shall retain sole conduct and control of any claim
2. the **Principal** shall observe, fulfil and be subject to the terms, conditions, exclusions and limits of this Section insofar as they can apply

Additional Cover

1. **We** will indemnify **You** in the terms of this Cover in respect of **Injury** or **Damage**
 - (a) caused by any motor vehicle which is owned by or in the possession of or being used by or on behalf of **You** in connection with the **Business** which is not licensed for road use and which is being used in circumstances which do not require insurance or security under any road traffic legislation

Policy Cover

continued

(b) arising during the act of loading or unloading a motor vehicle or the bringing to or taking away of a load from such vehicle in the course of the **Business** provided that **You** are not more specifically insured under any other policy

2. **We** will indemnify **You** and no other person in the terms of this Cover in respect of the use of any motor vehicle not the property of or provided by **You** and being used in the course of the **Business**

We will not be liable in respect of

(a) **Damage** to such vehicle

(b) **Injury** or **Damage** arising while such vehicle is being driven by **You**

provided that **We** shall not be liable under this extension if **You** are entitled to indemnity under any other insurance

Limit of Liability

As shown in the Schedule in respect of any claim or number of claims arising out of one cause provided that **Our** liability in any one **Period of Insurance** in respect of **Injury** or **Damage** arising directly or indirectly from **Pollution or Contamination** which is deemed to have occurred during any such Period shall not exceed £1,000,000

Exceptions

We shall not be liable in respect of

1. any liability for any amount in respect of liquidated damages fines or penalties which attaches solely because of a contract
2. **Injury** or **Damage** which results from any deliberate act or omission of **You** or **Your** partners directors or managerial **Employees** and which could reasonably

have been expected having regard to the nature and circumstances of such act or omission This Exception shall also apply in respect of any deliberate act or omission of any other person claiming indemnity but only so far as indemnity to such person is concerned

3. **Injury** or **Damage** which arises directly or indirectly from **Pollution or Contamination** unless such **Pollution or Contamination** is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance** For the purposes of this Exception all **Pollution or Contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place

4. Liability arising from the ownership or possession or use by or on behalf of **You** of any mechanically propelled vehicle or mobile plant

(a) which is licensed for road use
or

(b) for which compulsory motor insurance or security is required
or

(c) which is more specifically insured provided always that this Exception shall not apply in respect of

(i) liability not more specifically insured under any other policy arising during the act of loading or unloading mechanically propelled vehicles or mobile plant or the bringing to or the taking away of a load from such vehicles or such plant

Policy Cover

continued

- (ii) the use of any mechanically propelled vehicle or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required
- 5. Liability arising from the ownership or possession or use by or on behalf of **You** of craft designed to travel through air or space hovercraft or watercraft other than barges motor launches and nonpowered craft used on inland waterways
- 6. Liability arising from Products
- 7. **Damage** to that part of any property upon which **You** or any **Employee** or agent of **You** is or has been working where the loss or **Damage** is the direct result of such work
- 8. **Damage** or **Injury** arising out of or in connection with the burning of debris, spraying of crops by any method or tree felling
- 9. **Damage** or **Injury** arising out of the straying or escape of animals from the **Risk Address**
- 10. **Damage** or **Injury** arising out of or in connection with any building work or contracting operations undertaken by or on **Your** behalf
- 11. The first £250 in respect of loss or damage to Third Party property
- 12. **Damage** to any property or any loss or expense resulting or arising therefrom or any legal liability directly or indirectly caused by or contributed to by or arising from
 - (a) ionising radiation 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
- 13. Liability loss or **Damage** caused directly or indirectly by an act of terrorism as defined in the UK Terrorism Act 2000 is excluded
- 14. 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
- 15. Loss cost expense liability for **Injury** loss or **Damage** directly or indirectly arising out of or resulting from the manufacture mining processing distributions testing remediation removal storage disposal sale use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

In respect of liability for property **Damage** only that part of any such loss which is directly or indirectly arising out of or resulting from the manufacture mining processing distributions testing remediation removal storage disposal sale use of or exposure to asbestos is excluded by the foregoing
- 16. **Damage** distortion erasure corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use reduction in functionality cost expense of whatsoever nature resulting there from regardless of any other cause or event contributing concurrently or in any other sequence to the loss

Policy Cover

continued

For the purposes of this exclusion the following definitions apply:

“Electronic Data” shall mean facts concepts and information converted to a form useable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment

“Computer Virus” shall mean a set of corrupting harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature it shall include but not be limited to ‘trojan horses’ ‘worms’ and ‘time or logic bombs’

17. Liability arising out of **Your** ownership or maintenance of any building, plant or machinery which is in a poor state of repair, derelict or dilapidated, whether or not it is unoccupied or unattended

How to make a claim

In the event of an incident occurring which may give rise to a claim under this policy:

1. Take all necessary and reasonable precautions and emergency action to prevent further **Injury** loss or **Damage** occurring

Telephone the Covéa Insurance Commercial Care Line on 0330 024 2266

2. Notify the Police of any incident involving Theft, Malicious Damage or Vandalism
3. Notify Commercial Care Line as soon as possible giving full details of the incident

We will

- (i) check the policy cover to ascertain, as far as practical at this stage, that a valid claim exists
- (ii) appoint a Loss Adjuster at **Our** discretion

At least two repair estimates should be obtained

4. Send to **Us** immediately upon receipt any writ summons or other legal process issued or commenced against **You** and do not negotiate admit or repudiate any claim without **Our** written consent
5. Retain all damaged property/salvage for inspection. **You** may not however abandon any property or salvage to **Us**

6. **We** shall be entitled to

- (i) enter any of the locations where Bodily **Injury** loss or **Damage** has happened and take and keep possession of the insured property and deal with the salvage in a reasonable manner
- (ii) negotiate defend or settle in **Your** name and on **Your** behalf any claim made against **You** as **We** deem appropriate
- (iii) prosecute in **Your** name for **Our** own benefit any claim against any other person in respect of any amount paid or payable

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Registered in England and Wales No. 613259

Authorised by the Prudential Regulation Authority and regulated by the
Financial Conduct Authority and the Prudential Regulation Authority No. 202277

