

# SUMMARY OF COVER

Liability Insurance for Courier and Light Haulage Contractors working within the UK and Europe

## About this Document

This policy summary does not contain the full terms and conditions applicable to your insurance, which are contained in the policy and should be read carefully

## About Arya Underwriting Services

Arya Underwriting Services are a trading style of Clearbroking Limited who is authorised and regulated by the Financial Conduct Authority. Register no. 952124. Registered office 126-128 High Street, Delabole, Cornwall PL33 9AJ

## About Your Insurance Broker

Your Insurance Broker is the organisation that you arranged this insurance with and should be your first point of contact for any queries you may have on the policy.

## How to Make a Claim

If You need to report a claim or an incident that may result in a claim, please contact Arya Underwriting Services. You may wish to do this through Your insurance broker whose contact details are shown in the Schedule. There are a number of important conditions and obligations in relation to any claim You make, please see General Condition 1 of your policy booklet



UNDERWRITING SERVICES

## How to Make a Complaint

Our aim is to ensure that all aspects of Your insurance are dealt with promptly, efficiently and fairly. At all times, We are committed to providing You with the highest standard of service. If You have any questions or concerns about Your Policy or the handling of a claim You should, in the first instance, contact Your insurance broker, whose contact details are shown in the Schedule. In the event that You remain dissatisfied and wish to make a complaint, You can do so at any time by referring the matter either to Us at:

Chubb Customer Relations, PO Box 4510, Dunstable LU6 9QA  
Telephone: 0800 519 8026 or Email: [customerrelations@chubb.com](mailto:customerrelations@chubb.com).

If You remain dissatisfied after We have considered Your complaint, You may have the right to refer Your complaint to the Financial Ombudsman Service. Their contact details are:

Post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR  
Telephone: 0800 023 4 567 (calls to this number are free from "fixed lines" in the UK) or 0300 1239123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

You can cancel this insurance at any time. You may wish to do this through Your insurance broker whose contact details are shown in the Schedule of insurance.

## Cancellation by us

We can cancel this insurance by giving **You** fourteen (14) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- non-payment of premium;
- a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
- non-cooperation or failure to supply any information or documentation **We** request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

If this insurance is cancelled then, provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium, subject to a deduction for any commission paid to **Your** insurance broker. If **We** have paid any claim, or part of any claim, then no refund of premium will be allowed

## How to Cancel - Cancellation by You

This insurance includes a cooling-off period in which you can cancel Your policy for any reason, subject to no claims having occurred, within 14 days of receiving the full terms & conditions and a full refund of the premium paid will be allowed. If You wish to cancel a policy You must advise your broker in writing, prior to expiry of the 14-day cancellation period.

If this insurance is cancelled by **You** outside of the cooling off period detailed in the above paragraph then, provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis but subject to an administration charge of £20.00. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium.

If **We** have paid any claim, in whole or in part, then no refund of premium will be allowed

## Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if We cannot pay a claim to You under this Policy. If You are entitled to compensation under the scheme, how much compensation You would receive would depend on the nature of this Policy. You can get more information about the scheme from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website at [www.fscs.org.uk](http://www.fscs.org.uk)

**We must Draw your attention to the importance of the policy exclusions which fall under the General Exclusions section of the policy. Please also refer to the 'What is Covered and What is not Covered' Sections under 'Your Cover'**

**We will not cover You in respect of: -**

## **Asbestos (1)**

**Injury**, loss of, or **Damage to Property**, cost or expense of any kind caused by, or contributed to, by, or arising from, the manufacture, production, storage or handling of asbestos or materials containing asbestos.

This Exclusion shall not apply to the accidental discovery of asbestos, or materials containing asbestos fibre, provided that without delay, upon discovery all handling, removal, transportation or disposal of asbestos, or materials containing asbestos fibre, ceases and any subsequent handling, removal, transportation or disposal of asbestos, or materials containing asbestos fibre, is carried out by qualified licensed subcontractors on terms which will indemnify **You** for all liability arising out of such work.

## **Contractual Liability (2)**

any liability which is assumed by You by agreement, unless such liability would have attached in the absence of such agreement

## **Legal Restrictions (3)**

any cover, any claim or the provision of any benefit if by doing so it would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Australia, United Kingdom or United States of America.

## **Punitive Damages (4)**

any liability for punitive, multiplied or exemplary damages, fines or penalties or performance warranties unless proven that liability would have attached in the absence of such warranties.

## **Radioactive and Nuclear (5)**

Any liability caused by, or contributed to, by, or arising from:

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component

any weapon of war or mass destruction, whether or not employing atomic or nuclear fission or fusion or like reaction or radioactive force or matter, or pathogenic, chemical, biological or similar agents.

## **Terrorism (6)**

any liability as a result of **Terrorism**, except as provided in Section 1, Extension 3.

## **United States and Canada (7)**

any judgment, award or settlement made within countries which operate under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such judgment award or settlement either in whole or part) unless **You** have requested that there shall be no such limitation and have accepted the terms offered by **Us** in granting such cover, which offer and acceptance must be subject to specific endorsement to this Policy

**General Exclusions (8) to (16) apply only to Sections 2, and 3 of the Policy and any Endorsements.**

**We will not cover You in respect of: -**

## **Defective Workmanship (8)**

loss of, or **Damage to Property**, or any costs or expense incurred in repairing, replacing, removing, rectifying, recalling, or making any refund in respect of **Goods**

## **Employment (9)**

**Injury** sustained by an **Employee** which arises out of and in the course of their employment or engagement by **You**.

## **Cyber Exclusion (10) - This exclusion does not apply to Section 1: Employers' Liability.**

- a) any legal liability for 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 therefrom regardless of any other cause or event contributing concurrently or in any other sequence to the loss. ELECTRONIC DATA means 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 programs software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment. COMPUTER VIRUS means 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. Computer Virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs.
- b) Any unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use or operation of any computer, computer system, computer software programme, code, virus or process or any other electronic system.

## **Communicable Disease (11) - This exclusion does not apply to Section 1: Employers' Liability.**

- a) all actual or alleged loss, liability, damage, compensation, Injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
- b) For the purposes of this endorsement, loss, liability, damage, compensation, Injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
- c) As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism, and includes the substance or agent which transmits the disease, where:
  - i. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - ii. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - iii. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or deterioration of, loss of value of, loss of marketability of, loss of use of or Damage to Property

## **Fungus and Mould (12)**

**Injury**, loss of, or **Damage to Property**, cost or expense of any kind caused by, resulting from or in connection with any fungus of any kind, including but not limited to mildew, mould, spores or allergens

## **Pollution (13)**

any liability caused by, or arising out of pollution, or contamination of buildings or other structures or of water or land or the atmosphere, but this exclusion shall not apply in respect of pollution or contamination caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the **Policy Period** stated in the **Schedule**

## **Removal of hazardous materials (14)**

**Injury**, loss of, or **Damage to Property**, cost or expense of any kind caused by, resulting from or in connection with, any component building material that must be removed, encapsulated or otherwise abated because its presence or release is a hazard to human health

## **War (15)**

loss of, or **Damage to Property**, or legal liability occasioned by, happening through, or in consequence of war, invasion, acts of foreign enemies' hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or **Damage to Property** by or under the order of any government, or public, or local authority.

## **Watercraft, Aircraft and Offshore (16)**

liability arising from **Goods** used with **Your** knowledge in connection with aircraft and other aero-spatial devices (including drones), watercraft, or **Offshore** structures.

## The Cover we do and do not provide under this policy

Cover under this Section 1 is subject to the Conditions, Limitations and Exclusions set out within this Section 1, plus all the terms, General Conditions and General Exclusions set out in the Policy. Words in Bold and title case have the meaning in the General Definitions Section

### What is covered

### Section 1: Limitations and Exclusions



#### Scope of cover

- 1) All sums which **You** shall become legally liable to pay as damages including claimants' costs and expenses in respect of **Injury** sustained by an **Employee of Yours** arising out of and in the course of their employment or engagement by **You** and caused during the **Policy Period** in connection with the **Business** and occurring within the Geographical Limits given below.
- 2) All costs and expenses incurred by **You** (except as described in 3 below) with **Our** written consent in respect of any claim against **You** which may be covered by this Policy.
- 3) The payment of legal and other defence fees incurred with **Our** written consent, up to a limit of £50,000 arising out of any one **Occurrence**, for **Your** representation at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death, and at which **Your Employee** or principal, including any director, partner, or senior official, has been requested to give evidence, and proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in **Injury** which may be covered by this Policy.

The following Limitations and Exclusions detailed in this column apply in addition to any applicable General Exclusions

We shall not cover **You** under this Section against liability:

- a) for **Injury** sustained by any **Employee**:
  - (i) in respect of which compulsory insurance is required to be arranged by **You** under the Road Traffic Act 1998 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation; or
  - (ii) whilst **offshore** other than as referred to in Extension 2 of this Section 1.

#### Limits of Liability

The most We will pay under this Section in respect of any one claim against **You**, or series of claims against **You** arising out of one Occurrence, inclusive of all costs and expenses shall not exceed the Limit of Liability

#### Geographical Limits

In this section, Geographical Limits means. Albania, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, The United Kingdom of Great Britain and Northern Ireland, the Channel Islands, Guernsey, the Isle of Man, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia and Montenegro, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Vatican City or whilst temporarily outside the countries named above provided that any such Employee is: (a) ordinarily resident in The United Kingdom of Great Britain and Northern Ireland, Guernsey and the Isle of Man; and (b) engaged in non-manual work.

## Compulsory Insurance / Rights of Recovery

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

The following Extensions only apply to this Section 1 if specified in the Schedule as operative, and are in addition to the General Extensions detailed on page 22 and 23 of Your Policy Booklet

## What is covered

## Section 1: Limitations and Exclusions



### UNSATISFIED COURT JUDGMENTS (1)

(a) Where a judgment for damages has been obtained by any **Employee** or their legal personal representatives:

(i) in respect of **Injury** sustained by the **Employee** arising out of and in the course of their employment by **You**;

(ii) against any company or individual operating from, or resident within, the Geographical Limits in any court situated in the Geographical Limits, and such judgment remains unsatisfied in whole or in part 6 months after the date of judgment, at **Your** request.

**We** will pay to the **Employee** or their legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

(b) If any payment is made by **Us** the **Employee** or their said legal personal representatives shall assign the judgment to **Us**.

**Our** liability for damages, costs and expenses shall not exceed the **Limit of Liability**

The following Limitations and Exclusions apply in addition to any applicable General Exclusions or Section 1 Exclusions.

We will not cover any judgment where an appeal remains outstanding.

### OFFSHORE (2)

If **We** are required by compulsory insurance regulations then **We** will make a payment in respect of Injury occurring Offshore.

**We** shall not cover **You** in respect of liability in excess of £5,000,000 any one Occurrence.

### TERRORISM (3)

Injury as a result of Terrorism to any **Employee** of **Yours** which arises out of and in the course of employment or engagement by **You**

**We** shall not cover **You** in respect of liability in excess of £5,000,000 any one Occurrence.

Cover under this Section 2 is subject to the Conditions, Limitations and Exclusions set out within this Section 2, plus all the terms, General Conditions and General Exclusions set out in the Policy. Words in Bold have the meaning in the General Definitions Section

## What is covered

## Section 2: Limitations and Exclusions



### Scope of cover

(1) All sums which **You** shall become legally liable to pay as damages including claimants' costs and expenses in respect of:

- (a) Accidental **Injury** to any person;
- (b) Accidental loss of, or **Damage to Property**;
- (c) Obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement;
- (d) Wrongful arrest, wrongful detention, false imprisonment, or malicious prosecution;

in connection with the **Business** and occurring anywhere within the Geographical Limits given below during the **Policy Period** stated in the **Schedule**.

(2) All costs and expenses incurred by **You** (except as described in 3 below) with **Our** written consent in respect of any claim against **You** which may be covered by this Policy.

The payment of legal and other defence fees incurred with **Our** written consent, up to a limit of £50,000 arising out of any one **Occurrence**, for **You** representation at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death and at which **Your Employee** or principal, including any director, partner, or senior official, of **Yours** has been requested to give evidence and proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in **Injury** or loss of or **Damage to Property** which may be covered by this Policy.

**We** shall not cover **You** under this Section:

- (a) for loss of, or damage to, **Property** belonging to **You**, or in **Your** custody or control, or in the custody or control of **Your Employees** other than:
  - (i) personal effects (including vehicle and their contents) of **Employees** or visitors;
  - (ii) any premises including their contents, not being premises leased or rented to **You**, which are temporarily occupied by **You** for the purpose of carrying out work there;
  - (iii) any other **Property** on which **You** or any of **Your Employees** or agents is or has been carrying out work, but **We** will not cover **You** in respect of loss or damage to that part of any **Property** being worked upon;
- (b) arising out of ownership, possession or use of any mechanically propelled vehicle where a Certificate of Motor Insurance or surety is required under the Road Traffic Act or any similar legislation other than:
  - (i) vehicles designed primarily to operate as tools of trade (which term shall be deemed to include any plant primarily designed to operate on or about a contract site);
  - (ii) other vehicles brought on to site for use on site.

This exclusion will not apply to any liability arising out of or from the operation or use of any mechanically propelled vehicle not owned, hired or borrowed by or leased to **You** and used in the course of **Business** provided that **We** will not be liable for

- (i) **Damage to Property** to such vehicle or to property conveyed therein/thereon);
- (ii) **Injury** or **Damage to Property** arising while such vehicle is being driven by any assured person other than the employee or any person who, to the assured's knowledge or the knowledge of any principal, director, officer or manager of the assured, does not hold a licence to drive such vehicle;
- (iii) **Injury** or **Damage to Property** caused or arising while such vehicle is engaged in racing, pace-making, reliability trials or speed testing
- (iv) **Injury** or **Damage to Property** caused or arising while such vehicle is being used outside the United Kingdom
- (v) **Injury** or **Damage to Property** in respect of which the assured is entitled to indemnity from any other insurance



- (c) for loss caused by any Goods after they have left Your custody or control, other than food or drink supplied primarily for the use of Your Employees or for entertainment purposes;
- (d) for loss arising from professional advice, design, plans, specifications, formulae, surveys or directions prepared or given for a fee or other charge by **You** or by anyone on **Your** behalf or in circumstances where a fee would normally be charged
- (e) for any applicable Excess

## Limits of Liability

The most We will pay under this Section (including any Extensions) for damages in respect of any one claim against You or series of claims against You arising out of one Occurrence shall not exceed the Limits of Liability.

Any costs and expenses incurred by You in respect of this Section under this Policy will be payable in addition to the Limits of Liability

## Geographical Limits

In this section, Geographical Limits means. Albania, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, The United Kingdom of Great Britain and Northern Ireland, the Channel Islands, Guernsey, the Isle of Man, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia and Montenegro, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Vatican City

The following Extensions only apply to this Section 2 if specified in the Schedule as operative, and are in addition to the General Extensions on page 22 and 23 of Your Policy Booklet.

## What is covered

## Section 2: Limitations and Exclusions

### MOTOR VEHICLES TOOL OF TRADE RISK (1)

We will cover **You** in respect of liability for **Injury** or loss of or **Damage to Property** caused by or arising from:

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

The following Limitations and Exclusions apply in addition to any applicable General Exclusions or Section 2 Exclusions

We will not cover **You** against liability:

in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle;

### MOTOR CONTINGENT LIABILITY (2)

We will cover **You** in respect of liability for **Injury** or loss of, or **Damage to Property** arising from the ownership, possession or use under **Your** control or the control of any of **Your Employees** of any mechanically propelled vehicle, including anything attached to it, used in circumstances where insurance or security is required by any road traffic legislation or where insurance is already provided by any other policy or security, caused by or arising from any motor vehicle or anything attached to it, not belonging to or provided by **You**, being used by an **Employee** in the course of the **Business**.

We shall not cover **You** against liability:

- (a) in respect of damage to any such vehicle or anything attached to it or **Property** being conveyed by such vehicle or anything attached to it;
- (b) for which insurance is already provided by any other policy;
- (c) caused or arising whilst such vehicle or anything attached to it is:
  - (i) engaged in racing, pace-making, reliability trials, or speed testing; or
  - (ii) driven by the **You**; or
  - (iii) being driven with **Your** consent or the consent of anyone acting on **Your** behalf by any person who to **You**, or anyone acting on **Your** behalf's, knowledge does not hold a licence to drive such vehicle; or
  - (iv) used outside the Geographical Limits.

### MOVEMENT OF OBSTRUCTING VEHICLES (3)

We will cover **You** in respect of liability for **Injury** or loss of or **Damage to Property** caused by or arising from any vehicle (not owned or hired by or lent to **You**) being driven by **You** or by any **Employee** with **Your** permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicles or pedestrians.

We will not cover **You** against liability:

in respect of damage to such vehicle;

in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle.

We will only cover **You** under this Section extension if:

- (a) movements are limited to vehicles parked on or obstructing **Your** premises, or any site at which **You** are working; and
- (b) the vehicle causing obstruction will not be driven by any person unless such person is competent to drive the vehicle; and
- (c) the vehicle causing obstruction is driven by use of the owner's ignition key.

## DEFECTIVE PREMISES ACT (4)

**We** will cover **You** in respect of liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any premises previously owned or occupied by **You** for purposes pertaining to the **Business** and which have since been disposed of by **You**

**We** will not cover **You** against liability:

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

## LEASED OR RENTED PREMISES (5)

**We** will cover **You** in respect of liability for loss of, or damage to, premises including their contents being leased or rented to **You**.

**We** will not cover **You** against liability assumed by **You** under any agreement, which would not have attached in the absence of such agreement.

## OVERSEAS PERSONAL THIRD-PARTY LIABILITY (6)

**We** will cover:

- (a) **You**; and
- (b) at **Your** request:
  - (i) any principal, including any director, partner, senior official, or any **Employee** of **Yours**;
  - (ii) any spouse or child of the persons stated in (a) or (b)(i) above who are accompanying such persons

in respect of personal liability incurred by such persons for accidental **Injury** to any person or accidental loss of or **Damage to Property** in connection with an event occurring in a country outside of the Geographical Limits of Section 2 whilst on a temporary visit to such country in connection with the **Business**. Provided that:

- (a) any insured person under this Section Extension shall as though they were **You** be subject to the introduction, the Customer Service Information, the General Definitions, General Conditions, General Exclusions, Sections, Section Extensions, the **Schedule** and any endorsements to this Policy;
- (b) nothing in this Section Extension shall increase **Our** liability to pay any amount exceeding the **Limits of Liability** stated in the **Schedule**, regardless of the number of persons claiming to be covered.

**We** shall not cover **You** in respect of:

- (a) contractual liability;
- (b) liability for which insurance is already provided by any other policy;
- (c) liability in respect of **Damage to Property** belonging to or in the custody or under the control of any insured person under this Section Extension;
- (d) liability in respect of **Injury** to any insured person under this Section Extension;
- (e) liability caused by or arising from:
  - (a) the ownership or occupation of land or buildings;
  - (b) the carrying on of any business, profession, trade or employment;
  - (c) the ownership, possession or use of animals other than domestic dogs or cats

## DATA PROTECTION ACT (7)

If **You** have registered in accordance with the terms of the Data Protection Act 2018, or have applied for such registration which has not been refused or withdrawn, **We** will cover **You** under this Section 2 Extension in respect of compensation for damage arising out of any claim under Section 13(2) of the Data Protection Act 2018 not otherwise insured hereunder and first made against **You** during the **Policy Period** stated in the **Schedule**.

**We** shall not cover **You** for damages, costs and expenses that exceed the Limits of Liability stated in the **Schedule**, and notwithstanding anything stated in the **Schedule** or elsewhere in this Policy to the contrary the said Limits of Liability shall for the purpose of this Section Extension apply in respect of the total of all claims during the **Policy Period** stated in the **Schedule**.

**We** will not cover **You** in respect of:

- (a) the first 10% of each claim, subject to a minimum of £500 and a maximum of £5,000;

- (b) liability caused by, or arising from, a deliberate act by, or omission of any person entitled to insurance under this Section Extension if the result could reasonably have been expected having regard to the nature and circumstances of such act or omission;
- (c) the costs of replacing, reinstating, rectifying or erasing any personal data;
- (d) liability caused by, or arising from, any incident or circumstances known to **You** at the start of the **Policy Period** stated in the **Schedule** which may give rise to a claim;
- (e) liability caused by or arising from the recording, processing or provision of data for reward, or the determining of the financial status of a person;
- (f) contractual liability;
- (g) liability in respect of **Injury** to any person or loss of, or **Damage to Property**

Cover under this Section 3 is subject to the Conditions, Limitations and Exclusions set out within this Section 3, plus all the terms, General Conditions and General Exclusions set out in the Policy. Words in Bold and title case have the meaning in the General Definitions Section.

## What is covered

## Section 3: Limitations and Exclusions



### Scope of cover

- (1) All sums which **You** shall become legally liable to pay as damages including claimants' costs and expenses in respect of:
  - (a) Accidental **Injury** to any person; and
  - (b) Accidental loss of, or physical **Damage to Property**,
 caused by any **Goods** occurring anywhere within the Geographical Limits given below during the **Policy Period** which arises in connection with the **Business**.
- (2) All costs and expenses incurred by **You** (except as described in 3 below) with **Our** written consent in respect of any claim against **You** which may be covered by this Policy.
- (3) The payment of legal and other defence fees incurred with **Our** written consent arising out of any one **Occurrence** for **Your** representation at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death and at which an **Employee** or principal including a director, partner, or senior official, of **Yours** has been requested to give evidence and at proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in **Injury** or loss of or **Damage to Property** in respect of any **Goods**.

**We** shall not cover **You** under this Section:

- (a) caused by, or in connection with, any **Goods** which to **Your** knowledge are for export to, or use in, the United States of America or Canada;
- (b) caused by any **Goods** in the custody or control of **You**;
- (c) For any applicable **Excess**.

### Limits of Liability

The most **We** will pay under this Section (including any Extensions) for damages in respect of any one claim against **You** or series of claims against **You** arising out of one **Occurrence** shall not exceed in the aggregate the **Limits of Liability**.

Any costs and expenses incurred by **You** in respect of this Section under this Policy will be payable in addition to the **Limits of Liability**.

### Geographical Limits

Anywhere in the world other than at **Your** premises during the **Policy Period** and caused by any **Goods**.

The following Extensions only apply to this Section 3 if specified in the Schedule as operative, and are in addition to the General Extensions on page 22 and 23 of Your Policy Booklet.

**What is covered**

**Section 3: Limitations and Exclusions**



**CONSUMER PROTECTION ACT AND FOOD SAFETY ACT (1)**

We will cover You, and at Your request any principal, including any director, partner, senior official, or any Employee of Yours, under this Section 3 Extension, for legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 and Sections 7 and 8 of the Food Safety Act 1990, including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection.

Provided that:

- (a) the proceedings relate to an offence alleged to have been committed during the Policy Period stated in the Schedule and in the course of the Business;
- (b) the principal, including a director, partner or senior official, or Employee shall as though they were You be subject to the terms, conditions, exclusions and limitations of this Policy insofar as they can apply.


**The following Limitations and Exclusions apply in addition to any applicable General Exclusions or Section 3 Exclusions**

We shall not cover You in respect of:

- (a) fines or penalties of any kind;
- (b) any proceedings arising from circumstances for which insurance is already provided by any other policy;
- (c) proceedings consequent upon a deliberate act by, or omission of, any person entitled to insurance under this Section 3 Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission;

proceedings which arise out of any activity or risk excluded from this Policy.

This part of the Policy provides details of the general Additional Covers. These apply to all Sections of this Policy unless otherwise stated, and are in addition to the Extensions specific to any Section of the Policy. All Exclusions, terms and conditions applicable to the underlying cover being extended by virtue of these clauses, shall apply.

What is covered	Significant Limitations and Exclusions 
<p><b>INDEMNITY TO PRINCIPAL (1)</b></p> <p>We will cover any principal under Sections 1 and 2 against liability in respect of <b>Injury</b> or loss of, or <b>Damage to Property</b>, to the extent that any contract or agreement entered into by <b>You</b> with any principal so requires</p>	<p><b>The following Limitations and Exclusions apply in addition to any applicable General Exclusions, Section Exclusions or Extension Exclusions</b></p> <p>Provided that:</p> <ul style="list-style-type: none"> <li>(a) payment would have been made by <b>Us</b> had a claim been made against <b>You</b>;</li> <li>(b) the principal shall observe fulfil and be subject to the terms, conditions, exclusions and endorsements of this Policy as far as they can apply;</li> <li>(c) No payment will be made by <b>Us</b> in respect of liquidated damages or under any penalty clause;</li> <li>(d) payment made by <b>Us</b> under Section 1 shall only apply in respect of liability to any person who is an <b>Employee</b>.</li> </ul>
<p><b>CROSS LIABILITIES (2)</b></p> <p>If <b>You</b> are comprised of more than one party, <b>We</b> will under Sections 2 and 3 make payment to each party in the same manner and to the same extent as if separate Policy had been issued to each party.</p>	<p>Nothing in this Extension shall increase the <b>Limits of Liability</b> of the operative Section(s) stated in the <b>Schedule</b>, regardless of the number of persons claiming to be insured by this Policy.</p>
<p><b>HEALTH AND SAFETY AT WORK AND CORPORATE MANSLAUGHTER (3)</b></p> <p><b>We</b> will cover <b>You</b> and at <b>Your</b> request any director, partner, senior official or <b>Employee</b> of <b>Yours</b>, in respect of legal costs and expenses incurred with <b>Our</b> written consent in the defence of any prosecution or (subject to the provisions below) incurred in connection with appeal against conviction arising from such prosecution under the provisions of:</p> <ul style="list-style-type: none"> <li>(1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978;</li> <li>(2) the Corporate Manslaughter and Corporate Homicide Act 2007.</li> </ul> <p>Provided that the proceedings relate to an offence alleged to have been committed during the <b>Policy Period</b> and in the course of the <b>Business</b>, and where there is also a claim or potential claim for damages against <b>You</b> or any of the additional persons insured <b>You</b> are entitled to cover under this Policy.</p>	<p><b>We</b> will not cover <b>You</b> in respect of:</p> <ul style="list-style-type: none"> <li>(a) fines or penalties of any kind, remedial or publicity orders or prosecution costs imposed as a consequence of such prosecution, including any fee for intervention;</li> <li>(b) any circumstances for which cover is provided by any other insurance;</li> <li>(c) proceedings consequent upon a deliberate act by, or omission of, any person entitled to insurance under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission;</li> </ul> <p>proceedings which arise out of any activity or risk excluded from this Policy.</p>

## HEALTH AND SAFETY AT WORK AND CORPORATE MANSLAUGHTER - CONTINUED (3)

**We** will only pay the costs and expenses of legal representation for an appeal against conviction if:

- (a) any related claim against **You** for damages remains unsettled; and
- (b) in the opinion of the legal representatives acting for **You** an appeal is more likely than not to succeed; and
- (c) the total amount of any damages likely to be awarded against you exceeds the total cost of legal representation for an appeal.

The most **We** will cover **You** for in respect of all such legal costs and expenses in respect of each and every prosecution, arising out of one **Occurrence** shall not exceed £1,000,000 regardless of the number of offences alleged against **You**

If a claim for damages is settled or is withdrawn, **We** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment.

## COURT ATTENDANCE COSTS (4)

If any of the people mentioned below attend court as a witness at **Our** request, in connection with a claim in respect of which **You** are entitled to insurance under this Policy, **We** will provide compensation to **You** at the following rates per day for each day on which attendance is required:

- (a) £250 for **You** or any of **Your** directors or partners;
- (b) £100 for any **Employee**.





### **Arya Underwriting Services**

Arya Underwriting Services is a trading style of Clearbroking Limited who are authorised and regulated by the Financial Conduct Authority Reg no: 952124

#### **Registered Address**

126-128 High Street  
Delabole  
Cornwall  
PL33 9AJ