



# Employers' Liability

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Insurance for householders employing domestic staff

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Policy



[www.mortonmichel.com](http://www.mortonmichel.com)

Arranged by Morton Michel

# Householders Employers' Liability Policy

## Introduction

Thank you for insuring with Covea Insurance plc.

Please keep this policy in a safe place since it contains important information about your insurance protection.

You should check the policy schedule carefully. It shows those sections under which you are covered. We will issue a replacement schedule if you change your cover in the future.

## Our promise of satisfaction

If this policy does not meet your needs, you have the right to cancel it within 21 days from the date it begins (as stated in the schedule) or from the date you receive this policy document, whichever is the later. Please inform us by writing to Covea Insurance plc, 50 Kings Hill Avenue, West Malling, Kent ME19 4JX, or phone 0330 134 8161. If you cancel in this period you will receive a full refund of premium but if there has been an incident which has resulted or could have resulted in a claim, you must reimburse us for any amounts we have paid or may be required to pay, in respect of the incident. For more information on cancellation, please refer to Page 10.

**To ensure we maintain a high quality service, we may monitor or record telephone calls.**

## Your agreement with us

We will insure you in accordance with the policy terms and conditions as shown in the schedule as applying to you against legal liability occurring thereunder during any period of insurance for which you have paid or agreed to pay a premium. Prior to us accepting this policy of insurance, you provided us with answers to a number of questions. Your answers are recorded in a Statement of Fact which we will issue to you at the commencement of this policy and again at each renewal. It is important that these answers have been provided honestly and, having taken reasonable care, to the best of your knowledge. You should therefore carefully check this Statement of Fact to ensure that we have recorded your details accurately and completely.

If we find out during the period of insurance that any answers to the questions we have asked you, as recorded in the Statement of Fact, have been incorrectly given, your policy may be cancelled, or a claim rejected or not fully paid.

## Changes

We have agreed this policy with you on the basis of the information you have provided to us as recorded on a proposal form. Please tell us immediately if you become aware of:

- anything which is incorrect, incomplete or omitted from the information originally provided by you or
  - any changes in your circumstances which may increase the possibility of loss, damage or liability covered by this policy.
- We reserve the right to change the premium and terms if you change the information originally provided.

## Confidentiality

We promise complete confidentiality and security in all matters relating to this insurance. These will be under the personal control of a nominated senior underwriter.

## The Contract

Your policy is evidence of the contract that is in place between us.

The policy, the schedule, including any specific terms and conditions stated, should be read together as one document.



James Reader  
Chief Executive Officer  
Covea Insurance plc

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## **Authorisation and Regulation**

Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services register number is 202277.

# Customer Service Information

## 1. Covea Insurance plc

Covea Insurance plc is a public limited company, registered in England and Wales under number 613259. It underwrites general insurance business. It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The Financial Conduct Authority and Prudential Regulation Authority are independent watchdogs that regulate financial services.

Our Financial Services Register number is 202277. You can check this on the Financial Services Register by visiting the Financial Conduct Authority website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on 0800 111 6768.

Registered Office:

Norman Place, Reading, Berkshire, RG1 8DA

## 2. Accessibility

We are able to provide upon request, audio tapes, large print documentation and Braille documentation. Please advise us if you require any of these services to be provided so that we can communicate in an appropriate manner.

## 3. Law applicable to the contract

We propose to choose English law as the law applicable to the contract unless we agree another choice of law with you prior to the start date.

## 4. Premiums

Premiums are payable annually to Morton Michel Limited who will collect these on our behalf. Insurance premium tax, as imposed by current legislation, is incorporated into all premiums.

## 5. Promise of satisfaction and service

We are confident that your policy will bring you complete satisfaction. We undertake to refund the premium in full if you are not satisfied with the cover provided by your policy if it is returned within 14 days of issue, but if there has been an incident which has resulted or could result in a claim you must reimburse us for any amounts we have paid or may be required to pay, in respect of that incident.

## 6. Duration of contract

The first period of insurance under your policy will be 12 months unless otherwise requested by you and agreed by us in writing.

## 7. 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 meet our obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme.

## 8. Notification of a claim

If you have a claim, or are aware of an incident that could result in a claim, please contact Morton Michel on 020 3824 8477 or Covea Insurance plc on 0330 134 8187.

## 9. Enquiries or complaints

If you have an enquiry or complaint regarding:

- the suitability of this policy for your needs; or
- the information and advice you received whilst it was originally being discussed; or
- the operation or administration of the policy;

or an enquiry concerning a claim that you may have made you should contact Morton Michel at Alhambra House, 9 St Michaels Road, Croydon CR9 3DD; telephone number 020 3824 8477.

If you have a complaint concerning a claim you have made you should contact Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX; telephone number 0330 134 8187 or email [claimspost@sterlinginsurancegroup.com](mailto:claimspost@sterlinginsurancegroup.com). A copy of Covéa Insurance's complaints handling procedure is available on request by writing to the Customer Services Manager, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX or by telephoning 0330 134 8203; email [information@coveainsurance.co.uk](mailto:information@coveainsurance.co.uk).

## Customer Service Information

Please be ready to provide all relevant details of your policy and in particular your policy number (if allocated) to help your enquiry or complaint to be dealt with speedily.

If you are not satisfied with the way in which your complaint has been handled, you may have the right to refer it to the Financial Ombudsman Service at Exchange Tower, Harbour Exchange Square, London E14 9SR; telephone numbers 0800 023 4567 (calls to this number are normally free for people calling from a "fixed line" phone – but charges may apply if you call from a mobile phone) and 0300 123 9 123 (calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs). Website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Please note that the Financial Ombudsman Service will normally only consider a complaint once we have issued a final response letter.

Following this procedure will not affect your legal rights.

Nothing in the terms and conditions of this policy will reduce your statutory rights relating to faulty or mis-described goods or services. For further information about your statutory rights, you should contact your local authority Trading Standards Department or Citizen's Advice Bureau.

### **10. Morton Michel**

Morton Michel Limited is a private company limited by shares incorporated in England and Wales under registered number 5120835.

Its Registered Office is PIB Group, Rossington's Business Park, West Carr Road, Retford, Nottinghamshire DN22 7SW; its head office is Alhambra House, 9 St Michaels Road, Croydon, CR9 3DD. It is authorised and regulated by the Financial Conduct Authority. It appears on the Financial Services Register under number 527300. You can check this on the Financial Services Register by visiting the Financial Conduct Authority website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on 0800 111 6768.

# How We Use Your Information

Please visit [www.coveainsurance.co.uk/dataprotection](http://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.
- **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.

# How We Use Your Information

## 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](mailto:dataprotection@coveainsurance.co.uk).

# Definitions

Any words or expressions listed below will carry the same meaning wherever they appear in bold in the policy unless stated otherwise.

<b>act of terrorism</b>	an act or threatened act that <ul style="list-style-type: none"><li>• involves a violent or an unlawful use of force or an unlawful act dangerous to human life, property or infrastructure, or threat thereof and</li><li>• is or appears to be intended to intimidate or coerce a civilian population or disrupt any segment of the economy of any government, state or country or overthrow, influence or affect the conduct or policy of any government by intimidation or coercion or affect the control of any government by mass destruction, assassination, kidnapping or hostage taking and</li><li>• is committed for political, religious, ideological or other similar purposes</li></ul>
<b>bodily injury</b>	death, injury, illness, disease or shock – (not applicable to the Legal Expenses Section)
<b>business</b>	Householder(s) employing nannies, carers or domestic help.
<b>employee</b>	in connection with <b>your business</b> any <ul style="list-style-type: none"><li>• person under a contract of service or apprenticeship to <b>you</b></li><li>• labour master or labour only sub contractor or person supplied by them</li><li>• self employed person providing labour only</li><li>• trainee or person undergoing work experience, training, study or exchange scheme</li><li>• person hired to or borrowed by <b>you</b></li><li>• voluntary workers</li></ul>
<b>Great Britain</b>	England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man nor the Channel Islands
<b>period of insurance</b>	the period stated in the <b>schedule</b> as the period of insurance
<b>products</b>	any goods, including containers, packaging, labelling and instructions for use, sold, supplied, processed, delivered, installed, tested, repaired, serviced, altered, treated or hired out by <b>you</b> in connection with the <b>business</b> and no longer in <b>your</b> possession or control
<b>schedule</b>	this provides details of <b>you</b> , the <b>period of insurance</b> and the sums insured and limits which apply and specifies any endorsements which amend the standard policy wording
<b>start date</b>	the commencement date of the insurance by this policy as stated in the <b>schedule</b>
<b>territorial limits</b>	the <b>United Kingdom</b> , the Isle of Man or the Channel Islands
<b>United Kingdom</b>	<b>Great Britain</b> and Northern Ireland
<b>we, us, our</b>	Covea Insurance plc
<b>you, your, yours</b>	the person or persons named as the Insured in the <b>schedule</b>



# Employers' Liability Section

## What you are covered for:

- 1 **We** will pay all amounts which **you** shall become legally liable to pay as damages in respect of accidental **bodily injury** to any **employee** if such **bodily injury** arises out of and in the course of his employment by **you** in the **business** and occurring
  - a) during the **period of insurance**
  - b) within the **territorial limits**
  - c) elsewhere in the world in respect of any journey or temporary visit in connection with the **business** by **you** or any **employees** normally resident within the **territorial limits**.

## 2 Compensation for court attendance

**We** will pay **you** for the costs of attendance at court to help defend or act as a witness in connection with any claim for which **you** are entitled to be paid under this section and with **our** agreement up to a maximum amount of £250 per person per day for each day on which such attendance is required.

## 3 Corporate Manslaughter

**We** will pay **you** in respect of

- a) legal costs and expenses incurred with **our** prior written consent and
- b) prosecution costs awarded against **you**

in the defence of criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death happening in connection with the **business** during the **period of insurance** and which may be the subject of payment under this section

Provided that

- i) **our** liability shall not exceed the maximum amount payable shown in the **schedule** during any one **period of insurance**
- ii) all amounts payable under this extension will form part of and not be in addition to the limit of indemnity stated in the **schedule**
- iii) where **we** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings any amount paid or payable by **us** will be deducted from the amount payable under this section
- iv) **we** agreed in writing to the appointment of any solicitor or counsel who is to act on **your** behalf prior to their appointment.

**We** will not be liable for

- i) any fines or penalties or the cost of implementing any remedial order or publicity order
- ii) an appeal against any fines penalties remedial order or publicity order
- iii) any costs incurred which result from the failure to comply with any remedial order or publicity order
- iv) costs and expenses in connection with any appeal unless advice has been obtained from solicitors or counsel approved by **us** that there are strong prospects of success
- v) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **you** or any other director partner or **employee of yours**
- vi) costs and expenses provided by any other source or any other insurance or where but for the existence of this extension would have been provided by such source or insurance
- vii) costs and expenses in connection with the defence of any criminal proceedings unless such proceedings are brought against **you** in a Court of Law in **Great Britain**, Northern Ireland, the Isle of Man or the Channel Islands.

## 4 Cross liabilities

Where there is more than one person named as the Insured in the **schedule** this section shall apply separately to each named person as if each is insured by a separate policy, provided always that **our** maximum liability in the aggregate for damages to all parties insured shall not exceed the Maximum amount payable under this section.

# Employers' Liability Section

## What you are covered for:

### 5 Health and Safety at Work etc. Act 1974

We will pay **you** and, at **your** request, any director, partner or **employee** against legal costs and expenses incurred, with **our** written consent, in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 committed or alleged to have been committed during the **period of insurance**, including legal costs and expenses incurred with **our** written consent in an appeal against conviction arising from such proceedings.

We will not be liable for

- a) any fines or penalties or the cost of implementing any remedial order or publicity order
- b) an appeal against any fines, penalties, remedial order or publicity order
- c) costs and expenses provided by any other source or any other insurance or, which but for the existence of this extension, would have been provided by such source or insurance
- d) proceedings arising out of any deliberate act or omission by **you**.

### 6 Indemnity to other persons

We will pay at **your** request

- a) any of **your** directors, partners or **employees**
- b) any officer, committee member or other person employed by **your** catering, social, sports, educational or welfare organisations or first-aid, medical, ambulance, fire or security services
- c) any director, partner or official for whom with **your** consent an **employee** is undertaking private work
- d) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **you** for the performance of work
- e) the owner of plant hired by **you** but only to the extent of the conditions of hire
- f) any legal representative of any of the above in the event of their death

for amounts which they are legally liable in respect of which **you** would have been entitled to payment under this policy if the claim had been made against **you**.

Provided that

- i) any person is not entitled to be paid under any other insurance
- ii) any person shall observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- iii) **we** shall retain the sole conduct and control of any claim
- iv) the total amount **we** will pay for damages to **you** and any such persons shall not exceed the maximum amount payable shown in the **schedule**.

### 7 Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by any **employee** or the personal representatives of any **employee** in respect of **bodily injury** caused to the **employee** during the **period of insurance** and happening in connection with the **business** against any person or company operating from a premises within the **territorial limits** in any court within the **territorial limits** and remaining unsatisfied in whole or in part six months after the judgement **we** will at **your** request pay to the **employee** or the personal representatives of the **employee** the amount of damages and any awarded costs that remain unsatisfied

Provided that

- a) there is no appeal outstanding
- b) if any payment is made under the terms of this clause the **employee** or the personal representatives of the **employee** shall assign the judgement to **us**.

# Employers' Liability Section

## Maximum amount payable

The maximum amount payable in respect of

- a) accidental **bodily injury** to **employees**
- b) all legal costs recoverable from **you** by any claimant
- c) any other costs and expenses of litigation incurred with **our** written consent
- d) solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry
- e) the costs incurred, with **our** written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of payment under this section of the policy

arising out of and in the course of employment in the **business** will not exceed

- i) £5,000,000 for **bodily injury** which is directly or indirectly caused by, contributed to by, results from or arises out of or in connection with any **act of terrorism** or any action taken in controlling, preventing, suppressing, retaliating against responding to or in any way relating to any **act of terrorism**
- ii) the amount stated in the **schedule** as regards any other **bodily injury**

in respect of any one claim against **you** or series of claims against **you** arising out of one cause.

# Policy Conditions

## Cancellation

**You** may cancel this policy by giving written instructions to Morton Michel at Morton Michel, Alhambra House, 9 St Michaels Road, Croydon CR9 3DD or to **us** at Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX.

**We** may cancel this policy or any section by sending a recorded delivery letter to **you** last known address, giving 7 days notice where an exceptional or valid reason exists.

**You** may cancel this policy within 21 days from the **start date** or from the date **you** receive this policy document, whichever is the later, returning the policy document and **schedule** to Morton Michel or **us** at the above addresses. **You** will receive a full refund of premium but if there has been an incident which has resulted or could have resulted in a claim, **you** must reimburse **us** for any amounts **we** have paid or may be required to pay, in respect of the incident.

In the event of cancellation by **you** after the 21 day period described above or cancellation by **us** at any time, **we** will refund a pro rata proportion of the premium paid in respect of the unexpired term of this policy unless a claim or an incident likely to give rise to a claim has occurred during the current **period of insurance**.

If **you** are paying by monthly instalments under the Covéa Insurance monthly instalment arrangement **we**

- will stop applying for **your** monthly premium
- may exercise **our** right to collect the balance of any outstanding premium in the event of a claim.

If **you** have agreed to pay the premiums by instalments (either under the Covéa Insurance monthly instalment arrangement or any other instalment arrangement) and fail to pay any of those instalments, **we** reserve the right to cancel this policy.

If this policy is cancelled then any Certificate of Employers' Liability insurance issued by **us** is deemed to be cancelled at the same time.

## Change in risk

**You** must notify **us** immediately of any changes in circumstances which may increase the possibility of loss, damage or legal liability covered by this policy. For example, **we** would need **you** to notify **us**:

- a) if **you** have been convicted of any criminal offence (other than a motoring conviction or if it is deemed to be spent under the Rehabilitation of Offenders Act) or have any such prosecution pending, or
- b) if **you** have sustained loss or damage by any cause, or injury or incurred any liability, whether insured or not,

These are just some examples and there may be other circumstances **we** would want **you** to tell **us** about. If **you** are in any doubt please contact Morton Michel as a failure to notify **us** of any such changes could lead to **your** policy being cancelled, treated as if it never existed, or a claim rejected or not fully paid.

**We** recommend that **you** keep a copy or a record of all information **you** give to **us**.

## Claims

It is a condition precedent to **our** liability that in the event of a claim or possible claim **you** must

- advise Morton Michel or **us** as soon as reasonably possible
- not admit or repudiate liability without **our** written consent
- inform **us** immediately of any claim being made, or of any impending prosecution, inquest or fatal accident inquiry. All documentation relating to any accident, claim, prosecution or court proceedings must be sent to **us** immediately, unacknowledged
- provide at **your** own expense all assistance, details and evidence **we** may reasonably require
- take all reasonable steps to mitigate the extent of any loss or damage.
- **we** may at any time pay to **you** the amount of the maximum amount payable shown in the **schedule** less any amount already paid, or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations, actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.

## Contracts (Rights of Third Parties) Act 1999

No person, persons, company or other party who is not named as the Insured in this policy shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this policy. This shall not affect any right or remedy of a third party that exists or is available apart from that Act.

# Policy Conditions

## Death of the Insured

In the event of **your** death **we** will in respect of liability or loss incurred by **you** indemnify **your** personal representatives in the terms of and subject to the limitations of this policy, provided that such personal representatives shall as though they were **you** observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply.

## Fraud

If any claim is fraudulent in any respect or fraudulent means are used to obtain benefit under this policy or if any damage is caused by **you** or anyone acting on **your** behalf resulting from a wilful act or with **your** or their connivance all benefits under this policy will be forfeited from the date of the incident or circumstances in respect of which the fraudulent claim is made.

For the purposes of this Fraud Condition, the definition of '**you, your**' shall also include:

- any spouse or partner of any person named as the Insured in the **schedule**.

## Law

- The parties to the contract have the right to choose the law which should apply. In the absence of any agreement to the contrary, English law will apply.
- The insurance provided is deemed to be in accordance with any law relating to compulsory insurance or liability to **employees** whilst employed in the **territorial limits** but **you** shall repay to **us** all sums paid by **us** which **we** would not have been liable to pay but for the provisions of such law.

## Other insurance

**We** will not pay for any loss, damage, legal liability or other event giving rise to a claim covered under this policy if **you** are entitled to be paid by any other insurance which covers the same loss, damage, legal liability or other event.

## Reasonable care

It is a condition precedent to **our** liability that **you** must at all times

- take all reasonable precautions to prevent **damage**, accident or **bodily injury**
- comply with all relevant statutory requirements and other regulations imposed by any authority and manufacturers' recommendations all relating to the use inspection and safety of property and the safety of persons
- as soon as possible after discovery, cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be effected as the circumstances may require
- exercise due care in the selection and supervision of **employees**.

# Policy Conditions

## Subjectivity

This policy, the proposal form or statement of fact incorporating the declaration signed by **you**, and the **schedule**, should be read together and form the contract of insurance between **you** and **us**.

- (a) **We** will clearly state in the **schedule** if the cover provided by this policy is subject to **you**
- (i) providing **us** with any additional information requested by a required date(s)
  - (ii) completing any actions agreed between **you** and **us** by a required date(s)
  - (iii) allowing **us** to complete any actions agreed between **you** and **us**.
- (b) If required by **us**, **you** must allow **us** access to the **business** to carry out a survey(s) within 60 days of the inception or renewal date unless **we** agree otherwise in writing.

Upon completion of these requirements (or if they are not completed by the required date(s)) **we** may, at **our** option

- (i) modify **your** premium
- (ii) require **you** to make alterations to the insured **premises** by the required date(s)
- (iii) exercise **our** right to cancel the policy
- (iv) leave the policy or section terms and conditions and the premium unaltered.

**We** will contact **you** with **our** decision and where applicable specify the date(s) by which any action(s) agreed needs to be completed by **you** and/or any decision by **us** will take effect.

**Our** requirements and decisions will take effect from the date(s) specified unless and until **we** agree otherwise in writing. If **you** disagree with **our** requirements and/or decisions **we** will consider **your** comments and where **we** consider appropriate will continue to negotiate with **you** to resolve the matter to **your** and **our** satisfaction.

In the event that the matter cannot be resolved

- (i) **you** have the right to cancel this policy from a date agreed by **you** and **us** and provided no claims have been made **we** will refund a proportionate part of the premium paid for the unexpired period of cover
- (ii) **we** may at **our** option exercise **our** right under the condition headed 'Cancellation' of this policy.

Except where stated, all other policy and section terms and conditions will continue to apply.

This condition does not affect **our** right to void the policy if **we** discover information material to **our** acceptance of the risk.

## Subrogation

**We** may take over and deal with, in **your** name, the defence or settlement of any claim. **We** will pay any costs and expenses involved. **We** may also start proceedings in **your** name to recover, for **our** benefit, the amount of any payment **we** have made or are likely to make under this policy.

## Terms Not Relevant to a 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 damage, bodily injury or liability and where you can prove that non-compliance with the term could not have increased the risk of the damage, bodily injury or liability which occurred.

## Transfer of Interest

**You** may not transfer **your** interest in the policy without **our** consent.

# Policy Exclusions

## What you are not covered for:

- 1 We will not pay for any cost, expense, legal liability or **bodily injury** directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

### Radioactive Contamination

- 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 or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component
- c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

### War Risks

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

### Sonic Bangs

Pressure waves caused by aircraft or other aerospace devices travelling at sonic or supersonic speeds

### Confiscation

Confiscation, nationalisation or requisition by order of any government or public, municipal, local or customs authority

### Electronic Failure

- a) erasure, loss, distortion or corruption of information on, or reduction in the functionality, availability or operation of any electronic equipment, whether belonging to **you** or not, caused by the malicious introduction or incursion of any unauthorised, unintended, undesired or unexpected program, instruction or command or any other computer or electronic virus
- b) the failure of any electronic equipment to recognise, accept, respond to or process any data or instruction. However, subsequent loss or damage which is otherwise covered by **your** policy is nevertheless insured

### Sanctions

**Products**, services or benefits which are subject to sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## 2 Motor Vehicles

Liability for **bodily injury** to any **employee** arising out of the ownership possession or use by or on **your** behalf of any mechanically propelled vehicle or trailer if liability is required by any road traffic legislation to be the subject of compulsory insurance or other security

## 3 Offshore

Liability arising from **bodily injury** or any **employee** working in or on any offshore installation or any support vessel for any offshore installation or whilst in transit to or from any offshore installation or support vessel.



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KH5073 05.18