



**ROOTS**

CONTRACTOR INSURANCE

# Combined Liability Insurance Policy

## Wording

[www.rootsinsurance.co.uk](http://www.rootsinsurance.co.uk)

Roots – Peach Combined Liability Policy 0325

---

Roots Contractor Insurance is a trading name of Roots Insurance Brokers Limited.

Roots Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference Number: 930814.

Roots Insurance Brokers Limited. Registered Office: Jason Works, Clarence Street, Loughborough, Leicestershire, LE11 1DX. Registered in England & Wales number: 12676044.

### Important information

This document, the **Schedule** and any related endorsement form **Your** insurance documentation.

This insurance documentation sets out the terms and conditions of the contract of insurance between **You** and **Us**. Please read the whole document carefully and keep it in a safe place.

It is important that **You**:

- check that the information contained in the **Schedule** is accurate; and
- comply with all **Your** duties and obligations under the insurance, including the conditions, and the action **You** must take in the event of a **Claim**.

Failure to comply with the above could adversely affect **Your** insurance and any **Claim You** make.

### Information You have given Us

In deciding to accept this insurance and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this insurance as if it never existed and decline all **Claims**.

If **We** establish that **You** carelessly provided us with incorrect or incomplete information that **We** have relied upon in accepting this insurance and setting its terms and premium **We** may take any of the actions in Condition 2 – Duty of Fair Presentation under Section 5 - General Conditions.

**We** or **Your** broker will write to **You** if **We**:

1. intend to treat this insurance as if it never existed; or
2. need to amend the terms of **Your** insurance; or
3. require **You** to pay more premium for **Your** insurance.

### Notifying us of any changes

**You** must notify us or **Your** broker as soon as practicable if **You** become aware of any changes in the information **You** have provided to us which happens before or during any period of insurance. All notifications must be made in writing, by email, or by telephone.

Changes to the information **You** have provided could result in **Your** having to pay an additional premium or our amending the terms of **Your** insurance.

### Premium payment

**You** agree to pay us the full amount of the premium, or each instalment where **We** have agreed that **You** may pay **Your** premium by instalments, by the date specified on **Your** invoice. If **You** have not paid the premium due under this policy to us by the date(s) specified on **Your** invoice, **We** will have the right to cancel this insurance by notifying **You** in writing.

### Renewing this insurance

When this policy is due for renewal, **We** will write to **You** or **Your** broker at least twenty one (21) days before the period of insurance ends with full details of **Your** next year's premium and policy terms and conditions. Please contact us or **Your** broker to discuss **Your** renewal before the expiry of **Your** existing insurance. Occasionally, **We** may not be able to offer to renew **Your** policy. If this happens, **We** will write to **You** or **Your** broker at least twenty one (21) days before the expiry of **Your** policy to allow enough time for **You** to make alternative insurance arrangements.



## **Cancelling this insurance**

**You** may cancel this insurance at any time by notifying us or **Your** broker.

Cancellation by **You** within the cooling-off period

This insurance has a cooling-off period of fourteen (14) days from the later of:

1. the date **You** receive this insurance documentation; or
2. the start of the period of insurance

If **You** cancel this insurance within the cooling off period, **We** will provide a full refund of the premium paid unless **You** have made a claim or there has been an event that could result in a claim being made. If **We** pay a claim whether by settlement, compromise or otherwise, no refund of premium will be allowed;

Cancellation by **You** after the cooling off period

If **You** cancel this insurance outside the cooling-off period, provided **You** have not made a claim, or there has not been an event that could result in a claim, **You** will be entitled to a refund of the premium paid, subject to a deduction calculated on a proportional basis for the time **You** have been covered. No refund of premium will be allowed for any short term cover.

Cancellation by **Us**

**We** may cancel this Policy (or any Section within this Policy) by sending 30 days' notice by registered post to **You** at **Your** last known address and in such event **You** shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired **Period of Insurance** (subject to any minimum premium which may apply). **We** reserve the right to cancel the Policy in the event of default under any plan for payment of premium by instalments from the date of such default. No refund of any instalments paid will be made to **You**.

If **We** pay any claim, whether by settlement, compromise or otherwise, then no refund of premium will be allowed. Cancellation of the insurance by us does not affect the treatment of any claim arising under the insurance in the period before cancellation.



## Section 1: Professional Indemnity

Section 1 of this Policy operates on a 'claims made and notified' basis. This means that indemnity shall only be provided for **Claims** made against **You** and notified to **Us** during the **Period of Insurance**.

### 1. Insuring Clause

**We** will pay any **Compensation** as a result of any **Claim** first made against **You** and notified to **Us** during the **Period of Insurance** in respect of:

- a. any negligent act, negligent error or negligent omission, including any breach of contract occasioned by the same, committed by **You**;
- b. any negligent misstatement or negligent misrepresentation made by **You**;
- c. any unintentional infringement of intellectual property rights by **You**;
- d. any breach of confidence or misuse of any information by **You** which is either confidential or subject to statutory restrictions on its use;
- e. any unintentional defamation by **You**;

arising out of the conduct of **Professional Services** within the **Territorial Limits**.

**We** will also pay any **Defence Costs**. However **We** will not pay **Defence Costs** in respect of any part of a **Claim** which is not covered under this Section.

### 2. Limit of Indemnity

The maximum **We** will pay under this Section of the Policy during the **Period of Insurance**, irrespective of the number of **Claims** and/or claimants, shall be the **Limit of Indemnity** for Professional Indemnity.

### 3. Excess

The **Excess** applicable under this Section of the Policy shall be GBP 500 in respect of each and every **Claim**, unless stated otherwise in the **Schedule**.

### 4. Extension

This Section Extension is subject otherwise to the terms, conditions and exclusions of this Policy.

#### **Loss of Documents**

**We** will pay:

- a. any **Compensation** as a result of any **Claim** first made against **You** and notified to **Us** during the **Period of Insurance** in consequence of any **Document** which has been unintentionally destroyed, damaged, lost or mislaid by **You**;
- b. the reasonable and necessary costs of repair, replacement and/or reconstitution of any **Document** which has been unintentionally destroyed, damaged, lost or mislaid by **You**.

Provided that:

- i. the discovery of such loss or damage is notified to **Us** as soon as is reasonably practicable and in any event no later than the expiry date of the **Period of Insurance**; and
- ii. any such **Document** has been entrusted to **You** or deposited with **You** in the ordinary course of the conduct of **Professional Services** and (where lost or mislaid) after diligent search cannot be found.

## 5. Exclusions

This Section does not apply to, and **We** shall have no liability or obligation for, any **Compensation, Claim, Defence Costs** or for the payment of any amounts arising out of, resulting from, or attributable to:

### a. **Bodily Injury and Property Damage**

- i. **Bodily Injury;**
- ii. **Property Damage** (except insofar as cover is provided under Section Extension - Loss of Documents)

unless the **Claim** directly arises out of any negligent advice, design, specification or formula provided by **You**.

### b. **Cyber**

- i. a **Cyber Act**, but only in respect of **Computer Systems** owned or controlled by **You** or any other party acting on **Your** behalf;
- ii. the denial of service of or denial of access to any **Computer System** owned or controlled by **You** or any other party acting on **Your** behalf;
- iii. the receipt or transmission of a **Computer Virus** by **You** or any other party acting on **Your** behalf;
- iv. any actual or alleged breach of **Data Protection Law** by **You** or any other party acting on **Your** behalf.

### c. **Deliberate Acts**

the dishonest, fraudulent, criminal or malicious act or omission of any person.

### d. **Directors and Officers**

any liability **You** incur as an actual or *de facto* director, officer or trustee.

### e. **Employers' Liability**

any breach of any obligation owed by **You** as an employer to any **Employee**, or former **Employee** or applicant for employment.

### f. **Insolvency**

**Your** insolvency or bankruptcy.

### g. **Insured vs Insured**

any **claim** brought by or on behalf of:

- i. any **insured**;
- ii. any parent or subsidiary company;
- iii. any person having a financial, executive or controlling interest in the **Named Insured** (unless the financial interest is less than 5%);
- iv. any entity controlled or managed by **You**; or where **You** have greater than a 5% interest or where **You** have accepted a financial interest, irrespective of the amount, in the entity in exchange for fees incurred;

unless such claim is brought against **You** by an independent third party.

### h. **Investment Advice**

the investment of client funds, or advice provided on the investment of client funds, or 'Investment

Business' as defined by the Financial Services and Markets Act 2000.

**i. Joint Venture and Consortias**

any joint venture or consortium of which **You** are a member unless otherwise agreed in writing by **Us**.

**j. Medical Services**

**Medical Services.**

**k. Non-Payment of Fees**

any fees claimed back by a customer of **Yours** due to (or allegedly due to) the total non-performance of **Your** contractual obligations to that customer unless the fees form part of a compromise settlement involving a **Claim** for damages.

**l. Prior Acts**

any **Claim** which has been notified, or ought to have been notified under any other policy of insurance in force prior to the inception of this Policy, or which is based upon, arising from or in consequence of:

- i. any circumstance which may give rise to a **Claim** if written notice of that circumstance has been given under any policy of insurance;
- ii. a fact, circumstance or event, the awareness of which would cause a reasonable person to believe that it may give rise to a **Claim** against **You** and of which fact, circumstance or event **You** were actually aware prior to the inception date of this Policy.

**m. Products Liability**

any:

- i. **Products;**
- ii. recommendation and/or specification of any **Product** where its use is not in accordance with the manufacturer's intended specification.

**n. Retroactive Date**

work undertaken by **You** prior to the **Retroactive Date**.

**o. Specific Professional Services**

- i. any act, error or omission committed, or alleged to have been committed, whilst acting as a social worker;
- ii. any survey or valuation of physical property;
- iii. any building inspection or certification;
- iv. the provision of legal advice or opinion;
- v. real estate sales or property management;
- vi. any activities involving, or the provision of advice or opinion regarding, cladding or façade work for buildings.

**p. Trading Losses**

any trading loss or trading liability incurred by **You** or any business managed or carried on by or on **Your** behalf, including any actual or alleged overcharging or improper receipt of fees by **You**, or any lost profit, mark-up or any VAT or similar tax.

**q. Transport and Property**



the ownership, possession or use by **You**, or on **Your** behalf of any aircraft, aero-spatial device, watercraft, hovercraft, motor vehicle, trailer or other means of transport or any buildings, structures, premises or land or any property (mobile or immobile).



## Section 2: Public and Products Liability

Section 2 of this Policy operates on a 'losses occurring' basis. This means that indemnity shall only be provided for losses that first occur during the **Period of Insurance**.

### 1. Insuring Clauses

In the event of accidental:

- a. **Bodily Injury**;
- b. **Property Damage**;
- c. nuisance, trespass or interference with any right of way, air, light or water or other easement;
- d. false arrest, false detention, false imprisonment or wrongful eviction,

occurring during the **Period of Insurance** within the **Territorial Limits** in connection with **Your Business or Products**, **We** will indemnify **You** in respect of:

- i. **Compensation** arising out of such an **Occurrence**; and
- ii. all **Defence Costs** incurred in connection with such **Occurrence**.

### 2. Limit of Indemnity

- a. The total amount payable under this Section shall not exceed the **Limit of Indemnity** for Public Liability in respect of any one **Occurrence**.
- b. The maximum **We** will pay under this Section of the Policy in total for all **Occurrences** in connection with **Your Products** during the **Period of Insurance** shall be the **Limit of Indemnity** for Products Liability.
- c. **Defence Costs** shall be payable in addition to the **Limit of Indemnity**.

For the purposes of the **Limit of Indemnity** for Products Liability all persons covered under this Policy shall be treated as one insured party or single legal entity so that there will only be two parties to the contract of insurance namely **Us** and **You**.

### 3. Excess

The **Excess** applicable to this Section of the Policy shall be GBP 100 in respect of each and every claim in respect of **Property Damage**.

### 4. Extensions

This Section Extension is subject otherwise to the terms, conditions and exclusions of this Policy.

#### **Non-Manual trips to North America**

**We** will indemnify **You** under this Section in respect of liability for **Bodily Injury** or **Property Damage**, happening anywhere in **North America**, arising out of non-manual **Business** visits by directors or **Employees**. Provided always that:

- a. such directors and non-manual **Employees** are ordinarily resident in the **United Kingdom**; and
- b. **We** shall not indemnify **You** under this Extension in respect of liability arising directly or indirectly through any management decision, whether by way of omission or commission, relating to the operations of any parent, subsidiary or affiliated company situated in **North America**.



## 5. Exclusions

This Section does not apply to, and **We** shall have no liability or obligation for, any **Compensation, Claim, Defence Costs** or for the payment of any amounts arising out of, resulting from, or attributable to:

**a. Airside liability**

any **Business** carried out in any area of airport premises which has restricted rights of access, including manoeuvring areas, aprons, taxiways, runways and service roads which are directly associated therewith

**b. Application of heat**

any activity involving the application of heat carried out by **You** away from **Your** premises.

**c. Care, custody or control**

**Property Damage** to material property which, at the time of the **Occurrence** giving rise to such legal liability, is owned by or held in trust by or in **Your** custody or control, other than personal effects (including vehicles and their contents) of any visitor, director, partner or **Employee**.

**d. Communicable Disease**

any **Communicable Disease**.

**e. Cyber**

any:

- i. **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**;
- ii. loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **data**, including any amount pertaining to the value of such **data**;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

**f. Damage to Products**

**Property Damage** to **Products**, or any part thereof, and any financial loss arising therefrom.

**g. Employers' liability**

**Bodily Injury** to any **Employee** arising out of and in the course of their employment.

**h. North America**

**Products** supplied which, to **Your** knowledge, are exported to **North America** unless otherwise agreed in writing by **Us**.

**i. Product repair or recall**

any cost of repair, alteration, replacement, removal or recall of any **Products** supplied which give rise to a claim, or any refund for such **Products** supplied.

**j. Professional indemnity**

any design, formula, advice or specification provided by **You** or on **Your** behalf for a fee or in circumstances where a fee would normally be charged.

**k. Property being worked on**

**Property Damage** to that part of any property on which **You** or any **Employee** is or has been working.

**I. Transport**

the ownership, possession or use by **You** or on **Your** behalf, of any:

- i. aircraft, aerospace device (including any drone) or hovercraft;
- ii. watercraft other than hand-propelled watercraft or other watercraft not exceeding 8 metres in length;
- iii. mechanically-propelled vehicle:
  - (1) for which compulsory insurance or security is required under any legislation governing the use of the vehicle;
  - (2) where indemnity is provided by any other Insurance.

### Section 3: Employers' Liability

Section 3 of this Policy operates on a 'causation' basis. This means that indemnity shall only be provided for **Bodily Injury** that is first caused during the **Period of Insurance**. This Section shall only provide cover for **Employees** who are **United Kingdom Nationals** and/or who are ordinarily resident the **United Kingdom**.

#### 1. Insuring Clause

In the event of **Bodily Injury** to an **Employee** within the **Territorial Limits** arising out of and in the course of employment with **You**, caused in connection with the **Business We** will indemnify **You** in respect of:

- a. **Compensation** for which **You** become legally liable to pay in respect of such **Bodily Injury**;
- b. **Defence Costs** in connection therewith.

#### 2. Limit of Indemnity

- a. In respect of any one **Occurrence** or series of **Occurrences** arising out of any one original cause the total amount payable under this Section of the Policy (including all Extensions, except where otherwise provided) in respect of all **Compensation** and **Defence Costs** arising out of any one original cause regardless of the number of **Claims** made, shall not exceed the **Limit of Indemnity** for Employers' Liability;
- b. However in respect of **Communicable Disease** the total amount payable under this Section of the Policy in respect of any one **Occurrence** or series of **Occurrences** shall not exceed GBP 5,000,000.

For the purposes of the **Limit of Indemnity** for Employers' Liability, all persons covered under this Policy shall be treated as one insured party or single legal entity so that there will be only two parties to the contract of insurance, namely **You** and **Us**.

#### 3. Extensions

These Section Extensions are subject otherwise to the terms, conditions and exclusions of this Policy.

##### a. **North America**

The indemnity provided by this Section shall also apply in respect of liability for **Bodily Injury** caused to an **Employee** whilst engaged in work in **North America**. Provided that:

- i. **Our** liability shall not exceed GBP 2,000,000 in respect of all **Compensation** and **Defence Costs** arising out of all claims during the **Period of Insurance**.
- ii. this Extension will only apply where relevant information has been referred to and specifically agreed by **Us**, and the Extension has been confirmed as "INCLUDED" within the **Schedule** and the additional premium paid.
- iii. Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed by both **You** and **Us** to be subject to English Law. Each party agrees to submit to the jurisdiction of any Court of competent jurisdiction within England or Wales and to comply with all requirements necessary to give such Court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

##### b. **Offshore**

The Indemnity provided by this Section shall also apply in respect of liability for **Bodily Injury** caused to an **Employee** whilst engaged in work performed **Offshore**. Provided that:

- i. The maximum amount **We** will pay shall be GBP 5,000,000 any one **Occurrence** or series of **Occurrences** arising out of any one original cause; and
- ii. this Extension will only apply where relevant information has been referred to and specifically agreed by **Us**, and this Extension has been confirmed as "INCLUDED" within the **Schedule** and the additional premium paid.

**c. Terrorism**

Notwithstanding General Exclusion 13 – War, Government Action and Terrorism and subject to the terms and conditions of the Policy, **We** will indemnify **You** under this Section in respect of **Bodily Injury** to any **Employee** arising out of **Terrorism**, provided that in respect of any one **Occurrence**, or series of **Occurrences** arising out of any one original cause, **Our** liability in respect of all **Compensation** and **Defence Costs** arising out of, resulting from or attributable to **Terrorism** shall not exceed GBP 5,000,000.

**d. Unsatisfied court judgements**

In the event of damages being awarded to any **Employee**, or the personal representatives of any **Employee**, by any Court in the **United Kingdom** in respect of **Bodily Injury** arising out of and in the course of their employment by **You**:

- i. caused during the **Period of Insurance**; and
- ii. for which a third party is liable, and
- iii. remaining unsatisfied in whole or in part six (6) months after the date of judgement,

**We** will, at **Your** request, pay to the **Employee**, or the personal representatives of the **Employee**, the amount of any such damages and any awarded costs to the extent that they remain unsatisfied. Provided that:

- i. there is no appeal outstanding against such judgement; and
- ii. if **We** make payment under the terms of this Extension, the **Employee**, or the personal representatives of the **Employee**, shall assign the judgment to **Us**; and
- iii. Section 3: Employers' Liability is operative at the time that such **Bodily Injury** is caused; and
- iv. **Our** liability under this Extension shall not exceed the amount stated as the **Limit of Indemnity** for Employers Liability.

**4. Exclusions**

This Section does not apply to, and **We** shall have no liability or obligation for, any **Compensation, Claim, Defence Costs** or for the payment of any amounts arising out of, resulting from, or attributable to:

**a. Road Traffic Act**

liability in respect of which compulsory Insurance or security is required under the Road Traffic Act 1988 or the Road Traffic Act (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order;

**b. Worker's Compensation Act**

any amount payable under Worker's Compensation, Social Security or Health Insurance legislation.

**c. Offshore**

**Bodily Injury** to any **Employee** who is working **Offshore** unless Extension b. is shown as INCLUDED within the **Schedule**.

## Extensions Applicable to Sections 2 and 3

These Section Extensions are subject to the terms, conditions and exclusions of the Policy.

### 1. Claimants Costs and Expenses

**We** will provide indemnity in respect of legal liability for all costs and expenses recoverable by any claimant in connection with any **Claim** to which the indemnity expressed in Sections 2 and 3 applies.

### 2. Defence Costs and Expenses

**We** will provide indemnity in respect of all:

- a. costs incurred with **Our** written consent for legal representation at any:
  - i. coroner's inquest or other inquiry in respect of any death;
  - ii. proceedings in any court in respect of any act or omission caused by or relating to any **Occurrence**;
- b. other costs and expenses incurred with **Our** written consent in relation to any matter which may be the subject of indemnity under Sections 2 or 3.

### 3. Health and Safety at Work Act

**We** will indemnify **You** in respect of costs and expenses:

- a. incurred with **Our** prior written consent; and
- b. awarded against either **You** or any director or **Employee**

in connection with a prosecution (including an appeal against conviction resulting from a prosecution), as a result of an alleged offence under any legislation in the **United Kingdom** (including Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978; Consumer Protection Act 1987; Food Safety Act 1990, but not arising under the Corporate Manslaughter and Corporate Homicide Act 2007), giving rise to duties in relation to the **Business**, where the circumstances of the alleged offence may be the subject of indemnity under this Policy.

Provided always that:

- i. notice of any prosecution is received during the **Period of Insurance** and the said offence alleges breach of a relevant duty of care in relation to the **Business**; and
- ii. the circumstances of the alleged offence may be the subject of indemnity under this Policy; and
- iii. **We** shall not be liable:
  - (1) for the payment of any fine or penalty; or
  - (2) where the prosecution results from a deliberate management decision, act or omission of management.

Any sums **We** pay under this Extension are included within the **Limit of Indemnity** for each Section and are the maximum amounts **We** will pay in respect of any one prosecution, regardless of the number of **You** entitled to indemnity in respect of such prosecution.

Any sum **We** pay under this Extension for a **Claim** arising under Section 2 in connection with **Your Products** will reduce the amount of the aggregate **Limit of Indemnity** available for any other payment under Section 2 in respect of **Your Products**, and the remaining amount of such aggregate limit is the most that will be available for any other payment.

### 4. Indemnity to Other Persons

If **You** comprise more than one party **We** will provide indemnity to each such party, in the same manner and to



the same extent, as if a separate Policy had been issued to each of **You**, provided always that the cumulative total amount payable hereunder to all such parties shall not exceed the **Limit of Indemnity**.

#### 5. **Indemnity to Principals**

To the extent that any contract or agreement entered into by **You** with any **Principal** so requires, **We** will, subject to the **Limit of Indemnity**:

- a. indemnify **You** against liability assumed by **You**;
- b. indemnify the **Principal** in like manner to **You** in respect of the liability of the **Principal** arising out of **Your** performance of such contract or agreement.

Provided always that:

- i. the conduct and control of **Claims** is vested in **Us**;
- ii. the **Principal** shall observe, fulfil and be subject to the Terms, Conditions and Exclusions of this Policy;
- iii. indemnity shall not apply to liability in respect of liquidated damages or to liability under any penalty clause;
- iv. Indemnity to any **Principal** shall only apply in respect of liability for which **You** would have been entitled to indemnity herein if the **Claim** had been made directly against **You**;
- v. any liability under this Extension shall not increase the **Limit of Indemnity** under any Section of this Policy.

For the purposes of this Extension the term **Principal** shall include, but shall not be limited to, any partner, co-venturer, subsidiary or affiliated or parent company to the **Principal** but only to the extent that the contract between the **Principal** and **You** requires these additional parties to be indemnified in a like manner to **You**.

#### 6. **Prosecution Defence Costs arising under the Corporate Manslaughter and Corporate Homicide Act 2007**

**We** will indemnify the **Named Insured** in respect of the **Defence Costs** incurred solely for the conduct of **Your** defence from a prosecution for an alleged offence under the Corporate Manslaughter and Corporate Homicide Act 2007, including any appeal against a conviction.

Provided always that:

- a. notice of any prosecution under the Act is received during the **Period of Insurance** and the said offence alleges breach of a relevant duty of care in relation to the **Business** where the circumstances of the alleged offence may be the subject of indemnity under this Policy; and
- b. **We** shall not be liable for the payment of any fine or penalty.

The maximum **We** will pay under this Extension is stated in the **Schedule** and is the maximum amount the **We** will pay in respect of any one prosecution or all prosecutions during any one **Period of Insurance**, regardless of the number of parties entitled to indemnity in respect of such prosecution or prosecutions.

#### 7. **Sudden and Accidental Pollution**

Notwithstanding the provisions of General Exclusion 11. Pollution, **We** will indemnify **You** in respect of liability in respect of **Bodily Injury** or **Property Damage** caused solely by a **Pollution Incident**.

Provided that:

- a. all **Pollution** which arises out of such incident shall be deemed to have occurred at the time such incident takes place;
- b. **We** shall not provide indemnity in respect of liability for, arising out of or in any way involving **Pollution** happening anywhere in **North America**;
- c. **Our** liability for **Compensation** payable under Section 2: Public and Products Liability in respect of any and all **Pollution** which is deemed to have occurred during the **Period of Insurance** shall not exceed in the aggregate the **Limit of Indemnity** for Products Liability.



### **Extension Applicable to Sections 1, 2 and 3**

This Section Extension is subject to the terms, conditions and exclusions of the Policy.

#### **Compensation for Court Attendance**

In the event of **You** attending Court as a witness at **Our** request in connection with a **Claim** in respect of which **You** are entitled to indemnity under this Policy, **We** will reimburse **You** at a rate of GBP 250 per day for each day on which attendance is required.

## Section 4: General Exclusions

This Policy does not apply to, and **We** shall have no liability or obligation under any Section for, any **Compensation, Claim, Defence Costs** or for the payment of any amounts arising out of, resulting from, or attributable to:

### 1. Abuse

any actual or alleged **Abuse**.

### 2. Asbestos

asbestos, or any materials containing asbestos.

### 3. Associated Companies

any **claim** brought by or on behalf of:

- a. any of **You**;
- b. any parent or subsidiary;
- c. any person having a financial, executive or controlling interest in the **Named Insured** (unless the financial interest is less than 5%); or
- d. any entity controlled or managed by any of **You**; or where **You** have greater than a 5% interest, or where **You** have accepted a financial interest, irrespective of the amount, in the entity in exchange for fees incurred,

unless such **Claim** is brought against **You** by an independent third party.

### 4. Aviation Liability

- a. **Avionics**;
- b. loss of revenue as a consequence of any flight being delayed and/or grounded.

### 5. Contractual Liability

liability arising solely due to a contract or agreement entered into by **You**, or on **Your** behalf, except to the extent that such liability would have attached in the absence of such agreement.

### 6. Facades and Fire Safety

- a. the fire resistance, fire safety, combustibility, flammability, ignitability or fire-spread of:
  - i. any type of **ACM Cladding** or **Equivalent External Wall System**;
  - ii. any associated core, filler or insulation, fixing method or elements used to affix such **ACM Cladding** or **Equivalent External Wall System**;
- b. The fire safety, combustibility and/or fire protection performance of fire protection measures in buildings.

### 7. Fines and Penalties

punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.

### 8. Fungi or Spores

- a. the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, moulds, spores or mycotoxins of any kind; or
- b. any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, moulds, spores or mycotoxins of any kind. Such action shall include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, moulds,



spores or mycotoxins; or any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, moulds, spores or mycotoxins of any kind. Such action shall include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, moulds, spores or mycotoxins.

**9. Inevitable and Deliberate Acts**

any deliberate act or omission by or on **Your** behalf if the result of such act or omission could reasonably have been expected to result in liability under this Policy.

**10. North America**

any **Claim** made or action instituted:

- a. within **North America**, or any territory which comes within the jurisdiction of **North America** or elsewhere under the laws of those countries, or any arbitration or other award entered against **You** under the laws of those countries;
- b. any judgment or order wherever obtained for the enforcement of any judgment of the courts of the United States of America or Canada or under the laws of those countries (whether by way of reciprocal agreements or otherwise), or for the enforcement of any arbitration or other award entered against **You** under the laws of those countries.

**11. Pollution**

any **Pollution**.

**12. Radioactive Contamination**

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

However, as far as concerns **Bodily Injury** caused to any of **Your Employees**, if such **Bodily Injury** arises out of and in the course of employment or engagement of such person by **You**, this Exclusion shall apply only in respect of:

- i. the liability of any **Principal**;
- ii. liability **You** have assumed under agreement and which would not have attached in the absence of such agreement.

**13. Territorial Limits**

any **Business** conducted by **You** in any country outside the **Territorial Limits**.

**14. Underground Resources**

- a. **Property Damage** to any **Underground Resources**;
- b. any costs and expenses incurred in restoring the place of exploration and/or exploitation to a safe and workable condition;
- c. any costs and expenses incurred in the removal of tangible property from the place of exploration and/or exploitation.

**15. War, Government Action and Terrorism**

- a. war, invasion, acts of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
- b. **Terrorism**.

This Exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.



If **We** allege that by reason of this Exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon **You**.

In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect.

## Section 5: General Conditions

### 1. Observance of Conditions

**You** due observance and fulfilment of the terms and conditions of this Policy shall be conditions precedent to **Our** liability to make any payment under this Policy.

### 2. Duty of Fair Presentation

**You** must have made a fair presentation of the risk (as set out in the Insurance Act 2015 or successor or amending legislation) before entering into this insurance contract and must also make a fair presentation of the risk when requesting a variation to this insurance contract.

If **You**:

- a. make a fraudulent claim under this Policy, **We**:
  - i. are not liable to pay the claim;
  - ii. may recover any part of the claim already paid from **You**;
  - iii. may, by notice to **You**, treat **Our** participation in the Policy as having been cancelled with effect from the time of the fraudulent act, in which case **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act and need not return any of the premium paid;
- b. breach **Your** duty of fair presentation and such breach was:
  - i. deliberate or reckless **We** may treat **Our** participation in the Policy as having been cancelled from its inception or, if the breach was regarding a variation to the Policy, from the date the variation was made and retain the premium paid;
  - ii. not deliberate or reckless **We** may be entitled to make remedies in accordance with the provisions of the Insurance Act 2015;
- c. breach any warranty of this Policy **We** may be entitled to make remedies in accordance with the provisions of the Insurance Act 2015;
- d. breach any condition of this Policy, other than as referred to in b. above, **We** may avoid liability to or (as may be appropriate) claim damages from **You** unless **You** can establish that such breach was committed innocently and in good faith.

### 3. Reasonable Precautions

**You** and any other person indemnified must take all reasonable steps to prevent accident, incident, **Bodily Injury** and **Property Damage** and to safeguard any property insured and maintain such property (including motor vehicles) in a good state of repair. The ways, works, machinery, plant, vehicles, premises and appliances must similarly be maintained in good order and state of repair. **We** shall be allowed access at reasonable times to examine such property.

### 4. Change of Risk

**We** shall not be liable to make any payment under this Policy if:

- a. any change shall be made to the **Premises** or the occupancy or **Your** duties whereby the risk of **Property Damage**, accident or **Bodily Injury** is increased; or
- b. **Your** interest ceases (unless the cessation is brought about by will or operation of law); except where such alteration is notified to and accepted by **Us**.

## 5. Cancellation

**We** may cancel this Policy (or any Section within this Policy) by sending thirty days' notice in writing to the last known address of the **Named Insured** who shall be entitled to a rebate equal to the proportionate part of the premium corresponding to the unexpired portion of the **Period of Insurance**, provided always that no **Claim** has been made against **You** and no circumstance which could reasonably be foreseen to give rise to a **Claim** or other payment under this Policy has been notified prior to such cancellation. Otherwise the premium shall not be returnable and shall be deemed fully earned at cancellation.

This Policy, or any section of this Policy, may be cancelled at any time by **Named Insured** giving notice of cancellation in writing. Such notice is to be provided by the **Named Insured** to **Us**. **We** shall retain the proportion of the premium for the period up to the receipt of the cancellation notice. In addition **We** shall be entitled to retain administrative costs of GBP 15 per section cancelled. However, if any **Claim**, or any circumstance which could reasonably be foreseen to give rise a **Claim** has been notified to **Us** prior to the receipt of the cancellation notice, then we shall retain the entire premium whether or not any payment is ever made.

## 6. Law and Jurisdiction

Any dispute concerning the interpretation of the terms, Conditions, limitations and/or Exclusions contained in this Policy is understood and agreed by both **You** and **Us** to be subject to the laws of England and Wales. Each party agrees to submit to the jurisdiction of any Court of competent jurisdiction within England or Wales and to comply with all requirements necessary to give such Court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

## 7. Other Interests

The interests of third parties which **You** are required to include on this Policy under the terms of any mortgage, property lease, or hiring, leasing or hire purchase agreement are automatically noted subject to **You** advising **Us** as soon as is reasonably practicable.

## 8. Contracts (Rights of Third Parties) Act 1999

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

## 9. Sanctions

This Policy will not provide any insurance cover or benefit and **We** will not pay any sum if doing so would mean that **We** are in breach of any sanction, prohibition or restriction imposed by any law or regulation applicable to **Us**.

## 10. Titles and Headings

Titles and Headings are descriptive and are used solely for convenience of reference and shall not be deemed to limit or affect the provisions to which they relate in any way.



**ROOTS**  
CONTRACTOR INSURANCE

## Section 6: Claims Conditions

### 1. Making a Claim – Action Required By You

Regardless of any **Excess** that may apply, **You** must give written notice to **Us** at the address stated in the **Schedule** as soon as reasonably practicable of any:

- a. **Claim**;
- b. loss;
- c. **Occurrence**;
- d. circumstances of which **You** become aware which could reasonably be expected to give rise to a **Claim** or which may otherwise result in a liability under this Policy;
- e. **Property Damage** to any **Document**;
- f. discovery of any cause for suspicion of any dishonest or fraudulent act or omission;

Every letter, claim, writ, summons and process in connection with such circumstances shall be forwarded to **Us** immediately on receipt.

In respect of Section 1: Professional Indemnity of this Policy only:

- g. such notice must in any event be given during the **Period of Insurance**; and
- h. any **Claim** subsequently arising from circumstances notified to **Us** shall be deemed to have been made during the **Period of Insurance** in which notice of such circumstance was first received by **Us**.

**You** must also:

- i. make no admission of liability or offer promise or payment without **Our** written consent;
- j. inform **Us** immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to **Us** immediately every relevant document;
- k. take all reasonable action to minimise or check any interruption of or interference with the **Business**;
- l. produce to **Us** such books of account or other business books or documents or such other proofs as may reasonably be required by **Us** for investigating or verifying the claim;
- m. supply to **Us**, at **Your** own expense, a claim in writing with such detailed particulars and proofs as may be reasonably required and, if demanded, a statutory declaration of the truth of the claim and any matters connected therewith. Such written notice must be provided within the following timescales:
  - i. Within 7 days of the **Occurrence** of any **Property Damage** caused by riot, civil commotion, industrial action or vandalism;
  - ii. 30 days of the expiry of the Indemnity Period under Section 2;
  - iii. 30 days of the occurrence of an incident under any other Section.

### 2. Control of Claims

**We** shall be entitled:

- a. at **Our** discretion:
  - i. to take over and conduct in **Your** name the defence or settlement of any **Claim**; and
  - ii. to take proceedings, at **Our** own expense and for **Our** own benefit but in **Your** name, to recover compensation or secure indemnity from any third party in respect of any event insured by this Policy



and **You** shall give all information and assistance required;

- b. to pay to **You** the maximum sum payable under Section 2 or Section 3 in respect of any **Occurrence**, or any lesser sum for which the claim or claims arising from such **Occurrence** can be settled, and **We** shall not be under any further liability in respect of that **Occurrence** except for the payment of costs and expenses of litigation incurred prior to such payment.

### 3. **Other Insurances**

If at the time of any claim there is, or but for the existence of this Policy there would be, any other insurance covering the same legal liability, the indemnity under this Policy will only apply in respect of any amount beyond that which would have been payable under such other insurance had this Policy not been effected.

### 4. **Arbitration**

If any difference shall arise 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 the current statutory provisions. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent of any right of action against **Us**.

### 5. **Subrogation**

Any claimant under this Policy shall, at **Our** request and expense, take and permit to be taken all necessary steps for enforcing rights against any other third party in **Your** name before or after any payment.

## Section 7: Policy Definitions

Certain words and expressions in this Policy are defined to have a particular meaning. Some of these have the same meaning wherever they appear in the Policy, and are defined on this page.

All words and expressions defined below and throughout the Policy start with a capital letter and are highlighted in **bold** wherever they appear to help **You** identify them.

### 1. **Abuse**

- a. Any act of hurting or injuring mentally or physically by maltreatment or ill use;
- b. Repeated or continuing contemptuous, coarse or insulting words and/or behaviour;
- c. Actual or attempted sexual relations, sexual conduct or sexual intimacy, sexual harassment or sexual exploitation; or any act for the purpose of obtaining sexual gratification;

whether by **You** or any other person.

### 2. **ACM Cladding**

Aluminium composite material rainscreen cladding.

### 3. **Avionics**

Electronic equipment (including hardware, software, firmware and cabling) used in aircraft, spacecraft or other aerial devices in connection with navigation, control of flight or maintenance of orbit.

### 4. **Bodily Injury**

Bodily injury, death, disease or illness (which shall include mental anguish and shock).

### 5. **Business**

The Business as shown in the **Schedule**.

### 6. **Claim**

A demand from, or the assertion of a right against, **You**. All claims arising out of:

- a. the same originating cause or source, or
  - b. the same act, error or omission, or series of acts, errors or omissions that are in any way similar or related;
- are deemed to be one claim.

### 7. **Communicable Disease**

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a. 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;
- b. 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
- c. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or **Property Damage**.

### 8. **Compensation**

All sums which **You** are legally liable to pay as compensation other than fines, penalties, punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.

**9. Computer System**

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, **data** storage device, networking equipment or back up facility.

**10. Computer Virus**

Any program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, **data** files or operations, whether involving self-replication or not. Computer virus includes, but is not limited to, trojan horses, worms and logic bombs.

**11. Cyber Act**

An 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 of or operation of any **Computer System**.

**12. Cyber Incident**

- i. Any error or omission, or series of related errors or omissions, involving access to, processing of, use of or operation of any **Computer System**; or
- ii. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

**13. Data**

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

**14. Data Protection Law**

Any applicable data protection and privacy legislation or regulations in any country, province, state, territory or jurisdiction which govern the use, confidentiality, integrity, security and protection of personal data or any guidance or codes of practice relating to personal data issued by any data protection regulator or authority from time to time (all as amended, updated or re-enacted from time to time).

**15. Defence Costs**

Reasonable legal costs and legal expenses incurred by **You**, or on **Your** behalf with **Our** prior written and continuing consent, in relation to the investigation and defence of any matter which falls to be dealt with under this Policy, including any appeal issued in connection with such matter. **Defence Costs** shall not include **Your** own costs and expenses, salaries, remuneration for **Employees** or any other internal expenses, overheads, fees or benefit.

**16. Documents**

Agreements, plans, records, deeds, books, letters, certificates, documents or forms of any nature whatsoever, whether written, printed or reproduced by any other method. **Documents** do not include bearer bonds or coupons, stamps, bank or currency notes, other negotiable instruments or **Data**.

**17. Employee**

Any:

- a. person under a contract of service or apprenticeship with **You**; or
- b. self-employed person; or
- c. person hired to or borrowed by **You**; or
- d. person engaged under a work experience, youth training or similar scheme; or



- e. voluntary worker or member of **Your** family working in an unpaid capacity while working for **You** in connection with the **Business**.
- 18. Equivalent External Wall System**
- Those external wall systems used for the same or similar purposes as **ACM Cladding**.
- 19. Excess**
- The **Excess** specified in the **Schedule** which **You** agree to pay before **We** shall be liable to make any payment under this Policy. The **Limit of Indemnity** will apply over and above the **Excess**, subject otherwise and always to the Policy terms and Conditions, Exclusions and Extensions.
- 20. Limit of Indemnity**
- The Limit of Indemnity specified in the **Schedule**. This is the maximum **We** will pay in respect of any and all **Claims** and/or losses during the **Period of Insurance**.
- 21. Medical Services**
- a. The provision of medical or paramedical services;
  - b. the provision of drugs or the prescription of drugs;
  - c. the provision of equipment for use by any patient;
  - d. the use of any equipment for therapeutic or diagnostic purposes.
- 22. Named Insured**
- The person or entity stated in the **Schedule** as the Named Insured.
- 23. North America**
- United States of America, its territories or protectorates or Canada, including their territorial waters and installations on their continental shelf.
- 24. Occurrence**
- An accident or event, including continuous or repeated exposure to the same conditions during the **Period of Insurance**, which results in **Bodily Injury** or **Property Damage** neither expected nor intended by **You**.
- 25. Offshore**
- From the time of embarkation onto a vessel or aircraft (including helicopters) for conveyance to an offshore installation or support or accommodation vessel until disembarkation from the conveyance onto land upon return from the offshore installation or support or accommodation vessel.
- 26. Period of Insurance**
- The period shown in the **Schedule** and any other period for which **We** accept **Your** premium.
- 27. Pollution**
- The discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste materials, into or upon land or any structure on land, the atmosphere or any water course or body of water.
- 28. Pollution Incident**
- A sudden, identifiable, unexpected and unintended **Pollution** that takes place in its entirety at a specific time and place during the **Period of Insurance**.
- 29. Premises**

The part of the property at the address or addresses specified in the **Schedule** which **You** occupy for the purposes of the **Business**.

**30. Principal**

Any party, other than **Your** directors, partners or **Employees**, with whom **You** have entered into a contract for the provision of **Professional Services** in the course of the **Business**.

**31. Products**

Products shall mean goods or products (after they have ceased to be in **Your** possession or under **Your** control) manufactured, constructed, repaired, serviced, treated, sold, supplied or distributed by **You**, including any container and instructions for use and including any structure constructed erected or installed or any contract works executed by **You**, or on **Your** behalf in the course of the **Business**.

**32. Professional Services**

- a. The professional services performed by **You**; or
- b. the professional advice provided by **You**

for a fee in relation to those activities declared to **Us** and specified as the **Business**.

**33. Property Damage**

Physical loss, physical destruction or physical damage to material property.

**34. Retroactive Date**

The earlier of:

- a. The inception date of this Policy; or
- b. The inception date of the first Professional Indemnity or Professional Liability Policy purchased by **You**, but only where **You** can demonstrate that **You** have been continually indemnified without interruption subsequent to such date.

**35. Schedule**

The schedule attached to the Policy.

**36. Temporary Visit**

A visit for a period not exceeding 60 (sixty) days.

**37. Territorial Limits**

- a. In respect of Section 1 – Professional Indemnity, **Territorial Limits** shall mean anywhere in the world.
- b. In respect of Section 2 – Public and Products Liability, **Territorial Limits** shall mean anywhere in the world excluding **North America**.
- c. In respect of Section 3 – Employers Liability, **Territorial Limits** shall mean:
  - i. the **United Kingdom**;
  - ii. elsewhere in the world, other than **North America**, but only in respect of **Temporary Visits** by **You** or any of **Your Employees** to fulfil a contract in the course of the **Business**.

Where stated as “INCLUDED” in the **Schedule**, cover in respect of claims arising from “**Offshore**” activities will be provided, as more fully defined in the Offshore Extension under Section 3 – Employers Liability.

**38. Terrorism**

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of



persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**39. Underground Resources**

- a. Oil, gas, water or other mineral substances which have not been reduced to physical possession above the surface of the earth or above the surface of the sea;
- b. Any well, hole, shaft, underground or undersea pipeline (including process transportation and storage facilities);
- c. Any geological formation stratum reservoir or area in or through which exploration for or production of any substance is carried on;
- d. Any casing pipe, bit, tool, pump or other drilling or well servicing machinery or equipment located beneath the surface of the earth in any such well hole or shaft.

**40. United Kingdom**

Great Britain, Northern Ireland and for the purposes of this Policy, also including the Channel Islands and the Isle of Man.

**41. We/Us/Our**

NPA Insurance Limited t/a Peach

**42. You/Your**

- a. The **Named Insured**;
- b. The legal or personal representatives of the **Named Insured** in respect of legal liability incurred by the **Named Insured**.

And, in respect of Sections 2 and 3 and only at **Your** request:

- c. Any **Employee**.

The following policy discloses the consumer privacy practices of NPA Insurance Ltd t/a Peach. If **you** do not consent to these privacy practices, do not accept this insurance policy. This policy explains what personal information **We** have, how **We** use it and how **you** can check and update any of **Your** personal information. **You** should also show this notice to anyone else who may be insured with **Us**. **You** acknowledge that by providing **Your** personal data to **Us**, **you** consent to its processing in the manner outlined below. When providing personal data about others, **you** confirm that **you** have the consent of these individuals to supply their personal data. **We** are unable to provide **you** any product or service unless **you** provide explicit consent for the collection of sensitive personal data as defined under the General Data Protection Regulation.

## **Your Privacy**

### **What information do We collect about you?**

Where **We** have collected information directly from **You** it will usually be obvious what this is, as **You** will have given it to **Us**. This might not be the case where **We** have used cookies to collect information from **Your** computer or portable device. Please see the National Pharmacy Association's cookies policy for more information. **We** may also record and monitor calls and emails or other communications in accordance with UK law.

Information collected from others

**We** can collect information about **You** from others. This includes information from:

- Joint policyholders. Where **You** are named on a joint policy **We** may collect information about **You** from any named policyholder. **We** will ask them to confirm that they have **Your** permission to give **Us** this information about **You**.
- Fraud prevention, law enforcement or government agencies and other data sources used to prevent or detect fraud or provide details about criminal convictions or offences.
- HM Treasury and other authorities in relation to regulatory issues e.g. where someone is subject to a financial sanction they will appear on HM Treasury's asset freezing list.
- External sources such as no claims discount databases and Claims and Underwriting Exchange to verify the information **You** have provided.

**We** use **Your** personal information in order to meet **our** obligations in **our** contract of insurance with **You**: **We** use **Your** personal data in the following ways:

#### **A. Provide Insurance services**

When **You** request **Us** to provide **You** with a quote for one of **our** insurance policies or **You** purchase an insurance policy from **Us**, **We** use information about **You**:

- To decide what the risk might be in selling **You** the **policy**, to quote for, and provide **You** with, a premium for that **policy** and any special terms that may apply to that **policy**.
- To administer **Your policy** and monitor the payment of instalments if **You** pay **Your** premium that way.
- To contact **You** about the **policy** (e.g. for renewal purposes); and
- To provide the agreed service if **You** make a claim (e.g. sending a loss adjuster to assess any damage in the event of an insurable event occurring).

**We** cannot provide the services unless **We** use the information about **You** in this way.

#### **B. Do what We are required to do by law**

As part of **our** duty as an insurer providing insurance services, sometimes **We** are required by law to use information about **You**:

- To help make sure **our** customers are being treated fairly (e.g. to assist **our** regulators where **We** have a legal duty to do so);
- To deal with complaints



- To help prevent and detect crime (including, for example, the prevention or detection of fraud): and
- To comply with legal or regulatory obligations.
- **We** can use **Your** personal information in this way because **We** are required to do so by law

### **C. To administer and improve our services**

To administer **our** services **We** will share information with others:

- In order to enable **Us** to process **Your** claim or administer **Your** insurance **policy** more cost effectively:
- To help develop **our** products, services and systems to deliver **You** a better sales and claims experience in future: and
- To understand current and future risks in order to provide the correct level of cover and competitive pricing for existing and prospective customers.

**We** may also process **Your** personal data to better understand **You** as a customer. Including to determine how best to retain **Your** custom and to identify additional products provided by NPAI that may be of interest to **You**. **We** can use **Your** personal information in this way because it is in **our** legitimate interests to provide **You** the services in the most efficient way. **We** will always ensure that **We** keep the amount of **Your** personal information that **We** collect and the extent of any processing to the absolute minimum to achieve this efficiency.

### **Who do We share Your personal information with and why do We do it?**

It is important that **You** make sure everything **You** tell **Us** is correct and that **You** check **Your** documentation because **Your** records may be checked in the following circumstances:

- When **You** apply for insurance
- By police and other law enforcement agencies

In particular **We** share information with:

- **Your** spouse or partner, who calls on **Your** behalf, provided they are named on the **policy** or have **Your** permission to act on their behalf. If **You** would like someone else to deal with **Your policy** on **Your** behalf on a regular basis then please let **Us** know.
- Other insurance companies to help settle any insurance claim or to verify that the information **You** have provided is correct.
- Insurance industry bodies such as the Motor Insurance Database and the Financial Ombudsman.
- Insurance industry databases such as the Claims and Underwriting Exchange where **You** make a claim so that insurers can check **Your** claims history is correct and the insurance fraud register.
- The police where they may call to check **You** have valid insurance in place.

### **How long may We keep Your personal information for?**

**We** are only allowed to keep **Your** personal information if **We** need it for one of the reasons mentioned previously. As a general rule, **We** will keep **Your** information for 7 years from the end of **Your** relationship with **us**, as it is likely that **We** will need the information for regulatory reasons or to defend or process a claim. **We** will also retain data in an anonymous form for statistical and analytical purposes, for example to assess risk of flood damage occurring.

### **When can You ask us to stop using Your data?**

If **We** rely on **Your** consent to collect and process **Your** personal information, **You** can ask **us** to stop using **Your** personal information at any time by withdrawing **Your** consent and **We** will stop using **Your** personal information for these purposes with the exception for the reasons outlined previously namely regulatory purposes, claim management and statistical and analytical purposes.

### **What happens if You don't give us some of Your personal information?**

Where **You** do not provide the personal information **We** need in order to provide the service **You** are asking for or to fulfil a legal requirement, **We** will not be able to provide the service that **You** are asking **us** to give **You**. **We** will tell **You** about



why **We** need the information when **We** ask for it.

#### **How to contact us about this privacy notice**

**Our** Insurance Service Centre will be able to answer questions about this privacy notice or **Your** requests to exercise **Your** rights which are set out below. Any written enquiries should be address to NPA Insurance, Mallinson House, 38-42 St Peter's Street, St Albans, AL1 3NP.

You may contact us at the address above for one or more of the following reasons:

- To ask **us** to correct information about **You** that is wrong or incomplete (the so-called "Right to rectification"). **You** can also call us on 01727800410 for the same reason, Monday to Friday 9.00 – 17.00.
- To ask **us** to delete personal information about **You** (the so-called right to be forgotten).
- To tell **us** **You** no longer agree to, that **You** object to, or that **You** wish to restrict **us** using information about **You** and ask **us** to stop.
- A right of access, namely to ask us to provide **You** with a copy of all the personal information that **We** have about **You**. To receive this information please write to NPA Insurance at the above address.
- A "data portability" right, namely to obtain the information that You have provided to us for **Your** own purposes across different services. You may ask for this information to be provided directly to You or directly to another organisation. We will provide the information in a readable format.

**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 **Us** or **Your** broker where applicable. In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so at any time. Making a complaint does not affect any of **Your** legal rights.

**Our** contact details are:

**Post:** NPA Insurance Limited t/a Peach  
Mallinson House  
38-42 St Peter's Street  
St Albans  
Hertfordshire AL1 3NP

**Telephone:** 0330 3141592

**Email:** [enquiries@peachinsurance.co.uk](mailto:enquiries@peachinsurance.co.uk)

If **You** remain dissatisfied after **We** have considered **Your** complaint, or if **You** have not received a written final response within eight weeks from the date **We** received **Your** complaint, **You** may be entitled to refer **Your** complaint to the Financial Ombudsman Service who will independently consider **Your** complaint free of charge. Their contact details are:

**Post:** The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

**Telephone:** (Fixed): 0800 0234567 Tel (Mobile): 0300 1239123 Tel (Outside UK): +44 (0) 20 7964 0500

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

To check if **You** are an eligible complainant or if **You** are unsure whether the Financial Ombudsman Service will look at **Your** complaint please contact them directly for further information. **You** are entitled to contact the Financial Ombudsman Service at any stage of your complaint.