



Policy Booklet

# Land Liability Insurance

## Contents of this Booklet

Data Protection .....	4
Liability Insurance .....	5
Operative Clause .....	5
Definitions .....	5
Indemnity to others.....	6
Cross Liabilities.....	6
Limits of Indemnity .....	6
Defense Costs .....	7
Compensation for Court Attendance.....	7
Section A – Employers’ Liability.....	8
Section A - Indemnity .....	8
Section A - Exclusions.....	8
Section A – Compulsory Insurance Clause .....	8
Section B – Public Liability .....	9
Section B - Indemnity .....	9
Section B - Exclusions.....	9
Section C – Products Liability .....	10
Section C - Indemnity .....	10
Section C - Exclusions.....	10
General Exclusions.....	11
Exclusions Applicable only to Section B & C .....	11
Exclusions Applicable to all the Sections of the Policy.....	12
General Conditions.....	13
General Conditions applicable to all Sections of the Policy.....	13
General Endorsement .....	15
Identity of Insurers.....	16

# Land Liability Insurance Policy – v. 4.2

---

Effected

through:

South Essex Insurance Brokers  
Ltd

THIS IS TO CERTIFY that in accordance with the authorization granted to the undersigned by certain Insurance Companies, whose names and the proportions underwritten by them appear as a *General Endorsement* to this policy (all of whom are hereinafter referred to as “**Insurers**”) and in consideration of the premium specified herein, the said **Insurers** are hereby bound, each for his own part and not for another, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

The **Insurers** hereby agree to the extent and in the manner hereinafter provided, to indemnify the **Insured** against loss or **Damage** sustained or legal liability for accidents happening during the period stated in the Schedule, after such loss, **Damage** or liability are proved.

PROVIDED

always that:

1. the liability of the **Insurers** shall not exceed the limits of liability expressed in the said Schedule or such other limits of liability as may be substituted there for by memorandum hereon or attached hereto signed by or on behalf of the **Insurers**;
2. this Policy insures in respect ONLY of such of the sections hereof as are so specified in the Schedule.

The **Insured** is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

This Policy is made and accepted subject to all the provisions, conditions, warranties and exclusions set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.

In Witness whereof, this Policy has been signed at the place stated and on the date specified in the Schedule on behalf of



Authorised  
signatory

## Data Protection

### Data Privacy Notice (SEIB)

**Your** privacy is important to SEIB. SEIB will process **Your** personal data in accordance with the applicable data protection law. The data controller in respect of any personal data which may be held about **You** or processed is SEIB who **You** can contact via the Data Protection Officer at South Essex House, North Road, South Ockendon, Essex RM15 5BE or on 01708 850 000 or email [dataprotection@seib.co.uk](mailto:dataprotection@seib.co.uk)

SEIB process **Your** personal data for the purposes of offering and carrying out insurance related services to **You** or to an organisation or other persons which **You** represent. **Your** personal data is also used for business purposes such as fraud prevention and business management. This may involve sharing **Your** personal data with, and obtaining information about **You** from, SEIB's group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, service providers, professional advisors, external independent financial advisers (IFAs) or business partners and SEIB's regulators. In some circumstances the processing may be carried on outside of the European Economic Area where suitable arrangements will be taken to ensure that **Your** personal information is protected.

### Special Categories of Data

In order to provide **Your** insurance Policy or when making a claim, SEIB may need to collect or process information relating to **You** or a dependant's health or criminal convictions. As this is 'sensitive personal data' SEIB are required to obtain **Your** consent to process this information. If **You** do not consent to SEIB processing this information SEIB may be unable to provide **Your** insurance Policy or process any claim. **You** are entitled to withdraw this consent at any time. However, withdrawing **Your** consent may mean SEIB are unable to continue providing **Your** cover meaning **Your** insurance Policy may be cancelled. **Your** Policy terms and conditions set out what will happen in the event **Your** Policy is cancelled. Where SEIB have **Your** consent, SEIB may market their services to **You** or provide **Your** personal data to their related companies or business partners for marketing purposes. **You** can opt out of marketing communications at any time by clicking on the link at the bottom of any email or by contacting SEIB.

### Fraud Prevention

SEIB may check **Your** details with various fraud prevention and credit reference agencies. If **You** make a claim, SEIB will share **Your** information (where necessary) with other companies to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, SEIB may appoint loss adjusters or external investigation services to act on SEIB's behalf. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies including Claims and Underwriting Exchange, run by MIB and the Insurance Fraud Register, run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

### Further Information

For further information on how **Your** personal data is used and **Your** rights in relation to **Your** personal data please refer to SEIB's Privacy Policy at [www.seib.co.uk/about-us/privacy-policy](http://www.seib.co.uk/about-us/privacy-policy) or contact SEIB's Data Protection Officer.

### Data Privacy Notice (Pen Underwriting Limited)

Pen Underwriting Ltd act as underwriting agent for a consortium of Insurers noted under the 'Identity of Insurers' notice.

Pen Underwriting Limited are the data controller of any personal information **You** provide to **Us** or personal information that has been provided to **Us** by a third party. **We** collect and process information about **You** in order to arrange insurance policies and to process claims. **Your** information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing **Your** information with third parties such as insurers, brokers, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, **Our** regulators, police and government agencies or fraud prevention agencies.

**We** may record telephone calls to help **Us** monitor and improve the service we provide. For further information on how **Your** information is used and your rights in relation to **Your** information please see **Our** Privacy Policy [www.penunderwriting.co.uk/privacy-and-cookies](http://www.penunderwriting.co.uk/privacy-and-cookies) If **You** are providing personal data of another individual to **Us**, **You** must tell them **You** are providing their information to **Us** and show them a copy of this notice.

# Liability Insurance

## Operative Clause

The **Insurers** will indemnify the **Insured** against their legal liability to pay **Damages** (including claimants' costs, fees and expenses) in accordance with the law of the United Kingdom.

This indemnity applies only to such legal liability as defined by each **Insured** Section of this Policy arising out of the **Business** specified in the Schedule, subject always to the terms, conditions and exclusions of such Section and of the Policy as a whole.

## Definitions

For the purpose of this Policy:

The **Insured / You / Your** means:

- a. The person, persons or corporate body named in the Schedule
  - b. Subsidiary companies of the **Insured** notified to and accepted in writing by the **Insurers**.
- 2.2. **Business** means the business conducted at or from premises in Great Britain, Northern Ireland, The Channel Islands or the Isle of Man and shall include:
- a. the ownership, repair and maintenance of the **Insured's** own property
  - b. Provision and management of canteen, social, sports and welfare organisations for the benefit of any **Person Employed** and medical, firefighting, and security services
  - c. Private work undertaken by any **Person Employed** for any director or partner of the **Insured** with the prior consent of the **Insured**.
- 2.3. **Injury** means death, bodily **Injury**, illness or disease of or to any person.
- 2.4. **Damage** means loss of possession of or **Damage** to tangible property.
- 2.5. **Person Employed** means any:
- a. Employee being a person under a contract of service or apprenticeship with the **Insured**
  - b. Labour master and persons supplied by him
  - c. **Person Employed** by labour only sub-contractors
  - d. Self-employed person under the control of the **Insured**
  - e. Person hired to or borrowed by the **Insured**
  - f. Person undertaking study or work experience or Youth training scheme with the **Insured** working for the **Insured** in connection with the **Business**.
- 2.6. **Product** means any tangible property after it has left the custody or control of the **Insured** which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the **Insured**.
- 2.7. **Pollution** means Pollution or contamination of the atmosphere, or of any water, land, buildings or other tangible property.
- 2.8. **Defence Costs** mean costs, fees and expenses incurred by the **Insured** with the written consent of the **Insurers** in the defence or settlement of any claim under this Policy.
- 2.9. **Terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), 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.

## Indemnity to others

The indemnity granted extends to:

1. Managerial or supervisory Employees of the **Insured** in their **Business** capacity for legal liabilities arising out of the performance of the **Business** and any director or partner of the **Insured** in respect of private work undertaken by any **Person Employed** for such director or partner with the prior consent of the **Insured**
2. The officers, committees and members of the **Insured's** canteen, social, sports, medical, firefighting, security services and welfare organisations for legal liabilities incurred in their respective capacity as such
3. Any person or firm for legal liabilities arising out of the performance of a contract with the **Insured** constituting the provision of labour only
4. Any principal for legal liabilities arising out of work carried out by the **Insured** under a contract or agreement in respect of which the **Insured** would have been entitled to indemnity under this Policy if the claim had been made against the **Insured**
5. The personal representatives of any person or party indemnified by reason of this Clause 3 in respect of legal liability incurred by such person or party.

Provided always that all such persons or parties shall observe, fulfil and be subject to the terms, conditions and exclusions of this Policy as though they were the **Insured**.

## Cross Liabilities

Each person or party granted indemnity by this Policy is separately indemnified in respect of claims made against any of them by any other subject to the **Insurers'** total liability not exceeding the stated Limits of Indemnity.

## Limits of Indemnity

### SECTION A

The **Insurers'** total liability to pay **Damages** (including claimants' costs, fees and expenses) shall not exceed the sum stated in the Schedule in respect of any one claim against the **Insured** or series of claims against the **Insured** arising out of one occurrence.

### SECTIONS B AND C

The **Insurers'** total liability to pay **Damages** (including claimants' costs, fees and expenses) shall not exceed the sum stated in the Schedule against each Section in respect of any one occurrence or series of occurrences arising from one originating cause

Provided always that the Limit of Indemnity:

- a. Under Section B in respect of liability arising out of **Pollution** applies to the total amount of **Damages** (including claimants' costs, fees and expenses) payable in respect of all occurrences during the Period of Insurance
- b. Under Section C applies to the total amount of **Damages** (including claimants' costs, fees and expenses) payable in respect of all occurrences during the Period of Insurance.
- c. In respect of **Defense Costs**, section 6.1.3. Corporate Manslaughter and Corporate Homicide Act 2007, shall not exceed £1,000,000 in all during the Period of Insurance.

## Defense Costs

Subject to the written consent and the control of the **Insurers** and subject to all other Policy Conditions and Exclusions, this Policy will also pay **Defence Costs**.

**Defence Costs** include legal expenses:

1. Incurred by or awarded against the **Insured** arising out of any prosecution of the **Insured**:
  - a. for breach or alleged breach of Part 1 of the United Kingdom Health & Safety at Work Act 1974 (and/or legislation of similar effect)
  - b. for any offence under Part II of the Consumer Protection Act 1987 and/or Part II of the Food Safety Act 1990 (and/or legislation of similar effect)
  - c. incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings, in respect of manslaughter or culpable homicide or alleged manslaughter, or culpable homicide including a breach of the Corporate Manslaughter and Corporate Homicide Act 2007
2. Arising out of representation at any Coroner's Inquest or Fatal Accident Inquiry.
3. Arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this Policy.

**Defence Costs** will be payable in addition to the Limits of Indemnity except in respect of Section A and in respect of Section 1 when the Limit of Indemnity will be inclusive of all **Defence Costs** unless this Policy is specifically endorsed to the contrary.

## Compensation for Court Attendance

In the event of any director, partner or Employee of the **Insured** attending court as a witness at the request of the **Insurers** in connection with a claim which is the subject of indemnity under this Policy the **Insurers** will provide compensation to the **Insured** at the following rates for each day on which attendance is required:

any director or partner	£250
any Employee	£100

## Section A – Employers’ Liability

### Section A - Indemnity

The **Insured** is indemnified by this Section in accordance with the Operative Clause in respect of **Injury** to any **Person Employed** arising out of and in the course of employment by the **Insured** and occurring during the Period of Insurance.

### Section A - Exclusions

This Section does not apply to or include legal liability:

1. Arising outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands except in respect of temporary non-manual visits by Persons Employed.
2. Incurred in circumstances where any road traffic legislation requires compulsory insurance or security and an indemnity is afforded to the **Insured** by any such insurance or security.
3. Arising out of work on and/or visits to any offshore rig and/or installation and/or platform from the time of embarkation onto a conveyance at the point of final departure to such offshore rig and/or installation and/or platform until disembarkation from the conveyance from such offshore rig and/or installation and/or platform onto land.
4. Arising out of **Terrorism** except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub-limit of £5,000,000 shall apply.
5. Arising out of or related to the manufacture, mining processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or **Products** containing Asbestos, except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub-Limit of Indemnity of £5,000,000 shall apply.

It is a condition precedent to the liability of **Insurers** that the **Insured** do not manufacture, mine, process, distribute, test, remediate, remove, store, dispose, sell, or use asbestos or materials or **Products** containing asbestos.

### Section A – Compulsory Insurance Clause

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law enacted in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands relating to compulsory insurance of liability to employees.

If however, there has been non-observance of any Policy conditions by the **Insured**, and the **Insurers** shall have paid any sum which would not have been paid but for the provisions of such law then the **Insured** shall forthwith repay such sum to the **Insurers**.



## Section B – Public Liability

### Section B - Indemnity

The **Insured** is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental **Injury** and/or **Damage** occurring during the Period of Insurance.

### Section B - Exclusions

This Section does not apply to or include legal liability:

1. In respect of **Injury** to any **Person Employed** arising out of and in the course of employment by the **Insured**.
2. Arising out of or in connection with any **Product**.
3. Arising out of the ownership, possession or use by or on behalf of the **Insured**, or any person or party entitled to indemnity, of any motor vehicle or trailer for which compulsory insurance or security is required by legislation, other than legal liability:
  - a. Caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer in circumstances where compulsory insurance or security is not required by any legislation.
  - b. Arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer except where indemnity is provided by any motor insurance contract.
  - c. Arising out of any motor vehicle or trailer temporarily in the **Insured**'s custody or control for the purpose of parking except liability for which compulsory insurance or security is required by any legislation.
4. Arising out of the ownership, possession or use by or on behalf of the **Insured** of any aircraft, hovercraft, offshore installation and/or rig and/or platform or watercraft (other than watercraft not exceeding 10 meters in length whilst on inland waterways)
5. For **Damage** to property owned, leased to, hired by, under hire purchase, on loan to, held in trust by or otherwise in the **Insured**'s care, custody or control other than:
  - a. Clothing and personal effects (including vehicles and their contents) of Employees and visitors.
  - b. Premises (including contents therein) temporarily occupied by the **Insured** for work therein or thereon but no indemnity shall be granted for **Damage** to that part of the property on which the **Insured** is or has been working and which arises out of such work.
  - c. Premises tenanted by the **Insured** provided always that liability for such **Damage** is not assumed by the **Insured** under agreement where liability would not have existed in the absence of the agreement.
6. Arising out of breach of professional duty, or wrongful or inadequate advice given separately for a fee or in circumstances where a fee would normally be charged.

## Section C – Products Liability

### Section C - Indemnity

The **Insured** is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental **Injury** and/or **Damage** occurring during the Period of Insurance and arising out of or in connection with any **Product**.

### Section C - Exclusions

This Section does not apply to or include legal liability:

1. In respect of **Injury** to any **Person Employed** arising out of and in the course of employment by the **Insured**.
2. For costs incurred in the repair, reconditioning or replacement of any **Product** or part thereof which is alleged to be defective
3. Arising out of the recall of any **Product** or part thereof
4. Arising out of any **Product** which with the **Insured**'s knowledge is intended for incorporation into the structure, machinery or controls of any aircraft, other aerial device, hovercraft or waterborne craft
5. Arising by virtue of a contract or agreement but which would not have arisen in the absence of such contract or agreement
6. Arising from circumstances known to the **Insured** prior to the inception date of this Insurance.
7. Arising from the failure of any **Product** to perform its intended function.

## General Exclusions

### Exclusions Applicable only to Section B & C

Sections B and C do not apply to or include legal liability:

1. Arising out of the deliberate, conscious or intentional disregard by the **Insured**'s technical or administrative management of the need to take all reasonable steps to prevent **Injury** or **Damage**
2. Arising out of liquidated **Damages** clauses, penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties
3. Arising out of **Pollution** of the atmosphere or of any water, land, buildings or other tangible property except to the extent that the **Insured** demonstrates that such **Pollution**;
  - a. 15.3.1. Was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the Period of this Insurance
  - b. 15.3.2. Was not the direct result of the **Insured** failing to take reasonable precautions to prevent such **Pollution**.  
Provided always that all such Pollution which arises out of one incident shall be considered for the purposes of this Policy to have occurred at the time such incident takes place and that **Insurers** total liability to pay damages (including claimants' costs, fees and expenses) under this clause shall not exceed the Limit of Indemnity stated in the Schedule in the aggregate in respect of the Period of this Insurance.
4. Directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
5. Directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with an act of **Terrorism**. These Sections also exclude legal liability directly or indirectly occasioned by, happening through, in consequence of, arising out of, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.
  - a. directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mold, spore(s) or allergens; or
  - b. any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mold, spore(s) or allergens; or
  - c. any obligation or duty to defend any actions directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mold, spore(s) or allergens  
Irrespective of the cause of such fungus, mildew, mold, spore(s) or allergens, and whenever or wherever occurring.
6. Directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.
7. Arising from the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or **Products** containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.
8. Directly or indirectly resulting from, or in consequence of any travel package arrangement.

## Exclusions Applicable to all the Sections of the Policy

This Policy does not apply to or include legal liability:

1. Directly or indirectly caused by or contributed to by or arising from:
  - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  - c. Provided that in respect of claims arising out of **Injury** which form the subject of Indemnity under
  - d. Section A this Exclusion shall only apply to liability:
    - Of any party to whom Indemnity is granted under Clause 3.4. (or their personal representatives)
    - Assumed by the **Insured** by agreement which would not have attached in the absence of such agreement.
2. For any award of punitive or exemplary **Damages** whether as fines, penalties, multiplication of compensatory awards or **Damages**, or in any other form whatsoever
3. For the Excess stated in the Schedule in respect of the first amount of each claim arising out of **Damage**
4. Which forms the subject of insurance by any other Policy and this Policy shall not be drawn into contribution with such other insurance.

## General Conditions

### General Conditions applicable to all Sections of the Policy

(Conditions 1 to 5 are precedent to **Insurers'** liability to provide Indemnity under this Policy)

1. The **Insured** shall give immediate notice in writing to the **Insurers** of any occurrence that may give rise to a claim under this Policy and shall give all such additional information as the **Insurers** may require. Every claim, writ, summons, notice of adjudication, referral notice or process and all documents relating thereto shall be forwarded to the **Insurers** immediately they are received.
2. No admission, offer, promise or payment shall be made or given by or on behalf of the **Insured** without the written consent of the **Insurers** who shall be entitled to take over and conduct in the name of the **Insured** the Defence or settlement of any claim or to prosecute in the name of the **Insured** for their own benefit any claim for indemnity or **Damages** or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the **Insured** shall give all such information and assistance as the **Insurers** may reasonably require.
3. The **Insurers** may at any time pay to the **Insured** in connection with any claim or series of claims under this Policy to which a Limit of Indemnity applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the **Insurers** shall relinquish the conduct and control of and be under no further liability in connection with such claims except for the payment of **Defence Costs** incurred prior to the date of such payment (unless the Limit of Indemnity is stated to be inclusive of **Defence Costs**).

Provided that if the **Insurers** exercise the above option and the amount required to dispose of any claim or series of claims exceeds the Limit of Indemnity and such excess amount is **Insured** either in whole or in part, with **Defence Costs** payable in addition to the Limit of Indemnity under this Policy then the **Insurers** will also contribute their proportion of subsequent **Defence Costs** incurred with their consent as the Limit of Indemnity bears to the amount paid to dispose of a claim.

4. The **Insured** shall give notice to the **Insurers** of any alteration or circumstance which materially affects the risks **Insured** under this Policy and until the **Insurers** be advised of such alteration or circumstance and shall have expressly agreed in writing to accept liability for such altered risk and the **Insured** has paid or agreed to pay the additional premium (if any) the **Insurers** shall not be liable in respect of any claim or claims due wholly or partially to any such alteration or circumstance.
5. Where the premium is provisionally based on the **Insured's** estimates, the **Insured** shall keep accurate records and within 90 days of expiry of the Period of this Insurance declare such particulars as the **Insurers** require. The premium shall then be adjusted, and any difference paid or allowed to the **Insured** as the case may be subject to any minimum premium that may apply. Where such estimates include remuneration to employees, the required declaration shall also include remuneration to all persons defined as Persons Employed by this Policy. Failure to declare such particulars to the **Insurers** shall entitle the **Insurers** to estimate if they so wish such particulars and to assess the further premium payment due calculated on such estimated particulars.

6. Any written proposal and/or declaration made by the **Insured** shall form the basis of this contract of insurance and is deemed to be incorporated herein.
7. If any claim under this Policy is in any respect fraudulent this Policy shall become void and all benefit hereunder shall be forfeited.
8. The **Insurers** may cancel this Policy by giving 30 days' notice in writing of such cancellation to the **Insured's** last known address.
9. Any phrase or word in this Policy and the Schedule will be interpreted in accordance with the law of England. The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.
10. All disputes concerning the interpretation of this Policy are understood and agreed by both the **Insured** and the **Insurers** to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England 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.
11. **Contract (Rights of Third Parties) Act 1999 Clarification Clause.**  
A person who is not party to this contract of insurance has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this contract of insurance, but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

## 12. Data Protection Act

We will within the terms of this Subsection indemnify You against liability for damages in respect of Damage arising out of any claim under Article 82 of Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and equivalent provision under the Data Protection Act 2018 (all as amended, updated or re-enacted from time to time) not otherwise insured hereunder and first made against You during the Period of Insurance provided that:

- 1) Our liability under this Extension for damages costs and expenses arising out of all claims made during any one **Period of Insurance** shall not exceed £1,000,000 or the amount stated as the Limit of Indemnity in the Schedule to this Subsection, whichever is the lower.
- 2) You have registered in accordance with the terms of the said Act or have applied for such registration which has not been refused or withdrawn
- 3) We shall not provide indemnity
  - 3.1) for 10 per cent of each claim subject to a minimum of £500 and a maximum of £5,000
  - 3.2) against liability caused by or arising from a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
  - 3.3) for the costs of replacing reinstating rectifying or erasing any personal data
  - 3.4) against liability caused by or arising from any incident or circumstances known to You at inception of this Extension which may give rise to a claim
  - 3.5) against liability caused by or arising from the recording processing or provision of data for reward or the determining of the financial status of a person
  - 3.6) against Contractual Liability
  - 3.7) against liability in respect of Bodily Injury to any person or Damage to Property

### 13. Choice of Law and Jurisdiction

The parties to this contract are free to choose the law applicable to the contract. Unless specifically agreed to the contrary this insurance Policy shall be subject to English Law.

The indemnity provided by this Policy shall apply only to judgments against the Insured in the Courts of Law of England and Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and not to judgments obtained elsewhere nor to judgments or orders obtained in the said courts for enforcement of foreign judgments whether by way of reciprocal agreements or otherwise.

The premium for this Policy has been calculated accordingly and no consideration has been paid in respect of sums payable under any other law or the jurisdiction of any other courts.

### 14. Your Right to Cancel

**You** have the right to cancel the insurance Policy within 14 days of receiving the Policy documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be deemed that **You** will have received the Policy document upon the day following the date it was posted to the **Insured** by first class post.

If **You** do cancel this insurance within the initial 14 day period, then no cover will have been in place from the date of inception, as specified in the Schedule, and no liability whatsoever shall attach to the **Insurers** in respect of the Policy.

If **You** do not exercise **Your** right of cancellation within the initial 14 day period, this insurance Policy will automatically come into force from the inception date specified in the Schedule. **You** will remain liable to pay the full annual premium.

Following the expiry of the initial 14 day period, this insurance Policy may be cancelled at any time at **Your** written request. **Insurers** reserve the right not to allow a return of premium.

To exercise **Your** right to cancel, contact the broker who arranged this cover for **You**

### 15. Several Liability

The liability of the **Insurers** is several and not joint and is limited solely to the extent of their individual proportions as shown in the Endorsement entitled Identity of **Insurers**. The **Insurers** are not responsible for the subscription of any co-subscribing **Insurers** or any other **Insurers** or co-**Insurers** who for any reason does not satisfy all or part of its obligations.

### 16. Complaints Procedure

It is always **Our** intention to provide a first class standard of service. However, it is appreciated that occasionally things go wrong. You can complain by contacting Pen Underwriting Limited (as per the contact details below) quoting **Your** Policy and/or Claim number. **We** will investigate **Your** concerns and provide a response as soon as possible.

Address:

Pen Underwriting Limited,  
Complaints,  
7th Floor Spectrum Building,  
55 Blythswood Street,  
Glasgow,  
G2 7AT

Telephone: 0141 285 3539

Email: [pencomplaints@penunderwriting.com](mailto:pencomplaints@penunderwriting.com)

Should **You** remain dissatisfied having received a Final Response to **Your** complaint and **You** fit the definition of an 'eligible complainant', **You** may then be able to refer **Your** complaint to the Financial Ombudsman Service (FOS). Please note that the

FOS allow 6 months from the date of the Final Response to escalate **Your** complaint to them. Further details on eligibility and the referral process can be found on the FOS Website.

Address:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SRR

Telephone: 0800 0234567 (for landline users)

Telephone: 0300 1239123 (for mobile users)

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)

## General Endorsement

### Identity of Insurers

Quote Monkey Land Liability Insurance is underwritten by a consortium of insurers whose details are set out below:

Argo Direct Ltd on behalf of Argo Global SE  
Covea Insurance Plc

Argo Direct Limited is authorised and regulated by the Financial Conduct Authority. ArgoGlobal SE is authorised by the Malta Financial Services Authority to carry on General Insurance Business under the Insurance Business Act, 1988.

Covea Insurance Plc are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

**Insurer's** proportionate liability will be detailed on request.

### Endorsement QM05 – Survey Endorsement

It is understood and agreed that this Policy is subject to a satisfactory survey (within 45 days of inception). The Insurers reserve the right, notwithstanding any Policy terms and conditions, as follows:

- a) In the event that the survey proves unsatisfactory, in the opinion of the Insurers, to cancel cover immediately and with no prior notice;
- b) To alter or amend the terms and conditions of the Policy;
- c) To require that the insured complies with the recommendations or requirements of the surveyor at the Insurers discretion and within a time period set by the company.

### Endorsement QM06 – Requirements to Notify Additional Employees

It is a condition precedent to the liability of Insurers that the insured advises, in advance, if it is their intention, at any time, to increase the number of employees beyond that declared on the last completed proposal/statement of fact.

### Endorsement QM10 - Excluding Road Traffic Act

It is agreed that the Insurers shall not be liable under this insurance in respect of any claims, liability or losses arising out of or in connection with Road Traffic Act Liability.



### **Endorsement QM17 – Property Owners Condition**

Section A and C are Deleted.

It is hereby noted and agreed that **Section B – Public Liability**, is amended to read as follows and not as previously stated:

#### **11. SECTION B - INDEMNITY**

The Insured is indemnified by this Section in accordance with the Operative Endorsement for and/or arising out of accidental Injury and/or Damage occurring during the Period of Insurance and arising from the Ownership of the Property as described in the Schedule.

### **Endorsement QM18 – Tree Maintenance Condition**

Where any tree, that falls, may damage Third Party Property, Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Section B directly or indirectly unless a maintenance report for trees has been prepared by a professional arborologist and the policyholder can demonstrate that trees have been maintained in accordance with the report.

### **Endorsement QM19 – Disclaimer Warranty**

The Insured hereby warrants that precedent to the liability of Insurers hereon a Disclaimer Notice is displayed at the premises of the Car Park.

### **Endorsement QM20 - Care, Custody or Control Exclusion**

The Insurers shall not be liable under this insurance in respect of any motor vehicle in the care, custody or control of the insured.

### **Endorsement QM22- Buildings Condition**

It is a condition precedent to the liability of Insurers that all unsecured or empty buildings situated on any insured area of land are adequately secured against illegal entry and are structurally sound.

### **Endorsement QM23 – Building and Construction Work Exclusion**

Insurers shall have no liability under this Policy to provide any indemnity or benefit for any legal liability, directly or indirectly resulting from or in consequence of any building or construction works being undertaken on or around the Insured area of land.

### **Endorsement QM24 – Watercourse Warranty**

Where a watercourse of any description exists on the Insured area of land it is hereby warranted by the Insured that adequate lifesaving equipment is readily available at all times and that the equipment is regularly maintained.

### **Endorsement QM26 – Your Right to Cancel**

You may cancel the policy within 14 days of the conclusion of the contract or the day on which you receive the policy document.

You may cancel this Policy at any time by giving the Insurers written notice and in such event the Insurers will return the unused percentage of the premium and tax paid for the current Period of Insurance subject to:

- (a) No claims having been made and no incidents having arisen that could result in a claim under this Policy