



Policy Booklet Garage Insurance

This document explains the
cover provided by your
Insurance Policy.

Contents of this Booklet

Identity of Insurers	3
Introduction.....	3
Fair Processing	4
Customer Information.....	6
Your Policy.....	6
Policy Definitions	7
Section A – Buildings.....	9
Property Owners.....	12
The basis of settling claims	13
General Exclusions.....	14
General Conditions.....	17
Standard Endorsements.....	18
Claims Conditions.....	19
Important Information about your policy.....	22

Identity of Insurers:

Your policy is administered by Bspoke Sports & Leisure and underwritten by **Accelerant Insurance UK Limited** (the **Insurer**). (Refer also to Sections M and O of this policy).

Bspoke Sports & Leisure is a trading name of Bspoke Commercial Limited. Bspoke Commercial Limited is registered in England and Wales **Company** Number. 09284678. Registered Office: Brookfield Court, Selby Rd, Leeds LS25 1NB. Bspoke Commercial is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 709456.

Accelerant Insurance UK Limited is registered in England and Wales with the **company** number of 03326800 and the registered office of One Fleet Place, London, EC4M 7WS. Its trading address is Lodge Park Business Centre, Lodge Lane, Langham, Colchester, CO4 5NE. Accelerant Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (firm reference number: 207658).

Introduction:

Your policy is a contract of insurance between **you** and **us** and **you** have a duty to make a fair presentation of the risk to **us** in accordance with the law.

The **policy** describes the insurance cover for which **we** have accepted **your** premium.

This insurance is renewable provided that **we** agree to accept **your** premium for any subsequent **period of insurance**. A new schedule will be issued for each **period of insurance** showing any changes to **your** cover.

Your policy is divided into a number of sections. The **policy** wording, schedule and any endorsements must be read together. Where a section does not apply, **your** schedule will state that it is 'not covered.'

Throughout this **policy**, **we** use defined terms. Defined terms are used to explain what a word means and are highlighted in bold print.

Headings have been used for **your** guidance and to help **you** understand the cover provided. The headings do not form part of the contract.

Under the heading 'What is covered' **we** give information on the insurance provided. This must be read with 'What is not covered,' the **policy** conditions and the section conditions at all times.

Under the heading 'What is not covered' **we** draw **your** attention to what is excluded from **your policy**.

Making a claim:

If **you** need to make a claim, please first check **your policy** to make sure **you** are covered. **You** must then follow the instructions provided on page 4 in the Claims notification condition and in Claims procedure condition under **Policy conditions**.

Making a complaint:

If **you** are not happy with the way a claim or any other matter has been dealt with, please read 'Making a complaint' on page 40 of the **policy**.

Fair Processing:

How We Use Your Information

Quote Monkey Ltd (QM), Bspoke Sports & Leisure (BSL) (previously One Commercial Ltd, OC) and Accelerant Insurance UK Limited (AI) are the joint data controllers 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 by QM and **your** rights in relation to **your** information please see **our** Privacy Policy – <http://www.quotemonkey.co.uk/privacy-policy>

For further information on how **your** information is used by BSL and **your** rights in relation to **your** information, please see their Privacy Policy – <https://bspokecommercial.com/privacy-policy>

For further information on how **your** information is used by AI and **your** rights in relation to **your** information, please see their Privacy Policy – <https://accelins.com/privacy-notice/>

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.

We may process **your** information for a number of different purposes. For each purpose **we** must have legal grounds for such processing. When the information that **we** process is classed as "sensitive personal information", **We** must have a specific additional legal ground for such processing.

Generally, **we** will rely on the following legal grounds:

- It is necessary for **us** to process **your** personal information to provide **your** insurance policy and services. **We** will rely on this for activities such as assessing **your** application, managing **your** insurance policy, handling claims and providing other services to you.
- **We** have an appropriate **business** need to process **your** personal information and such **business** need does not cause harm to you. **We** will rely on this for activities such as

maintaining **our business** records and developing, improving **our** products and services.

- **We** have a legal or regulatory obligation to use such personal information.
- **We** need to use such personal information to establish, exercise or defend our legal rights.
- You have provided **your** consent to **our** use of **your** personal information, including sensitive personal information.

How We share Your information

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

- Reinsurers, Regulators and Authorised/Statutory Bodies.
- Credit reference agencies.
- Fraud prevention agencies.
- Crime prevention agencies, including the police.
- Suppliers carrying out a service on **our**, or **your** behalf.
- Product providers where you've opted to buy additional cover.
- Other insurers, **business** partners and agents.
- Other companies within the QM, BSL and AI groups.

Marketing

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

Fraud Prevention and Detection

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

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

Automated Decisions

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

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

International Transfers

Under data protection law, when personal information is being transferred outside the European Economic Area (EEA), **we** as data controller, are under an obligation to ensure that such transfers are performed in a manner that ensures that **your** personal information is adequately protected.

How to Contact Us

Please drop **us** an email at admin@quotemonkey.co.uk if you have any questions about **our** privacy policy or the information **we** hold about you.

Customer information

Changes to your insurance

You must tell **us** as soon as possible if there are any changes that may affect **your** insurance such as:

You must tell **us** as soon as possible if there are any changes that may affect **your** insurance such as:

- if **you** change **The Premises** at which **you** store **your** property.
- if the value of items increases beyond the sums insured covered under this policy.

We may then reassess **your** cover and/or premium. If **you** do not tell **us** about any relevant changes **we** may charge **you** the wrong premium, reject or reduce **your** claim or declare **your** policy invalid.

The list above does not set out all changes **you** must tell **us** about, it is just an example of what is considered a change. If **you** are not sure whether a change may affect **your** cover, **you** should contact **us** anyway to enable the changes to be assessed.

Making a change to **your** policy? To request a change please follow this [amend a policy link](#) and **we** will get back to **you**.

Your Policy

This policy is evidence of the contract between **us** and **you**, **The Policyholder**.

In return for receiving and accepting the premium, **we** will provide insurance under this policy for the sections shown in **the schedule** as applying for the loss or damage which has happened during the **period of insurance**.

Your policy is made up of:

- **your** statement of facts confirmation.
- this policy booklet from pages 6 - 19.
- **the schedule**; and
- any endorsements,

and should be read as one document.

Please keep all **your** documents in a safe place. The contract is based on the information **you** have given **us** and **you** must tell **us** about any change in this information as soon as possible, or **you** may not be covered.

We promise to be fair and reasonable and to act quickly whenever **you** need to make a claim under this policy. If **you** feel **we** have not met this promise, **we** will do everything possible to deal with **your** complaint quickly and fairly.

We or **you** may choose which law will apply to this contract. English law will apply unless both parties agree otherwise.

We have not given **you** a personal recommendation as to whether this policy is suitable for **your** specific needs.

Policy Definitions

Certain words in **your** policy booklet, **The Schedule** and endorsements will have the same meaning wherever they appear and will apply to the whole policy unless **we** say that they have a different meaning within particular sections of the policy.

The words and their meanings are set out below:

Accidental Damage - Unexpected and unintended damage caused by sudden and external means.

Asbestos - Crocidolite ammonite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals.

British Isles - England, Scotland, Wales, the Isle of Man and the Channel Islands and Northern Ireland.

Business - Any employment, trade or profession.

Business Equipment - Any electronic office equipment, unless otherwise insured, including computers, keyboards, visual display units and printers, word-processing equipment, desk-top publishing units, fax machines, photocopiers, typewriters, computer-aided design equipment, telephone equipment and tools of trade used for **Business** purposes.

But not Smart phones, mobile telephones and PDA's (personal digital assistants).

Business Stock - **Business stock** and materials in trade, including work in progress, finished goods and customers goods in and at **The Premises** or held in trust by you for which **you** are responsible.

Contents - Household goods, **personal possessions**, camping equipment, satellite dishes, aerials and other articles, unless otherwise insured, for which **you** are responsible or that belong to **you**.

But not

- a) **Vehicles**, caravans, trailers, watercraft, hovercraft or aircraft (other than hand propelled or models) and their parts and accessories whether attached or not, other than removable entertainment or navigation equipment whilst it is removed from the **vehicle**.
- b) Any living creature.
- c) Securities (financial certificates except those defined as **money**), certificates and documents other than driving licenses and passports.
- d) Property held or used for any **business** (other than **Business Equipment** or **Business Stock**).

Employee(s) means

- a) anyone under a contract of service or apprenticeship with **You**
 - b) any
 - a) labour master or labour only subcontractor or person supplied or employed by them
 - b) self-employed persons
 - c) persons hired to or borrowed by You
 - d) persons engaged under a work experience youth training or similar scheme
 - e) voluntary helper
 - f) outworkers or homeworkers
- under **Your** control and supervision while working for **You** in connection with **Your Business**.

Excess(es) - The amount you must pay towards any claim.

Home - The **Garage** including its outbuildings at the address shown in **the schedule**.

Policy Definitions (continued)

Money - Cash, bank notes, cheques, **money** orders, postal orders, postage stamps (that are not part of a collection), savings stamps and savings certificates, share certificates, Premium Bonds, luncheon vouchers, traveler's cheques, travel tickets, phone cards and gift tokens belonging to **you** and not used for **business** purposes.

Pedal cycle - Any **pedal cycle** including electrically powered models, belonging to **you**, and its accessories. **But not** Wind assisted models.

Period of insurance - The period shown in **The Schedule** for which the policy covers **you** (as long as **you** pay the premium on time).

Personal Possessions - **Valuables**, luggage, clothing, **sports equipment** and any other items **you** normally wear, use or carry which belong to **you** or for which **you** are legally responsible.

The Schedule - The document which specifies details of **The Policyholder**, **The Premises** and any **excesses**, endorsements and conditions applying to this policy.

Sports equipment - Articles used for sports activities, including sports clothing specifically designed to be used for any sports activity and belonging to **you**.

But not Any **vehicle**, sand yacht, watercraft (including windsurfers, kite boards and surfboards), aircraft (including hang gliders) or their accessories.

Territorial Limits - United Kingdom (i.e Great Britain, Northern Ireland, the Chanel Islands, the Isle of Man).

The Premises - an individual self-storage unit at a Self-Storage Location shown on **The Schedule** of Insurance. An individual self-storage unit is a fully enclosed locked container, room, compartment and/or locker used for storage to which **you** have the right to exclusive access.

Valuables - Jewellery, watches, furs, items or sets or collections of gold, silver or other precious metals, works of art, sets of stamps, coins or medals all belonging to **you**.

But not

- a) Property more specifically insured by any other policy.
- b) Property held or used for any profession, **business** or employment

Company, We, Us, Our - The Insurers as stated in the Identity of Insurers notice.

You, your, The Policyholder - **You** and any of the following who normally live with **you**: **your** husband, wife, partner (a person living with **you** as though married), civil partner, children, parents and other relatives normally living with **you**.

Section A- Buildings The schedule will show **you** if this Section is included.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay for <i>damage</i> to buildings caused by any of the following events, including any optional event which is shown as operative in the schedule, unless otherwise stated by endorsement.</p>	<p>1. The events and extensions to this section do not cover the amount of excess shown in the schedule unless otherwise stated. 2. Consequential loss of any kind. 3. Any claim if you failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.</p>
<p>EVENTS 1. Fire, subterranean fire, explosion, lightning or earthquake.</p>	<p>1. Fire damage to property occasioned by or happening through: a) its own spontaneous fermentation or heating b) its undergoing any process involving the application of heat c) riot or civil commotion. 2. Explosion damage: a) consisting of the bursting of a boiler, economiser or other vessel, machine or apparatus, belonging to you or under your control, in which internal pressure is due to steam only. b) in respect of, and originating in, any vessel, machine or apparatus, or its contents, belonging to you or under your control, which is required to be examined to comply with any statutory regulations, unless such vessel, machine or apparatus shall be the subject of a policy or other contract providing the required inspection service.</p>
2 Smoke.	Damage by any gradually operating cause.
3 Aircraft or other aerial devices or articles dropped from them.	
4 a) Theft or attempted theft. b) Theft of external metalwork. The most we will pay for theft of external metalwork is £25,000 for any claim.	<p>Damage: a) resulting from theft or attempted theft of external metalwork occurring when scaffolding is erected at the premises unless we have agreed in writing to provide cover b) to fixed glass, sanitary fittings or signs forming part of the buildings</p>
5 Impact by any road vehicle, train or animal.	Damage caused by domestic pets.
6 Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances.	Damage resulting from stoppage of work.
7 Malicious people or vandals.	<p>Damage: a) caused by theft or attempted theft b) caused by fire or explosion c) to fixed glass, sanitary fittings or signs forming part of the buildings d) arising from the deliberate erasure, loss, distortion or corruption of electronic data.</p>
8 Storm or flood.	<p>Damage: a) caused by frost b) caused by subsidence, heave or landslip c) due solely to change in water table level d) as defined within event 9 (escape of water) e) to fences, gates or decking f) to swimming pools, paths, drives, car parks and other paved or hard-standing areas.</p>
9 a) Escape of water from any tank, apparatus or pipe. b) We will also cover damage to internal fixed water tanks, apparatus or pipes by freezing or forcible and violent bursting.	<p>Damage: a) caused by escape of water from automatic sprinkler installations.</p>
10 Escape of fuel oil from any fixed oil-fired heating installation.	

11 Falling radio or television aerials, satellite dishes, fittings or masts.	Damage to radio or television aerials, satellite dishes, fittings or masts.
12 Falling trees, branches, telegraph poles or lamp posts including the cost of removing those that cause damage to the buildings.	Damage to fences, gates or decking. 1. The cost of maintenance and normal redecoration.
13 Accidental damage: (Only operative if the current schedule shows 'Buildings including Accidental Damage ')	2. Damage: a) which is specifically included or excluded elsewhere under this section or by endorsement b) to fixed glass, sanitary fittings or signs forming part of the buildings. 3. Damage caused by, resulting from or consisting of: a) wear and tear, depreciation or gradually operating cause b) action of light, atmospheric or climatic conditions or frost c) moths, vermin, insects, parasites, woodworm, fungus, mildew or rot d) arising from the deliberate erasure, loss, distortion or corruption of electronic data e) domestic pets f) faulty workmanship, defective design or the use of defective materials g) inherent vice or latent defect h) subsidence, heave or landslip i) movement, settlement, shrinkage, expansion or its own collapse or cracking j) demolition, structural alteration or structural repair of the buildings. 4. Mechanical or electrical fault, breakdown or failure and any consequent damage.

Claims settlement for Buildings

We can choose to settle a claim for damage by either:

- a) Paying for the full cost of the repairing, or
- b) By making a cash payment, or
- c) Paying for the cost of re-building if damaged beyond repair.

Reinstatement The claims settlement will be calculated on the basis of reinstatement provided that:

- In the event of the repair of partial damage, **we** will not pay more than the amount **we** would have paid if the whole property has been destroyed:
 - a) Unless reinstatement begins and proceeds without delay
 - b) Until the cost of reinstatement has been incurred
 - c) If at time of damage, the property is insured under any other policy that is not the same basis of reinstatement.

Underinsurance

When reinstatement applies; if at the time of reinstatement, the sum representing 85% of the cost of reinstatement of the whole property exceeds the sum insured (adjusted for index-linking) at the time of commencement of any damage, the amount **we** will pay will be reduced in the same proportion as the said sum insured (adjusted for index-linking) bears to the total cost of reinstatement of the whole of the property at the time of reinstatement.

When reinstatement does not apply; if at the time of the damage, the sum insured (plus index-linking) by any item is less than the total cost of the rebuilding the property to which that sum insured relates, property exceeds the sum insured (adjusted for index-linking) at the time of commencement of any damage, the amount **we** will pay will be reduced in the same proportion as the sum insured (plus index-linking) bears to the total cost of rebuilding. IN assessing the total cost of rebuilding a deduction is to be made for wear and tear and betterment.

Limits

The most **we** will pay for any claim, unless otherwise stated, is the sum insured shown in **the schedule** at the date of the damage (plus index-linking) increases up to the completion of reinstatement.

Automatic Reinstatement of Sum Insured

The sum insured will not be reduced by a claim payment unless **we** give written notice to the contrary within 30 days of the claim notification being first received by **us**, if **you** take immediate steps to carry out any damage prevention measures that **we** may require.

Property Owners

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay all amounts which you become legally liable to pay as damages and costs and expenses for accidental bodily injury to any person or damage to material property occurring:</p> <p>a) during the period of insurance and arising from:</p> <p>i. your ownership of:</p> <ul style="list-style-type: none"> - the buildings - the land on which the buildings that you own stand - any grounds adjacent to, belonging to and used in connection with the buildings that you own <p>ii. your inspection, security, repair and maintenance of the buildings that you own, its land and adjacent grounds</p> <p>b) within a period of seven years from the expiry or cancellation of this section and arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises Act (Northern Ireland) Order 1975 in connection with any premises disposed of by you which were occupied by you for your activities.</p>	<ol style="list-style-type: none"> 1. The amount of excess shown in the schedule in respect of each claim for damage to material property. 2. Liability arising directly or indirectly from: <ol style="list-style-type: none"> a) an agreement unless liability would have existed without the agreement b) damage to property belonging to you or held in trust by you or in your custody or control c) occupation of the premises d) accidental bodily injury to any employee. 3. Liability for: <ol style="list-style-type: none"> a) costs of remedying any damage or defect in premises disposed of by you b) fines, penalties or punitive, exemplary, aggravated or multiplied damages c) liquidated damages d) which you are entitled to indemnity from any other policy or source. 4. Any claim if you failed to comply with a special requirement and such failure caused, or worsened the liability, unless otherwise stated in the special requirement.

Claims (Contribution)

If at the time of any event to which this Section applies there is or but for the existence of this Section, there would be any other insurance covering the same Damage or liability **We** shall not be liable under this Section except in respect of any **Excess** beyond the amount which would be payable under such other insurance had this Section not been affected.

Claims (Discharge of Liability)

We may at any time at **Our** sole discretion pay to **You** the Limit of Liability applicable (less any sum or sums already paid in respect or in lieu of damages) or any lesser sum for which the claim or claims against **You** can be settled and **We** shall not be under any further liability in respect of such claim or claims except for other costs and expenses for which **We** may be responsible incurred prior to such payment provided that in the event of a claim or series of claims resulting in **Your** liability to pay a sum in **excess** of the Limit of Liability applicable **Our** liability under Public Liability section for costs and expenses shall not exceed an amount being in the same proportion as **Our** payment to **You** bears to the total payment made by or on behalf of **You** in settlement of the claim or claims.

The basis of settling claims

- a) For any property covered under this policy that is lost or damaged **we** will, at **our** option:
 - a) replace or repair the item or part; or
 - b) pay the cost of replacing or repairing the item or part: or
 - c) make a cash payment which will not be more than the amount it would have cost **us** to replace or repair the item using **our** own suppliers.
- b) **We** will not pay more than;
 - a) the individual item sum insured for any one item;
 - b) 10% of **your Contents** sum insured in respect of unspecified **Valuables** or 20% of **your Contents** sum insured if **you** have unspecified **Valuables** and specified **Valuables** that are specifically listed in **the Schedule**.
 - c) £1,000 for any one unspecified Valuable or **Pedal Cycle** unless **your** schedule shows otherwise;
 - d) £5,000 for any one Valuable or **Pedal Cycle** that is specified in **your** Schedule
- c) Having applied the limits, **we** will not pay more than the total sum insured for any property covered as shown in **your** schedule.
- d) In respect of property covered **we** will not pay the cost of replacing or altering any undamaged item solely because it is part of a set, suite, group or collection of items of uniform design nature or colour.
- e) Under-insurance

If, at any time of any loss or damage, the sum insured is not enough to replace all the property covered in **The Premises** as new, **we** may take off an amount to reflect the difference between these values. For example, if the property covered sum insured is equal to 75% of the amount sum needed to replace all the property covered as new, **we** may pay only 75% of **your** claim.

You must pay the **excess** shown in **your** schedule or policy. If **we** have appointed one of **our** suppliers to deal with all or part of **your** claim, they may be asked to collect the **excess** directly from **you** on **our** behalf.

General Exclusions

The policy does not cover claims arising from the following:

Confiscation

Damage caused by or happening through confiscation or destruction or requisition by order of any government or any public authority.

Existing Damage

Any loss or damage that happened before cover started.

Failure of computers and electrical equipment

Damage or loss, directly or indirectly due to any computer or other electrical equipment or component failing to correctly recognise any date as its true calendar date or computer viruses.

Northern Ireland (Property Damage / Business Interruption)

Any damage, cost, expense or consequential loss of whatsoever nature in Northern Ireland directly or indirectly caused by, resulting from or in connection with riot, civil commotion and (except in respect of damage or consequential loss by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organization.

PFAS (PERFLUORINATED COMPOUNDS, PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES)

Definition

Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) in any form, including but not limited to:

1. any organic molecule, salt, free radical or ion, the composition of which includes at least one:
 - a. perfluorinated methyl group (-CF₃); or
 - b. perfluorinated methylene group (-CF₂-); or
2. any breakdown of any organic molecule, salt, free radical or ion, the composition thereof; or
3. any good, product or material that has the same or similar chemical formula or structure as such Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS); or
4. its presence or use in any alloy, by-product, compound or other material or waste that includes or is derived from such compounds or substances.

Exclusion

There is no cover under this policy for:

1. any bodily injury, property damage, personal and advertising injury loss, liability, damage, compensation, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with the actual, alleged, or threatened contaminative, pathogenic, toxic or other hazardous properties of PFAS; and
2. any and all losses, costs and expenses resulting from any claim, litigation, dispute, arbitration, investigation or any other legal proceeding or dispute resolution in whole or in part directly or indirectly caused by, arising out of, resulting from, based upon or in any way related to, any of the following conducts, included but not limited to:
 - a. Actual, alleged or threatened inhalation of, ingestion of, consumption of, contact with,

- exposure to, existence of or presence of PFAS containing products or materials; or
 - b. Design, manufacturing, production, use, sale, installation, placing on the market, removal, distribution, handling, packaging, storage, marketing, processing of or any other similar **business**-related activity relating to PFAS containing products or materials; or
 - c. Testing for, monitoring, cleaning up, abating, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of or in any way responding to, or assessing the effect(s) of PFAS-containing products or materials; or
 - d. Failure to report any PFAS-containing products or materials to authorities;
- or
- e. Failure to warn of potential consequences arising from, or the inadequacy of any warning, relating to any of the conduct described in a) through d) above.

If **We** allege that this exclusion applies to any claim under this Policy the burden of proving the contrary shall be upon **the Policyholder**

Pollution or Contamination

Any expense, legal liability, or any loss or damage to property directly or indirectly caused by pollution or contamination, unless arising from oil leaking from any fixed heating installation during the **period of insurance**.

Radioactive Contamination

Any expense, legal liability, or any loss or damage to property directly or indirectly caused by, arising from or contributed to by;

- Ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous properties, of any explosive nuclear equipment or nuclear part of that equipment.

Sonic Bang

Any result of war, invasion, act of foreign enemy, hostiles (whether war is declared or not), civil war, rebellion, revolution or similar event.

Terrorism

Any expense, legal liability, or any loss or damage to property directly or indirectly caused by Terrorism. Terrorism is defined as any person or people whether acting alone or in connection with any organisation or government, using biological, chemical or nuclear force or contamination, whether or not committed for political, religious, ideological or similar purposes, including intending to influence any government or to put members of public in fear.

Toxic Mold

Loss, damage, claims, costs, expenses or other sums directly or indirectly arising out of or relating to: **Fungi** or any type, nature or description, including but limited to any substance whose presence posts an actual or potential threat to human health.

This exclusion applies regardless of whether there is any;

- a) Physical loss or damage to property
- b) Insured peril or cause, whether or not contributing concurrently or in any sequence
- c) Loss of use, occupancy, or functionality; or
- d) Action required, including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

For the purposes of this Exclusion **fungi** shall mean any type of form of **fungi** including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by **fungi**.

Uninsurable Risks

Theft of specified **Valuables** or **Pedal Cycles** unless **the premises** are secured with a Solid Secure Gold rated padlock or equivalent

- a) Wear, tear and reduction in value
- b) Damage caused by rot, fungus or woodworm
- c) The cost of repairing or replacing any item which has suffered mechanical or electrical faults or breakdowns or which has suffered natural and inevitable failure and stopped working without damage being evident.
- d) Damage caused by cleaning, dyeing, renovating, altering, re-styling, repairing or restoring an item or items.
- e) Any damage caused gradually.
- f) Damage which has occurred as a result of natural and inevitable events unless those events are specifically covered by **your** policy.
- g) Faulty workmanship, faulty design or the use of faulty materials.
- h) Items held or used for **business**, other than **business equipment** or **business stock**

Virus, Disease and Pandemic

(not applicable to Employers' Liability Section)

Notwithstanding any provision to the contrary within this policy, within any endorsement to this policy or within any extension to this policy, this policy and its endorsements (if any) and its extensions (if any) exclude any loss, damage, liability, claim, cost or expense

(whether such loss, damage, liability, claim, cost or expense has been suffered by an insured or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

- a. Coronaviruses;
- b. Coronavirus disease (COVID-19);
- c. Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- d. any mutation of or variation of a), b) or c) above;
- e. any infectious disease that is designated or treated as a pandemic by the World Health

Organisation;

- f. any fear or anticipation of a), b), c), d) or e) above;
- g. Government Regulation, advice or restriction(s) as a result of the aforesaid matters regardless of any other cause or event contributing concurrently or in any other sequence thereto.

War

Any result of war, invasion, act of foreign enemy, hostiles (whether war is declared or not), civil war, rebellion, revolution or similar event.

General Conditions

Policy Terms and Conditions

You must keep to the policy terms, conditions and endorsements. If **you** do not do so **you** may invalidate the policy in whole or in part or reduce the amount of any claim.

Preventing Loss

You must take all reasonable care to prevent loss, injury or liability, damage or accidents and to maintain all property covered under this policy in good condition.

Fraud

You have a duty to be honest and truthful in **your** dealings with **us** at all times. If **you**, any person insured under this policy or anyone acting on **your** behalf dishonestly attempts to deceive **us** or knowingly makes a false claim, with the intention of financial gain, **we** will cancel **your** policy from the date of the dishonest behavior and may retain any premium paid. **We** may seek recovery of any costs **we** have incurred. **We** will not pay a claim which is in any way fraudulent, false or exaggerated. **We** will also not deal with any claim(s) made on or after the date of the dishonest behavior. In addition **we** may share details of the dishonest behavior with other organisations to prevent further fraud. **We** may also involve the relevant authorities to bring criminal proceedings.

Changes that may affect your cover

You must tell **us** as soon as possible if there are any changes that may affect **your** insurance such as:

- if **you** change the location of where **you** store **your** property;
- if the value of items in storage increase beyond the sums insured covered under this policy;

We may then reassess **your** cover and/or premium. If **you** do not tell **us** about any relevant changes **we** may charge **you** the wrong premium, reject or reduce **your** claim or declare **your** policy invalid.

Note: the list above does not set out all changes **you** must tell **us** about. If **you** are not sure whether a change may affect **your** cover **you** should contact **us**.

Changes that may affect your cover

If **you** do not pay a premium on time, **we** will assume that **you** intend to cancel the policy and cover under this policy will end from the date that the payment was due. If **we** decide to remind **you** to make a payment that **you** have missed, **we** will still retain **our** right to cancel the policy.

Amending your policy during the period of cover

If **you** make a change to the policy during the **period of insurance you** may have to pay an administration fee as shown in **The Schedule**.

People involved in this contract

This contract is between **you** and **us**. No-one else has any rights they can enforce under this contract, except those they have under law.

Cancellation by us

We have the right to cancel this policy by sending **you** seven days' notice in writing to **your** last known address. If **we** do **we** will return the premium paid less an amount for the period the policy has been in force. If **we** have cancelled the policy due to **your** not paying the premium and **you** have made a claim, or one has been made against **you**, during the current **period of insurance**, then the balance of the year's premium will become payable.

Standard Endorsement

The following endorsement is standard for all policies but is only effective where the stated sections or extensions are operative.

Subject otherwise to the terms, exceptions and conditions of the policy.

Corporate Manslaughter and Corporate Homicide Endorsement

WHAT IS COVERED	WHAT IS NOT COVERED
<p>If section(s) or extension(s) for:</p> <ul style="list-style-type: none"> • Employers Liability and/or • Public and Products Liability and/or • Property Owners Liability <p>are operative under this policy we will pay all amounts which you become legally liable to pay overall for legal costs and expenses incurred with our prior consent in the defence of any criminal proceedings, or an appeal against conviction, for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed in the course of your activities during the period of insurance.</p>	<ol style="list-style-type: none"> 1) Fines or penalties of any kind. 2) Costs of any remedial or publicity orders, or steps to be taken by such orders. 3) Proceedings consequent upon any deliberate act or omission by: <ol style="list-style-type: none"> a) you b) your managerial employees while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission. 4) Legal costs and expenses: <ol style="list-style-type: none"> a) where they are otherwise covered under an operative Legal Expenses section of this policy except for any amount payable beyond the Indemnity Limit under such Legal Expenses cover b) where indemnity is otherwise provided by any other policy, insurer or from any other source. 5) We will not pay any claim when you have failed to comply with the special requirements for this endorsement and such failure caused or worsened the liability.

Special requirements for Corporate Manslaughter and Corporate Homicide Endorsement

You must

- a) obtain **our** written consent prior to the appointment of any solicitor or counsel to act for **you**
- b) notify **us** immediately about any summons or other process served upon **you** which may give rise to a claim under this extension
- c) not commence an appeal without **our** written consent and such consent will only be given if counsel has advised that it is more likely for an appeal to be successful than not.

Claims settlement for Corporate Manslaughter and Corporate Homicide Endorsement

The most **we** will pay is £1,000,000 for all claims;

- a) under extension in any **period of insurance**
- b) in total for all policies issued by **us** to **you** where the claim relates to the same prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007.

This limitation forms part of and is not in addition to the indemnity limits stated in **the schedule** or the policy for each of the sections or extensions to which this extension applies.

Claims Conditions

Cancellation by us

When **you** find out about a claim, or possible claim, under this policy **you** must tell **us** as soon as reasonably possible. If **you** do not do so and prejudice **our** position **we** may reject or be unable to deal with **your** claim or be unable to pay **your** claim in full.

You may report a claim as follows: By Telephone on 0345 850 0597

Or

By Email to: bspokecommercialclaims1@uk.sedgwick.com

Claims

For any loss or damage claim **you** must do the following:

- a) at **your** expense provide **us** with any information and evidence **we** ask for, including proof of ownership or value of the lost or damaged item and written estimates for repair;
- b) provide **us**, (or **our** appointed suppliers), with access to or inspection of the damaged property;
- c) immediately tell the police about any loss or damage by deception, theft, attempted theft, vandalism, malicious act, riot or civil commotion.
- d) In respect of any damage to property, **you** must not dispose of any items unless **we** agree to **you** disposing of any such items.
- e) give written notice to **Us** as soon as reasonably practicable of any circumstance which may give rise to a claim under this Policy with full particulars of such event
- f) forward unanswered to **Us**, immediately they are received, every claim form summons or other originating process or any letter of claim or other written notification of claim and all documents relating thereto

If **you** do not do so and prejudice **our** position **we** may reject or be unable to deal with **your** claim or be unable to pay **your** claim in full.

Claims Conditions

Where more than one **excess** applies to any one claim only the highest **excess** will be deducted from the amount of settlement.

Subrogation

Before or after **we** settle any claim under this policy **you** shall, at **our** request and at **our** expense do, or permit to be done, anything necessary or reasonably required by **us** in order to:

- enforce any rights and remedies against
- obtain relief or indemnity from other parties, to which **we** would be entitled after settlement of that claim.
- If the premium is payable by instalments and an instalment is not received by the due date, the policy will be cancelled from the date the instalment was due unless otherwise agreed by **us** in writing.

Claims Procedure (Your duties)

When **you** become aware of a possible claim under this policy **you** shall (at **your** expense):

- notify **us** immediately on 02920 320839
- immediately tell the police if damage is caused by theft, attempted theft, malicious acts, riot or civil commotion
- take all practical steps to recover any property lost or to minimise the damage
- within 30 days (7 days in the case of damage by riot, civil commotion, strikers, labour disturbances and malicious persons) advise **us** in writing giving full details, and complete **our** appropriate claim form
- in respect of any claim for Business Interruption, submit to **us** within 30 days after the expiry of the indemnity period, or within such further time as **we** may in writing allow, a statement setting out particulars of the claim together with details of all other insurances covering any part of the damage or resulting business interruption
- give all assistance, information and documentation **we** may reasonably require within any timescales **we** may set at the time
- send to **us**, unanswered, every writ, summons or other communication immediately it is received
- send to **us** written details of any related inquest, legal inquiry, prosecution or procedure immediately it is known to **you**
- if **we** require, provide to **us** a statutory declaration of the truth of the claim. When **you** become aware of a possible claim under this policy **you** shall not:
 - admit, deny, negotiate or settle a claim without **our** written consent
 - abandon any property to **us**.

Claims Procedure (Our Rights)

If **you** make a claim under this policy **we** have the right:

- to enter any building where damage has occurred and take, and keep, possession of any property covered by this policy
- to the salvage of any property covered by this policy
- at any time to start, take over, defend and conduct any legal action or prosecution in **your** name
- to settle any liability claim by payment of the indemnity limit (less any sum or sums already paid or incurred) or any less amount for which, at **our** discretion, the claim can be settled. **We** will then relinquish control of the claim and be under no further liability
- to arrange a post mortem at **our** expense in the event of a death benefit claim under the Personal Accident, Personal Accident or Assault cover.

Cancellation and Cooling-off (Private Customers Only)

If **you** are an individual person and any part of the insurance by this policy has been requested by **you** for purposes which are outside **your** trade, **business** or profession then the following cooling-off and cancellation conditions apply.

Your right to cancel in the cooling-off period

If at inception or renewal of this policy and after receiving the full written documentation (either in paper or electronic format), including **the schedule**, **you** change **your** mind and no longer require the cover then **you** have 14 days (cooling-off period) from either the date **you** received the full documentation or the date the cover commenced, whichever is the later, to tell **us**, or **your** insurance advisor, in writing that **you** wish to cancel the policy. In such circumstances, **we** will make a full refund of premium.

Your right to cancel after the cooling-off period

- If the policy is not cancelled within the cooling-off period, then the insurance is in force and **you** are committed to pay the premium.
- **You** can cancel the policy providing **you** give **us** notice in writing (including electronic format) and that there is no Long Term Undertaking in force.
- As long as **you** have not made a claim **we** will refund the premium for the remainder of the **period of insurance**.
- If **you** have made a claim in the current **period of insurance** then the full annual premium is due and no refund will be allowed.
- If the premium is paid by instalments then any premium owing for the remainder of the **period of insurance** must be paid by **you** or it will be deducted from any claim settlement.

Our right to cancel

- **We** have the right to cancel the policy by giving **you** 14 days' notice in writing sent by recorded delivery to **your** last known address.
- If **we** cancel the policy **we** will refund the premium for the remainder of the **period of insurance**, suitably adjusted if the premium is paid by instalments.
- If the premium is payable by instalments and an instalment is not received by the due date, the policy will be cancelled from the date the instalment was due unless otherwise agreed by **us** in writing.

Cancellation (Other than in General Condition 2 above)

Your right to cancel

- **You** can cancel this policy providing **you** give **us** notice in writing (including electronic format) and that there is no Long-Term Undertaking in force.
- As long as **you** have not made a claim, **we** will refund the premium for the remainder of the **period of insurance**, suitably adjusted if the premium is paid by instalments and provided that the amount of refund due.
- If **you** have made a claim in the current **period of insurance**, then the full annual premium is due and no refund will be allowed.
- If the premium is paid by instalments then any premium owing for the remainder of the **period of insurance** must be paid by **you** or it will be deducted from any claim settlement.

Our right to cancel

- **We** have the right to cancel the policy by giving **you** 14 days' notice in writing sent by recorded delivery to **your** last known address.
- If **we** cancel the policy **we** will refund the premium for the remainder of the **period of insurance**, suitably adjusted if the premium is paid by instalments.

Important information about your policy

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 **us** 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.

If **Your** complaint is about the service **We** have provided **You** should complain to **Us** at info@quotemonkey.co.uk.

If **Your** complaint is about the policy cover **We** have provided then **You** should complain to **Us** at complaints@bspokecommercial.co.uk.

If **Your** complaint is about how **We** have handled a claim then **You** should complain to bspokecommercialclaims1@uk.sedgwick.com or by 'phone at 02921 010334

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

Website: www.financial-ombudsman.org.uk

Details about our regulator

Quote Monkey is authorised and regulated by the Financial Conduct Authority. **You** can visit the Financial Conduct Authority website, which includes a register of all regulated firms, at www.fca.gov.uk or **you** can contact them on 0300 500 0597. The Financial Conduct Authority registration number for **us** is 589147.

Financial Services Compensation Scheme

If **You** are registered in (or a resident of) the United Kingdom **You** may be entitled to compensation from the Financial Services Compensation Scheme if Accelerant Insurance UK is unable to meet its obligations to **you** under this insurance.

If **You** are entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the insurance. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk