

Own & Hired Plant Insurance

Policy Wording

This insurance is arranged and administered by Suited and underwritten by the **Insurer**, Admiral Business, a trading name of Able Insurance Services Limited, on behalf of Admiral Insurance (Gibraltar) Limited.

Suited is a trading name of Suited Insure Ltd, registered in England and Wales under company number 13736179. Suited Insure Ltd. is an Appointed Representative of Innovative Risk Labs Ltd., which is authorised and regulated by the Financial Conduct Authority, FCA Registration 609155.

OUR AGREEMENT WITH YOU

Thank **You** for choosing an Admiral Business insurance **Policy**.

In return for **You** paying the appropriate **Premium** and complying with the terms and conditions of the **Policy**, **We** agree to cover **You** in accordance with the terms of the **Policy**.

ABOUT YOUR POLICY DOCUMENTS

Your Policy is made up of:

1. General Terms and Conditions (within this document) that detail the contractual insurance relationship between **You** and **us**.
2. A '**Policy Schedule**' which is where **You** will find the active **Sections** of the **Policy** that **You** have purchased along with the limits of **Our** cover and any **Excess** or **Endorsements** that detail changes to the standard terms of the **Policy** that are specific to **Your** cover.

3. A '**Policy**' (this document) that will give **You** a greater understanding of the cover that **You** have bought and will also include some general limits and **Excess**.
4. 'Statement of Fact' (within the **Policy Schedule**)

These documents (whether physical or electronic) form the contract between **You** and **Us**. Please keep them in a safe place.

ABOUT YOUR POLICY

1. This **Policy** provides **You** with Own & Hired Plant insurance cover on a monthly basis in accordance with the terms and conditions below.
2. **Your** cover under this **Policy** will commence on the **Start Date**. Provided that **You** continue to pay the **Premium**, the **Policy** will continue to provide cover on a monthly basis, unless **You** cancel the **Policy** or ask **Us** to cancel the **Policy** on **Your** behalf.
3. When **You** first arrange cover with **Us**, **You** will pay the first **Premium** on the **day** cover is arranged which may be earlier than the **Start Date**. Where **You** are issued a new **Policy** after **Your** cover needs change **You** will pay the first **Premium** on the **Start Date**. In both cases **You** will after that first payment pay **Premium** on each following **Due Date**. The **Premium** is non-refundable, except as more fully provided in the terms and conditions of this **Policy**.
4. **You** can cancel **Your Policy** at any time and **You** will continue to have cover under the **Policy** (in accordance with its terms and conditions) until the end of the month for which **You** have paid the **Premium** except where **We** issue a new **Policy** upon cancellation.

DATA PROTECTION STATEMENT

To view **Our** data protection policy, please click on the following link: [Privacy and Security Policy - Admiral](#)

IMPORTANT NOTES

Fraud prevention and detection

In order to prevent and detect fraud **We** may at any time:

- check **Your** personal data against counter fraud systems.
- use **Your** information to search against various publicly available and third-party resources.
- use industry fraud tools including undertaking credit searches and to review **Your** claims history.
- share information about **You** with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If **You** provide false or inaccurate information and fraud is identified, the matter will be investigated, and appropriate action taken. This may result in **Your** case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. **You** may face fines or criminal prosecution. In addition, **We** may register **You** name on the Insurance Fraud Register, an industry-wide fraud database.

Claims history

We may pass information relating to **Claims** or potential **Claims** to the **Claims** and Underwriting Exchange Register (CUE), where the data is controlled by the Motor Insurers' Bureau, and other relevant databases. **We** and other insurers may search these databases when **You** apply for insurance, when **Claims** or potential **Claims** are notified to **Us** or at time of **Policy** review to validate **Your Claims** history or that of any other person likely to be involved in the **Policy** or **Claims**. This helps to check information provided and prevent fraudulent **Claims**.

DEFINITIONS

Asbestos

1. Crocidolite, amosite, chrysolite, fibrous actinolite, fibrous anthophyllite, fibrous tremolite or any mixture containing any of these materials;
2. Fibres or particles of any material in 1. above; or

Any material containing anything in 1. or 2. above.

Business

The insured activities as shown in the **Schedule**.

Contract Site

Contract Site means the third party premises where **You** are undertaking **Your Business**.

Circumstance

Circumstance means an incident, fact, or act that is likely to give rise to a **Claim**.

Claim

Claim means: The receipt by **You** of any written or verbal notice of demand for compensation made by a third party against **You**; or

Any written statement of **Claim**, **Claim** form, summons, application or other originating legal or arbitral process whether civil or criminal, cross **Claim**, counter **Claim** or third-party or similar-party notice served upon **You**; or

Any notice of intention, whether orally or in writing, to commence legal proceedings against **You**.

Computer System

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

Cyber Act

An unauthorised, criminal, or malicious act or series of related unauthorised, criminal or malicious acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of, or operation of any Computer System.

Cyber Incident

Cyber Incident means:

1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System** or **Data**.
2. Any partial or total unavailability or failure or series of related partial or total unavailability or failure to access, process, use or operate any **Computer System** or **Data**.

Cyber Loss

Any loss, **Damage**, liability, **Claim**, cost or expense directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing, or remediating any **Cyber Act** or **Cyber Incident**.

Data

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

Damage/Damaged

Physical loss, theft, **Damage** or destruction.

Documents

Documents means deeds, wills, written agreements, maps, plans, books, letters, policies, certificates, forms and **Documents** of any nature whatsoever, whether written, printed or reproduced by any method, but shall not include **Data**, currency, cryptocurrency, bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.

Due Date

The date on which the **Premium** is due and charged for the **Policy** each month, which after the **Start Date** shall be the same date each subsequent calendar month as the **Start Date** or if there is no date in the relevant subsequent calendar month corresponding to the **Start Date**, the last day of such calendar month.

Employee

'Employee' means anyone who is, or was at the time of any act, incident or event:

1. Under a contract of service or apprenticeship with **You**;
2. Hired to or borrowed by **You**;
3. Engaged in connection with a work experience or training scheme;
4. A labour master or person supplied by such labour master;
5. A self-employed person working on a labour only basis under **Your** direct control or supervision; or
6. A voluntary helper, whilst working for **You** in the course of the **Business**.

Endorsement

Any agreed alteration to the terms of the **Policy**, shown on the **Schedule**.

Excess

Excess means the amount **You** must pay towards any **Claim** under this **Policy** as specified in the **Schedule**.

Insurer/We/Our/Us means:

Admiral Business, a trading name of Able Insurance Services Limited, on behalf of Admiral Insurance (Gibraltar) Limited.

Limit of Cover

The amount shown as the 'sum insured' on the **Schedule**, which is the most **We** will pay for the corresponding **Claim**.

Period of Insurance

The period of time for which this **Policy** provides cover, commencing on the **Start Date**

and continuing for as long as cover is extended on a monthly basis and until the last day of the period for which **You** have paid the **Premium**.

Policy

Policy means this document, the **Schedule** (including any **Schedule** issued in substitution) and any **Endorsements** attaching to this document or the **Schedule**.

Premium

The monthly amount **You** pay for cover as specified in the **Schedule**

Hired In Plant

Hired In Plant means constructional plant and equipment (other than **Tools**) which you have hired under a written agreement in connection with **Your Business**.

Own Plant

Own Plant means constructional plant and equipment (other than **Tools**) which **You** have purchased in **Your** name and use in connection with **Your Business**.

Schedule

Schedule means the document titled **Schedule** that includes **Your** name and address, details of the **Premium** and other variables to this policy (including **Endorsement** clauses) and is incorporated in this policy that **You** have accepted. The **Schedule** may be re-issued from time to time whereupon each successor overrides the earlier document.

Section

Section means any part of this **Policy** numbered and described as a **Section**.

Start Date

The date and where applicable time stated in the **Schedule** upon which **Your** cover begins following **Your** acceptance of **Our** terms and conditions and payment of the **Premium**.

Territorial Limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man including travel between any of these unless it is agreed otherwise and specified in the **Schedule**.

Terrorism

1. For England, Scotland and Wales, the acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the **United Kingdom** or any other government de jure or de facto.
2. For Northern Ireland, an act including but not limited to the actual or threatened use of force or violence of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes. This includes the intention to influence any government or put the public or any section of the public in fear.
3. For the Channel Islands and the Isle of Man, an act of any person acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence any government de jure or de facto.

Tools

Tools means hand **Tools**, hand held portable power **Tools** belonging to **You** or **Your Employees** or for which **You** are responsible.

United Kingdom

United Kingdom means Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

You/Your

The person or entity shown on the **Schedule** as 'The insured'.

Virus or Similar Mechanism

Virus or Similar Mechanism means a computer program, program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, **Data** files or operations, whether involving self-replication or not.

War

War means **War**, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil **War**, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law but not including **Terrorism**.

WHAT WE COVER

OWN PLANT AND HIRED IN PLANT

Subject to the exclusions, conditions and definitions of this **Policy** as far as they can apply unless otherwise stated, **We** will cover **You** under this **Section** against **Damage** to **Own Plant** and **Hired In Plant** arising from any accidental cause occurring in the **United Kingdom** and during the **Period of Insurance**.

Subject to the exclusions, conditions and definitions of this **Policy** as far as they can apply unless otherwise stated, **We** will also cover **You** for **Your** legal liability under the terms of a written hiring agreement entered into by **You** to pay the cost of repairing, restoring or replacing **Hired In Plant** following **Damage** to **Hired In Plant** for which you are responsible.

OWN PLANT AND HIRED IN PLANT LIMIT OF COVER

Our liability to **You** in respect of **Damage** to **Own Plant** or **Hired In Plant** in respect of any one accident or series of accidents resulting from or attributable to one source or original cause will not exceed the sum insured in the **Schedule**.

In respect of any **Own Plant** individual item **Our** liability under this **Policy** shall not exceed the market value of the item at the time of the loss.

ADDITIONAL COVER

IMMOBILISED PLANT

The cover provided for **Hired In Plant** shall include the cost of recovery or withdrawal of any **Hired In Plant** which is unintentionally immobilised provided that such recovery or withdrawal is not necessitated solely by reason of electrical or mechanical breakdown or derangement.

The **Limit of Cover** under this **Section** shall not exceed the lesser of:

- i. the market value of the item at the time of the immobilisation; or
- ii. £25,000.

ADDITIONAL INTEREST

This **Policy** duly notes the interest of any suppliers of **Hired In Plant** to you under a hiring, leasing or similar agreement provided that, in the event of **Damage** to the property **You** tell **Us** the nature and extent of that interest.

TESTING AND COMMISSIONING

The cover under this **Section** will not apply to **Damage** caused by or arising out of electrical or mechanical testing of any machinery of **Hired In Plant** except during a period not exceeding 45 (not necessarily consecutive) days from the commencement of such testing.

CONTINUING HIRE CHARGES/NEGLIGENT BREAKDOWN

When **Hired In Plant** is hired in by **You** under the Model Conditions for Hiring of Plant of the Construction Plant Hire Association this **Section** is extended to cover **You** against legal liability under clause 9(d) of such conditions.

The cover provided by this clause will also apply to liability for **Damage** to and/or breakdown of **Hired In Plant** hired in by **You** under conditions other than the Model Conditions for Hiring of Plant of the Construction Plant Hire Association to the extent that **You** would have been legally liable for such loss, **Damage** and/or breakdown had the hire been subject to their conditions. Provided that **We** will not be liable under this extension for liability for sums in excess of GBP 25,000 in respect of any one item of **Hired In Plant** during any one hiring period.

JOINT NAMES OR MULTIPLE INSURED

Indemnity to any party that is required under the terms of the contract to be a joint named insured to this **Policy**.

If there is more than one insured party each operating as a separate and distinct entity, then cover shall apply in the same manner and to the same extent as if individual policies had been issued to each party.

Provided that:

- i. **Our** total liability to all of **Your** parties collectively shall not exceed the **Limit of Cover** under the **Policy**.

- ii. Any payment or payments by **Us** to any one or more insured party shall reduce to the extent of that payment liability to all parties arising from any one event giving rise to a **Claim** under this **Policy**.
- iii. **Your** parties shall at all times preserve any available contractual rights, agreements and remedies in the event of loss or **Damage**.
- iv. The contract is performed in the agreed **Territorial Limits**. It is however agreed that:
 - a. A voiding act committed by one insured party shall not prejudice the right to indemnity of any other insured party who has an insurable interest and who has not committed a voiding act.
 - b. **We** agree to waive all rights of subrogation which they may have or acquire.
 - c. Any lenders to the project shall not be entitled to any indemnity under this **Policy** for **Damage** in respect of which the **Insurers** are by reason of a voiding act no longer liable to indemnify any one or more other insured party.

BREAKDOWN OR EXPLOSION

Damage to new and unused **Own Plant** and **Hired In Plant** caused by electrical or mechanical breakdown or explosion. This extension shall continue for a period of:

- i. seven days from the commencement of testing of an individual item; and
- ii. one calendar month from the commencement of commissioning.

PAYMENTS ON ACCOUNT

Payment as agreed between **You** and **Us** in advance of final settlement of a **Claim** under this **Policy** where **We** have admitted liability.

AVOIDANCE OF IMPENDING **DAMAGE**

The cost incurred by **You** in taking exceptional measures that are reasonable to avoid or reduce impending loss or **Damage** which would have resulted in a **Claim** under this **Policy**.

Provided that:

- i. The impending loss or **Damage** did not arise from any defect in the **Own Plant** or **Hired In Plant**.
- ii. The impending loss or **Damage** did not arise from a reasonably foreseeable cause.
- iii. The loss or **Damage** would have been the natural outcome to be expected in the absence of the measures taken.
- iv. **We** are satisfied that loss or **Damage** which would have been insured under this **Policy** has been avoided or reduced in consequence of the measures taken.
- v. **Our** cover shall not exceed the cost which would have been incurred had the measures not been taken and loss or **Damage** insured by this **Policy** had occurred.

ADDITIONAL COST (SUPPLEMENTARY EXPENSES)

Necessary and reasonable cost incurred by **You** following loss of or **Damage** to **Own Plant and Hired In Plant** in electing a temporary repair or expediting a permanent repair.

Provided that:

- i. **Our** agreement has been obtained; and
- ii. **Our** cover shall not exceed £10,000.

DAMAGE TO SECURITY DEVICES

The cost incurred in repairing or replacing any immobiliser locating tracking or other security device permanently fitted to **Own Plant** and **Hired In Plant** following loss or **Damage** due to theft or attempted theft for which **We** have admitted liability.

Provided that:

- i. **Our** liability shall not exceed £1,000; and
- ii. No **Excess** shall apply to this extension.

LOSS OF KEYS

The cost incurred in replacing the lock cylinder of any security device permanently fitted to **Own Plant** and **Hired In Plant** following loss of or **Damage** to the keys operating the security device.

Provided that:

- iii. **Our** liability shall not exceed £1,000; and
- iv. No **Excess** shall apply to this extension.

REPAIR COST INVESTIGATION

The cost incurred in repair investigations and tests by consulting engineers following loss of or **Damage** to **Own Plant** and **Hired In Plant** for which **We** have admitted liability.

Provided that:

- i. **Our** prior written agreement has been obtained.
- ii. **Our** liability does not exceed £25,000 during any one **Period of Insurance**.
- iii. **We** shall not be liable under this **Section** for any cost incurred in preparing a **Claim** under this **Policy**.

Provided that **Our** liability for:

- i. Loss or **Damage** and continuing hire charges in respect of any **Hired In Plant** which is more than one year old shall be no more than the liability which would be incurred under the Model Conditions for the hiring of plant approved by The Construction Plant-hire Association.
- ii. Loss of or **Damage** to **Hired In Plant** while loaned or hired out is conditional on the terms of the agreement under which the loan or hiring out takes place being no less onerous than the terms under which the **Hired In Plant** has been hired by **You** unless otherwise agreed by **Us**.

WHAT WE DO NOT COVER

ASBESTOS

Directly or indirectly due to **Asbestos**.

AIRCRAFT AND WATERCRAFT

Loss of or **Damage** to:

- a. Aircraft, aero spatial devices or hovercrafts

- b. Waterborne craft other than safety boats or other craft up to 4 metres in length on or about the **Contract Site**.

VEHICLES

Loss of or **Damage** to mechanically propelled vehicles, including trailers attached thereto, other than:

- a. Vehicles designed primarily to operate as tools of trade (which term shall be deemed to include any plant primarily designed to operate on or about a **Contract Site**); or
- b. vehicles not licensed for road use and used in circumstances which do not require insurance under any road traffic legislation, **Damage** to any tyres by punctures, cuts or bursts.

BREAKDOWN, WEAR AND TEAR

The cost of making good:

- a. mechanical or electrical breakdown or derangement;
- b. wear, tear, rust or other gradual deterioration.

But this exclusion shall be limited to the parts immediately affected and shall not apply to **Damage** arising in consequence thereof.

RELIEVED OF RESPONSIBILITY

Damage for which **You** are relieved of responsibility under the terms of any contract.

TRANSIT

Loss of or **Damage** to **Own Plant** and **Hired In Plant** in transit:

- a. by sea other than by recognised 'roll-on roll-off' vehicle ferries provided no unloading or reloading of the vehicle(s) is involved.
- b. caused by theft or any attempt thereat arising whilst any vehicle(s), belonging to or under **Your** control and containing **Own Plant** or **Hired In Plant**, is left unattended unless:
 - i. all doors have been securely locked, all windows and other openings securely and adequately fastened, and any immobiliser and any alarm fitted to the said vehicle(s) correctly set to operate and all keys removed;

- ii. after the last business transit of the day until collected by the driver for the next business transit, the vehicle(s) is housed in a securely locked building of substantial construction or a compound which has secure walls and/or fences and securely locked gates.

OVERLOADING OR ABNORMAL CONDITIONS DAMAGE TO ANY ITEM OF HIRED IN PLANT.

- a. caused by or arising from the imposition of abnormal conditions, deliberate overloading or overload testing other than overload testing in accordance with the Code of Practice for the Safe Use of Cranes BS 7121-1 including any subsequent amendments or revisions.
- b. during overload testing in accordance with the Code of Practice for the Safe Use of Cranes BS 7121-1 including any subsequent amendments or revisions and caused by or arising from a defect in the item.

EXCLUDED PARTS AND COMPONENTS

Loss of or **Damage** to cutting edges, machine tools, trailing cables, flexible pipes, driving belts and chains or conveyor bands unless accompanied by the loss of or **Damage** to the complete item.

SCRATCHING

The scratching scouring or spoiling of glass painted polished smooth or similar finished surfaces but not **Damage** insured by this **Policy** resulting from such **Occurrence** unless otherwise excluded.

COMMOTION IN NORTHERN IRELAND

Directly or indirectly due to civil commotion in Northern Ireland.

SONIC BANGS

Directly or indirectly due to pressure waves caused by aircraft or other airborne devices travelling at sonic or supersonic speeds.

IRRADIATION OR CONTAMINATION BY NUCLEAR MATERIAL

Directly or indirectly due to:

- a. Ionising radiation or contamination by radioactivity from any:

- i. Nuclear fuel or from the combustion of nuclear fuel; or
- ii. Nuclear waste; or
- b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly

PRIOR CIRCUMSTANCES

Circumstances that have been, or should have been, notified under any other insurance in place before the **Start Date** of the **Period of Insurance**.

OTHER INSURANCE

That would be covered under any other insurance if this **Policy** did not exist. This does not apply to any amount over the amount that would have been payable under the other insurance if this **Policy** did not exist.

CONFISCATION

Directly or indirectly due to the confiscation, nationalisation, requisition or destruction of any **Own Plant** or **Hired In Plant** by or under the order of any government or public authority.

DISHONESTY

Directly or indirectly due to any dishonest, deliberate or malicious act by **You** or any **Employee**.

WAR

Directly or indirectly due to **War**, including any action taken by a government as a direct consequence of **War**.

VIRUS OR HACKING

Directly or indirectly due to any **Virus** or hacking. However, this does not apply to any otherwise covered loss, which is caused directly by:

- a. Fire, lightning or explosion.
- b. Aircraft, aerial devices or anything dropped from them.
- c. Riot, civil commotion, strikers, locked-out workers or anyone taking part in a labour disturbance.

- d. Earthquake.
- e. Storm, flood or escape of water from any tank, apparatus or pipe.
- f. Impact from any motor vehicle or anything falling from them.
- g. Animals; or
- h. Theft, attempted theft or acts of malicious persons involving physical force or violence.

CYBER LIABILITY

Directly or indirectly due to any **Cyber Loss** or any **Business** activity via:

- 1. The internet
- 2. **Your** own website, internet site or web address; or
- 3. The transmission of e-mail, or **Documents** by electronic means

ELECTRONIC RISKS

Directly or indirectly arising from:

- a. **Damage** to, unavailability of, or loss of **Data**. This includes:
 - i. **Damage** to, or loss or corruption of, **Data**.
 - ii. Unauthorised processing, storage, retention, exfiltration, appropriation, use or modification of, or access to, **Data**.
 - iii. Unauthorised disclosure or transmission of **Data** to any third party.
 - iv. **Damage** or loss arising from the misinterpretation or misuse of **Data**; or
 - v. **Damage** or loss arising from any operator error in relation to **Data**; or
- b. Due to:
 - i. The transmission of a **Virus**.
 - ii. Unauthorised access to a **Computer System**.
 - iii. Interruption of, or interference with, any means of communication used in the conduct of **Your Business**, including any reduction in the performance of any website.

- iv. The complete or partial failure or inability to perform or function of a **Computer System**.

HIGH RISK WORK

Directly or indirectly due to work at, or in relation to:

- a. Power stations or nuclear establishments.
- b. Oil, gas or chemical refineries, bulk storage facilities or production premises.
- c. Aircraft.
- d. Watercraft.
- e. Railways or airports.
- f. Underground or underwater locations, piling work or water diversion.
- g. The use of explosives.
- h. Construction work on towers, steeples, chimneys, shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs.
- i. The erection or repair of buildings or structures more than 20 metres in height; or
- j. Excavation work more than 3 metres in depth, unless disclosed to and accepted by **Us** before the start of the **Policy**.
- k. Hospitals and other medical facilities
- l. Quarries
- m. The Pharmaceutical Industry
- n. Laboratories

GENERAL CONDITIONS

NOTIFICATION TO THE POLICE

You must notify the police as soon as **You** become aware of any malicious **Damage**, theft or attempted theft and obtain a crime reference number.

If **You** do not, **We** will not cover any **Claim** connected to the incident.

PRESENTATION OF THE RISK

Before any cover under this **Policy** can start or whenever changes are made to it, **You** must provide **Us** with a 'fair presentation of the risk' to be insured.

The presentation must:

- a. Include all material facts which are known, or ought to be known, by **You**, **Your** senior management or anyone arranging the **Policy** on **Your** behalf.
- b. be made following a reasonable search; and
- c. be reasonably clear and accessible.

This is the information that **We** have taken from **You** during the quotation process and any subsequent communication that **We** had where **We** have needed to clarify points, either on the phone or via emails.

FAILURE WHEN PRESENTING THE RISK WHICH IS DELIBERATE OR RECKLESS

If **You** deliberately or recklessly fail to comply with the obligation under Presentation of the risk above, **We** can avoid the **Policy**. **We** will be entitled to:

- a. Refuse to cover any **Claim** under the **Policy** and treat it as if it never came into existence.
- b. Require **You** to repay all payments already made by **Us** under the **Policy**; and
- c. Keep any **Premium** payments **You** have made.

FAILURE WHEN PRESENTING THE RISK WHICH IS NEITHER DELIBERATE NOR RECKLESS

If **You** fail to comply with the obligation under Presentation of the risk above, but the failure was neither deliberate nor reckless, **Our** rights will depend upon what would have happened if **You** had provided a fair presentation.

If **We** would have:

- a. Refused to insure **You**, **We** can avoid the **Policy**. This means **We** will have the rights under a. and b. above, although **We** will return any **Premium** payments **You** have made.
- b. Insured **You**, but the terms of the **Policy** would have been different, the **Policy** will remain in force as if those alternative terms had applied since the start of the **Period of Insurance**. This does not apply to anything that only affects the **Premium**; or
- c. Insured **You**, but charged a higher **Premium**, the amount **We** pay for any **Claim** under the **Policy** will be proportionately reduced or **We** will require any additional **Premium** to be paid by **You** prior to settling the **Claim**, by reference to the difference between the **Premium** charged and the **Premium We** would have charged if **You** had provided a fair presentation.

We will apply the following calculation to any proportionate reduction:

(**Premium We** would have charged, minus actual **Premium** charged) X amount of the **Claim**. Please note that both b. and c. above can apply at the same time.

CHANGE OF RISK

If during the **Period of Insurance** there are any material changes or additions to the information contained in the presentation of the risk, **You** must let Suited know as soon as possible.

- a. **You** may, with immediate effect, seek to replace this **Policy** with a new **Policy** by processing the required change in cover through the use of the on-line customer portal provided by, or by contacting, Suited.
- b. If **Your** request is accepted, this **Policy** shall be cancelled at the time the request is processed and a new **Policy** may be issued.
- c. **We** may cancel the **Policy** with effect from the date of the material changes or additions. if the new information that **You** have provided to **Us** means that **We** would not offer an insurance quote. **We** do not cover any changes to the **Business** unless **You** have told **Us** about them, and **We** have agreed to provide cover.
- d. Where **We** cancel this **Policy** on that basis above **You** shall be entitled to a pro rata refund of **Premium** for the unexpired period of cover under this **Policy**.

PRECAUTIONS

You must at **Your** expense:

- a. Take all reasonable precautions to prevent or minimise the likelihood of any act, incident or event that could lead to a **Claim** under this **Policy**.
- b. Exercise reasonable care in the selection of **Employees** and give them adequate resources and training to maintain a sufficient level of competence to fulfil their duties.
- c. Comply with all relevant legal requirements, and other regulations relating to the people.

We do not cover any **Claim**, loss or liability arising while **You** are not in full compliance with these conditions. However, **We** will still cover **You** if **You** can prove that **Your** failure could not have increased the risk of the **Claim** or loss arising.

PREMIUM PAYMENT

- a. **You** must pay the **Premium** by the **Due Date**,
- b. If **You** do not pay the **Premium** in accordance with clause a.:
 - i. **We** will not make any payment under the **Policy**.
 - ii. **We** will automatically cancel the **Policy** so that cover will cease at the end of the monthly period for which **You** have paid the **Premium**.
- c. If **you** do not pay the **Premium** in accordance with clause a. but **you** pay **Us** the overdue **Premium** within 14 days from the **Due Date**, **We** will reinstate **Your Policy** so that there is no interruption in **Your** cover.

POLICY REVIEW

Irrespective of the other provisions in this **Policy**:

- a. **We** will review the terms and conditions of the **Policy**, including the **Premium**, periodically and every twelve months, and **We** reserve the right to change the **Premium** and the terms and conditions.
- b. If **We** make a change(s) **We** will give **You** a minimum of 28 days notice and issue a new **Policy** for the next **Period of Insurance**, which will be made available to **You** through the Suited online customer portal.

- c. **You** are under no obligation to accept those changes and may cancel **Your Policy** prior to those changes taking effect. The **Policy** will expire at the end of the calendar month for which **You** have paid for cover.

CANCELLATION BY YOU

- a. **You** may cancel this **Policy** at any time by processing the required change in cover through the use of the on-line customer portal provided by, or by contacting, Suited.
- b. If **You** request a cancellation, **Your Policy** will expire on the last day of the monthly period for which **You** have paid the **Premium**.
- c. The **Premium You** have paid is not refundable.

CANCELLATION BY US

We can cancel the **Policy** at any time by giving **You** 30 days' notice in writing or by email after **We** have tried to contact **You** by email or phone. Where **You** have failed to pay **Your Premium**, or any instalment of the **Premium**, this period is reduced to 7 days. If **You** pay by instalments and **You** fail to pay after the 7 days' notice period, cancellation will take effect from the date the instalment was due to be paid and **You** will have no cover under this **Policy** for the period after that date. **We** will return any **Premium You** have paid that relates to any period after the date the cancellation takes effect.

RIGHTS OF THIRD PARTIES

Save as provided by this **Policy**, no one who is not a party to the **Policy** has any right to enforce its terms under the Contracts (Rights of Third Parties) Act 1999, which would not exist other than under the Act.

GOVERNING LAW AND JURISDICTION

Unless it is agreed otherwise and specified in the **Schedule**, **We** will only cover **Claims** brought against **You** in the courts of the **United Kingdom**.

Any legal proceedings between **You** and **Us** in connection to this **Policy** will only take place in the courts of the **United Kingdom**.

ARBITRATION

If there is a dispute between **You** and **Us** as to the amount to be paid if there is a **Claim** (where **We** agree the **Claim** is covered), the dispute will be referred to a single

arbitrator, who shall be appointed in accordance with the relevant statutory provisions in place at the time. **You** cannot commence legal proceedings against **Us** unless an arbitrator has been appointed and has made an award in accordance with this condition.

CLAIMS CONDITIONS AND PROCEDURE

If **You** need to make a **Claim** under the **Policy**, the following **Claims** Conditions apply if shown as insured in the **Schedule**.

NOTIFICATION

How to Report a **Claim**

If **You** need to report a **Claim**, please either:

1. Complete and return the relevant claims form at www.admiralbusiness.com/make-a-claim.
2. Email **Your Claim** details to claims@admiralbusiness.com.
3. Call 020 3808 7099 to report **Your Claim**.

You must report any **Claim** you wish to bring under this **Policy**, any **Claim** made against **You**, or any incident or act that could result in a **Claim**, as soon as reasonably possible, and in any case, within 14 days of becoming aware of the event. If **You** fail to report the **Claim** within this timeframe, it may not be covered under this **Policy**.

INFORMATION

You must let **Us** have at **Your** expense, any information and assistance that **We** reasonably require in relation to any **Claim** under the **Policy**.

NO ADMISSIONS

In respect of any **Claim** against **You**, **We** will not make any payment if **You** make any admission of liability, payment, offer of settlement or incur any costs or expenses without **Our** prior written agreement.

RECOVERIES

You must give **Us** all information and assistance **We** reasonably require to pursue a recovery against any third party of any payment **We** have made under the **Policy**. **We** will not exercise any right of recovery against **Your** partners, directors, executive officers or **Employees**, unless the **Claim** or loss arose as a result of, or was contributed to by, that person's dishonest, malicious, fraudulent or criminal act or omission.

MAXIMUM PAYMENT

The most **We** will pay for any **Claim** under the **Policy** is the amount of cover shown in that **Section** or **Limit of Cover** shown on the **Schedule**. **We** can pay **You** such maximum amount (or the balance after any previous payments have been taken into account) at any time. If **We** make such a payment, **We** will have no further involvement in that **Claim** or loss, including in the defence of any **Claim**.

VALUE ADDED TAX

Where **You** are accountable to tax authorities for any Value Added Tax (VAT), any payment **We** make under this **Policy** will not include such tax.

NON-COMPLIANCE WITH CONDITIONS

Unless a more specific solution is set out, if **You** fail to comply with any condition within this **Policy**, **We** will reduce the amount **We** pay to reflect the extent to which the loss or **Property Damage** or loss has increased as a result of **Your** failure to comply with the condition.

FRAUDULENT CLAIMS

We won't pay for any **Claim** if **You** or anyone acting on **Your** behalf:

- a. Makes a fraudulent **Claim**.
- b. Makes a false declaration or statement in support of a **Claim**
- c. Puts a fraudulent device forward in support of a **Claim**

We:

- d. Are not liable to pay the **Claim**;
- e. May recover any part of the **Claim** already paid from the relevant Insured; and
- f. May by notice to **You** under this **Policy** as having been terminated with effect from the time of the first fraudulent act, in which case **We** are not liable to that Insured in respect of a relevant event occurring after that time and may retain any **Premium**.

These remedies shall not be available against any other person or entity Insured under this **Policy** that was not implicated in the fraud.

COMPLAINTS PROCEDURE

COMPLAINTS & ENQUIRIES

We are fully committed to giving **You** a first-class level of service. But if **You** ever feel like **We** have fallen short of the mark, please address **Your** concerns or complaints to:

**Complaint Manager,
Admiral Business
Able Insurance Services Limited,
Ty Admiral, David Street,
Cardiff, United Kingdom,
CF10 2EH**
Tel: 02038087099
Email: complaints@admiralbusiness.com

If **We** have given **You Our** final response but **You** are still unhappy, or more than 8 weeks have passed since **We** received **Your** original complaint, **You** may be eligible to refer **Your** complaint to the Financial Ombudsman Service (FOS). Here are their details:

**The Financial Ombudsman,
Service Exchange Tower
London E14 9SR**
www.financial-ombudsman.org.uk
Tel: 0800 0 234 567 or: 0300 123 9 123
Email: complaint.info@financialombudsman.org.uk

FINANCIAL SERVICES COMPENSATION SCHEME

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if **We** cannot meet **Our** obligations under the **Policy**, depending on the type of business and the **Circumstances** of the **Claim**. For compulsory classes of insurance and professional indemnity, the advising and arranging of insurance is covered for 100% of the **Claim**. For other classes of insurance, the advising and arranging of insurance is covered for 90% of the **Claim**. There is no upper limit in either case.

You can contact the Financial Services Compensation Scheme using the details below:

Financial Services Compensation Scheme

10th Floor Beaufort House

15 St Botolph Street

London, EC3A 7QU

enquiries@fscs.org.uk

0800 678 1100 or 020 7741 4100

www.fscs.org.uk