



Policy Booklet

# Land Liability Insurance

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# Land Liability Insurance Policy – v. 4.7

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**Effected  
through:  
Quote Monkey Ltd**

## **Introduction**

This is **Your** insurance Policy.

It is the evidence of the contract **You** have made with **Us**. **We** insure **You** during the Period of Insurance in the terms set out in each section of **Your** Policy in return for payment of the premium. Only those sections or sub-sections stated in the Schedule as “Insured” are operative.

The Statement of Fact, this Policy wording, **Your** Schedule, any endorsements, and the certificate of insurance (if applicable) are all part of the Policy and should be read together to avoid misunderstanding. They show which sections or sub-sections are in force and contain the details of **Your** cover.

**Our** acceptance of this risk is based upon the information **You** have presented to **Us** being a fair presentation of **Your Business** and that **You** have advised **Us** of any unusual or special features of **Your Business** that might cause **You** any particular concerns.

**You** must tell **Us** as soon as possible of any change to the information shown on the Statement of Fact as failure to notify **Us** of changes to **Your Business** which means that the information **You** originally provided no longer represents a fair presentation of the risk may invalidate the cover. **You** should not wait until the next renewal date.

Please read the Schedule and Policy carefully. Make sure that they meet **Your** needs. If **You** have any queries or any information in the Schedule is incorrect please contact [admin@quotemonkey.co.uk](mailto:admin@quotemonkey.co.uk).

**We** will provide the insurance described in this Policy (subject to the terms set out herein) for the Period of Insurance shown in the Schedule and any subsequent period for which **You** shall pay and **We** accept the premium.

## **Rights to Cancel**

**You** may cancel this Policy in the first year of insurance during the 14 days after the Contract has been concluded by emailing Quote Monkey at [admin@quotemonkey.co.uk](mailto:admin@quotemonkey.co.uk).

**This right does not apply at any subsequent renewal of the Policy.**

Provided that there have been:

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1. no claims made under the Policy for which **We** have made a payment;
2. no claims made under the Policy which are still under consideration;
3. no incident likely to give rise to a claim that has occurred during the 14-day period that has yet to be reported to **Us**;

**We** will give a refund for the proportionate part of the premium paid in respect of the unexpired term of this Policy, subject to Quote Monkey Ltd retaining a minimum premium of £50 to cover their administration costs.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current Period of Insurance, no refund for the unexpired portion of the premium will be given.

**You** have no other rights to cancel the policy

**We** may cancel:

1. By giving not less than 15 days' notice in writing if any premium due under this Policy has not been paid to **Us**. If the premium due is paid in full to **Us** before the notice period expires, the notice of cancellation shall automatically be revoked. If not, the Policy shall automatically terminate at the end of the notice period.

If **We** cancel, the premium due to **Us** remains payable for the period that **We** were on risk. In the event of the occurrence of a loss which gives rise to a claim prior to the date of termination the full premium shall be payable to **Us**.

2. By giving 30 days' notice in writing to **You** at **Your** last known address. If **We** cancel **You** will be entitled to a proportionate return of premium.

If **We** cancel under General Condition – Economic, Financial or Trade Sanctions no refund of premium will be due to **You** for the unexpired Period of Insurance

### **Consequences of non-disclosure or misrepresentation**

When agreeing to provide this insurance, **We** have relied on the accuracy of the information and statements which **You** have provided to **Us**.

If **You** fail to disclose information relevant to **Your** Policy or **You** make an incorrect statement to **Us** and **We** establish that this is either a deliberate or reckless breach of law, **We** may terminate the Policy and refuse to pay all claims and need not return any of the premiums paid.

If **You** fail to disclose information relevant to **Your** Policy or **You** make an incorrect statement to **Us** that is not a deliberate or reckless breach of law:

- a. If **We** would not have entered into the policy at all, **We** may terminate the Policy and refuse all claims, but must return the premiums paid;
- b. If **We** would have entered into the policy, but on different terms (other than terms relating to the premium), the policy is to be treated as if it had been entered into on those different terms from the outset, if **We** so require;
- c. If **We** would have entered into the policy, but would have charged a higher premium, **We** may reduce proportionately the amount to be paid on a claim.

If **You** are in doubt as to whether any information is relevant to **Our** assessment of **Your** risk, **You** should disclose this information to **Us**.

### **Applicable Law & Jurisdiction**

The parties to this contract are free to choose the law & jurisdiction that applies to it. Unless otherwise stated in the Schedule, the Law of the United Kingdom applicable where **You** live will apply.

### **Interpretation**

In this policy:

- (a) reference to any Act, statute or statutory provision shall include a reference to that provision as amended, re-enacted or replaced from time-to-time whether before or after the date of inception of this policy;
- (b) if any term, condition, exclusion or endorsement is found to be invalid or unenforceable the remainder of this policy shall remain in full force and effect;
- (c) the headings in this policy are for general reference only and shall not be considered when determining the meaning of this policy.

### **Your Insurer**

This Policy has been arranged by One Commercial Ltd on behalf of Quote Monkey Ltd. One Commercial Ltd is authorised and regulated by the Financial Conduct Authority under FRN: 709456.

Cover under this Policy is provided by Accelerant Insurance Europe SA:

Accelerant Insurance Europe SA is a company registered in Belgium (Company number 0758.632.842) with registered office at Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels.

Accelerant Insurance Europe SA is an insurance company authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3193). Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

# Landowner's Liability Insurance

## Definitions

For the purpose of this Policy:

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

- a. The person, persons or corporate body named in the Schedule
- b. Subsidiary companies of the **Insured** notified to and accepted in writing by **Us**.

**Business** means the business conducted at or from premises in Great Britain, Northern Ireland, The Channel Islands or the Isle of Man and shall include:

- a. the ownership, repair and maintenance of **Your** own property
- b. Provision and management of canteen, social, sports and welfare organisations for the benefit of any **Person Employed** and medical, firefighting, and security services
- c. Private work undertaken by any **Person Employed** for any director or partner of **You** with **Your** prior consent.

**Injury** means death, bodily **Injury**, illness or disease of or to any person.

**Damage** means loss of possession of or **Damage** to tangible property.

**Person Employed** means any:

- a. An employee being a person under a contract of service or apprenticeship with **You**
- b. labour masters and persons supplied by them
- c. anyone employed by a labour only sub-contractors
- d. self-employed persons under **Your** control
- e. Person hired to or borrowed by **You**
- f. Person undertaking study, work experience or a Youth training scheme with **You** in connection with the **Business**.

**Product** means any tangible property which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by **You** after it has left **Your** custody or control.

**Pollution** means pollution or contamination of the atmosphere, or of water, land, buildings or other tangible property.

**Property** means any material property including data

**Defence Costs** mean costs, fees and expenses incurred by **You** with **Our** written consent in the defence or settlement of any claim .

**Terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

## Operative Clause

**We** will indemnify **You** against **Your** legal liability to pay **Damages** (including claimants' costs, fees and expenses) in accordance with the law of the United Kingdom. up to the Limit of Indemnity in respect of:

1. accidental **Injury** of any person
2. accidental loss of or damage to **Property**
3. nuisance, trespass to land, trespass to goods or interference with any easement, right of air, light, water or way other than legal liability for **Damages** which result from **Your** deliberate act or omission or which is a natural consequence of the ordinary conduct of the **Business** and which could reasonably have been expected by **You** having regard to the nature and circumstances of such act or omission

happening during any Period of Insurance in connection with the **Business**

### Defense Costs

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

**Defence Costs** includes legal expenses:

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

The Limit of Indemnity shown in the Schedule will be inclusive of **Defence Costs**.

### Limits of Indemnity

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

In respect of any claim arising out of **Pollution** the Limit of Indemnity shall apply to all claims or series of claims arising out of one occurrence arising during the Period of Insurance.

For **Defence Costs** under the Corporate Manslaughter and Corporate Homicide Act 2007 the Limit of Indemnity shall not exceed £1,000,000 in all during the Period of Insurance.

### Indemnity to others

The indemnity granted extends to:

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

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

### Cross Liabilities

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

### Compensation for Court Attendance

In the event of any of **Your** directors, partners or employees attending court as a witness at **Our** request in connection with a claim which is the subject of indemnity under this Policy **We** will provide compensation to **You** at the following rates for each day on which attendance is required:

Any director or partner	£250
Any employee	£100



## Exclusions

This Policy does not apply to or include legal liability:

1. In respect of **Injury** to any **Person Employed** arising out of and in the course of employment by **You** in the **Business**.
2. Arising out of or in connection with any **Product**.
3. Arising out of the ownership, possession or use by or on **Your** behalf, or any person or party entitled to indemnity, of any motor vehicle or trailer for which compulsory insurance or security is required by legislation, other than legal liability:
  - a. Caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer in circumstances where compulsory insurance or security is not required by any legislation.
  - b. Arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer except where indemnity is provided by any motor insurance contract.
  - c. Arising out of any motor vehicle or trailer temporarily in **Your** custody or control for the purpose of parking except liability for which compulsory insurance or security is required by any legislation.
4. Arising out of the ownership, possession or use by or on **Your** behalf of any aircraft, hovercraft, offshore installation and/or rig and/or platform or watercraft (other than watercraft not exceeding 10 meters in length whilst on inland waterways)
5. For **Damage** to property owned, leased to, hired by, under hire purchase, on loan to, held in trust by **You** or in **Your** care, custody or control other than:
  - a. clothing and personal effects (including vehicles and their contents) of **Persons Employed** or visitors.
  - b. Premises (including contents therein) temporarily occupied by **You** for work therein or thereon but no indemnity shall be granted for **Damage** to that part of the property on which **You** have been working and which arises out of such work.
  - c. Your legal liability for premises tenanted by **You** provided always that liability for such **Damage** is not assumed under any agreement and would have existed in the absence of such agreement.
6. arising out of breach of professional duty, or wrongful or inadequate advice given separately for a fee or in circumstances where a fee would normally be charged.
7. arising out of **Pollution** of the atmosphere or of any water, land, buildings or other **Property** except to the extent that You demonstrate that such **Pollution**:
  - a. occurred as the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the Period of this Insurance.
  - b. was not the direct result of **You** failing to take reasonable precautions to prevent such **Pollution**.

provided always that all such **Pollution** which arises out of one incident shall be considered for the purposes of this Policy to have occurred at the time such incident takes place and that **Our** total liability to pay damages (including claimants' costs, fees and expenses) under this clause shall not exceed the Limit of Indemnity stated in the Schedule in the aggregate in respect of the Period of this Insurance.
8. arising out of liquidated damages clauses, penalty clauses or performance warranties unless it is proven that liability would have attached in the absence of such clauses or warranties.

9. directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
10. arising from the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.
11. directly or indirectly caused by, resulting from or in connection with any component or building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.
12. directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with an act of **Terrorism**. These Sections also exclude legal liability directly or indirectly occasioned by, happening through, in consequence of, arising out of, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.
13. caused by or arising from loss, damage, claims, costs, expenses or other sums directly or indirectly arising out of or relating to **fungi** of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless 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 or form of **fungi** including mould or mildew and any mycotoxins, spores, scents or by-products produced or released by **fungi**.

14. for any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever.
15. directly or indirectly caused by or contributed to by or arising from:
  - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
16. 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; and
  - b) Coronavirus disease (COVID-19); and
  - c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); and
  - d) any mutation of or variation of a), b) or c) above; and
  - e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and

f) any fear or anticipation of a), b), c), d) or e) above,  
regardless of any other cause or event contributing concurrently or in any other sequence  
thereto

17 for the Excess stated in the Schedule in respect of the first amount of each claim arising out of **Damage**.

## Claims Procedure:

### How to Make a Claim

Call our Claims Helpline on 02920 320839 or email [onecommercialclaims@uk.sedgwick.com](mailto:onecommercialclaims@uk.sedgwick.com)

## Claims Conditions:

**You** must comply with the following conditions:

1. In the event of any occurrence likely to give rise to a claim under this policy **You** must report it to **Us** as soon as practicable or in any event within 5 days and provide full details of what has happened in writing within 30 days (within seven days if caused by riot or civil commotion).
2. Notify **Us** immediately if **You** have knowledge of an impending prosecution, coroner's inquest or fatal accident inquiry.
3. At **Your** own expense, provide any other information required.
4. Forward as soon as practicable any letter, claim, writ, summons or other legal document **You** receive if a claim for liability is made against **You**.
5. Do not admit liability or offer or agree to settle any claim without **Our** written permission.
6. Take all care and necessary measures to minimise the loss and avoid interruption or interference with the Business and to prevent further **Damage** or **Injury**.

### Defence of claims

**We** may, at **Our** discretion:

1. take full responsibility for conducting, defending or settling any claim in **Your** name.
2. take any action **We** consider necessary to enforce **Your** rights or **Our** rights under this insurance,
3. appoint any other person or persons to act on **Our** behalf for such purpose and any settlement agreed either before or after any payments are made.

### Fraudulent claims

If **You**, or anyone acting on **Your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect this insurance will become invalid. This means **We** will not pay the false or fraudulent claim, or any subsequent claim.

### Subrogation

**We** shall be entitled to pursue and, if necessary, instigate legal proceedings in **Your** name for **Our** benefit any claim for indemnity or otherwise against a third party and shall have full discretion in the conduct of any such action and **You** shall give to **Us** all such information and assistance as **We** may reasonably require.

### Discharge of Liability

**We** may at any time at **Our** sole discretion, pay to **You** the Limit of Indemnity (less any sum or sums already paid in respect of compensation) 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.

## General Conditions

### Economic, Financial or Trade Sanctions

**We** shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any **Prohibition**.

If any such **Prohibition** takes effect during the Period of Insurance **We** or **You** may cancel the part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address.

If the whole or any part of the Policy is cancelled **We** shall, if and to the extent that it does not breach any **Prohibition**, return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding.

For the purposes of this clause **Prohibition** shall mean any economical financial or trade sanctions imposed by the European Union or United Kingdom or any other prohibition or restriction imposed by law or regulation of the country of which this Policy is issued or would otherwise provide cover.

### Reasonable Precautions.

**You** will take all reasonable precautions to prevent **Injury** or **Damage** from occurring. If such **Injury** or **Damage** arises out of a deliberate, conscious or intentional disregard by **You** or **Your** technical or administrative management **We** may take steps to recover any claim **We** pay from **You**.

### Contribution

Where a claim under Your Policy is, or would but for the existence of this Policy, be covered by any other insurance **We** will only indemnify **You** in respect of any amount beyond that which would have been payable under such other insurance had this Policy not existed.

### 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.
- 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.

## 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 Quote Monkey Ltd by using **our** online [complaints page](#) quoting **Your** Policy and/or Claim number. **We** will investigate **Your** concerns and provide a response as soon as possible.

Should **You** remain dissatisfied having received a Final Response to **Your** complaint and **You** fit the definition of an 'eligible complainant', **You** may then be able to refer **Your** complaint to the Financial Ombudsman Service (FOS). Please note that the FOS allow 6 months from the date of the Final Response to escalate **Your** complaint to them. Further details on eligibility and the referral process can be found on the FOS Website.

Address:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SRR

Telephone: 0800 0234567 (for landline users)

Telephone: 0300 1239123 (for mobile users)

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

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

## 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 Europe SA 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](http://www.fscs.org.uk)

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## Fair Processing

### How We Use Your Information

Quote Monkey Ltd, One Commercial Ltd (OC) and Accelerant Insurance Europe SA 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 Quote Monkey Limited 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 OC and your rights in relation to your information, please see their Privacy Policy – <http://www.onecommercial.co.uk/privacy-and-cookies>

For further information on how your information is used by Accelerant 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 a legal ground for such processing. When the information that we process is classed as “sensitive personal information”, We must have a specific additional legal ground for such processing.

Generally, we will rely on the following legal grounds:

- It is necessary for us to process your personal information to provide your insurance policy and services. We will rely on this for activities such as assessing your application, managing your insurance policy, handling claims and providing other services to you.
- We have an appropriate business need to process your personal information and such business need does not cause harm to you. We will rely on this for activities such as maintaining our business records and developing, improving our products and services.
- We have a legal or regulatory obligation to use such personal information.
- We need to use such personal information to establish, exercise or defend our legal rights.
- You have provided your consent to our use of your personal information, including sensitive personal information.

### How We share Your information

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 Quote Monkey group

### **Marketing**

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

### **Fraud Prevention and Detection**

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](mailto:admin@quotemonkey.co.uk) if you have any questions about our privacy policy or the information we hold about you.

## General Endorsements

These General Endorsements only apply if they are shown as applicable in **Your** Schedule.

### Endorsement QM18 – Tree Maintenance Condition

Where any tree that falls, may damage third party property, **We** shall have no liability under this Policy to provide any indemnity for any legal liability unless a maintenance report for such trees has been prepared by a professional arborologist and **You** can demonstrate that trees have been maintained in accordance with the report.

### Endorsement QM19 – Disclaimer Warranty

It is a condition of **Your** Policy that, if land is used as a car park **You** will display a disclaimer notice that is clearly visible to users prior to entry onto the car park.

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

**We** shall not be liable under this insurance in respect of any motor vehicle in **Your** care, custody or control.

### Endorsement QM22- Buildings Condition

It is a condition of **Your** Policy that all unsecured or empty buildings situated on any insured area of land are adequately secured against illegal entry and are structurally sound.

### Endorsement QM23 – Building and Construction Work Exclusion

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

### Endorsement QM24 – Watercourse Warranty

Where a watercourse of any description exists on the Insured area of land it is a condition of this Policy that **You** provide and maintain adequate lifesaving equipment that is readily available to visitors onto **Your** property at all times.

### Endorsement QM26 – Your Right to Cancel

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

You may cancel this Policy at any time by giving the Insurers written notice and in such event the Insurers will return the unused percentage of the premium and tax paid for the current Period of Insurance subject to no claims having been made and no incidents having arisen that could result in a claim under this Policy