

## Policy Summary

### About this document

This product is designed for various types of horticultural businesses:

- ◆ Growers and Horticultural Nurseries;
- ◆ Garden Centres;
- ◆ Work away from premises for Domestic or Commercial Landscapers;
- ◆ Office Plant supplies and Garden Maintenance; in the United Kingdom.
- ◆ This summary of cover has been prepared to help you to:
  - decide whether this product or certain Sections of this product will meet your needs.
  - compare this product with other products you may be considering.

It sets out a summary of the policy, including significant features & benefits as well as significant & unusual exclusions or limitations.

**Please note that this is only a summary and does not contain the full terms and conditions of the insurance contract which can be found in the policy wording and your certificate.**

### The Insurers

This insurance is underwritten by AXA Insurance UK plc

AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 202312. Registered at 5 Old Broad Street London EC2N 1AD

### Fair Presentation of the Risk

We are keen to work in partnership with **You** and avoid any misunderstandings. **You** must make a fair presentation of the risk. A fair presentation of the risk is one in which every material representation as to a matter of fact is substantially correct and every material representation as to a matter of expectation or belief is made in good faith, and are those facts which the underwriter may wish to know in deciding whether to underwrite the risk and/or the terms upon which to underwrite the risk. The requirement to make a full fair presentation of the risk exists throughout the life of the policy. They may be relevant either to **Your** full business description and any activities **You** / Directors / Partners / **Employees** undertake in the course of **Your** business or to the personal background and characteristics (including financial) of **You** and/or any director, partner, officer and/or principal of **Your Business**). Failure to make a fair presentation of the risk could result in **Your** Policy being invalidated.

Should **You** be in doubt as to whether information is accurate or material, then **You** must discuss it with **Your** insurance broker or adviser or disclose it to **Us**.

### Type of insurance and cover

You should discuss with your Insurance Broker exactly what your insurance needs are. You will then be provided with a written quotation based on the information provided.

The Insurers will insure only those Sections you request and they agree to insure. The quote you receive should give a breakdown of the total price as well as any related fees, charges, expenses, commissions and taxes applicable.

The quotation will be valid for a specified period. Under some circumstances, your Insurance Broker may make some additional

charges during the life of the policy – please check with your Insurance Broker for details.

This insurance policy provides the following optional Sections, from which you can choose the covers you need:

- **Property Damage**  
covering loss or damage to buildings and/or contents by an insured event up to the sum(s) insured as specified in your schedule.
- **Money (and Assault)**  
covering:
  - ◆ theft of money at your premises, in transit, in night safes or in the custody of collectors; and
  - ◆ benefits payable for insured persons injured during the theft; up to the sum(s) insured, as specified in your schedule.
- **Business Interruption**  
which is the result of an insured event resulting in:
  - ◆ loss of gross profit or income; or
  - ◆ increased cost of working; up to the sum(s) insured, as specified in your schedule.
- **Glass**  
which is part of your business premises and is broken accidentally.
- **Goods in Transit**  
covering loss of or damage to goods resulting from an insured event while being loaded on, carried by or unloaded from a vehicle and/or attached trailer belonging to on loan to or on hire to you.
- **Accidental Damage**  
covering loss or theft of or damage to property within the territorial limits up to the sum(s) insured, as specified in your schedule.
- **Plant**  
covering loss of or damage to plant (whilst in the United Kingdom) and lost hire charges resulting from that damage, up to the sum(s) insured, as specified in your schedule.
- **Deterioration of Frozen Food**  
in your deep freeze cabinet lost or damaged, up to the sum(s) insured, as specified in your schedule.
- **Legal Liability**  
giving protection against your legal liability for damages and legal costs arising from:
  - ◆ (Employers' Liability)  
injury to any person employed by you in the course of their employment in your business in the territorial limits.
  - ◆ (Public and Products Liability);
    - ~ accidental injury to members of the public, or accidental damage to their property, in the territorial limits
    - ~ accidental injury or accidental damage to property resulting from products made or supplied by you.
- **Personal Accident**  
providing benefits payable in respect of death or disablement following an accident occurring within the territorial limits during the period of insurance:
  - ◆ for employees whilst in the course of employment by You in connection with the business; and/or
  - ◆ for named individuals

The actual cover provided is shown in your Quotation, Schedule & Policy Wording.

## Policy Summary

### Important notice

The policy contains conditions of the insurance that you need to meet as your part of the contract. If you do not meet any of these conditions and that either causes a claim or contributes to a claim, we may reject that claim or payment in respect of that claim could be reduced.

### Significant Features & Benefits

Significant general conditions
<ul style="list-style-type: none"> <li>As well as providing a fair presentation to us before the insurance starts you must also tell us about any alteration or circumstance which materially affects the risks insured after the insurance has started.</li> <li><b>CLAIMS:</b> In the event of a claim or an incident which could give rise to a claim, in the first instance you should contact your broker. Please see "How to make a claim" later in this document. You must also follow the claims procedure in the policy, applicable to your claim.</li> </ul>
Significant limitations
<p>! Claims, where applicable, may be subject to the application of "Average" or "Contribution" (<i>except in respect of Sections 2 &amp; 3 and the Prosecution Defence Costs Extension</i>)</p> <p>You must</p> <ul style="list-style-type: none"> <li>comply with all applicable statutory or local authority laws obligations or requirements</li> <li>take reasonable care in the selection and supervision of <b>employees</b></li> <li>maintain all motor vehicles in an efficient and roadworthy condition and all other <b>property</b> in sound repair</li> <li>take and cause to be taken all reasonable precautions to prevent loss, <b>damage</b> or injury</li> </ul>
Significant exclusions
<ul style="list-style-type: none"> <li>Costs incurred by you in preparing any claim</li> <li>Claims for which you have other insurance (<i>except in respect of Sections 8 &amp; 9</i>)</li> <li>Radioactivity</li> <li>Sonic bangs and Marine risks</li> <li>Terrorist acts (<i>except as stated in Section 2</i>) and War</li> <li>Pollution (<i>except as stated in Sections 2 &amp; 3 and the Prosecution Defence Costs Extension</i>)</li> </ul> <p>In respect of Northern Ireland only:</p> <ul style="list-style-type: none"> <li>any unlawful, wanton or malicious act (committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association) and civil commotion</li> </ul>

### Section 1 - Property Damage

Significant features
<ul style="list-style-type: none"> <li>Loss of or damage to buildings, fixtures &amp; fittings, contents stock, growing crops caused by an insured event in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, stated in your schedule, including: <ul style="list-style-type: none"> <li>the cost of professional fees necessarily incurred in reinstatement of the property</li> <li>additional costs in reinstating the property necessarily incurred in order to comply with statutory building or other regulations or with bylaws of any municipal or local authority</li> </ul> </li> <li>Automatic cover for: <ul style="list-style-type: none"> <li>your property temporarily removed to any other premises, market, show ground or sale within the territorial limits and whilst in transit</li> <li>other people's property in your custody or control within the territorial limits</li> </ul> </li> <li>Cover for damage to glass and framework forming part of the premises provided that such damage has arisen as a result of or in connection with theft or attempted theft</li> <li>Cover for additional items of property or additions or extensions to existing property for an additional amount not exceeding 25% of the total sum insured on all property at each location and only up until the following renewal when sums insured should be reviewed and updated by you</li> <li>Claims will not reduce the sum(s) insured stated in your schedule</li> </ul>
Significant limitations
<ul style="list-style-type: none"> <li>Claims in respect of buildings will be settled in accordance with the applicable "Basis of Settlement", "Condition of Average" and/or Reinstatement options stated in your schedule</li> <li>Claims in respect of contents will be settled in accordance with the "Basis of Settlement" and the "Condition of Average" stated in your policy</li> <li>Not exceeding £25,000 any one loss of computer records, documents, manuscripts and business books, but limited to £2,500 in respect of re-instatement of the loss of information in them</li> <li>Loss or damage of personal effects limited to £300 per person</li> <li>Replacement locks following loss of keys by theft is limited to £500</li> <li>Wines, spirits, cigarettes and tobacco held for business entertainment purposes limited to £500, unless agreed by us</li> <li>Damage caused by explosives in the act of theft from your premises is limited to £10,000</li> </ul>

## Policy Summary

### Significant exclusions

- ✗ Confiscation or destruction or requisition of your property by order of the Government or any Public Authority
- ✗ Theft not involving forcible or violent entry to or exit from the premises/buildings, or theft by or in collusion with any family member, domestic servant or employee
- ✗ Unexplained shortage or disappearance of property
- ✗ Loss of or damage to bonds, bills of exchange, promissory notes, money or securities for money, coins or stamps
- ✗ The excess stated in your policy or schedule, but nil excess for loss or damage caused by fire (including smoke), lightning, explosion, aircraft or earthquake

## Section 2 - Employers' Liability

### Significant features

- Limit of indemnity up to £10,000,000 inclusive of legal costs and expenses
- Indemnity to Principal, providing cover to your Principal where required under your contract with them
- Unsatisfied court judgments

### Significant limitations

- ! It is a condition of the policy that you do not manufacture, mine, process, distribute, test, remediate, remove, store, dispose of, sell or use asbestos or materials or products containing asbestos
- ! £5,000,000 limit of indemnity for claims arising from Terrorism
- ! £5,000,000 limit of indemnity for claims arising from Asbestos
- ! Compensation for court attendance, at the Insurer's request, is limited to £500 per day for you or £250 per day for your employees

### Significant exclusions

- ✗ Liability for bodily injury to an employee where compulsory insurance or security is required by Road Traffic Acts
- ✗ Work offshore
- ✗ Punitive, exemplary or aggravated damages and liquidated damages
- ✗ Fines or penalties of any kind

## Section 3 - Section B – Public and Products Liability

### Significant features

- Choice of limit of indemnity: £1,000,000, £2,000,000 or £5,000,000, plus legal costs and expenses
- Covers you legal liability for accidental bodily injury, accidental loss of or damage to property and obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water occurring during the period of insurance
- Indemnity to Principal, providing cover to your Principal where required under your contract with them
- Contingent liability (non-owned vehicles)
- Options to include cover for:
  - play areas and food/refreshment facilities
  - 'work away' from your premises
  - work which includes the use of heat and welding equipment, subject to terms and conditions

### Significant limitations

- ! Options to include cover for
  - ! play areas and food/refreshment facilities
  - ! 'work away' from your premises
- ! Pollution arising from a sudden, identifiable, unintended and unexpected incident up to the policy limit in total for all pollution occurring during the period of insurance

### Significant exclusions

- ✗ The first £250 in respect of loss or damage to third party property
- ✗ Sale and/or supply of fertilisers and/or animal feeding stuffs other than pre-packaged proprietary brands
- ✗ Property in your/your employees' care, custody and control, except (a) your employees' personal effects; (b) premises not owned or leased by you at which you are undertaking work in connection with the business
- ✗ Ownership or use of any craft or vehicle licensed for road use
- ✗ Punitive, exemplary or aggravated damages and liquidated damages
- ✗ any loss, cost or expense directly or indirectly arising out of, resulting from or in respect of which a link has been or is established to asbestos
- ✗ Fines or penalties of any kind

## Prosecution Defence Costs Extension

### Significant features

- Prosecution defence costs and representation at inquiries (e.g. Health & Safety and Corporate Manslaughter legislation, Consumer Protection Act and Food Safety Act) in respect of an offence, breach or incident in the United Kingdom during the period of insurance which is covered under Sections 2 or 3

Continued...

**Policy Summary**

Prosecution Defence Costs Extension...continued

**Significant limitations**

! £1,000,000 aggregate limit of indemnity for prosecution defence costs, representation at inquiries inclusive of up to £100,000 aggregate limit for prosecution costs awarded against you

**Significant exclusions**

- ✗ Punitive, exemplary or aggravated damages
- ✗ Fines or penalties of any kind

**Section 4 - Money (including Assault)**

**Significant features**

- Theft, loss of or damage to your money (and non-negotiable documents)
  - at your premises
  - in transit and in the custody of collectors for 24 hours from the time of receipt or until the next working day whichever is later
  - in a bank night safe until removed by a bank official up to the agreed sum insured
- Assault on you or your employees by thieves, resulting in injury theft

**Significant limitations**

- ! Money in transit must be accompanied by the required number of people, depending upon the value of the consignment
- ! Benefit in respect of death or permanent disablement or loss of sight: £10,000 per person
- ! Benefit in respect of temporary total disablement: £100 per week for up to 104 weeks, plus necessary medical expenses up to an additional 15%

**Significant exclusions**

- ✗ shortages following clerical or accounting errors or falsification of accounts, depreciation or the use of counterfeit money
- ✗ fraud or dishonesty by, or in collusion with, any member of the Insured's family, business staff or domestic servants or any other person lawfully on the premises
- ✗ theft occurring outside Great Britain Northern Ireland the Channel Islands and the Isle of Man or from unattended vehicles
- ✗ benefits for death of or injury to anyone under 16 years old or who is 70 years old or over at the time of the assault
- ✗ benefits for death of or injury sustained outside Great Britain Northern Ireland the Channel Islands and the Isle of Man

**Section 5 - Business Interruption**

**Significant features**

- Optional cover for either:
  - loss of gross profit or income by; or
  - increased cost of working incurred by;
 the business and caused by an insured event resulting in damage at the premises during the period of insurance up to the sum(s) insured, as specified in your schedule
- Options to include cover insured events:
  - causing failure of utilities
  - resulting in book debts

**Significant limitations**

- ! Cover only available if purchased in conjunction with Section 1 - Property Damage
- ! Basis of settlement:
  - ! Loss of profit or income option:
    - ! loss of gross profit due to the interruption; or
    - ! loss of income during an agreed indemnity period; or
  - ! increased cost of working i.e. additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in gross profit/income which (but for that expenditure) would have taken place during an agreed indemnity period
- ! Increase in cost of working option; additional expenditure necessarily and reasonably incurred (but not exceeding the amount of the reduction in income avoided) in order to prevent or minimise the interruption of or interference with the business during the indemnity period.

**Significant exclusions**

- ✗ jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books
- ✗ glass, china, earthenware, marble or other fragile or brittle objects

**Section 6 - Accidental Breakage of Glass**

<b>Significant features</b>
<ul style="list-style-type: none"> <li>• Glass which is broken accidentally, whether plate and/or sheet glass fixed in windows and doors of the buildings comprising the business portion of the premises up to the sum(s) insured, as specified in your schedule</li> </ul>
<b>Significant limitations</b>
<ul style="list-style-type: none"> <li>! Standard limit £1,000 with the option to increase to £2,000 or £5,000</li> <li>! Additional limit £1,000 in total for stock, damaged by the breakage of glass, displayed in windows and for temporary boarding up</li> </ul>
<b>Significant exclusions</b>
<ul style="list-style-type: none"> <li>× Decorated and non-standard glass and mirrors</li> <li>× Removal, repair, restoration and replacement of frames</li> <li>× Breakage of glass in the course of being fitted</li> <li>× Loss or damage insured under Section 1 - Property Damage</li> <li>× The excess: £50 each loss or as stated in your policy or schedule</li> </ul>

**Section 7 - Goods in Transit**

<b>Significant features</b>
Covering loss of or damage to goods resulting from an insured event while being loaded on, carried by or unloaded from a vehicle and/or attached trailer belonging to on loan to or on hire to you anywhere in Great Britain Northern Ireland the Isle of Man and the Channel Islands, as specified in your schedule
<b>Significant limitations</b>
<ul style="list-style-type: none"> <li>! Sum insured per vehicle as stated in the policy schedule</li> <li>! Up to £1,000 for sheets, tarpaulins, ropes, chains and pallets</li> <li>! Up to £1,000 for costs of re-loading, transferring to another conveyance or debris removal as a result of an accident</li> <li>! Up to £250 per person for driver's (and mate's if applicable) personal effects</li> </ul>
<b>Significant exclusions</b>
<ul style="list-style-type: none"> <li>× The excess: £50 each loss or as stated in your policy or schedule</li> <li>× Loss of or damage to goods in any unattended vehicle between the hours of 7.00pm and 8.00am unless in a locked garage or locked compound</li> <li>× Livestock</li> <li>× Losses occurring outside Great Britain Northern Ireland the Isle of Man or the Channel Islands</li> <li>× Deterioration of chilled or frozen goods</li> <li>× Losses due to delay of or in transit</li> <li>× Loss or damage insured under Section 10 - Accidental Loss or Damage</li> </ul>

**Section 8 - Personal Accident (Individual)**

<b>Significant features</b>
<ul style="list-style-type: none"> <li>• In the event of a named insured person sustaining injury during the period of insurance we will pay the applicable benefit</li> </ul>
<b>Significant limitations</b>
<ul style="list-style-type: none"> <li>! The applicable benefit amount stated in the Table of Benefits multiplied by the number of "capital units" or "weekly units" (requested by you and agreed by us at inception of the policy) stated in the policy schedule</li> <li>! Total Benefits payable for all insured persons in the same air accident limited to £250,000</li> <li>! Weekly benefits limited to 104 weeks, excluding the first 7 days</li> </ul>
<b>Significant exclusions</b>
<ul style="list-style-type: none"> <li>× Being under the influence of drugs or alcohol</li> <li>× Suicide</li> <li>× Venereal infection, HIV and AIDS</li> <li>× Pregnancy, childbirth, miscarriage or abortion or any consequences of those.</li> <li>× Military service; racing; winter sports; professional sports; mountaineering, potholing; parachuting; swimming/diving requiring the use of underwater breathing apparatus, martial arts and contact sports</li> <li>× All flying other than as a fare paying passenger in a fully licensed passenger carrying aircraft</li> </ul>

**Section 9 - Personal Accident (Employees)**

<b>Significant features</b>
<ul style="list-style-type: none"> <li>In the event of an employee sustaining injury during the period of insurance we will pay the applicable benefit</li> </ul>
<p><b>Significant limitations</b></p> <p>! The applicable benefit amount stated in the Table of Benefits if "LIMIT A" was requested by you and is stated in the policy schedule. If "LIMIT B" was requested by you, agreed by us at inception of the policy and is stated in the policy schedule we will pay double the applicable benefit amount</p> <p>! Total Benefits payable for all insured persons in the same air accident limited to £250,000</p> <p>! Weekly benefits limited to 52 weeks, excluding the first 7 days</p>
<p><b>Significant exclusions</b></p> <ul style="list-style-type: none"> <li>Being under the influence of drugs or alcohol</li> <li>Suicide</li> <li>Venereal infection, HIV and AIDS</li> <li>Pregnancy, childbirth, miscarriage or abortion or any consequences of those.</li> <li>Military service; racing; winter sports; professional sports; mountaineering, potholing; parachuting; swimming/diving requiring the use of underwater breathing apparatus, martial arts and contact sports</li> <li>All flying other than as a fare paying passenger in a fully licensed passenger carrying aircraft</li> </ul>

**Section 10 - Accidental Loss or Damage**

<b>Significant features</b>
<ul style="list-style-type: none"> <li>Theft (including damage as a direct result) or accidental loss of or damage to any items of property specified in the schedule</li> <li>Basis of settlement: replacement (or value) as new provided that if at the time of any loss or damage to any property the sum insured in respect of the relevant item is less than the value of that property the amount payable will be proportionately reduced</li> </ul>
<p><b>Significant limitations</b></p> <p>! Losses occurring during the period of insurance within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands or as stated in the schedule</p>
<p><b>Significant exclusions</b></p> <ul style="list-style-type: none"> <li>The excess: £50 each loss, but £100 each loss for theft from unattended vehicles, or as stated in your policy or schedule</li> <li>Delay, confiscation or detention by Her Majesty's Revenue and Customs or other officials or authorities</li> <li>Loss or damage by theft from buildings unless accompanied by forcible and violent entry to or exit from the buildings</li> <li>Loss or damage by theft from unattended vehicles unless totally locked and keys removed</li> <li>Loss or damage insured under Section 7 - Goods in Transit or Section 11 - Plant</li> </ul>

**Section 11 - Plant**

<b>Significant features</b>
<ul style="list-style-type: none"> <li>Loss of or damage to plant stated the schedule</li> <li>Liability for damage and loss of hire charges (as defined in the terms of a hiring agreement, not being a hire purchase agreement) in respect of plant hired to you</li> </ul>
<p><b>Significant limitations</b></p> <p>! Limited to plant used in the course of your business in the United Kingdom, up to the applicable limit or sum insured specified in the schedule for "own plant" or for "hired-in plant"</p> <p>! Basis of settlement:</p>
<p><b>Significant exclusions</b></p> <ul style="list-style-type: none"> <li>Excess: £100 or 5% of the loss whichever is greater</li> <li>Watercraft</li> <li>Use for purposes beyond the designed capability of the plant or as specified by us, whilst under your control</li> <li>Caravans, site huts and their contents, scaffolding, shuttering, tarpaulins, ladders, hand tools, temporary bridges and similar equipment</li> <li>Penalties or liability for delay or detention or arising out of guarantees of performance or efficiency or indirect loss of any nature other than loss of hire charges under any hiring agreement, which is not a hire purchase agreement, as defined in that agreement</li> </ul>



**Section 12 - Deterioration of Frozen Food**

<b>Significant features</b>
Loss of or damage to the stock of food kept deep freeze cabinets caused by: <ul style="list-style-type: none"> <li>• mechanical or electrical breakdown to the plant</li> <li>• the effects of escaping refrigerant fumes</li> <li>• accidental failure of public electricity or gas supplies</li> </ul>
<b>Significant limitations</b>
! Limited to the sum insured stated in the policy schedule ! Claims will be settled in accordance with the "Average Clause" stated in the policy ! Any appliance over 5 years old at the start of the period of insurance must be subject to an annual maintenance programme with a suitably qualified electrical engineer and you must keep the record of those inspections and maintenance
<b>Significant exclusions</b>
<ul style="list-style-type: none"> <li>✗ The excess: £50 each loss or as stated in your policy or schedule</li> <li>✗ Your deliberate act or wilful neglect</li> <li>✗ Loss of or damage to the stock of food caused by an electricity power cut which the supplier had planned and which was notified to its customers</li> </ul>

**General information**

**Your duties**

If you decide to purchase insurance you must:

- inform your Insurance Broker of any change in circumstances that could materially affect your insurance.
- keep the sums insured at a level which represents the full value of the property.
- take reasonable steps to prevent loss, damage or an accident and keeping the buildings in a good state of repair.
- notify your Insurance Broker of any claim or possible claim under this insurance as soon as possible; and:
  - ◆ provide us with any information we may reasonably require including proof of ownership or value and, in respect of liability, any letter, writ, summons or other legal document you may receive;
  - ◆ not admit liability or offer or agree to settle any claim without the Insurer's written permission.
  - ◆ not act in a fraudulent manner (For example, by making a claim under this insurance knowing it to be fraudulently exaggerated in any respect);
  - ◆ inform the police:
    - a) as soon as possible following malicious acts, violent disorder, riots, theft, attempted theft or lost property; and
    - b) within 24 hours of discovery in respect of loss of money.
- observe and fulfil the terms, conditions and exceptions of the policy as stated in your policy wording and schedule.

If you fail to comply with any of the above duties this insurance may become invalid.

**Endorsements**

This policy may contain endorsements which enhance or restrict the standard policy coverage. These endorsements are listed in the schedule and it is important you read them carefully and raise any queries with your insurance broker.

**Period of Insurance**

The policy will remain in force for 12 months from date of commencement, unless shown differently on your quotation or schedule. You will be given at least 21 days' notice, before the renewal date of the policy, of the renewal terms.

We strongly urge you to review your sums insured each year to ensure you have adequate cover in place.

**Applicable law**

**You and we can choose the law which applies to this policy. We propose that the Law of England and Wales apply. Unless we and You agree otherwise, the Law of England and Wales will apply to this policy**

How to make a Claim

In the first instance, you should contact your insurance broker who will provide a claim form for completion and advise you how to proceed. If you are unable to contact your insurance broker please contact BIBU Limited at:

**Post:** Claims Team, BIBU, 2<sup>nd</sup> Floor, Pioneer House, Pioneer Court, Morton Palms, Darlington, DL1 4WD.  
**Telephone:** 01325 254400  
**Fax:** 01325 253967

**Cancellation Rights**

- You may cancel Your policy within 14 days of receiving Your policy in the first period of insurance if for any reason You are dissatisfied or the certificate does not meet Your requirements.
- You may cancel Your certificate at any time if the business is sold by You or You cease trading or You sell all the property insured shown in Your schedule.
- We can cancel Your policy

1. at any time by giving 30 days written notice to Your last known address
2. immediately, without giving You notice if the premium has not been paid to us.

Where Your policy is cancelled in accordance with any of the above provisions, we will refund part of the premium paid, proportionate to the unexpired period of insurance following cancellation, provided that no claim has been paid or is outstanding in the current period of insurance. Cancellation of Your certificate will not affect any claims or rights You or we may have before the date of cancellation.

We do not have to offer renewal of Your certificate and cover will cease on the expiry date.

### Compensation

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstance of your claim. Further information about the scheme is available from the FSCS website: [www.fscs.org.uk](http://www.fscs.org.uk) or write to Financial Services Compensation Scheme, 10<sup>th</sup> Floor Beaufort House, 15 St. Botolph Street, London, EC3A 7QU.

### Complaints

BIBU's aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times BIBU are committed to providing you with the highest standard of service.

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact BIBU or the broker where applicable. In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time. Making a complaint does not affect any of your legal rights. Please contact BIBU at:

**Post:** Complaints Department Team, BIBU, 2<sup>nd</sup> Floor, Pioneer House, Pioneer Court, Morton Palms, Darlington, DL1 4WD.

**Telephone:** 0344 346 0251  
Fax: 01325 253967

**Email:** [uw@bibinsuranc.co.uk](mailto:uw@bibinsuranc.co.uk)

**Website:** [www.bibinsuranc.co.uk](http://www.bibinsuranc.co.uk)

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

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

**Telephone:** (Fixed): 0800 0234567 Tel (Mobile): 0300 1239123 Tel (Outside UK): +44 (0) 20 7964 0500 Fax: +44 (0)20 7964 1001

**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)

### Privacy Notice

#### Information we process

**You** should understand that information **You** provide, have provided and may provide in future will be processed by **Us**, in compliance with UK data privacy laws for the purpose of providing insurance, handling claims and/or responding to complaints.

#### Information containing personal and sensitive personal information

Information **we** process may be defined as personal and/or sensitive personal information. Personal information is information that can be used to identify a living individual e.g. name, address, driving licence or national insurance number. Personal information is also information that can identify an individual through a work function or their title.

In addition, personal information may contain sensitive personal information; this can be information about **Your** health and/or any criminal convictions.

**We** will not use personal and/or sensitive personal information except for the specific purpose for which **You** provide it and to carry out the services as set out within this notice.

Collecting electronic information

If **You** contact **Us** via an electronic method, **we** may record **Your** Internet electronic identifier i.e. **Your** internet protocol (IP) address. **Your** telephone company may also provide **Us** with **Your** telephone number.

#### How we use Your information

**Your** personal and/or sensitive personal information may be used by **Us** in a number of ways, including to:

- arrange and administer an application for insurance;
- manage and administer the insurance;
- investigate, process and manage claims; and/or
- prevent fraud.

Who **we** share **Your** information with

**We** may pass **Your** personal and/or sensitive personal information to industry related third parties, including authorised agents; service providers; reinsurers; other insurers; legal advisers; loss adjusters and claims handlers.

**We** may also share **Your** personal and/or sensitive personal information with law enforcement, fraud detection, credit reference and debt collection agencies and within Our Group of companies to:

- assess financial and insurance risks;
- recover debt;
- to prevent and detect crime; and/or
- develop products and services.

**We** will not disclose **Your** personal and/or sensitive personal information to anyone outside Our Group of companies except:

- where **we** have **Your** permission;



- where **we** are required or permitted to do so by law;
- to other companies who provide a service to **Us** or **You**; and/or
- where **we** may transfer rights and obligations under the insurance.

### Why it is necessary to share information?

Insurance companies share claims data to:

- ensure that more than one claim cannot be made for the same personal injury or **property damage**;
- check that claims information matches what was provided when the insurance was taken out;
- act as a basis for investigating claims when **we** suspect that fraud is being attempted; and/or
- respond to requests for information from law enforcement agencies.

### The transferring of information outside the European Economic Area

In providing insurance services, **we** may transfer **Your** personal and/or sensitive personal information to other countries including countries outside the European Economic Area. If this happens **we** will ensure that appropriate measures are taken to safeguard **Your** personal and/or sensitive personal information.

### Access to Your information

**You** have a right to know what personal and/or sensitive personal information **we** hold about **You**. If **You** would like to know what information **we** hold, please contact the Data Protection Officer at the address listed within this notice, stating the reason for **Your** enquiry. **we** may write back

requesting **You** to confirm **Your** identity, **we** may also charge a fee of £10 for processing **Your** enquiry.

If **we** do hold information about **You**, **we** will:

- give **You** a description of it;
- tell **You** why **we** are holding it;
- tell **You** who it could be disclosed to; and
- let **You** have a copy of the information in an intelligible form.

If some of **Your** information is inaccurate, **You** can ask **Us** to correct any mistakes by contacting our Data Privacy Officer.

### Providing consent to process Your information

By providing **Us** with **Your** personal and/or sensitive personal information, **You** consent to **Your** information being Used, processed, disclosed, transferred and retained for the purposes set out within this notice.

If **You** supply us with personal information and/or sensitive personal information of other people, please ensure that **You** have fairly and fully obtained their consent for the processing of their information. **You** should also show this notice to the other person.

**You should understand that if You do not consent** to the processing of **Your** information or **You** withdraw consent, **we** may be unable to provide **You** with insurance services.

### Contacting us

If **You** have any questions relating to the processing of **Your** information, please write to us via BIBU, Unit 2a, Enterprise House, Valley Street, Darlington. DL1 1GY:

To receive more detailed information regarding this or any of the other policies offered by BIBU, please contact your insurance advisor or visit our website at: [www.bibu.co.uk](http://www.bibu.co.uk)