



POLICY WORDING – JUNE 2025

COLLECTABLES AND MODEL RAILWAYS

WELCOME

to Covéa Insurance

Thank you for choosing Covéa Insurance.

This is **Your** Collectables and Model Railways policy.
It sets out the details of **Your** insurance contract
with **Us**.

Your premium has been calculated upon the
information shown in the policy **Schedule** and
recorded in **Your Statement of Fact**.

Please read the policy and **Schedule** carefully to
ensure that the cover meets **Your** requirements.

Please contact Magnet Insurance Services if **You**
have any questions or if **You** wish to make any
adjustments.

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INTRODUCTION

About Your Policy

The parts of the policy are:

1. the **Statement of Fact**
2. the **Schedule** which confirms the Sections of cover that are insured and any Endorsement(s)
3. this policy wording which contains:
 - (a) this Introduction, Customer Information, General Definitions, General Conditions, Claims Conditions and General Exclusions all of which apply to all Sections of the policy unless stated otherwise
 - (b) the Sections of cover provided including the Section Definitions, Extensions, Conditions and Exclusions.

Any word or expression given a specific meaning in:

1. the **Schedule**, any policy Endorsement(s), this Introduction, the Customer Information and the General Definitions, Conditions and Exclusions shall have the same meaning throughout the policy unless **We** state otherwise
2. an individual Section or any Section Endorsement(s) shall only have the same meaning throughout such Section or Endorsement unless **We** state otherwise.

Any such word or expression given a specific meaning shall be highlighted with a leading capital letter and in bold text within the policy wording.

In return for **You** having paid or agreed to pay the premium for the **Period of Insurance**, **We** will indemnify **You**, subject to the terms contained in or endorsed on the policy, in respect of loss, **Damage** or liability, or pay other benefits which fall within the operative Sections of this policy, provided that the loss, **Damage** or injury which gives rise to the claim occurs during the **Period of Insurance** and in connection with **Your Activities**.

IMPORTANT

This policy is a legal contract.

You have a duty to make a fair presentation of the risk which is covered by this policy. Therefore **You** should ensure that any information **You** have provided to **Us** and the content of any application form, declaration, electronic submission, proposal form and/or **Statement of Fact** is accurate and complete. Where **You** have provided **Us** with information which relates to matters of **Your** expectation or belief, it does not matter if such information turns out to be inaccurate provided that **You** acted in good faith when **You** provided **Us** with such information. If **You** do not comply with **Your** duty to make a fair presentation of the risk, **Your** policy may not be valid or the policy may not cover **You** fully or at all.

You must also tell **Us** about any facts or changes which affect **Your** insurance and which have occurred either since the policy started or since the last renewal date.

If **You** are not sure whether certain facts are relevant please ask **Your** broker. If **You** do not tell **Us** about relevant changes, **Your** policy may not be valid or the policy may not cover **You** fully or at all.

You should keep a written record (including copies of letters) of any information **You** give **Us** or **Your** broker.

CUSTOMER INFORMATION

How to make a Claim

Should **You** be unfortunate enough to have to make a claim, Covéa Insurance Commercial Claims will manage all aspects of the claim for **You** from the time it is reported.

Covéa Insurance Commercial Claims is a service operated 24 hours a day, 365 days a year.

You can notify **Us** of a claim by:

Telephone: **0330 024 2266**

Calls may be recorded for training and evidential purposes.

Email:
newcommercialclaims@coveainsurance.co.uk

Post: **Covéa Insurance Commercial Claims, A&B Mills, Dean Clough, Halifax, HX3 5AX**

Staff trained in managing commercial claims will:

- take details of **Your** claim over the phone, in most cases removing the need for completion of an incident report form
- take control of the management of **Your** claim from start to finish.

Our aim is to bring **Your** claim to a satisfactory conclusion.

Important Information

Choice of Law

The parties to an insurance contract are free to choose the law that will apply. Unless **We** agree in writing with **You** otherwise, this insurance shall be subject to the law applying in that part of the United Kingdom, Channel Islands or Isle of Man. If there is any dispute, the law of England and Wales shall apply.

How to make a Complaint

It is always **Our** intention to provide a first class standard of service. However, **We** do appreciate that occasionally things go wrong. In some cases the broker who arranged **Your** insurance will be able to resolve any concerns, particularly if **Your** complaint relates to the way the policy was sold, and **You** should contact them directly.

Alternatively please contact **Us** using the following details quoting **Your** policy or claim number.

Customer Relations, Covéa Insurance, A & B Mills, Dean Clough, Halifax, HX3 5AX

Telephone: **0330 221 0444**

Calls may be recorded for training and evidential purposes.

Website: **www.coveainsurance.co.uk**

Email:
customer.relations-rdg@coveainsurance.co.uk

Full details of the Covéa Insurance Internal Complaints Procedure are detailed in **Our** leaflet 'Complaints Procedure' which is available on request or may be downloaded from **Our** website at **www.coveainsurance.co.uk/complaints**.

Financial Ombudsman Service

You may be eligible to refer **Your** complaint to the Financial Ombudsman Service. There are a few instances where they will not be able to assist and they will confirm if **Your** complaint is eligible when **You** contact them. Their contact details are:

Financial Ombudsman Service, Exchange Tower, London E14 9SR

Telephone: **0800 023 4567**

Website: **www.financial-ombudsman.org.uk**

Email: **complaint.info@financial-ombudsman.org.uk**

Financial Services Compensation Scheme

Covéa Insurance is covered by the Financial Services Compensation Scheme. **You**/an Insured Person may be entitled to compensation from the scheme if **We** are unable to meet **Our** liabilities under this insurance.

Further information is available from the:

Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU

Telephone: **020 7741 4100**

Website: **www.fscs.org.uk**

Email: **enquiries@fscs.org.uk**

CUSTOMER INFORMATION

How We Use Your Information

Please visit www.coveainsurance.co.uk/dataprotection for further information about how and when **We** process **Your** personal information under **Our** full Privacy Policy.

The personal information, provided by **You**, is collected by or on behalf of Covea Insurance plc (**We, Us, Our**) and may be used by **Us, Our** employees, agents and service providers acting under **Our** instruction for the purposes of insurance administration, underwriting, claims handling, for research or for statistical purposes.

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

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

- Reinsurers, Regulators and Authorised/Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies

- Crime prevention agencies, including the police
- Suppliers carrying out a service on **Our**, or **Your** behalf
- Product providers where you've opted to buy additional cover
- Other insurers, business partners and agents
- Other companies within the Covea Insurance 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

In order 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.

How to Contact Us

Please contact **Us** if **You** have any questions about **Our** Privacy Policy or the information **We** hold about **You**:

Email: dataprotection@coveainsurance.co.uk

CUSTOMER INFORMATION

Registration and Regulatory Information

This insurance is provided by Covea Insurance plc. Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registration Number 202277. Registered Office: **A & B Mills, Dean Clough, Halifax, HX3 5AX**. Registered in England and Wales Number 613259

This policy is arranged for **You** by Magnet Insurance Services Limited. Magnet Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. Register Number 489228. Registered Office: Newark Beacon, Cafferata Way, Newark NG24 2TN. Registered in England and Wales Number 6664153.

You can check the regulatory status on the Financial Services Register by visiting the Financial Conduct Authority's website www.fca.org.uk/register.

GENERAL DEFINITIONS

Each Section of the policy contains Definitions which apply to that particular Section and they must be read in conjunction with the following General Definitions.

Activities

The construction, ownership, operation, display and use of model railways and associated and ancillary equipment, or the ownership of **Collectables** as a hobby and not as a trade or profit-making occupation, including participation as an exhibitor at shows, displays, exhibitions and similar events.

Bodily Injury

Death, injury, illness, disease or shock.

Buildings

Your private dwelling at the **Premises** stated in the **Schedule** including sheds, conservatories, garages, storage units, train rooms, summerhouse, workshops or other buildings:

1. detached from
2. attached to but not internally communicating with

the Buildings at the **Premises** used in connection with **Your Activities**.

Collectables

1. Stamps, Covers, Envelopes, Postcards, Albums, Equipment used for storing and examining such items, Stamp Display Frames, Show Cases, Books, Magazines, Catalogues, Literature
all relating to or having a connection with Philately
2. Coins, Tokens, Medals, Paper Money including cheques, Albums, Equipment used for storing and examining such items, Coin Display Frames, Show Cases, Books, Magazines, Catalogues, Literature
all relating to or having a connection with Coin and Note Collecting
3. Toys, Diecast Models, Dolls, Cigarette Cards, Telephone Cards, Programmes, Records, Ephemera, and other such items as advised to and accepted by **Us** together with Albums, Equipment used for storing and examining such items, Display Frames, Show Cases, Books, Magazines, Catalogues, Literature
all relating to or having a connection with collecting such property.

Damage

Accidental loss, destruction or damage unless otherwise excluded.

Europe

Any member country of the European Union, Iceland, Liechtenstein, Norway and Switzerland.

Excess

The amount stated in this policy, the **Schedule** or any Endorsement for which **You** will be responsible and which will be deducted from each and every claim.

Model Railway Collection

1. Baseboards, electrical control equipment and wiring, scenery, track work, locomotives and rolling stock, and other model accessories not exceeding a track width of 7 ¼ inches (185 mm)
2. Tools, memorabilia, photos, books, DVDs related and connected directly to **Your Activities**
3. Layout and Track including signalling, baseboards, backboards, back-drop, track, model buildings, bridges, crossings, tunnels, figures, model vehicles, geographical and geological features, signalling, lighting and control equipment and accessories all forming part of the model railway belonging to **You** or for which **You** are responsible but excluding Rolling Stock, Tools, Machinery and Plant and property more specifically insured
4. Tools, Machinery and Plant including lathes, vices, grinders, routers, benches, shelving and other tools, utensils, furniture, fixtures and fittings used in connection with the construction or maintenance of model railways belonging to **You** or for which **You** are responsible but excluding Layout and Track, Rolling Stock and property more specifically insured
5. Rolling Stock including model engines, model locomotives, model tenders, model carriages, model trucks, model wagons and other model wheeled vehicles adapted or intended to run on rails belonging to **You** or for which **You** are responsible but excluding property more specifically insured

as specified, or part of a miscellaneous item, in the Model Railway Collection Specification belonging to **You** or for which **You** are responsible that forms part of **Your** model or garden railway collection.

GENERAL DEFINITIONS

Period of Insurance

Period of Insurance stated in the **Schedule** and any subsequent period for which **We** have accepted a renewal premium.

Pollutants

Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled reconditioned or reclaimed.

Pollution or Contamination

1. All pollution or contamination of buildings or other structures or of water or land or the atmosphere and
2. All **Bodily Injury** or **Damage** directly or indirectly caused by such pollution or contamination arising from **Pollutants**.

Premises

The **Buildings** and the land inside the boundary of the address stated in the **Schedule**.

Products

Any goods, including containers, packaging, labelling and instructions for use, sold, supplied, processed, erected, delivered, installed, tested, repaired, serviced, altered, treated or hired out by **You** in connection with **Your Activities** and no longer in **Your** possession or control.

Schedule

The document that specifies **Your** details, the **Premises**, the property insured and any **Excess**, Endorsement(s) and Conditions applicable. The **Schedule** shows the Sections of the policy that are operative.

Statement of Fact

This is a record of the information that **You** provided to **Us** about **You**, **Your Premises** and **Your Activities** upon which **Your** insurance cover and premium is based.

Territorial Limits

Great Britain, the Isle of Man and the Channel Islands.

Vacant or Unoccupied Buildings

Buildings or part thereof that have become unoccupied, untenanted or which have not been actively used for a period of more than 30 days.

Vehicle

Any road vehicle including trailers and containers.

We/Us/Our

Covea Insurance plc.

You/Your/Policyholder

The person(s) or organisation named in the **Schedule**.

GENERAL CONDITIONS

The following General Conditions shall apply to all Sections of this policy unless stated otherwise.

1. Acts of Parliament and Statutory Instruments

All legal instruments and rules referred to in this policy include any subsequent amendments or re-enactments of those Acts and any equivalent legislation which is enforceable within the **Territorial Limits**.

2. Alteration in Risk

You or **Your** broker must tell **Us** immediately if during the **Period of Insurance** there is any alteration in risk or to the facts which **You** disclosed when **You** took out this policy, which materially affects the risk of injury, loss, **Damage** or liability which would fall within the policy cover. This includes but is not limited to alterations to **Your Activities** or the **Premises**.

When **You** tell **Us** about an alteration in risk, **We** may apply additional terms and conditions to this policy (including but not limited to premium) or, if the risk is unacceptable to **Us**, **We** may cancel the policy in accordance with General Condition 4 (b) – Our Rights to Cancel the Policy.

If **You** fail to tell **Us** about an alteration in risk, **We** may:

- (a) terminate the policy back to the date when the alteration occurred, if **We** would have cancelled the policy had **You** told **Us** of the alteration in risk;
- (b) proportionately reduce the amount payable in respect of a claim; and/or
- (c) treat the policy as if it contained such different terms (other than relating to the premium) that **We** would have applied to the policy had **You** told **Us** of the alteration in risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the alteration in risk occurred.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** told **Us** about the alteration in risk. For example, if the premium which **You** actually paid is 70% of the premium **We** would have charged, **We** will only pay 70% of any claim.

3. Average

If at the time of any loss the total sum insured specified in the **Schedule** is less than 85% of the total value of the property insured **We** shall bear only that proportion of the loss which the total sum insured bears to the total of the property insured.

4. Cancellation

(a) Your Rights to Cancel the Policy

You may cancel this policy at any time from the date it begins or from the date **You** receive this policy document and **Schedule**, whichever is the later, returning the policy document and **Schedule** to **Your** broker. If cover has not yet started **You** will receive a full refund of the premium. If cover has started **We** will refund the premium for the exact number of days left on the policy. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**.

(b) Our Rights to Cancel the Policy

We or any agent appointed by **Us** and acting with **Our** authority have the right to cancel **Your** policy, where there is a valid reason for doing so.

We will give **You** fourteen days notice of cancellation in writing, by recorded delivery, to the latest address **We** have for **You** and will set out **Our** reason for cancellation in **Our** letter. Valid reasons may include but are not limited to:

- (i) not
 - paying a premium when it is due
 - co-operating with **Us**, or sending **Us** information or documentation that materially affects **Our** ability to process the policy or **Our** ability to defend **Our** interests
 - taking all reasonable precautions to prevent or minimise **Damage**, accident or injury as required by General Condition 9. Reasonable Precautions of this policy

and failing to put this right when **We** ask **You** to by sending **You** seven days written notice to **Your** latest address

- (ii) use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers.

GENERAL CONDITIONS

If **We** cancel **Your** policy, **We** will refund the premium for the exact number of days left on the policy unless a claim or an incident likely to give rise to a claim has occurred during the current **Period of Insurance**. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**.

If **You** are paying by monthly instalments:

- (a) all outstanding monies must be paid to **Us** as described in **Your** Loan Agreement
- (b) **We** may exercise **Our** right to collect the balance of any outstanding premium in the event of a claim.

5. Change of Risk or Interest

This policy shall be avoided if **Your** interest ceases other than by death at any time after the commencement of this insurance unless **We** have accepted the change.

Nothing contained in this policy shall give any right against **Us** to any person other than **You** except to a transferee approved by **Us**.

6. Contracts (Rights of Third Parties) Act 1999

A person or company who was not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

7. Fair Presentation of the Risk

You must make a fair presentation of the risk when **You** first take out this policy and also whenever **You** renew it or ask **Us** to change **Your** cover.

If **You** fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact, or disclosing material facts to **Us** in a way which is not clear and accessible **We** may avoid this policy and refuse all claims where:

- (a) such failure was deliberate or reckless; or
- (b) **We** would not have entered into this policy on any terms had **You** made a fair presentation of the risk.

Should **We** avoid this policy **We**:

- (a) shall treat the policy as if it had not existed from the start date, the renewal date, or the date when **You** asked **Us** to change **Your** cover, depending on when the failure to make a fair presentation of the risk occurred
- (b) shall return the premium paid for the period for which the policy is treated as not having existed unless the failure to make a fair presentation of the risk was deliberate or reckless
- (c) may deduct from any return of premium due to **You** any monies already paid in respect of claims falling within the period for which the policy is treated as not having existed or require **You** to repay such claims.

Provided that any failure to make a fair presentation of the risk is not deliberate or reckless, if **We** would have entered into or renewed this policy, or agreed to make changes to **Your** cover on different terms had **You** made a fair presentation of the risk, **We** may:

- (a) proportionately reduce the amount payable in respect of a claim; and/or
- (b) treat the policy as if it contained such different terms (other than relating to the premium) that **We** would have applied to the policy had **You** made a fair presentation of the risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the policy started, was renewed or when changes were made to **Your** cover, depending on when **You** failed to make a fair presentation of the risk.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** made a fair presentation of the risk. For example, if the premium which **You** actually paid is 70% of the premium **We** would have charged, **We** will only pay 70% of any claim.

Where this policy provides benefits to individuals who would, if they had taken out similar insurance in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession, **We** will not rely on this condition if the failure to make a fair presentation of the risk concerns only facts or information which

GENERAL CONDITIONS

relate to that particular individual, unless the individual (or **You** on their behalf) makes a careless misrepresentation, in which case **We** may rely on this condition as against that particular individual as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

8. Reasonable Precautions

You must:

- (a) take all reasonable precautions to prevent or minimise **Damage**, accident or **Bodily Injury**
- (b) maintain the **Premises** and property insured by this policy in a good state of repair
- (c) comply with all relevant statutory requirements, manufacturers' recommendations and other regulations relating to the use, inspection and safety of property and the safety of persons.

9. Reinstatement of Sum Insured

We will in the event of **Damage** under this policy automatically reinstate the sum insured unless there is written notice by **Us** to the contrary, provided that:

- (a) **You** undertake to pay the appropriate additional premium
- (b) **You** immediately implement any recommendations **We** make to prevent further **Damage** and effect all repair or replacement work without delay.

10. Sanctions

We shall not provide cover or be liable to provide indemnity or pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** or any member of **Our** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United Kingdom, United States of America or European Union.

11. Security

It is a condition precedent to **Our** liability for any claim resulting from fire, theft or malicious damage, that **You** must at all times ensure that:

- (a) security devices are put into full and effective operation whenever the **Premises** are left unattended
- (b) keys and all details of any codes or combinations relating to any part of the intruder alarm installation and any safe or strongroom are removed from the **Premises** whenever the **Premises** are left unattended
- (c) fire break doors and shutters in the **Buildings** are maintained in efficient working order and that the openings protected by such doors and shutters are kept clear of obstruction at all times and that all such doors and shutters other than those fitted with fusible links are kept closed except when the **Building** is in use
- (d) alterations or additions to or changes in or removal of security devices are advised to **Us** immediately.

12. Vacant or Unoccupied Buildings

It is a condition precedent to **Our** liability that **You** will notify **Us** immediately upon becoming aware:

- (a) that the **Buildings** are **Vacant or Unoccupied** and;
- (b) of any **Damage** to the **Vacant or Unoccupied Buildings** whether such **Damage** is insured or not.

CLAIMS CONDITIONS

All of the following Claims Conditions apply in addition to any Claims Conditions contained in the Sections of this policy

1. Claims Procedure

It is a condition precedent to **Our** liability that following an incident that may result in a claim under this policy:

- (a) **You** must advise the police as soon as reasonably possible if there has been a theft, attempted theft, riot damage, vandalism or any malicious act or if any property insured has been lost outside the **Premises**
- (b) **You** must notify **Us**:
 - (i) within 28 days of the event in the case of **Damage** caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons
 - (ii) immediately:
 - in respect of all other claims
 - of any impending prosecution
 - of any inquest or fatal accident inquiry
- (c) **You** must provide **Us** with all documentation relating to any accident, claim, prosecution or court proceedings which must be sent to **Us** immediately, unacknowledged
- (d) **You** must not admit or repudiate liability without **Our** written consent
- (e) **You** must provide at **Your** own expense all details and evidence **We** may reasonably require
- (f) **You** must take all reasonable steps to mitigate the extent of any **Damage**
- (g) **We** are entitled to enter any building where **Damage** to property insured by this policy has occurred and to take possession of and deal with any salvage in a reasonable manner. No property may be abandoned to **Us**.

2. Fraudulent Claims

For the purposes of this Condition the definition of '**You/Your**' will also include any person who is entitled to benefit from the policy to the extent that a claim is made by or on their behalf.

If **You** or anyone acting on **Your** behalf makes a claim which is in any way fraudulent **We**:

- (a) will not pay the claim

- (b) may recover from **You** any sums already paid by **Us** in respect of the claim; and
- (c) may notify **You** that **We** are treating this policy as having terminated with effect from the time of the fraudulent act.

If **We** do treat this policy as having terminated **You** will have no cover under this policy from the date of termination and will not be entitled to any refund of premium.

Where a fraudulent claim is made by or on behalf of a person who is not the **Policyholder** this condition applies only to that person's claim and references to 'this policy' should be read as if they were references to the cover for that person alone and not to the policy as a whole.

Fraudulent claims include but are not limited to:

- (a) making a claim which is fraudulent, fictitious or known to be false
- (b) intentionally exaggerating or inflating a claim
- (c) supporting a claim with false or forged documents, information or statements
- (d) wilfully causing loss, **Damage** or injury.

3. Other Insurances

If **Damage** which is the subject of a claim under this policy is covered by any other insurance **We** will only pay **Our** rateable proportion of the claim.

4. Subrogation

We will be entitled to undertake in **Your** name or on **Your** behalf:

- (a) the defence or settlement of any claim
- (b) steps to enforce rights against any other party before or after payment is made by **Us**.

5. Terms not Relevant to Actual Loss

If payment of a claim is conditional upon compliance with any term of this policy **We** will not pay for any claim where the term has not been complied with except where the term concerned:

- (a) is operative only in connection with particular premises or locations;
- (b) is operative only at particular times; or
- (c) is intended to reduce the risk of particular types of injury, loss, **Damage** or liability

where **We** will pay for claims in respect of which **You** can prove that non-compliance with the term could not have increased the risk of the injury, loss, **Damage** or liability which occurred.

GENERAL EXCLUSIONS

The following General Exclusions apply to all Sections unless otherwise stated and in addition to the Exclusions contained in each Section.

This policy does not cover:

1. War Government Action and Terrorism

- (a) **Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by or contributed to by or arising from:
 - (i) **War Government Action or Terrorism**
 - (ii) civil commotion in Northern Ireland.
- (b) Legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from **War Government Action or Terrorism** except to the extent stated in the Liability Provisions.

For the purpose of this Exclusion and its Liability Provisions:

War shall mean war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution or military or usurped power.

Government Action shall mean martial law confiscation nationalisation requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to war.

Terrorism shall mean:

- (a) any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division of any nation, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
 - (i) involves serious violence against a person
 - (ii) involves serious damage to property
 - (iii) endangers a person's life other than that of the person committing the action

- (iv) creates a serious risk to the health or safety of the public or a section of the public
- (v) is designed to interfere with or seriously disrupt an electronic system.
- (b) any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism.

In any action suit or other proceedings where **We** allege that by reason of this exclusion as far as it relates to **Terrorism** any **Damage** or resulting loss or expense or other costs directly or indirectly caused by such event is not covered by this insurance the burden of proving that such **Damage** loss or expense is covered shall be upon **You**.

Liability Provisions

We will indemnify **You** under Section 2: Public Liability and Section 3: Products Liability if insured under this policy against legal liability, costs and expenses directly or indirectly caused by or contributed to by or arising from **Terrorism** provided that **Our** liability shall not exceed:

- (a) in respect of or arising out of any one occurrence or series of occurrences arising out of one original cause £2,000,000 or the amount of the Limit of Indemnity shown in the **Schedule** whichever is the lower but in respect of **Products** this limitation shall apply to all insured events occurring in any one **Period of Insurance**
- (b) in respect of all **Pollution or Contamination** consequent upon **Terrorism** and which is deemed to have occurred during any one **Period of Insurance** £2,000,000 in the aggregate or the amount of the Limit of Indemnity shown in the **Schedule** whichever is the lower.

2. Radioactive Contamination

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of:

- (a) ionising radiations from or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

GENERAL EXCLUSIONS

- (c) any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter
- (d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter, but the exclusion in this paragraph (d) shall not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- (e) any chemical biological bio-chemical or electromagnetic weapon

3. Sonic Bangs

Damage caused by or consisting of pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

4. Northern Ireland

Damage and any consequential loss in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of **Damage** or any consequential loss by fire or explosion) strikers, locked-out workers, persons taking part in labour disturbances or malicious persons.

5. Asbestos

Any loss cost expense or liability for **Bodily Injury** loss or **Damage** directly or indirectly arising out of or resulting from the manufacture mining processing distribution testing remediation removal storage disposal sale use of 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 any sequence to a loss.

6. Confiscation & Nationalisation

Confiscation nationalisation or requisition by order of any government public municipal local or customs authority.

7. Electronic Risk

(not applicable to Section 2: Public Liability and Section 3: Products Liability if insured by this policy)

- (a) Loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
 - (i) loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a **Computer System**, unless subject to the provisions of paragraph (b)
 - (ii) loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data** unless subject to the provisions of paragraph (c).
- (b) Notwithstanding paragraph (a) above, and subject to all terms, Conditions and Exclusions of this policy or any endorsement thereto, this policy covers physical damage to property insured under this policy and any consequential loss directly resulting therefrom where such physical damage is directly occasioned by any of the **Defined Perils** as described below.
- (c) Notwithstanding sub paragraph (a) (ii) above, in the event that hardware or the **Data** storage device of a **Computer System** insured under this policy sustains physical damage caused by a **Defined Peril** which results in damage to or loss of **Data** stored on that hardware or the **Data** storage device, then the damage to or loss of such **Data** shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost **Data** shall only be the costs of reproducing **Data** if such costs are indemnified under this policy. Such costs shall include all reasonable and necessary expenses incurred in recreating, gathering or assembling such **Data**, but does not include the value of the **Data to You** or any other party even if such **Data** cannot be recreated, gathered or assembled.

GENERAL EXCLUSIONS

For the purposes of this Exclusion the following Definitions apply:

Computer System means 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 similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Data means 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**.

Defined Peril means fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

8. Marine

Damage to property which at the time of the happening of the **Damage** is insured by any marine policy or policies (or would but for the existence of this policy) except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this policy not been effected.

9. Pollution or Contamination

(not applicable to Section 2: Public Liability and Section 3: Products Liability if insured by this policy)

Damage caused by pollution or contamination but this shall not exclude destruction of or **Damage** to the property insured, not otherwise excluded, caused by:

- (a) pollution or contamination which itself results from a **Defined Peril**; or
- (b) a **Defined Peril** which itself results from pollution or contamination.

Defined Peril means Fire; Lightning; Explosion; Aircraft or other aerial devices or articles dropped therefrom; Earthquake; Riot; civil commotion, strikers, locked-out workers, persons taking part in labour disturbances; Malicious persons other than thieves; Theft; Storm; Flood; Escape of water from any tank apparatus or pipe; Escape of oil from any fixed heating installation; Impact including by any road vehicle or animal.

10. Unexplained Losses

Loss or damage caused by disappearance, unexplained loss, inventory shortage, misfiling or misplacing of information.

11. Communicable Disease

(not applicable to Section 2: Public Liability and Section 3: Products Liability if insured by this policy)

- (a) any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with:
 - (i) a **Communicable Disease**; or
 - (ii) the fear or threat (whether actual or perceived) of a **Communicable Disease**regardless of any other cause or event contributing concurrently or in any other sequence thereto.

The above exclusion includes, without limitation to the scope of the foregoing:

- 1. any cost to clean up, detoxify, remove, monitor or test:
 - (a) for a **Communicable Disease**; or
 - (b) any property insured hereunder that is affected by such **Communicable Disease**,

and

- 2. any measures taken by any governmental, public or other authority or any other person for the prevention, suppression, mitigation, cleaning or removal of any **Communicable Disease**.

- (b) However, paragraph (a) shall not apply to physical loss or destruction of, or physical damage to, property and any resulting consequential loss, to the extent that **You** establish that such physical loss, destruction or damage was directly caused by:
 - (i) Terrorism (as defined in this policy), or
 - (ii) a **Defined Peril** as described belowwhere specifically insured by this insurance.

All other terms, Conditions and Exclusions of the insurance remain the same.

GENERAL EXCLUSIONS

For the purposes of this Exclusion the following Definitions apply:

Communicable Disease means any type of disease or illness which can be transmitted by means of any substance or agent from any organism to another organism where:

- (a) the substance or agent includes, but is not limited to, any pathogen, virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- (b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas, or between organisms, and
- (c) the disease, illness, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property of any type.

Defined Peril means one of the following perils if specifically insured by this insurance:

Fire (howsoever caused); lightning; explosion; aircraft and aerial devices dropped from them; riot; civil commotion; strikers; damage caused by malicious persons; windstorm; rainstorm; hail; tornado; cyclone; typhoon; hurricane; earthquake; seaquake; seismic and/ or volcanic disturbance/ eruption; flood (howsoever caused); freeze; ice storm; weight of snow or ice; avalanche; meteorite or asteroid impact; landslip; landslide; mudslide; escape of water, oil or hydraulic fluid from any tank, apparatus or pipe; sprinkler leakage; impact by any road vehicle or animal; theft or attempted theft; mechanical or electrical breakdown; subsidence; heave; implosion; or collapse.

12. Heat Work

Any loss, damage, liability, claim, cost or expense of whatsoever nature arising directly or indirectly from the use of any naked flame.

SECTION 1: SPECIFIED ALL RISKS

Your Schedule will show if this Section is operative

Definitions

The following Definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Collectors' Value

The price a willing buyer would pay to a willing seller with good title immediately prior to the loss. The collectors' value will be established after a reasonable period for investigating:

- (a) the collectors' market for such property, including examples of similar property taken from enthusiast magazines, journals, websites; and
- (b) **Your** purchase receipts; and
- (c) any other supporting evidence

and taking into account the state of the collectors' market for property of the same type, size and condition.

Cover

We will pay for **Damage** to:

1. the **Model Railway Collection** and any other specified property forming part of the **Model Railway Collection**
2. **Collectables**
3. other property

specified on the **Schedule**

occurring:

- (a) at the **Premises** or
- (b) anywhere within the **Territorial Limits**.

Extensions

The following Extensions apply to this Section.

Additional Interests

The interest of third parties which **You** are required to include under this Section are automatically deemed to be covered provided that:

- (a) the interest is required to be included under the terms of any hiring, lease or hire purchase agreement
- (b) the cover for the additional interest is no more extensive than the current cover provided to **You** under this Section at the time the interest commences
- (c) **You** advise **Us** at the time of notification of any claim.

Goods in Transit and Exhibition Cover

We will pay for **Damage** to property insured under this Section:

- (a) whilst in transit, including whilst loading and unloading
- (b) within the premises of any trade show or exhibition which **You** are participating as an exhibitor
- (c) whilst in transit by post or courier up to £10,000 any one package or sending

occurring within:

- (i) the **Territorial Limits**
- (ii) anywhere in **Europe** up to a maximum of 60 days during the **Period of Insurance**
- (d) sent by post anywhere in the world.

It is a condition precedent to **Our** liability that any one package valued in excess of £500 must be sent by special delivery or at the carrier's risk.

Basis of Settlement Clauses

Average

Each item of property insured under this Section is similarly but separately subject to Average as specified in General Condition 3.

SECTION 1: SPECIFIED ALL RISKS

Basis of Claims Settlement

In the event of **Damage** to property insured and subject to the adequacy of the sums insured the basis upon which the amount payable will be calculated is as follows:

- (a) **Model Railway Collection** and any other specified property forming part of the **Model Railway Collection**:
- (i) (a) property constructed by **You** or on **Your** behalf (whether or not from a kit) and other property not of proprietary manufacture – the costs of repairing or replacing the property equal to its condition when new but not exceeding the value of the material only plus the cost of labour
 - (b) the cost of materials and labour expended in building or reinstating such property. Provided that **Our** liability will not exceed £15 per hour in respect of each person engaged in the rebuilding or reinstatement of the property subject to a maximum of £1,000 or the sum insured specified in the **Schedule**
 - (ii) all other property – the cost of repairing or replacing the property equal to its condition when new, with verification of value being obtained from Ramsay's British Model Trains Catalogue or from such other authority as may be agreed between **You** and **Us**
- (b) **Collectables** – **We** will either:
- (i) pay for the cost of materials and labour to repair or restore the property
 - (ii) make a cash payment to the current **Collectors' Value** of the item immediately prior to the **Damage** occurring for any property that cannot be repaired, replaced or restored
 - (iii) the cost of repairing or reinstating the property equal to a condition equivalent to its condition when new provided that:
 - this is carried out without delay and in the most economical manner
 - until reinstatement has been completed no payment will be made for more than the amount which would be payable if an allowance had been made for wear, tear or depreciation

When **Model Railway Collection** and **Collectables** property is totally lost, damaged, or destroyed **Our** liability will not exceed the value stated in the relevant current catalogue or the current market value, whichever is the less. The onus of proving the value shall be upon **You**.

Maximum Amount Payable

The most **We** will pay in respect of any one occurrence will not exceed:

- (a) the sum insured shown in **Your Schedule**
- (b) £10,000 in respect of any one unspecified single item, pair or set
- (c) £2,500 in respect of Model Railway items excluding layout.

Section Conditions

The following Conditions apply to this Section, in addition to the General Conditions and Claims Conditions at the front of this policy.

Bank or Safe Deposit

It is a condition precedent **Our** liability that property contained in a bank or safe deposit (as stated on the **Schedule**) must be contained in a bank or safe deposit at all times.

Security

It is a condition precedent to **Our** liability that:

- (a) property insured under this Section is kept in a locked building whenever the **Premises** is unattended or
- (b) the contents of any trailer insured under this Section when parked or not in use is:
 - (i) kept in a locked building or compound;
 - (ii) immobilised by means of a wheel-clamp or hitch lock security device, and its door(s) or shutter(s) secured with a coach bolted locking bar and close shackle padlock.

SECTION 1: SPECIFIED ALL RISKS

Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

This Section does not cover:

1. **Damage** caused by or consisting of:
 - (a) wear, tear, depreciation or diminution in value
 - (b) inherent vice, latent defect, defective design, plan or specification or the use of faulty materials
 - (c) faulty or defective workmanship, operational error or omission
 - (d) denting, mechanical or electrical defect, failure, breakdown or derangement
 - (e) any gradually operating cause, including (but not restricted to) action of light, atmospheric or climatic conditions, dry or wet rot, fungus, rust, corrosion, woodworm, moths, insects, vermin, domestic pets or pests, marring or scratching
 - (f) any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, installation, testing, commissioning, alteration or maintenance of any property
 - (g) use of any article contrary to manufacturers' instructions
 - (h) storm or flood unless the property is contained in an enclosed vehicle or in a building unless the property is permanently fitted garden and miniature railway items
 - (i) dampness, dryness, shrinkage, evaporation, loss of weight, contamination, change in temperature, colour, flavour, texture or finish
2. consequential loss of any kind
3. **Damage** to:
 - (a) property held or used for any business profession or occupation
 - (b) money, securities, credit and debit cards
 - (c) property stored in any outbuildings or basement caused by storm, flood, leakage of oil or water following bursting or overflowing of oil or water tanks, apparatus or pipes or from any automatic sprinkler installation, unless such property is raised at least 100mm above the ground floor level of the outbuilding or the floor level of the basement
 - (d) property in transit between or in possession of Stamp Exchange Clubs
 - (e) any electrical machine or apparatus or component thereof occasioned by its over-running, excessive pressure, short-circuiting or self-heating not resulting in fire
4. **Damage** arising:
 - (a) from theft or attempted theft from any unattended **Building** unless all security devices are put into full and effective operation and such theft involves forcible and violent entry to or exit from the **Building**
 - (b) solely from a change in the water table level (i.e. the level below which the ground is saturated with water)
 - (c) from mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates
5. **Damage** caused by or resulting from:
 - (a) fraud, deception (unless used solely to gain entry to the **Premises**) or as a result of being deceived into knowingly parting with property
 - (b) any deliberate, malicious or wilful act by a member of **Your** family or by any person lawfully in the **Premises**
 - (c) fire resulting from the property insured undergoing any heating process or any process involving the application of heat from a naked flame

SECTION 1: SPECIFIED ALL RISKS

6. **Damage** by theft or attempted theft:
 - (a) to any property away from the **Premises** unless:
 - (i) the property is in **Your** personal custody or that of an office Stamp Commissioner
 - (ii) contained in a securely locked or occupied buildingand involves forcible and violent entry to or exit from the building or assault, violence or threat thereof towards **You**
 - (b) from any unattended building unless all security devices are put into full and effective operation and such theft or attempted theft involves forcible and violent entry to or exit from the building
 - (c) from any unattended **Vehicle** being any **Vehicle** with no person in charge or keeping the **Vehicle** under observation and able to observe or prevent any attempt by any person to interfere with the **Vehicle** unless:
 - (i) all windows and other openings have been closed and all doors have been secured
 - (ii) any property insured by this Section is secured in the locked boot, storage compartment or closed glove compartment; (the luggage space at the rear of an estate car or hatchback under the top cover and out of view is deemed to be a locked boot)
 - (d) from any unattended caravan
 - (e) from any soft topped, soft sided, open topped or open sided trailer
 - (f) from any unlocked hotel or guest room
7. breakage of brittle articles unless forming part of photographic equipment
8. losses not directly associated with the incident that caused **You** to claim
9. the **Excess** stated in the **Schedule**.

SECTION 2: PUBLIC LIABILITY

Your Schedule will show if this Section is operative

Definitions

The following Definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

Communicable Disease

- (a) Coronavirus being:
 - (i) any coronavirus; or
 - (ii) any disease caused by any coronavirus; or
 - (iii) any mutation or variation of any coronavirus or of any disease caused by any coronavirus.
- (b) Any other infectious disease in humans which has been determined or declared to:
 - (i) constitute a Public Health Emergency of International Concern under the International Health Regulations (2005) (as amended or replaced from time to time); and/ or
 - (ii) an outbreak identified as a major health incident in the United Kingdom, for which a Scientific Advisory Group for Emergencies has been activated by the Cabinet Office Briefing Room.

Compensation

Damages including interest.

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 similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Costs and Expenses

- (a) Claimants' legal costs for which **You** are legally liable
- (b) All costs and expenses incurred with **Our** written consent in defending any claim
- (c) The solicitor's fees incurred with **Our** written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal 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

- (a) 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
- (b) Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

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**.

Gauge 1 Classification

Model and garden railways with a standard track width not exceeding 1 ¾ inches (45mm).

Offshore Installation

Any:

- (a) installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation

SECTION 2: PUBLIC LIABILITY

- (b) installation in the sea or tidal waters which is intended for the storage or recovery of gas or generation of electricity
- (c) pipe or system of pipes in the sea or tidal waters
- (d) accommodation installation for persons who work on or from the locations specified above.

Cover

We will indemnify **You** against:

1. legal liability to pay **Compensation**

and

2. **Costs and Expenses**

in respect of:

- (a) accidental **Bodily Injury** to any person
- (b) **Damage** to material property
- (c) accidental nuisance or trespass, obstruction, loss of amenities or interference with any right of way, light, air or water

occurring in connection with **Your Activities**:

- (i) during the **Period of Insurance**
- (ii) within the **Territorial Limits**
- (iii) within any member country of the European Union in respect of any journey or temporary visit in connection with **Your Activities** by **You**
- (iv) elsewhere in the world in respect of any journey or temporary visit in connection with **Your Activities** by **You**, provided such journey or visit is not for the purpose of performing manual work.

Limit of Indemnity

Our liability to pay **Compensation** in respect of any one claim or series of claims against **You** arising out of one original cause shall not exceed the Limit of Indemnity stated in the **Schedule**.

Our liability under this Section for all **Compensation** payable in respect of all occurrences arising directly or indirectly from **Communicable Disease** during any one **Period of Insurance** and in the aggregate shall not exceed £1,000,000 inclusive of all **Costs and Expenses**. This limit will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**.

Where indemnity is provided for liability in respect of claims brought in the United States of America or Canada or their dependencies or trust territories the

Limit of Indemnity stated in the **Schedule** shall be the maximum amount payable by **Us** inclusive of all **Costs and Expenses**.

Extensions

The following Extensions apply to this Section.

Court Attendance Compensation

We will pay **You** £750 per day if **You** are required to attend court as a witness at **Our** request.

Cross Liabilities

Where there is more than one person named as the **Policyholder** in the **Schedule** this Section will apply separately to each named person as if each is insured by a separate policy, provided always that **Our** maximum liability in the aggregate for damages to all parties insured will not exceed the Limit of Indemnity stated in the **Schedule**.

General Data Protection Regulations

We will indemnify **You** in respect of legal liability under Article 82 of Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and the equivalent provision under the Data Protection Act 2018 (all as amended, updated or re-enacted from time to time), in connection with personal data (as defined in the Regulation) processed by **You** provided that **We** will not be liable for:

- (a) the payment of fines and penalties
- (b) the cost of replacing reinstating rectifying or erasing any personal data.

Our liability shall not exceed £100,000 during any one **Period of Insurance** inclusive of all **Costs and Expenses**.

Health and Safety at Work etc. Act 1974

We will indemnify **You** against legal costs and expenses incurred with **Our** written consent in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man, committed or alleged to have been committed during the **Period of Insurance**, including legal costs and expenses incurred with **Our** written consent in an appeal against conviction arising from such proceedings.

We will not be liable for:

- (a) fines or penalties of any kind

SECTION 2: PUBLIC LIABILITY

- (b) proceedings or appeals in respect of any deliberate or intentional criminal act or omission
- (c) costs and expenses insured by any other policy.

Our liability will not exceed £500,000 for any one occurrence inclusive of **Costs and Expenses**.

Property in Your Custody or Control

We will indemnify **You** in respect of legal liability for **Damage** to premises including fixtures and fittings leased, hired or rented to **You** or those in **Your** custody or control.

We will not be liable for legal liability under a contract unless legal liability would have attached to **You** in the absence of such contract.

Wrongful Arrest

We will indemnify **You** against legal liability to pay **Compensation** and **Costs and Expenses** in respect of wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy, occurring in connection with **Your Activities**.

Our liability will not exceed £25,000 in any one **Period of Insurance**.

Conditions

The following Conditions apply to this Section, in addition to the General Conditions and Claims Conditions at the front of this policy.

Discharge of Liability

We may at any time pay to **You** in connection with any claim or series of claims:

- (a) the amount of the Limit of Indemnity or
- (b) any lesser amount for which such claim or claims can be settled less any sum or sums already paid as **Compensation**.

On payment **We** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of **Costs and Expenses** incurred prior to the date of such payment.

SECTION 2: PUBLIC LIABILITY

Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

We will not be liable under this Section in respect of:

1. **Bodily Injury** to a member of the family
2. **Bodily Injury** or **Damage** arising from the ownership, possession or use by **You** or on **Your** behalf of:
 - (a) any aircraft, aerospace device, hovercraft or watercraft other than hand propelled watercraft and other watercraft not exceeding 7 metres in length
 - (b) any mechanically propelled vehicle (or trailer attached thereto) licensed for road use other than liability arising from:
 - (i) the use of plant as a tool of the trade on site or at the **Premises**
 - (ii) in respect of the loading or unloading of such vehicle; orbut this indemnity shall not apply if, in respect of such liability, compulsory insurance or security is required under any legislation governing the use of the vehicle
3. **Damage** to:
 - (a) property owned by or leased, hired or rented to **You** other than as insured under Property in Your Custody or Control Extension of this Section
 - (b) property belonging to or under the custody or control of a member of the family.
4. liability arising directly or indirectly from any:
 - (a) ride on locomotives or rolling stock forming part of or all of the **Model Railway Collection** unless agreed by **Us**
 - (b) explosion resulting from the bursting of any boiler, economiser or other vessel, machine or apparatus, belonging to **You** or under **Your** control, in which internal pressure is due to steam only other than steam boiler(s), not exceeding **Gauge 1 Classification** and forming part of the **Model Railway Collection**
5. **Damage** to **Products** or the cost of making good or recalling such **Products** or the cost of rectifying defective work
6. **Damage** to property which **You** or any of member of **Your** family is or has been working on
7. fines, penalties or liquidated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages
8. liability arising from or caused by the provision of advice or any plan, design, formula or specification given separately for a fee or for which a fee is normally charged
9. liability in respect of **Pollution or Contamination** other than that caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during any one **Period of Insurance** provided that:
 - (a) all **Pollution or Contamination** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place
 - (b) **Our** liability for all **Compensation** payable in respect of all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance** shall not exceed in the aggregate the Limit of Indemnity stated in the **Schedule**
 - (c) this exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories.
10. liability in respect of **Pollution or Contamination** occurring in the United States of America and/or Canada and/or their dependencies or trust territories

SECTION 2: PUBLIC LIABILITY

11. liability arising in connection with any visits to or work on any **Offshore Installation** or any support vessel for any **Offshore Installation** or whilst in transit to or from any **Offshore Installation** or support vessel
12.
 - (a) exposure to
 - (b) inhalation of
 - (c) fears of the consequences of exposure to or inhalation of
 - (d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of

Asbestos including any products containing **Asbestos**

13. liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:
 - (a) 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**
 - (b) loss of use, reduction of functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**

This Exclusion shall not apply in respect of:

- (i) **Bodily Injury**
- (ii) physical damage to material property

directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** or a **Cyber Incident**

14. any liability which is insured by or would but for the existence of this Section be insured by any other policy except in respect of any excess beyond the amount payable under such other section had this insurance not been effected

15. a contract unless legal liability would have attached to **You** in the absence of such contract
16. liability arising in connection with:
 - (a) any business, trade, profession or occupation of any member of the family
 - (b) the use of business or trade equipment at any business premises
17. liability arising directly or indirectly from ride on locomotives forming part or all of the **Model Railway Collection** unless the Ride-on Locomotives and Rolling Stock Extension to the Section is shown as operative in the **Schedule**
18. the **Excess** stated in the **Schedule**.

SECTION 3: PRODUCTS LIABILITY

Your Schedule will show if this Section is operative

Definitions

The following Definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Communicable Disease

- (a) Coronavirus being:
 - (i) any coronavirus; or
 - (ii) any disease caused by any coronavirus; or
 - (iii) any mutation or variation of any coronavirus or of any disease caused by any coronavirus.
- (b) Any other infectious disease in humans which has been determined or declared to:
 - (i) constitute a Public Health Emergency of International Concern under the International Health Regulations (2005) (as amended or replaced from time to time); and/ or
 - (ii) an outbreak identified as a major health incident in the United Kingdom, for which a Scientific Advisory Group for Emergencies has been activated by the Cabinet Office Briefing Room.

Compensation

Damages including interest.

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 similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Costs and Expenses

- (a) Claimants' legal costs for which **You** are legally liable
- (b) All costs and expenses incurred with **Our** written consent in defending any claim

- (c) The solicitor's fees incurred with **Our** written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal 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

- (a) 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
- (b) Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

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**.

Cover

We will indemnify **You** against:

1. legal liability to pay **Compensation** and

2. **Costs and Expenses**

in respect of:

- (a) accidental **Bodily Injury** to any person
- (b) **Damage** to material property

occurring anywhere in the world during the **Period of Insurance** and caused by any **Products** supplied in or from the **Territorial Limits**.

Limit of Indemnity

Our liability to pay **Compensation** in respect of all occurrences during any one **Period of Insurance** shall not exceed the Limit of Indemnity stated in the **Schedule**.

SECTION 3: PRODUCTS LIABILITY

Our liability under this Section for all **Compensation** payable in respect of all occurrences arising directly or indirectly from **Communicable Disease** during any one **Period of Insurance** and in the aggregate shall not exceed £1,000,000 inclusive of all **Costs and Expenses**. This limit will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**.

Where indemnity is provided for liability in respect of claims brought in the United States of America or Canada or their dependencies or trust territories the Limit of Indemnity stated in the **Schedule** shall be the maximum amount payable by **Us** inclusive of all **Costs and Expenses**.

Extensions

The following Extensions apply to this Section.

Consumer Protection and Food Safety Acts

We will indemnify **You** against costs and expenses incurred with **Our** written consent in connection with the defence of any proceedings or an appeal against conviction arising from such proceedings brought for a breach of:

- (a) Part 2 of the Consumer Protection Act 1987 or
- (b) Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990

committed or alleged to have been committed in the course of **Your Activities** during the **Period of Insurance**.

We will not be liable for:

- (a) the payment of fines or penalties
- (b) proceedings or appeals in respect of any deliberate act or omission
- (c) costs and expenses insured by any other policy.

Our liability will not exceed £500,000 for any one occurrence inclusive of **Costs and Expenses**.

Court Attendance Compensation

We will pay **You** £750 per day if **You** are required to attend court as a witness at **Our** request.

Cross Liabilities

Where there is more than one person named as the **Policyholder** in the **Schedule** this Section will apply separately to each named person as if each is insured by a separate policy, provided always that **Our** maximum liability in the aggregate for damages to all parties insured will not exceed the Limit of Indemnity stated in the **Schedule**.

Health and Safety at Work etc. Act 1974

We will indemnify **You** against legal costs and expenses incurred with **Our** written consent in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man, committed or alleged to have been committed during the **Period of Insurance**, including legal costs and expenses incurred with **Our** written consent in an appeal against conviction arising from such proceedings.

We will not be liable for:

- (a) fines or penalties of any kind
- (b) proceedings or appeals in respect of any deliberate or intentional criminal act or omission
- (c) costs and expenses insured by any other policy.

Our liability will not exceed £500,000 for any one occurrence inclusive of **Costs and Expenses**.

Conditions

The following Conditions apply to this Section, in addition to the General Conditions and Claims Conditions at the front of this policy.

Discharge of Liability

We may at any time pay to **You** in connection with any claim or series of claims:

- (a) the amount of the Limit of Indemnity or
- (b) any lesser amount for which such claim or claims can be settled less any sum or sums already paid as **Compensation**.

On payment **We** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of **Costs and Expenses** incurred prior to the date of such payment.

SECTION 3: PRODUCTS LIABILITY

Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

We will not be liable under this Section in respect of:

1. damage to property belonging to **You**
2. a contract unless legal liability would have attached to **You** in the absence of such contract
3. legal liability arising from or caused by the provision of advice or any plan, design, formula or specification given separately for a fee or for which a fee is normally charged
4. liability caused by or arising from property in **Your** care, custody or control
5. **Damage to Products** or the cost of making good or recalling such **Products** or the cost of rectifying defective work
6. liquidated damages, fines or penalties
7. punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages
8. all liability in respect of **Pollution or Contamination** other than that caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during any one **Period of Insurance** provided that:
 - (a) **Pollution or Contamination** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place
 - (b) **Our** liability for all **Compensation** payable in respect of all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance** shall not exceed in the aggregate the Limit of Indemnity stated in the **Schedule**
 - (c) this exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories.
9. liability in respect of **Pollution or Contamination** occurring in the United States of America and/or Canada and/or their dependencies or trust territories
10. **Products** which with **Your** knowledge are exported directly or indirectly to the United States of America or Canada
11. any **Products** which with **Your** knowledge are used in the aircraft, space, petro-chemical, gas, offshore, ship building and repair or nuclear industries
12. any **Products** which with **Your** knowledge are to be used in the motor industry other than those not affecting the safety, stability, steering or braking of the vehicle
13. liability caused by or arising from **Products** where the action is brought against **You** in any country not being a member of the European Union where **You** have a branch or a parent or a subsidiary company or are represented by a person or company holding **Your** Power of Attorney
14. liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:
 - (a) 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**
 - (b) loss of use, reduction of functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**

This Exclusion shall not apply in respect of:

- (i) **Bodily Injury**
- (ii) physical damage to material property

directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** or a **Cyber Incident**

SECTION 3: PRODUCTS LIABILITY

15. any liability which is insured by or would but for the existence of this Section be insured by any other policy except in respect of any excess beyond the amount payable under such other section had this insurance not been effected
16. liability arising from the following second-hand **Products**:
 - (a) upholstered furniture or bedding that does not meet the standards required under statutory safety legislation other than upholstered furniture or bedding supplied free or charge to the poor and needy
 - (b) gas appliance of any description
 - (c) any appliance containing or using flammable liquids
17. the **Excess** stated in the **Schedule**.

