

HomeSpill Insurance Plan Policy Wording

Introduction

This contract of insurance is between **You** and **Us**.

We bind ourselves and **Our** Executors and Administrators and not jointly with others to indemnify **You** for loss as detailed in this Policy.

The HomeSpill Insurance Plan is arranged and administered by Oil Spill Insurance Brokers Limited, trading as Oil Spill Insurance an appointed representative of TEn Insurance Services Limited, under a contract with **Us**.

TEn Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (FCA).

The FCA authorisation number for Oil Spill Insurance Brokers Limited is 627169 and for TEn Insurance Services Limited, is 314593.

If you have any questions about your **Policy**, please contact: TEn Insurance Services Limited, Unit D1, Regent Park, Summerleys Road Princes Risborough, HP27 9LE.

Please check to make sure that the cover **You** have selected and the information **You** have given **Us** is correct, if it is incorrect please return it as soon as possible for correction to whomever **You** received the **Policy** from.

You must comply with **Your** duties under each section and the insurance as a whole.

Information you have given us

In deciding to accept this insurance and in setting the terms and premium **We** have relied on the information **You** have given **Us**.

You must take care when answering any questions **We** ask and make sure that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this **Policy** as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided **Us** with false or misleading information it could adversely affect **Your Policy** and any claim. For example **We** may:

- treat this **Policy** as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;
- amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness;
- charge **You** more for **Your Policy** or reduce the amount **We** pay on a claim in the proportion the premium **You** have paid bears to the premium **We** would have charged **You**;
- cancel **Your Policy** in accordance with **Our** Cancellation Rights below.

Important Information

A defined word or phrase is in bold type and each time it appears in the **Policy** has a specific meaning or they are important words. Other words may be in capital letters which means they are also important words. Words in the singular shall include the plural and vice versa. Words importing the masculine will import the feminine and the neuter. References to a statute law also includes all its amendments or replacements.

Any heading in this **Policy** is for ease of reference only and does not affect its interpretation, amend the **Policy** cover or in any way increase **Our** liability.

Like all insurance policies there are exclusions, terms and conditions.

Insurance Validation

This insurance is not valid unless the **Schedule** has been signed and dated by an authorised signatory and is attached to the **Policy** document.

Choice of Law

The law allows the parties to this contract of insurance to select the law and jurisdiction to be applied to this **Policy**. Unless it is agreed otherwise, the law that applies to this contract is the law of that part of the United Kingdom where the **Insured Location** is situated

It is agreed that any legal proceedings between **You** and **Us** in connection with this contract will only take place in the courts of that part of the United Kingdom where the **Insured Location** is situated and they are subject to the exclusive jurisdiction of that court.

Data Protection

You should understand that any information **You** have given **Us** will be processed by **Us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties.

Other Parties

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

Sanctions

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so 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 any country.

Your Cancellation Rights

Cooling off period

- **You** have the statutory right to cancel **Your Policy** within 14 days of the purchase or renewal of the contract or 14 days from the day **You** receive the **Policy** or renewal documentation, whichever is the later.
- **We** will return the premium less a proportional amount for the time that **You** have been on cover.
- No refund of premium will be given in the event of a claim either in whole or in part.

After the Cooling Off Period

If **You** cancel this insurance outside the Cooling Off Period:

- provided **You** have not made a claim **You** will be entitled to a refund of any premium paid subject to a deduction for any time for which **You** have been covered calculated on a proportional basis. For example if **You** have been covered for six (6) months the deduction for the time **You** have been covered will be half the annual premium;
- No refund of premium will be given in the event of a claim.

How to Cancel Your Policy

If **You** wish to cancel your **Policy** please write to TEn Insurance Services Limited, Unit D1, Regent Park, Summerleys Road Princes Risborough, HP27 9LE

Our Cancellation Rights

We can cancel this insurance by giving **You** thirty (30) days notice in writing.

We will only do this for a valid reason (*examples of valid reasons are as follows*):

- non payment of premium;
- a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
- non-cooperation or failure to supply any information or documentation **We** request;
- threatening or abusive behaviour or the use of threatening or abusive language.

If **We** cancel and provided **You** have not made a claim **You** will be entitled to a refund of any premium subject to a deduction for any time for which **You** have been covered calculated on a proportional basis.

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by **You** to provide **Us** with complete and accurate information as **We** require allows **Us** to cancel the **Policy** sometimes back to its start date and to keep any premiums paid.

How to make a claim

Things you must do

As soon as **You** discover an **Oil Spill**, **You** should contact **Our** claims management service on **0800 009 3684** and they will assist you.

If **You** have an issue or query regarding the service **You** have received or with **Your** claim please contact:

TEn Insurance Services Limited, Unit D1, Regent Park,
Summerleys Road Princes Risborough, HP27 9LE

Please quote **Your Policy** Number in all communications.

You must comply with the following conditions. If **You** fail to do so, **We** may not pay **Your** claim, or any payment could be reduced:

1. Provide any information **We** may require as soon as practicable, including how and where the **Oil Spill** occurred, details of any injured parties and witnesses and the date any notification from parties is received ;
2. Do not admit liability or offer or agree to settle any claim without **Our** written permission;
3. If a claim for liability is made against **You**, do not reply to any letter, claim, writ, summons or other legal document simply send them to **Us**;
4. Inform the Police as soon as possible following any loss caused by malicious acts, violent disorder, riots or civil commotion, theft, attempted theft;
5. Carry out any necessary measures to reduce the loss. It is **Your** responsibility to prove **Your** loss and retain receipts, photographs and guarantees where possible

How we deal with your claim

Defence of claims

We may, at **Our** discretion:

- take full responsibility for conducting, defending or settling any claim in **Your** name;
- take any action **We** consider necessary to enforce **Your** rights or **Our** rights under this insurance.

Fraudulent claims

If **You** or anyone acting on **Your** behalf makes a fraudulent claim under this **Policy**, **We**:

- are not liable to pay the claim;
- may recover any part of the claim already paid from **You**; and
- may by notice to you, treat this **Policy** as having been terminated with effect from the time of the first fraudulent act, in which case **We** are not liable in respect of a relevant event occurring after that time and may retain any premium.

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

Complaints

If **You** wish to make a complaint please write to **Us** at:

The Compliance Officer,
ProSight Syndicate 1110 at Lloyd's
Level 7, 1 Minster Court,
Mincing Lane,
London, EC3R 7AA
E:mail: ukcomplaints@proightspecialty.com

In the first instance, **We** will review **Your** complaint and hope to resolve the matter. **We** will investigate the circumstances regarding **Your** complaint and write to **You** within two weeks with **Our** response.

If **You** are not satisfied with **Our** response, or have not heard from **Us** within two weeks, **You** are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of **Your** complaint and provide **You** with a written Final Response.

If **You** wish to ask Lloyd's to investigate **Your** complaint **You** may do so by contacting:

Lloyd's Complaints, One Lime Street, London, EC3M 7HA
Email: complaints@lloyds.com
Telephone 0207 327 5693
Fax 020 7327 15225
www.lloyds.com/complaints

Following Lloyd's consideration of **Your** complaint **You** may (if eligible) refer the matter to the Financial Ombudsman Service (FOS) provided **You** do so within 6 months of the date of Lloyd's Final Response. Lloyd's will send **You** a FOS leaflet with further information at the appropriate time.

Financial Ombudsman Service
Exchange Tower Exchange Square
London, E14 9SR
Email: complaint.info@financial-ombudsman.org.uk
Telephone 0800 023 4567 (landline)
www.financial-ombudsman.org.uk

Making a complaint will not affect **Your** legal rights. If **You** appoint someone to act on **Your** behalf or if **You** ask someone else to act on **Your** behalf **You** must provide **Us** with written authority to allow **Us** to deal with them. **You** will have to pay their costs.

General Conditions

Other Insurance

Sometimes what is covered under one insurance **Policy** may also be covered under another insurance **Policy**, for example the cover or maybe some of the cover insured under this **Policy** could also be insured under **Your** household **Policy**.

If it is insured under two or more Policies **We** will pay the full claim and claim half of this back from **Your** other insurance **Policy**. This will not apply to section 2 of this **Policy** as this section will only apply if there is no other Insurance cover already provided under a separate **Policy**.

If **We** do have to claim half back from **Your** household insurers **We** will do this in **Your** name this is called subrogation which means **We** will substitute for **You** including all **Your** rights and responsibilities.

Alternatively, **We** will pay only half of the claim and **You** can claim the other half back from **Your** other insurance **Policy**.

Subrogation

If **We** become liable for any payment under this insurance, **We** shall be subrogated to the extent of such payment to all the rights and remedies of **Yours** against any party for such claim then **We** shall be entitled, at **Our** own expense, to sue in **Your** name. **You** shall give **Us** all such assistance in **Your** power as **We** may require to secure **Our** rights and remedies either before or after indemnification.

Maximum Amount Payable

The maximum amount we will pay for any single **Occurrence** shall be the **Maximum Amount Payable** stated in the schedule, Section A and Section B combined. Any **Sub-limits** form part of and are not in addition to the **Maximum Amount Payable**.

In the event that an **Occurrence** causes a combined claim under Section A and Section B, **You** may choose which section is applied to the **Maximum Amount Payable** first, and the balance, if any, shall be applied to the other section. This clause shall not in any way operate to increase the maximum amount **We** will pay in respect of any one **Occurrence**.

Conditions Precedent

There are conditions contained within the **Policy** that are condition precedent to **Our** liability. If **You** breach any of these conditions precedent this may render **Your** claim null and void or reduce the amount payable.

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

1. An **Oilcheck Inspection** is carried out on the **Oil Tank System** annually by an **OilCheck Inspector**.
2. Any remedial or maintenance work identified during an **Oilcheck Inspection** is carried out by the **OilCheck Inspector** or another OFTEC **Oil Technician** and a receipt detailing such work is obtained from them and provided to TEn Insurance Services Limited, Unit D1, Regent Park, Summerleys Road Princes Risborough, HP27 9LE .
3. Any work carried out on the **Oil Tank System** must be by an OFTEC **Oil Technician**;
4. **You** take all necessary care to prevent an **Oil Spill** occurring;

Policy Conditions

If **You** do not comply with any part of any Condition which makes payment of a claim conditional upon compliance with it, **We** will not pay for any claim, except that where the Condition concerned would, if complied with, tend to reduce:

1. losses of a particular kind;
2. loss at a particular location;
3. losses of a particular time.

If **You** can show that non-compliance with the Condition could not have increased the risk of the loss that actually occurred in the circumstances that occurred, **We** shall provide indemnity as though the non-compliance had not occurred.

Policy Definitions

Bodily Injury

Bodily Injury to any person including death, disease, illness, physical and mental injury, anguish or nervous shock.

Building Regulations

The building or other regulations under or framed in pursuance of any act of Parliament or with bye-laws of any municipal or local authority or European Union directive relating to the installation and maintenance of the **Oil Tank System** applicable to the **Insured Location**.

Bund

A purpose built **Oil Storage Tank** containment structure which complies with **Building Regulations**.

Claim (in respect of Section B)

1. **Your** receipt of any written notice of demand for compensation made by a **Third Party**
2. any writ, statement of claim, claim form, summons, application or other originating legal or arbitral process, cross-claim, counterclaim or third or similar party notice served upon **You**;
3. any notice of intention in writing to commence legal proceedings against **You**.

Cover Commencement Date

The date specified in the **Schedule**.

Domestic

Private activities by **You** at the **Insured Location** and not in connection with any business, trade or profession other than for clerical and administrative work.

Emergency Work

Any necessary work carried out by a **Nominated Contractor** at the **Insured Location** to prevent or minimise loss following an **Oil Spill**.

Employee(s)

1. A person under a contract of service or apprenticeship with **You**.
2. A person hired or borrowed by **You** and under **Your** direct control and supervision but is under a contract of service or apprenticeship with another employer.
3. Persons under **Your** direct control and supervision being persons supplied by a labour master.
4. A self-employed person performing work of a kind ordinarily performed under a contract of service or apprenticeship with **You** whilst under **Your** direct control and supervision.
5. Work experience trainees.
6. Authorised volunteers whilst working for **You**.

Endorsement

A change to the terms or conditions of this insurance agreed by **Us** in writing.

Environmental Law

Any laws, including, but not limited to, statutes, regulations, subordinate legislation, common law, judgments, statutory guidance and all amendments thereto, (including for the avoidance of doubt any law or regulation in a Member State which implements the European Union Directive 2004/35/EC on environmental liability and all amendments thereto) governing **Your** liability with respect to in force at the time of an **Oil Spill** at the **Insured Location**.

Environmental Damage Clean Up Costs

The costs incurred with **Our** written approval to investigate, quantify, manage, monitor, treat, remove and dispose of contaminated **Land and or Water** following an **Oil Spill** from the **Oil Tank System** to the extent required by the **Regulatory Authority** under **Environmental Law**.

Excess

The amount of each and every claim that **You** must pay as stated in the **Schedule**.

Extended Reporting Period

A period of 90 days after the end of the **Policy Period** in which **You** can report a claim arising from an **Occurrence**. This period does not extend the **Policy Period**.

Insured Location

The location of the **Oil Tank System**, **Property** and **Plot of Land**, as specified in the **Schedule**.

Land or Water

Soil and/ or inland fresh waters and groundwater in, on, or under the **Plot of Land** at the **Insured Location**.

Maximum amount payable

The maximum **We** shall pay as stated in the **Schedule** in the event of an **Occurrence**.

Nominated Contractor

A contractor nominated by **Us**.

Nominated Environmental Consultant

An environmental consultant nominated by **Us**.

Occurrence

Any one loss or series of losses arising from the same originating event.

Oil

Refined petroleum products used solely for **Domestic** heating and cooking purposes.

OilCheck Inspection

A specific inspection of the **Oil Tank System** carried out prior to the **Cover Commencement Date** and thereafter annually by an **OilCheck Inspector**.

OilCheck Inspection Report

A report of the **OilCheck Inspection** by an **Oil Technician** detailing the condition of the **Oil Tank System** and any necessary remedial or maintenance work that is required to be carried out.

OilCheck Inspector

An individual or company that is currently registered with OFTEC (Oil Firing Technical Association) and that has been approved for inclusion on the HomeSpill OilCheck Inspection panel.

Oil Spill

The discharge, dispersal, release, escape, migration or seepage of **Oil** from the **Oil Tank System** all within the **Plot of Land** at the **Insured Location**.

Oil Storage Tank

A purpose built above ground level container to hold **Oil**.

Oil Tank System

The **Oil Storage Tank** and external supply pipework up to the external point of entry into the residence or outbuilding containing the boiler at the **Insured Location** used for **Domestic** heating and cooking purposes.

Oil Technician

An individual or company that is currently registered with OFTEC (Oil Firing Technical Association).

Plot of Land

The area of land surrounding the Property at the Insured Location within boundaries detailed in the Title Deeds, used for Domestic purposes.

Policy

This document which contains all the terms and conditions of this insurance.

Policy Period

The period of insurance as stated in the Schedule.

Property

The premises at the Insured Location comprising any residence, any other structures including but not limited to garages, swimming pools, tennis courts, outbuildings, greenhouses, sheds, roads, drives, paths, walls, gates, fences, terraces, patios and similar and any underground or above ground services that is not Land and or Water.

Regulatory Authority

The Environment Agency, a local authority, the Health and Safety Executive and any other government department, body, authority, inspectorate or agency (existing or to be formed) responsible for administering or enforcing **Environmental Law**.

Schedule

Part of the **Policy** which contains all the limits of indemnity.

Sub-limit

Our maximum liability under a specified section, clause or other part of this **Policy** and is the amount stated in the **schedule**.

Support Base

A structure for supporting an **Oil Tank** the construction of which complies with **Building Regulations**.

Terrorism

Any act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political, religious, ideological or similar purposes

Third Parties

Anyone other than **You**.

Third Party Liability

All sums that **You** may become legally liable to pay in respect of:

- a) **Bodily Injury** to any person other than **You**; or
- b) loss of or damage to property adjacent to, adjoining or in the vicinity of the **Plot of Land** not owned by **You**; or
- c) interference with or any easement, property right or legal interest relating to such property; or
- d) any costs incurred in remediating such property.

Title Deeds

The legal documents that are recognised in law as evidencing the rightful ownership of the **Property** and **Plot of Land** at the **Insured Location**.

Unoccupied

This is when the residence served by the **Oil Tank System** at the **Insured Location** is:

- Insufficiently furnished for normal occupation for more than 30 days; or
- Furnished, but not used to provide overnight accommodation for **You** for 60 consecutive days.

We, Us, Our

This means ProSight Syndicate 1110 @ Lloyd's, a syndicate managed by ProSight Specialty Managing Agency Limited. ProSight Specialty Managing Agency Limited (No. 624657) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. ProSight Specialty Managing Agency Limited is registered in England and Wales with their registered offices at Level 7, 1 Minster Court, Mincing Lane, London, EC3R 7AA

You, Your, Yourself

The person named in the **Schedule** including **Your** partner and all other members of **Your** household resident at the **Insured Location**.

Section A – Damage Cover

We will pay for:

1. Emergency Work

the costs incurred for a **Nominated Contractor** to visit the **Insured Location** and carry out **Emergency Work**.

2. Environmental Damage Clean Up Costs

- a) For a **Nominated Environmental Consultant** to advise **You** and **Us** on the **Oil Spill**
- b) For a **Nominated Contractor** to trace access and clean up contaminated **Land and/or Water**

3. Landscaping

the costs incurred to restore soft landscaping within the **Plot of Land** following an **Oil Spill** to a condition no better than prior to the **Oil Spill**;

4. Temporary heating equipment

the costs to provide temporary heating equipment for use within Your main residence at the **Insured Location** whilst the **Oil Tank System** is temporarily inoperative following an **Oil Spill**;

5. Additional Costs

the necessary additional costs incurred with **Our** written approval for Hotel or comparable accommodation, if a government or public authority prohibits **You** from living in **Your** main residence at the **Insured Location** following an **Oil Spill**;

as a direct result of an **Oil Spill** occurring on or after the **Cover Commencement Date** and notified to **Us** during the **Policy Period** or within the **Extended Reporting Period**.

What we do not cover:

We will not pay for:

1. Any losses from an **Oil Spill**:
 - a) that occurred or existed before the **Cover Commencement Date**;
 - b) resulting from **Your** deliberate actions;
 - c) caused whilst the residence served by the **Oil Tank System** at the **Insured Location** is **Unoccupied**;
 - d) caused by faulty design, materials or workmanship;
 - e) caused as a result of the remedial or maintenance work identified in the **OilCheck Inspection** not being carried out;
 - f) caused to or resulting from an Underground Oil Storage Tank;
 - g) resulting from a plastic single skin **Oil Storage Tank**;
 - h) resulting from any **Oil Storage Tank** in excess of fifteen (15) years old unless **We** have agreed otherwise in writing to **You**;
 - i) caused by any building works at the **Insured Location** involving or affecting the **Oil Tank System**;
 - j) resulting from an **Oil Storage Tank** that is not on a **Support Base**, except as otherwise advised to and agreed by **Us**;
 - k) resulting from the storage or discharge, dispersal, release, escape, migration or seepage of a liquid other than **Oil**;
 - l) resulting from a de-commissioned or abandoned **Oil Tank System**;
2. Any loss in respect of any business or profession, including growing agricultural or horticultural produce, or rearing livestock for profit at the **Insured Location**;
3. Loss, destruction or damage to **Property**, the **Oil Tank System** or the **Oil**;
4. Death, disease, illness or nervous shock to any, fish, bird, insect or animal;
5. Any loss damage, destruction or liability arising from pollution or contamination other than an Oil Spill;

6. Any indirect and or consequential economic or financial losses resulting from an Oil Spill other than as provided for in this Policy;
7. The amount of the **Excess**;
8. The repair or replacement of the Oil Tank System or any lost Oil;
9. Any work carried out not authorised by **Us**;
10. Any remedial costs following an **OilCheck Inspection**;
11. Any Third Party Liability.
12. Loss, damage or destruction caused by fire, unless such fire was caused by an **Oil Spill** covered by this **Policy**.

Section B – Contingent Third Party Liability Cover

What we cover

We agree to insure **You** up to the **Maximum amount payable** as stated in the **Schedule** in respect of **Claims** made during the **Policy Period** for **Third Party Liability** arising from an **Oil Spill** at the **Insured Location** but only when:

- a) **You** have no other insurance that is able to meet this liability; or
- b) when **You** have used all the cover or limit available under any other Insurance.

What we do not cover

We will not pay for:

1. the amount of the **Excess**;
2. any claim under this section which is not the subject of a claim under Section A at the same time;
3. any liability caused by or arising out of the actual, alleged or threatened inhalation, ingestion or contact with, exposure to, existence of or presence of any fungi or bacteria on or with or within a building or structure, including its contents;
4. liability arising in whole or in part, directly or indirectly out of asbestos, asbestos fibres;
5. any liability in connection with advice, design, formula, specification, inspection, certification or testing provided or performed for a fee on **Your** behalf;
6. **Your Bodily Injury**, or **Bodily Injury** sustained by any **Employee** arising out of and in the course of employment by **You**;
7. any **Third Party Liability** arising from an **Occurrence** happening prior to the **Cover Commencement Date**;
8. any indemnity recoverable from any other insurance contract.

The following exceptions apply to all sections of the Policy.

We will not pay for:

1. Any loss or damage or cost or expense of any nature directly or indirectly caused or occasioned by or happening through or in consequence of:
 - a) 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, military or usurped power, martial law;
 - b) confiscation or nationalisation or requisition or destruction of property by or under the order of any Government or public or local authority;
 - c) **Terrorism**;
 - d) or any action taken in controlling, preventing, suppressing or in any way relating to any of the event(s) described above.
6. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
7. any weapon of War, or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
8. any amount in excess of the **Maximum Amount Payable** shown in the **Schedule** or any applicable **Sub-Limit**.

If it is alleged by **Us** that any claim is not covered because of this exclusion, the burden of proving the contrary shall be upon **You**.

In the event that any part of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

2. fines, penalties, diminution of property values, aggravated damages, liquidated damages, punitive damages, exemplary damages or performance warranties or all indirect and or consequential loss of whatever nature;
3. any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity;
4. loss involving nuclear material under pre-determined circumstances, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
5. ionising radiations from or contamination by any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

