



# **Toledo Insurance Solutions**

## **Excess Layer Policy Wording**

**Version 2.0 Oct 2024**

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## Regulatory Disclosure

This insurance is administered by Toledo Insurance Solutions and underwritten by Accelerant Insurance UK Limited. Moorhouse Group Limited trading as Toledo Insurance Solutions is registered in the UK and authorised and regulated by the Financial Conduct Authority (FCA number 308035).

Accelerant Insurance UK Limited is registered in England and Wales with company number 03326800 and has its registered office at One Fleet Place, London, England, EC4M 7WS. Accelerant Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Reference number 207658).

## Definitions

A defined word or phrase is in **bold type** and has a specific meaning other words may be in capital letters these are also important words. Each time one of the words or phrases below appears in this **Policy** it shall have the same meaning wherever it appears unless an alternative definition is stated to apply. Each section of the **Policy** contains definitions which have a specific meaning, they must be read in conjunction with the General Definitions.

### Additional presentation of the risk

Any presentation of the risk that **You** make to **Us** in addition to the presentation of the risk that you make to the **Underlying Insurers**.

### Business

Your activities as stated in the **Schedule**

### Damage / Damaged

Physical loss of or destruction of material property.

### Injury

Bodily injury, death, disease, illness, physical and mental injury, anguish or nervous shock.

### Insurers

Accelerant Insurance Europe SA/NV UK Branch

### Occurrence

Any one loss or series of losses arising from one event.

### Period of Insurance

The period shown on the **Schedule** which time is taken as Greenwich Mean Time unless otherwise stated.

### Policy

The terms of this insurance including the **Schedule**, definitions, clauses, exceptions and conditions herein or as amended by endorsement.

### Primary Policy

The policy which provides the initial indemnity and which specifies the nature and extent of cover being granted to

**You** and which runs concurrently with this **Policy**.

**Schedule**

The **Schedule** of insured information attaching to and forming part of this **Policy**.

**Underlying Insurers**

The **Primary Policy** insurer and all insurers providing indemnity in excess of the **Primary Policy** insurers up to the **Underlying Limit of Indemnity** stated in the **Schedule**.

**Underlying Limit of Indemnity**

The total limit or limits of indemnity provided by the **Primary Policy** insurer and all insurers providing indemnity in excess of the **Primary Policy** insurer up to the **Underlying Limit of Indemnity** stated in the **Schedule**.

**Underlying Policies**

The **Primary Policy** and all policies providing indemnity in excess of the **Primary Policy** up to the **Underlying Limit of Indemnity** stated in the **Schedule**.

**We Us Our**

**Toledo Insurance Solutions** as Coverholders for the **Insurers** and the **Insurers**

**You or Yours**

The party or parties specified in the **Schedule**

## The Insurance Contract

This **Policy** is a contract of insurance between the party specified in the **Schedule** and the **Insurers**.

The **Policy** is arranged and administered by **Toledo Insurance Solutions** on behalf of the **Insurers** under contract reference **Accelerant Insurance Europe SA/NV UK Branch**. Wherever **Toledo Insurance Solutions** appears in this **Policy**, it shall be deemed to mean on behalf of the **Insurers**.

The following are elements for the contract of insurance between **You** and **Us**. Please read them carefully and if they require any amendments please return them to **Your** broker for correction. Keep the **Policy** safe in case **You** need to refer to it.

- Your **Policy**;
- The **Schedule**;
- Endorsements.

It is important that **You**:

check that the Sections **You** have requested are included in the **Schedule**;  
check that the information **You** have given **Us** is accurate;  
comply with **Your** duties under each Section and the insurance as a whole.

## The Agreement

In this contract of insurance, the **Insurers** syndicate numbers and proportions are shown in the table. The **Insurers** bind themselves severally and not jointly, that is, in the event of a loss, each of the **Insurers** and Executors and Administrators are liable only for the **Insurers** share of the **Insurers** syndicate's proportion of the risk.

**Toledo Insurance Solutions** and the **Insurers** are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. **Toledo Insurance Solutions** and the **Insurers** Firm Reference Numbers and other details can be found on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk)

Insurer	Proportion
Accelerant Insurance Europe SA/NV UK Branch	100%

Authorised Signatory

For and on behalf of Accelerant Insurance Europe SA/NV UK Branch

For and on behalf of Toledo Insurance Solutions on behalf of Accelerant Insurance Europe SA/NV UK Branch

Linda Haggett, Managing Director

This insurance is not operative unless the Policy Schedule is signed and dated by an authorised person and is attached to this policy wording

## Assignment

This **Policy** of insurance (including any benefits it confers provides) are not assignable to any third party without the express approval of **Us** confirmed in writing by **Us**.

## Change of control

In the event that **You** merge into or consolidates with or sells all or substantially all of its assets or shares to a third party

(whether a company, corporation or any other legal entity or person) or there is any acquisition of more than fifty percent (50%) of the voting share capital of **You** by a third party (whether a company, corporation or any other legal entity or person) **You** shall give written notice of such event prior to its execution. Upon receipt of such notice, **We** may at their absolute discretion agree to continuation of the policy of insurance, to be confirmed by way of a written endorsement to the policy. In the absence of such agreement and/or if notice is not forthcoming as required under this General Condition 12 – Change of control, the cover provided by this policy of insurance shall cease with immediate effect at the date of the change of control.

For the avoidance of doubt, **You** shall not be entitled to an indemnity in respect of any claims made under this policy of insurance where notification of the claim occurs after a change in control (as referred to in this General Condition 12 – Change of control) where the change of control was not reported to **Us** and approved in accordance with this General Condition 12.

### **Conformity**

In this **Policy** **You** will find that some items can be singular or plural, feminine or masculine. This clause is designed to correct this. 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 person’ will also include any individual, company, partnership, or any other legal entity. References to a statute law also includes all its amendments or replacements.

### **Contracts (Rights of Third Parties) Act 1999**

**You** and **Us** are the only parties to this contract and no other person has any rights 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.

#### **Fair Presentation of the Risk**

- a) **You** must make a fair presentation of the risk to **Us** at inception, renewal and variation of the **Policy** in accordance with the Insurance Act 2015
- b) **We** may avoid the **Policy** and refuse to pay any claims where any failure to make a fair presentation is:
  - i. deliberate or reckless; or
  - ii. of such other nature that, if **You** had made a fair presentation, **We** would not have issued the **Policy**. **We** will return the premium paid by **You** unless the failure to make a fair presentation is deliberate or reckless.
- c) If **We** would have issued the **Policy** on different terms had **You** made a fair presentation, **We** will not avoid the **Policy** (except where the failure is deliberate or reckless) but **We** may instead:
  - i. reduce proportionately the amount paid or payable on any claim, the proportion for which **We** are liable being calculated by comparing the premium actually charged as a percentage of the premium which **We** would have charged had **You** made a fair presentation; and/or
  - ii. treat the **Policy** as if it had included such additional terms (other than those requiring payment of premium) as **We** would have imposed had **You** made a fair presentation.

### **Fraudulent claims**

1. If **You** make a fraudulent claim under this **Policy**, **We**:
  - a. shall not be liable to pay the claim; and
  - b. may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
  - c. may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.
2. If **We** exercise **Our** rights under clause (1)(c) above:
  - a. **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
  - b. **We** need not return any of the premiums paid.

Nothing in this clause is intended to vary the position under the Insurance Act 2015.

## **International Sanctions, Export and Exchange Control Clause**

We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of the cover, payment of the claim or provision of the benefit would expose Us to any sanction, prohibition or restriction under United Nations, resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America and Australia.

## **Law and Jurisdiction**

**You** and **We** are free to choose the court jurisdiction applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance will be governed by the laws of England and Wales and the jurisdiction of the courts of England.

## **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.

## **Policy construction and disputes**

Any phrase or word in this **Policy** and the **Schedule** will be interpreted in accordance with the laws of England and Wales. The **Policy** and the **Schedule** shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.

Any dispute concerning the interpretation of the terms, Conditions or Exclusions contained herein is understood and agreed by both **You** and **Us** to be subject to the laws of England and Wales. Each party agrees to refer any such dispute to a mediator to be agreed between **You** and the **Us** within 14 working days of any dispute arising under the Policy. If a mediator is not agreed then either party may apply to the Centre for Effective Dispute Resolution ('CEDR') for the appointment of a mediator. The parties agree to share equally the costs of CEDR and of the mediator and that the reference of the dispute to mediation will be conducted in confidence.

**You** and **Us** agree to perform their respective continuing obligations under this Policy while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations. If any such dispute is not resolved by mediation or **You** and the **Us** cannot agree upon the appointment of a mediator or the form that the mediation will take the dispute will be submitted to the exclusive jurisdiction of any court of competent jurisdiction within England and Wales and each party agrees to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

## **Premium payment clause**

If the premium due under this Policy has not been so paid to **Us** by the 60th day from the inception of this Policy, (and, in respect of instalment premiums, by the date they are due), **We** shall have the right to cancel this Policy by notifying **You** via **Your** broker in writing. In the event of cancellation, premium is due to **Us** on a pro rata basis for the period that **We** are on risk but the full policy premium shall be payable to **Us** in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this **Policy**.

It is agreed that **We** shall give not less than 15 days prior notice of cancellation to **You** via **Your** broker. If premium due is paid in full to **Us** before the notice period expires, notice of cancellation shall automatically be revoked. If not,

this **Policy** shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

## Your Duties

You shall:

- a) take all precautions to prevent any **Occurrence** which may give rise to a valid claim under this Policy;
- b) take all precautions to comply with all statutory requirements and regulations imposed by any Authority;
- c) as a **Condition Precedent** to **Your** right to be indemnified under this **Policy**, **You** must not waive any **Subrogation** rights against a third party written or prior written consent;
- d) give **Us**, as soon as practicable, notice in writing of any **Occurrence** which may give rise to a valid claim under this **Policy**;
- e) **You** shall also, as a **Condition Precedent** to **Your** right to be indemnified under this insurance, immediately take all steps to prevent further **Damage** or **Injury** arising out of an **Occurrence** at his own expense, such expense shall not be recoverable hereunder.

### Information about Words with Special Meanings

#### Conditions Precedent

There are conditions within the **Policy** that are **Conditions Precedent** to **Our** liability.

**You** may find a **Condition Precedent** applies only to a particular **Policy** Section in which case it will be shown under that Section.

If **You** do not comply with any part of a **Condition Precedent**, **We** will not pay for any claim, except that where the condition precedent concerned:

- a) operates only in connection with particular premises or locations, **We** will pay for claims arising out of an event occurring at other premises or locations which are not specified in the condition;
- b) operates only at particular times, **We** will pay for any claim where **You** show on the balance of probabilities that its non-compliance with the **Condition Precedent** did not cause or contribute to the injury, loss, **Damage** or liability which occurred;
- c) would, if complied with, tend to reduce particular types of injury, loss, damage or liability, **We** will pay for any claim where **You** show on the balance of probabilities that its non-compliance with the **Condition Precedent** did not cause or contribute to the injury, loss, damage or liability which occurred.



## Excess Public and Products Liability

### Insuring Clause

**We** agree subject to the terms of this policy and to the limits of indemnity detailed in the schedule to indemnify **You** in accordance with the terms of the **Primary Policy** (which are incorporated herein) other than in respect of premium, limits of indemnity and any endorsements herein.

Provided always that:

- a) no liability shall attach to **Us** unless and until the **Underlying Insurers** have admitted liability and the full amount of the **Underlying Limit of Indemnity** after making deductions for all recoveries, salvages and other valid and collectable insurances has been exhausted
  
- b) all **Underlying Policies** shall be maintained in full effect during the currency of this policy except for any reduction(s) of the aggregate limits contained therein solely by payment of a claim or claims during the period of insurance

### Costs clause

If the **Underlying Policies** provide for costs and expenses to be payable in addition to the limits of indemnity **Our** liability for costs and expenses shall be limited to that proportion which the amount payable under this policy excluding such costs and expenses bears to the total sum payable under all contributing policies excluding such costs and expenses.

If the **Underlying Insurers** have invoked a right under their policies to pay the limits of indemnity thereunder and only be liable for costs and expenses for which they are responsible up to the time of such payment then **We** shall be liable for costs and expenses for which the **Underlying Insurers** would have been liable had they not invoked the right.

Provided always that the payment of such costs and expenses shall only be made with **Our** written consent.

### Limit of Indemnity

Where the limits of indemnity provided by the **Underlying Policies** is in respect of any one occurrence then the indemnity provided by this **Policy** shall not exceed the limits of indemnity in respect of any one occurrence in excess of the **Underlying Limit of Indemnity** stated in the **Schedule**.

Where the limits of indemnity provided by the **Underlying Policies** is in the aggregate in any one period of insurance then the limit of indemnity provided by this **Policy** shall be in the aggregate in respect of all claims during any one period of insurance in excess of the **Underlying Limit of Indemnity** stated in the **Schedule**.

### Step Down Clause

If the aggregate limits of the **Underlying Policies** are exhausted by reason of claims paid by **Underlying Insurers** or which they have been held liable to pay we shall:

- a) in the event of partial exhaustion pay the excess of the reduced **Underlying Limit of Indemnity**
- b) in the event of total exhaustion continue this policy in force as the underlying insurance subject to the terms, limitations, conditions and exclusions of the **Primary Policy** for the remainder of the period of insurance.

It is agreed that in the event of partial or total exhaustion of the **Underlying Policies** aggregate limits of indemnity by reason of a claim or claims outside the scope of the indemnity provided by this **Policy** then such claim or claims will not be deemed to have exhausted the aggregate limits of indemnity of the **Underlying Policies** for the purposes of this **Policy**.

Subject always to the limits of indemnity and terms contained herein or endorsed hereon.

## Exclusions

### Asbestos

The indemnity granted by this **Policy** shall not apply to or include any liability, loss, cost or expense directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or derivatives.

### Data protection

The indemnity granted by this **Policy** shall not apply to or include any liability arising under Regulation (EU) 2016/679 (General Data Protection Regulation) or Data Protection Act 2018.

### Inner limits of indemnity

Where the **Underlying Policies** contain an inner limit of indemnity which is less than the overall aggregate limits of indemnity this policy will not provide payment in excess of such inner limits of indemnity where they become exhausted by reason of claims payments.

### Cyber

The indemnity granted by this **Policy** shall not apply to or include any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from or in connection with your use of or reliance upon or work carried out upon or sale or supply of any computer hardware or related information technology or communication system, any computer software, internet, intranet, website or similar facility, system or network and/or any electronic data or related information.

Provided always that:

- a) this exclusion shall not apply in respect of all sums which **You** shall become legally liable to pay as compensation for:
  - i. physical bodily injury or disease
  - ii. physical loss of or physical damage to material property
  
- b) **Our** liability shall not exceed the **Limit of Indemnity** stated in the **Schedule** for any one **Occurrence** or all occurrences of a series arising out of one original cause and in the aggregate in any one **Period of Insurance** and will be the maximum **We** will pay 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**.

### Communicable Disease

Notwithstanding any provision to the contrary within this policy, within any endorsement to this policy or within any extension to this policy, this policy and its endorsements (if any) and its extensions (if any) exclude any loss, damage, liability, claim, cost or expense (whether such loss, damage, liability, claim, cost or expense has been suffered by an insured or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

- a) Coronaviruses; and
- b) Coronavirus disease (COVID-19); and
- c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); and
- d) any mutation of or variation of a), b) or c) above; and
- e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and
- f) any fear or anticipation of a), b), c), d) or e) above,

Regardless of any other cause or event contributing concurrently or in any other sequence thereto

## **PFAS (Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances) Absolute Exclusion**

It is hereby understood and agreed that, notwithstanding any provision of this contract, or any policy reinsured by this contract, to the contrary, this contract excludes and shall not cover PFAS losses, as defined herein.

This contract does not apply to:

- 1) any bodily injury, property damage, personal and advertising injury loss, liability, damage, compensation, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with the actual, alleged, or threatened contaminative, pathogenic, toxic or other hazardous properties of PFAS; and
- 2) any and all losses, costs and expenses resulting from any claim, litigation, dispute, arbitration, investigation or any other legal proceeding or dispute resolution in whole or in part directly or indirectly caused by, arising out of, resulting from, based upon or in any way related to, any of the following conducts, included but not limited to:
  - a) Actual, alleged or threatened inhalation of, ingestion of, consumption of, contact with, exposure to, existence of or presence of PFAS containing products or materials; or
  - b) Design, manufacturing, production, use, sale, installation, placing on the market, removal, distribution, handling, packaging, storage, marketing, processing of or any other similar business-related activity relating to PFAS-containing products or materials; or
  - c) Testing for, monitoring, cleaning up, abating, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of or in any way responding to, or assessing the effect(s) of PFAS-containing products or materials; or
  - d) Failure to report any PFAS-containing products or materials to authorities; or
  - e) Failure to warn of potential consequences arising from, or the inadequacy of any warning, relating to any of the conduct described in a) through d) above.

If the Reinsurer alleges that this exclusion applies to any claim under this reinsurance contract the burden of proving the contrary shall be upon the Reinsured.

### Definition

As used herein "PFAS" means:

Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances in any form, including but not limited to:

- a) any organic molecule, salt, free radical or ion, the composition of which includes at least one
  - i) perfluorinated methyl group (-CF<sub>3</sub>); or
  - ii) perfluorinated methylene group (-CF<sub>2</sub>-); or
- b) any breakdown of any organic molecule, salt, free radical or ion, the composition thereof; or
- c) any good, product or material that has the same or similar chemical formula or structure as such Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances; or
- d) its presence or use in any alloy, by-product, compound or other material or waste that includes or is derived from such compounds or substances

## Conditions

### Additional Presentation of the Risk

- a) At inception and renewal of this **Policy** and also whenever changes are made to it at **Your** request in respect of any **Additional Presentation of the Risk You** must:
  - i. disclose to **Us** all material facts in a clear and accessible manner; and
  - ii. not misrepresent any material facts.
  
- b) If **You** do not comply with clause a) of this condition **We** may:
  - i. avoid this **Policy** which means that **We** will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by **You** is proven by **Us** to be deliberate or reckless in which case **We** will not return the premium paid by **You**; and
  - ii. recover from **You** any amount we have already paid for any claims including costs or expenses **We** have incurred.
  
- c) If **You** do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this **Policy** may be affected in one or more of the following ways depending on what **We** would have done if we had known about the facts which **You** failed to disclose or misrepresented:
  - i. if **We** would not have provided **You** with any cover **We** will have the option to:
    - i. avoid the **Policy** which means that **We** will treat it as if it had never existed and repay the premium paid; and
    - ii. recover from **You** any amount **We** have already paid for any claims including costs or expenses **We** have incurred
  
  - ii. if **We** would have applied different terms to the cover **We** will have the option to treat this **Policy** as if those different terms apply. **We** may recover any payments made by **Us** on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
  
  - iii. if **We** would have charged you a higher premium for providing the cover **We** will charge **You** the additional premium which **You** must pay in full.
  
- d) This condition applies only to the **Additional Presentation of the Risk**. In respect of the presentation of risk **You** make to the **Underlying Insurers** and **Us** jointly the applicable law or any relevant clause set out in the **Underlying Insurer's** policy shall apply

### Alteration to the underlying policy(s) terms and conditions

No alteration to the terms and conditions of the underlying policies shall apply to this policy unless agreed by **Us**.

### Change in circumstances

**You** must notify **Us** as soon as possible during the **Period of Insurance** if there is any change in circumstances or to the material facts previously disclosed by **You** to **Us** or stated as material facts by **Us** to **You** which increases the risk

of accident, injury, loss, damage or liability.

Upon notification of any such change **We** will be entitled to vary the premium and terms for the rest of the **Period of Insurance**. If the changes make the risk unacceptable to **Us** then **We** are under no obligation to agree to make them and may no longer be able to provide **You** with cover.

If **You** do not notify **Us** of any such change **We** may exercise one or more of the options described in clauses c) i), ii) and iii) of condition 1 – Additional presentation of the risk but only with effect from the date of the change in circumstances or material facts.

#### **Claims notification**

When a claim is likely to exceed an amount greater than 50% of the **Underlying Limit of Indemnity** you shall give **Us** written notice with details thereof

#### **Failure of underlying insurance**

**We** shall not be liable for the failure of the **Underlying Insurers** to meet their commitments under the **Underlying Policies** due to their inability or refusal to pay any claim in the event of their insolvency or entering into liquidation or their affairs being subject to any scheme of administration or receivership approved by the court.

## 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 the day **You** receive the **Policy** or renewal documentation, whichever is the later.
- **We** will return the premium in full if cancellation occurs within the 14 day period.

If at the time of cancellation **We** are aware of any claims or incidents under **Your Policy** with **Us** whether paid or outstanding, then no refund of premium will be allowed.

If **You** wish to cancel **Your Policy** after cooling off period

- **You** can cancel the **Policy** at any time, during the first 14 days and the Cooling Off Period terms above apply.
- To cancel the **Policy** after the Cooling Off Period **You** will need to contact **Your** broker who arranged the insurance for **You**.
- And the premium section of the **Schedule** does not stipulate “100% minimum & deposit”, **You** are entitled to a return of premium which will be based upon the length of time remaining for the **Period of Insurance**, less a deduction for any administration costs in providing this insurance. The amount is shown in the **Schedule**.
- And the premium section of the **Schedule** stipulates “100% minimum & deposit”, then **You** will not be entitled to any return premium

Return premiums are subject to a signed declaration confirming that **You** are not aware of any claims or incidents that could rise to a claim

If at the time of cancellation **We** are aware of any claims or incidents under **Your Policy** with **Us** whether paid or outstanding, then no refund of premium will be allowed.

## Our Cancellation Rights

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

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

- non payment of premium in accordance the Premium Payment Clause;
- 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; or
- threatening or abusive behavior or the use of threatening or abusive language.

If this insurance is cancelled then, provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid unless the premium section of the **Schedule** stipulates “100% minimum & deposit”, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis.

The **Insurers** will either cancel the insurance by contacting **Your** broker who placed the cover for **You** or by sending **You** a letter to **Your** last known address.

## Fair Presentation of the Risk

- a) **You** must make a fair presentation of the risk to **Us** at inception, renewal and variation of the **Policy** in accordance with the Insurance Act 2015
- b) **We** may avoid the **Policy** and refuse to pay any claims where any failure to make a fair presentation is:
  - i. deliberate or reckless; or
  - ii. of such other nature that, if **You** had made a fair presentation, **We** would not have issued the **Policy**. **We** will return the premium paid by **You** unless the failure to make a fair presentation is deliberate or reckless.
- c) If **We** would have issued the **Policy** on different terms had **You** made a fair presentation, **We** will not avoid the **Policy** (except where the failure is deliberate or reckless) but **We** may instead:
  - i. reduce proportionately the amount paid or payable on any claim, the proportion for which **We** are liable being calculated by comparing the premium actually charged as a percentage of the premium which **We** would have charged had **You** made a fair presentation; and/or
  - ii. treat the **Policy** as if it had included such additional terms (other than those requiring payment of premium) as **We** would have imposed had **You** made a fair presentation.

## Claims Procedure

### Claims notification

When a claim is likely to exceed an amount greater than 50% of the **Underlying Limit of Indemnity** you shall give **Us** written notice with details thereof

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

### How to make a claim

Toledo Insurance Solutions use Kennedys Law LLP to take First Notifications of Loss and administer the ongoing claim with the respective insurer.

All claims and enquiries should be addressed to:

Kennedys Claims Handling Team c/o Moorhouse Group

Kennedys Law LLP

20 Fenchurch St

London EC3M 3BY

Telephone: 02920 849586

Email: [moorhouseclaims@kennedyslaw.com](mailto:moorhouseclaims@kennedyslaw.com)

Alternatively, if **you** prefer, please contact Toledo Insurance Solutions or your Broker.

To enable **your** claim to be dealt with quickly, Kennedys Law LLP will require **you** to provide them with assistance and evidence that they require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

- **Your** name, address, and telephone numbers
- Policy / Certificate number
- The date of the incident
- Police details / Crime Reference number where applicable
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

Following notification

- provide Kennedy's Law LLP any other required information;
- forward to Kennedy's Law LLP as soon as practicable, any letter, claim, writ, summons or other legal document You receive if a claim for liability is made against You;
- inform the Police as soon as practicable following any loss caused by malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property;
- not admit liability or offer or agree to settle any claim without Our written permission;
- take all care to limit any loss, Damage or Injury;
- provide Us with evidence of value or age (or both) if We require;
- retain ownership of Your property at all times. We will not take ownership of, or accept liability for, any of Your property unless We agree with You in writing in advance to do so;
- carry out any necessary measures to reduce the loss, it is Your responsibility to prove Your loss and retain receipts, photographs and guarantees where practicable.



## How We deal with Your claim:

### Basis of Settlement

Some Sections of the **Policy** contain the Basis of Settlement that will apply to that particular Section. These will tell **You** how **We** settle any claim. **You** shall not be entitled to abandon any property to **Us**.

### Consent

No admission, offer, promise, payment or indemnity shall be made or given by or on **Our** behalf without **Our** written consent. **You** shall give such assistance in dealing with claims and the conduct of legal proceedings arising therefrom, as **We** or **Our** chosen legal advisers and consultants may reasonably require.

### Defence of claims

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

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

### Fraudulent claims

1. If **You** make a fraudulent claim under this **Policy**, **We**:

- shall not be liable to pay the claim; and
- may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

2. If **We** exercise **Our** rights under clause (1)(c) above:

- **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- **We** need not return any of the premiums paid.

**Nothing in this clause is intended to vary the position under the Insurance Act 2015.**

### Other ways We might deal with Your claim

Some Sections may have other details about claims for example: reporting, basis of settlement. **You** must read them carefully in case there are conditions that **You** must adhere to.

### 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 is insured under this **Policy** could also be insured under another policy that **You** have. If it is insured under two or more policies **We** will either pay the full claim and claim half of this back from **Your** other insurance policy. Alternatively, **We** will pay only half of the claim and **You** can claim the other half back from **Your** other insurance policy.

### Our Rights after a claim

Upon the happening or discovery of any occurrence **We** may enter and take possession of or require **You** to deliver to **Us** the property insured which **We** will deal with in a manner without incurring liability or reducing **Our** rights.

**We** will not pay for damage if **You** or anyone acting on **Your** behalf does not comply with **Our** requirements or hinders

or obstructs **Us**.

**We** shall have the right at any time to take full control of the investigation, adjustment and settlement of any claim notified and

**We** may appoint any other person or persons to act on **Our** behalf for such purpose and any settlement agreed either before or after indemnification.

#### **Subrogation**

If **We** become liable for any payment for a loss, **We** shall be subrogated to the extent of such payment to all the rights and remedies of **Yours** against any party for such loss and **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.

#### **Arbitration**

If there is a dispute between **You** and **Us** this can be settled independently. If a dispute goes to arbitration it is settled by an independent referee who is referred to an Arbitrator who is appointed by **You** and **Us** in accordance with the Statutory provisions being in force at that time. This avoids having to use the courts to settle the dispute. Going to arbitration does not affect **Your** statutory rights.

## Complaints

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times. If you feel that we have not offered you a first class service please write and tell us and we will do our best to resolve the problem

If you have any questions or concerns about your policy you should in the first instance contact

Compliance Officer  
Toledo Insurance Solutions  
Barlcaj House  
Pontygwindy Road  
Caerphilly  
CF83 3HU

Telephone: 02920 849556  
Email [complaints@ToledoIS.co.uk](mailto:complaints@ToledoIS.co.uk)

If you wish to make a complaint about your claim you can do so at any time by contacting:

Complaints Officer  
Kennedys Claims Handling Team c/o Moorhouse Group  
Kennedys Law LLP  
20 Fenchurch St  
London EC3M 3BY  
Telephone: 02920 849586  
Email: [moorhouseclaims@kennedyslaw.com](mailto:moorhouseclaims@kennedyslaw.com)

### **The Financial Ombudsman Service (FOS)**

Should you be dissatisfied with the way in which your complaint has been handled, the outcome of your complaint or you have not received a final response to your complaint within eight (8) weeks, you may have the right to refer your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. Contacting the Financial Ombudsman Service does not affect your right to take legal action.

The FOS's contact details are as follows:

Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Telephone: +44 (0)800 023 4567  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**Please note you will need to refer your complaints to the Financial Ombudsman Service within six (6) months of receiving our final response.**

### **The Financial Services Compensation Team**

Accelerant Insurance UK Limited is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Financial Services Compensation Scheme in the unlikely event that Accelerant Insurance UK Limited is unable to meet its obligations to You under Your policy. This will depend on the type of insurance and the circumstances of the claim. The service provided by the Financial Services Compensation Scheme is free and impartial.

Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk)

## Data Protection Notice

Toledo Insurance Solutions respects your right to privacy. In our Privacy Policy (available at <https://ToledoIS.co.uk/privacy-notice> we explain who we are, how we collect, share and use personal information about you, and how you can exercise your privacy rights. If you have any questions or concerns about our use of your personal information, then please contact via email to [compliance@ToledoIS.co.uk](mailto:compliance@ToledoIS.co.uk) or in writing to The Data Protection Officer, Toledo Insurance Solutions, Barclay House, 2-3 Sir Alfred Owen Way, Caerphilly, CF83 3HU

We may collect your personal information such as name, email address, postal address, telephone number, gender and date of birth. We need the personal information to enter into and perform a contract with you. We retain personal information we collect from you where we have an ongoing legitimate business need to do so (please note that reference to “you” or “your” herein encompasses non-exhaustively “you, your company, employees and / or customers”).

We may disclose your personal information to:

- our **group companies**;
- **third party services providers and partners** who provide data processing services to us or who otherwise process personal information for purposes that are described in our Privacy Policy or notified to you when we collect your personal information;
- any **competent law enforcement body, regulatory, government agency, court or other third party** where we believe disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend our legal rights, or (iii) to protect your interests or those of any other person;
- a **potential buyer** (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of our business, provided that we inform the buyer it must use your personal information only for the purposes disclosed in our Privacy Policy; or
- any **other person with your consent** to the disclosure.

Your personal information may be transferred to, and processed in, countries other than the country in which you are resident. These countries may have data protection laws that are different to the laws of your country. We transfer data within the Toledo Insurance Solutions group of companies by virtue of our Intra Group Data Transfer Agreement, which includes Standard Contractual Clauses.

We use appropriate technical and organisational measures to protect the personal information that we collect and process about you. The measures we use are designed to provide a level of security appropriate to the risk of processing your personal information.

You are entitled to know what data is held on you and to make what is referred to as a **Data Subject Access Request ('DSAR')**. You are also entitled to request that your data be **corrected** in order that we hold accurate records. In certain circumstances, you have other data protection rights such as that of **requesting deletion, objecting to processing, restricting processing** and in some cases **requesting portability**. Further information on your rights is included in our Privacy Policy.

You can **opt-out of marketing communications** we send you at any time. You can exercise this right by clicking on the “unsubscribe” or “opt-out” link in the marketing e-mails we send you. Similarly, if we have collected and processed your personal information with your consent, then you can **withdraw your consent** at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal information conducted in reliance on lawful processing grounds other than consent. You have the **right to complain to a data protection authority** about our collection and use of your personal information.