Design & Construct
Professional Indemnity

Insurance policy

PREMCO
underwriting

Contents

You must read this policy together with **your** current **schedule** which gives precise details of the cover.

Customer service information		**GEN**	**2 - 5**
Legislation		**GEN**	**6**
General definitions		**GEN**	**7 - 9**
General conditions		**GEN**	**10 - 12**
General exclusions		**GEN**	**13 - 14**
How to make a claim		**GEN**	**15**
Claims conditions		**GEN**	**16**
How to make a complaint		**GEN**	**17**
How to cancel your policy		**GEN**	**18**
Section 1 - Professional indemnity	(only if shown as Insured in the **schedule**)	**PII**	**1 - 6**
Section 2 – Directors' and officers' liability	(only if shown as Insured in the **schedule**)	**DO**	**1 - 6**
Section 3 – Legal expenses	(only if shown as Insured in the **schedule**)	**LEI**	**1 - 8**

Customer service information

The insurance cover provided by this insurance policy is issued in accordance with the authorisation certain **underwriters** at **Lloyd's** and other Association of British Insurers member insurance companies have granted to Premco Underwriting under the terms of the contract(s), referenced in the **schedule**, between Premco Underwriting and the participating syndicate(s). This contract makes Premco Underwriting agent of the participating syndicate(s) and gives them the authority to perform certain acts on its behalf but does not affect **your** rights to claim or make a complaint. The participating insurance company and/or syndicate names are detailed below and on **your schedule**.

About the Insurer(s)
The insurer(s) are referred to throughout this document in the first person as **We**, **Us** and **Our** and the insured(s) are referred to in the second person as **You**, **Your** and **Yours**

Section 1-2 are underwritten by W. R. Berkley Syndicate 1967 at **Lloyd's**.
Section 8 is underwritten by Financial & Legal Insurance Company Ltd

W. R. Berkley Syndicate Management Ltd is the managing agent of W. R. Berkley Syndicate 1967 at **Lloyd's** and subject to the supervision of the Society of Lloyd's. W. R. Berkley Syndicate Management Ltd is authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority (Firm reference number 568355). W. R. Berkley Syndicate Management Ltd is registered at 14th Floor, 52 Lime Street, London, EC3M 7AF (Company Number 07712472).

Financial & Legal Insurance Company Ltd is authorised and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority (Firm reference number 202915). Financial & Legal Insurance Company Ltd is registered at 1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW (Company number 03034220).
Registered Office: 1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW.

About the Coverholder
This policy is a contract of insurance between **you** and **us. Your** policy has been underwritten on **our** behalf by Premco Underwriting.

Premco Underwriting is a trading style of Premier Commercial Ltd which is registered in Scotland, registration number 160330.
Registered address: Stanhope House, 12 Stanhope Place, Edinburgh EH12 5HH. Premco Underwriting is authorised and regulated by the Financial Conduct Authority. FCA Registration Number 303287 and **you** can check this information is accurate on the Financial Services Register which is available to view online at https://register.fca.org.uk.
This contract makes Premco Underwriting **our** agent and gives them the authority to perform certain acts on **our** behalf but does not affect **your** rights to claim or make a complaint.

Enquiries
If **you** have a general enquiry regarding **your** policy please contact **your** insurance agent in the first instance, the name of **your** insurance agent is detailed in the **schedule** issued with this policy. **You** can contact Premco Underwriting by calling us on 0330 165 2000 or by emailing info@premco.co.uk.

Things you must do
There are conditions contained in this policy which are conditions precedent to **our** liability to **you** to pay a claim intimated by **you** under the cover provided by this policy. If **you** breach any of these conditions **we** can deny **your** claim or reduce the amount **we** will pay to **you** if **your** non-compliance has had a material effect on the claim.

Financial Services Compensation Scheme
We are covered by the Financial Services Compensation Scheme. **You** could be entitled to compensation from the scheme if **we** cannot pay a claim to **you** under this policy. If **you** are entitled to compensation under the scheme, how much compensation **you** would receive would depend on the nature of this policy. **You** can get more information about the scheme from the Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY and on their website at www.fscs.org.uk.

Conformity
When **you** read the 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 includes 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.

Customer service information

Several Liability Clause
The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that underwrites this contract. The proportion of liability under this contract underwritten by an insurer (or, in the case of a **Lloyd's** syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract. In the case of a **Lloyd's** syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that underwrites this contract. The business address of each member is **Lloyd's**, One Lime Street, London EC3M 7HA. The identity of each member of a **Lloyd's** syndicate and their respective proportion can be obtained by writing to Market Services, **Lloyd's**, at the above address. Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this must be read as a reference to contracts in the plural.

Customer service information

This Introduction, the Customer service information, the General definitions, General conditions, General exclusions, Sections, Section extensions, the **schedule** and any endorsements all form part of this insurance policy.

IMPORTANT REMINDER

It is important that:

- **You** check that the information **you** have given **us** is accurate and up to date – See the Customer service information section for more details.
- **You** read the policy and understand its contents, if **you** do not understand any aspect please contact **your** insurance advisor.
- **You** comply with **your** duties under each section and under the insurance as a whole.
- **You** check that the sections **you** have requested are included in the **schedule.**

This policy must be kept in a safe place. **You** will need to refer to it if **you** have to make a claim.

This section contains important information about how **we** will deal with claims under this policy and the information **you** have given us.

Information you have given us
In deciding to accept this policy and in setting the terms and premium, **we** have relied on the information **you**, or **your** appointed agent acting on **your** behalf, have given **us**. **You** must take care when answering any questions, **we** ask by ensuring 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 **your** policy as if it never existed and decline all claims. **We** are entitled to keep any premium already paid by **you** in this situation.

If **we** establish that **you** provided **us** with false, incomplete, or misleading information, but this was neither deliberate nor reckless, it can adversely affect **your** policy and any claim.

For example:

- Where **we** could have accepted the risk and offered **you** an insurance policy, but **we** would have charged a higher premium, **we** will only pay a percentage of any claim that **you** make under the policy. **We** would do this by considering the premium **we** charged as a percentage of the higher premium **we** would have charged and then paying **you** the equivalent percentage of any claim.

  So, as an example: if the premium **we** actually charged was £250 two hundred and fifty pounds) and the higher premium **we** would have charged was £1,000 (one thousand pounds), then the premium **we** actually charged represents twenty five percent of the higher premium **we** would have charged, and **we** will only pay 25% (twenty five percent) of any claim.

- **We** will treat this policy as if it had never existed and refuse to pay all claims and return the premium. **We** will only do this if the false, incomplete, or misleading information means that **we** provided **you** with insurance cover when **we** would not otherwise have offered it at all had the risk been fairly presented.

- If **we** would have written the risk on different terms had it been fairly presented, **we** will amend the policy to include these terms. **We** will apply these amended terms as if they were already in place before a claim is made.

- **We** can cancel **your** policy in accordance with its cancellation provisions.

We will write to **you** if **we**:

- intend to treat **your** policy as if it never existed; or
- amend the terms of **your** policy; or
- reduce **your** claim in accordance with the above.

If **you** become aware that information **you** have given **us** is inaccurate or incomplete, **you** must inform **us** without delay.

Customer service information

Data Protection
We act as the **Data** Controller. How **we** use and look after the personal information is set out below.

Information can be used by **us**, the coverholder, agents and service providers for the purposes of insurance administration, underwriting, claims handling or for statistical purposes. The lawful basis for the processing is that it is necessary for **us** to process **your** personal information to enable the performance of the insurance contract, to administer **your** policy of insurance and/or handle any insurance claim **you** submit to **us** under this policy. The processing of **your** personal **data** could also be necessary to comply with any legal obligation **we** have and to protect **your** interest during the course of any claim.

What we process and share
The personal **data you** have provided, **we** have collected from **you**, or **we** have received from third parties include **your**:

1. name; date of birth, residential address and address history.
2. contact details such as email address and telephone numbers.
3. financial and employment details.
4. identifiers assigned to **your** computer or other internet connected device including **your** internet protocol (IP) address.
5. health or criminal conviction information.
6. vehicle or household details.
7. any information which **you** have provided in support of **your** insurance claim.

We receive information about **you** from the following sources:

- **your** insurance broker.
- from third parties such as credit reference agencies and fraud prevention agencies.
- from insurers, claims handling agents, witnesses, the Police (in regard to incidents) and solicitors
- directly from **you**.

You acknowledge that **we** if requested **we** can be required as a matter of law or regulation to disclose Personal **Data** provided to **us** to a Court of law or regulatory body such as the Prudential Regulatory Authority, the Financial Conduct Authority, **Lloyd's** of London, the Employers' Liability Tracing Office or any other public body or authority of competent jurisdiction and **you** consent to any such disclosure.

We will not pass **your** information to any third parties except to enable **us** to process **your** claim, prevent fraud and comply with legal and regulatory requirements. In which case **we** will need to need to share **your** information with the following third parties:

- solicitors or other claims handling agents appointed by **us** or by **you**
- **underwriters** and reinsurers
- fraud and crime prevention agencies, including the Police
- other suppliers carrying out a service on **our**, or **your** behalf.

We will not use **your** information for marketing further products or services to **you** or pass **your** information on to any other organisation or person for sales and marketing purposes without **your** consent.

Data Retention
We will hold **your** details for up to seven years after the expiry of **your** policy, complaint and/or claims settlement.

Your rights
Your personal **data** is protected by legal rights, which include **your** rights to:

- object to **our** processing of **your** personal **data**.
- request that **your** personal **data** is erased or corrected.
- request access to **your** personal **data** and date portability.
- complain to the Information Commissioner's Office, which regulates the processing of personal **data**.

You can request to see what **data we** hold about **you**, there is no charge for this service.

If **you** have any questions about **our** privacy policy or the information **we** hold about **you** please contact Premco Underwriting by telephone on 0330 165 2000 or by writing to Premco at Stanhope House, 12 Stanhope Place, Edinburgh EH12 5HH or by emailing info@premco.co.uk.

Headings
The section headings used in this policy are for reference purposes only and will not affect the meaning or interpretation of the policy.

General definitions

The following definitions apply in all sections of this policy unless otherwise stated. Each time one of the words below is used it will have the same meaning wherever it appears in the policy, ***schedule****, endorsements or conditions. To help identify these words they will appear in* ***bold*** *in the policy wording.*

Business
The **business** activities as described in the **schedule** and which includes

1. the ownership repair and maintenance of **your** own **property;**
2. the provision and management of canteen social sports and welfare activities for the benefit of **you** or **your employees**
3. the provision and management of first aid fire security and ambulance services
4. the performance of private duties carried out by **your employees** with **your** written consent for any director partner or senior official of **yours**

and no other **business** for the purposes of this insurance.

Communicable disease
Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation of a virus, bacterium, parasite, or other organism, whether deemed living or not, and
2. 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
3. the disease, 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** insured hereunder.

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 smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system and including any associated input, output, **data** storage device, networking equipment or back up facility.

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
Means
1. 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
2. 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**.

Cyber loss
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 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**.

Damage
Physical loss, destruction of or damage to the **property** insured.

Data
Facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical **data processing** or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of such equipment.

Data processing
Any computer or **data processing** equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

Data processing media valuation
Notwithstanding any provision to the contrary within the policy or any endorsement thereto, it is understood and agreed as follows:

Data processing media insured by this policy suffering physical loss or **damage** insured by this policy, then the basis of valuation will be the cost of the blank media plus the costs of copying the **data** from back-up or from originals of a previous generation. These costs will not include research and engineering or any costs of recreating, gathering or assembling such **data**. If the media is not repaired, replaced or restored the bases of valuation will be the cost of the blank media. However this policy does not insure any amount reflecting the value of such **data** to the Assured or any other party, even if such **data** cannot be recreated, gathered or assembled.

ELTO
The Employers' Liability Tracing Office or any successor body or bodies to it.

General definitions

Employee
Any person who is

1. under a contract of service or apprenticeship with **you**;
2. a labour master or supplied by a labour master;
3. employed by labour only sub-contractors;
4. self-employed and working for **you** and under **your** control;
5. hired to or borrowed by **you**;
6. supplied to **you** for the purposes of study, work or training experience;
7. a prospective employee who is undergoing practical work experience whilst being assessed by **you** as to his or her suitability for employment;
8. a voluntary helper while working under **your** supervision and control in connection with the **business**;
9. an outworker or homeworker employed under a contract to personally carry out any work in connection with the **business** while they are engaged in that work;

whilst working for **you** in the course of the **business**.

Employees Tools
Personal tools and effects the property of the Insured's employees other than motor vehicles precious metals precious stones or articles made therefrom or money.

Excess
This is the first part of any claim that **you** will have to pay after the application of all other terms and conditions of the insurance including average (General condition 7).

FCA
The Financial Conduct Authority or any successor body or bodies to it.

Goods
Any **goods** or products (including containers labelling instructions or advice provided in connection therewith) manufactured sold supplied erected repaired altered treated transported serviced or installed by **you** in the course of the **business**.

Injury
Bodily injury death illness disease or shock causing bodily injury.

Lloyd's
Lloyd's of London or any successor body or bodies to it.

Money
Cash, bank and currency notes, postal and money orders, bankers' drafts, cheques, giro cheques, giro drafts, national giro payment orders, travellers cheques, crossed warrants, bills of exchange, securities for money, postage revenue, current postage stamps and unused postal franking machine units, national insurance and holiday with pay stamps, stamped national insurance and holiday with pay cards, national savings certificates, national savings stamps, saving stamps, war bonds, premium savings bonds, franking machine impressions, credit company sales vouchers, luncheon vouchers, trading stamps, VAT invoices, travel vouchers, travel tickets, airline tickets, uncrossed dividend warrants, consumer redemption vouchers, gift tokens, certificates of deposit and credit cards.

Offshore
From the moment in time that an **employee** embarks onto any conveyance at the point of final departure on land to any offshore installation until the moment in time that an **employee** disembarks from any conveyance onto land upon their return from any offshore installation.

Period of insurance

The period from the effective date shown in the **schedule** until the expiry date shown in the **schedule** both dates based upon Greenwich Mean Time and inclusive. This includes any subsequent period for which **we** accept payment for renewal of this policy.

Pollution
Pollution or contamination by naturally occurring or man-made substances, forces, organisms or any combination of them whether permanent or transitory and all loss, **damage** or **injury**, directly or indirectly caused by such pollution or contamination.

PRA
The Prudential Regulation Authority or any successor body or bodies to it.

Premises
the premises stated in the **schedule**.

Property
Material property.

Schedule
The **schedule** of insurance which attaches to this policy.

General definitions

Terrorism
Any act whether involving violence or the use of force or not or the threat or the preparation thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which is designed to or does intimidate or influence a de jure or de facto government or governmental organisation or the public or a section of the public or disrupt any segment of the economy and from its nature or context is done in connection with political social religious ideological or similar causes and objectives.

Unoccupied
Any building or part of any building which is unoccupied or not in use by **you** or any tenant of **you** for more than thirty consecutive days.

Underwriters
The synicates and insurance companies named in **your** insurance schedule.

War
War is a phenomenon of organized collective violence that affects either the relations between two or more societies or the power relations within a society including absolute war, instrumental war, and agonistic fighting.

We/us/our
The syndicates and insurance companies named in **your** insurance schedule.

You/your/yours
The person or persons or corporate body named in the **schedule** and includes

1. any subsidiary company which is named in the policy **schedule** operating in or from **premises** in Great Britain, Northern Ireland the Channel Islands or the Isle of Man;
2. at **your** written request
   - 2.1. any director or **employee** of **yours** while acting on behalf of or in the course of his employment or engagement by **you** in respect of liability for which **you** would have been entitled to insurance under this policy if the claim against any such person had been made against **you;**
   - 2.2. any officer member or **employee** of **yours,** social sports or welfare organisation or fire first aid or ambulance service in his respective capacity as such;
   - 2.3. any director partner or senior official of **yours** in respect of private work conducted by any **employee** of **you** for any such person with **your** the consent;
3. in the event of **your** death **your** personal representatives in respect of liability incurred by **you** provided that such person must, as though he were **you,** observe fulfil and be subject to the terms exceptions conditions and endorsements of this insurance as far as they can apply.

General conditions

The following are conditions of the insurance that **you** need to meet as **your** part of this contract to which this endorsement attaches. If **you** do not meet any of these conditions and that either causes a claim or contributes to a claim, **we** can reject that claim or payment in respect of that claim could be reduced. In addition to these general conditions which apply to all sections there are additional conditions which are applicable to specific sections of this insurance which will appear in this document or in your Insurance Document:

1. **Fair presentation of the risk**
   - 1.1. **You** must make a fair presentation of the risk to **us** at inception, renewal and variation of the policy.
   - 1.2. **We** can avoid the policy and refuse to pay any claims where any failure to make a fair presentation is:
     - 1.2.1. 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.
     - 1.2.2. 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** will instead
       - 1.2.2.1. 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
       - 1.2.2.2. 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.

2. **Maximum sums payable**
   At any time at **our** sole discretion **we** can pay to **you** the maximum sum payable under this policy or any lesser sums for which any claim or claims can be settled. If **we** do this, **we** will not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment, this is that in the event of a claim such costs and expenses will not exceed an amount being in the same proportion as **our** payment to **you** bears to the total payment made by **you** or on **your** behalf in settlement of the claim or claims.

3. **Conditions precedent**
   There are conditions contained within the policy that are conditions precedent to **our** liability. If a condition precedent applies only to a particular section 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:
   - 3.1. 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.
   - 3.2. 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.
   - 3.3. 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 non-compliance with the condition precedent did not cause or contribute to the injury, loss, damage or liability which occurred.

4. **Care and prevention**
   It is a condition of this insurance that **you** take all care to prevent accidents and to maintain and keep in proper repair **your premises**, plant and everything used in the **business**. **You** must make good or remedy any defect or danger which becomes apparent, and take such additional precautions as the circumstances could require. **You** must also take all care to act in accordance with all statutory obligations and regulations and to employ only competent **employees**. If **you** do not do so **we** will reject or be unable to deal with **your** claim or be unable to pay **your** claim in full.

   You will at your own expense
   - 4.1. take all reasonable precautions to prevent or reduce damage;
   - 4.2. cease any activity which could give rise to liability under this policy;
   - 4.3. maintain all buildings, furnishings, ways, works machinery, caravans and vehicles in sound condition;
   - 4.4. exercise care in the selection and supervision of employees;
   - 4.5. remedy any defect or danger as soon as possible after discovery and in the meantime take such additional precautions as the circumstances could require; and
   - 4.6. comply with all statutory requirements and other safety regulations imposed by any authority.

5. **Cancellation**
   We can cancel this insurance by giving **you** fourteen 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; or
   - threatening or abusive behaviour 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, subject to a deduction for any time for which **you** have been covered. This will be 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, subject to a deduction for any commission paid to **your** insurance broker. If **we** have paid any claim, or part of any claim, or a payment is pending to **you** in respect of a claim then no refund of premium will be given.

General conditions

6. **Other insurance**
If at the time of any claim there is, or but for the existence of this policy would be, any other insurance in favour of or purchased by **you** or on **your** behalf, applicable to such claim, **we** will not be liable under this policy to pay **you** in respect of such a claim except beyond the amount which would be payable under such other insurance had this policy not been purchased.

7. **Average**
If at the time of any **damage** the sum insured on any item of the **property** insured or **consequential loss** is less than the total value of such **property**, **you** will be considered as being **your** own insurer for the difference and **you** will bear a rateable share of the loss accordingly.

8. **Insolvency**
This insurance will be cancelled if
8.1. the **business** is wound up, carried on by a liquidator or administrator, or permanently discontinued; or
8.2. **your** interest ceases otherwise than by death

at any time after the commencement of this insurance unless **we** agree it can continue.

9. **Survey and Risk Improvement Requirements**
It is a condition of this insurance that **you** permit **us** to survey **your premises** and business operations and that **you** will comply and continue to comply with all risk improvement requirements that have been notified to **you** and agreed to by **you** or on **your** behalf. If **you** do not do so **we** will reject, or be unable to deal with, **your** claim, or be unable to pay **your** claim in full.

10. **Changes in circumstances**
You must, without delay, give notice in writing of any change in the information **you** provided **us** with. If **you** do not do so **we** can reject, or be unable to deal with, **your** claim or be unable to pay **your** claim in full.

11. **Governing law**
The laws of England and Wales will apply to this policy and any attached endorsements unless **we** agree otherwise with **you** in writing before issuing the policy. Any disputes arising under this policy will be subject to the exclusive jurisdiction of the English Courts.

12. **Contract (Rights of Third Parties) Act 1999**
A person who is not a party to this contract has no right under the Contract (Rights of Third Parties) Act 1999 (as amended or replaced from time to time) 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.

13. **Several liability**
Our obligations under this policy are several and not joint and are limited solely to the extent of **our** individual subscription. **We** are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation.

14. **Premium adjustment**
If the premium payable under this policy is designated as provisional and has been calculated on estimates given by you. The premium is subject to adjustment upon disclosure of the actual values for the period of insurance in respect of the following;

14.1. revenue;
14.2. wageroll;
14.3. turnover;

the actual premium will be calculated at the rates applicable on the amounts declared and if the actual premium differs from the provisional premium you will pay the difference upon expiry of the period of insurance or we will refund the difference subject to renewal of this insurance and a minimum retention of any minimum premium payable referred to in the schedule or 75% of the provisional premium whichever is the greater.

You must keep an accurate record of all relevant particulars which will be available to us for inspection and within a reasonable time after the end of each period of insurance, you must supply to us an accurate statement in the form required so that the premium for that period can be calculated and the difference paid by or returned to you.

If you do not supply such a statement within a reasonable time after the end of the period of insurance, we will be entitled to charge an additional premium in respect of that period of insurance equivalent to 20% of the provisional premium. If any balance of premium remain unpaid we will adjust the period of insurance to reflect the amount paid.

In the event of a default, the cancellation will be effective from the day the finance house advises us of the default.

General conditions

15. **Excess**
We will not be liable for the amount of the **excess** stated in the **schedule** in respect of each and every loss calculated after the application of all other terms and conditions of this policy.

16. **Identification**
The policy, **schedule**, certificates and appendices are to be read together as one contract. Any word or expression to which a specific meaning has been given in any part of the policy, **schedule** or sections will have the same meaning wherever it appears unless **we** state otherwise.

17. **Instalments**
If **you** are paying the premium through a loan taken out with a finance house and **we** cancel the policy due to non-payment of an instalment or any other reason, any refund of premium will be made directly to the finance house.

In the event of a default, the cancellation will be effective from the day the finance house advises **us** of the default.

18. **Tax**
You will pay any tax due on the premium in accordance with current legislation.

19. **Unoccupied premises**
We must be notified in writing immediately of any **unoccupied** building or **unoccupied** portion of a building insured that becomes occupied or any occupied building which becomes **unoccupied** or partially **unoccupied**. An additional premium and terms will be applied if required.

20. **Security of unoccupied premises**
It is a condition of this insurance that you ensure in respect of **premises unoccupied** for more than 30 days the following conditions are complied with unless otherwise agreed by **us** in writing
    20.1. all gas, water and electricity mains supplies will be kept disconnected (except those supplies required to maintain automatic sprinkler installations, lighting or alarm systems which are to remain in operation for security or fire protection purposes); and
    20.2. all water tanks, apparatus, pipes and heating other than those connected to automatic sprinkler systems must be drained down; and
    20.3. all reasonable precautions are taken to ensure that the buildings are secure against entry by intruders including
        20.3.1. securely locking and fastening all doors and windows; and
        20.3.2. any letter boxes being sealed; and
        20.3.3. setting all security and alarm protections in full operation and ensuring that the protections are in proper working order; and
    20.4. all waste refuse and other disused combustible materials will be cleared from the building and removed from the **premises** at least once a week; and
    20.5. tanks containing fuel or other flammable liquids must be drained and purged within 7 days of the buildings becoming **unoccupied;** and
    20.6. the buildings must be inspected at least once every 7 days by the insured or the insureds nominee in order to inspect the **premises** both internally and externally and to carry out any work necessary to maintain the above security arrangements. A record will be kept of such inspections; and
    20.7. notice is to be given to **us** when any untenanted or **unoccupied** building (or part thereof) is again occupied.

    We will not be liable for any **damage** or **Injury** arising out of or in connection with any works of alteration demolition refurbishment or renovation.

21. **Sanctions**
We will 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 breach any sanction, prohibition or restriction imposed by law or regulation.

General exclusions

1. This policy does not cover failure of any **computer system**, whether or not **your property**, to be date or time compliant including failure of any correction, attempted correction, conversion, renovation, rewriting or replacement of any **computer system** relating to date or time compliance.
2. This policy does not cover any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever.
3. This policy does not cover or provide any benefit where doing so would breach any sanction, prohibition or other restrictions imposed by law or regulation.
4. Any judgment, award or settlement made within countries which operate under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such judgment award or settlement either in whole or part) unless **you** have requested that there be no such limitation and have accepted the terms offered by **us** in granting such cover, which offer and acceptance must be subject to specific endorsement to this policy.
5. This policy does not cover any liability assumed by **you** under any express warranty, agreement or guarantee unless such liability would have attached to **you** irrespective of such express warranty, agreement or guarantee.
6. This policy does not cover death, disablement or **damage** to any **property**, any loss or expense resulting or arising therefrom or any legal liability of whatsoever nature directly or indirectly caused by, contributed to or arising from:

   6.1. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or;
   6.2. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear components;

   but as far as concerns **injury** to any **employee** which arises out of and in the course of their employment or engagement by **you** this exclusion applies only in respect of:

   6.3. liability of any principal, including directors, partners, or senior officials;
   6.4. liability assumed by **you** by agreement and which would not have attached in the absence of such agreement.
7. This policy does not cover **damage** directly caused by pressure waves caused by aircraft and other aerial devices travelling at Sonic or supersonic speeds.
8. This policy does not cover
   8.1. **money**, jewellery, precious stones, precious metals (except where parts of machinery or tools) bullion, bonds, furs, curiosities, rare books, works of art, patterns, models, moulds, plans and designs; or
   8.2. **goods** held in trust or on commission, documents, manuscripts, business books, **computer systems**, records, explosives, video tapes or cassettes for sale or hire; or
   8.3. **property** in transit

   unless specifically mentioned.
9. This policy does not cover liability, damage or consequential loss directly or indirectly caused by or arising out of terrorism except as provided for in section 8. employers liability extension 3.. In any action, suit or other proceedings where we allege that damage or consequential loss caused by terrorism is not covered by this policy, the burden of proving that such damage or consequential loss is covered will be upon you.
10. This policy does not cover **damage** or consequential loss in Northern Ireland occasioned by, happening through or in consequence directly or indirectly of civil commotion.
11. This policy does not cover any liability caused by or arising out of **pollution** apart from that specified under Section 9-Public/products liability.
12. **We** will not indemnify **you** against liability in respect of any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which has contributed concurrently or in a consequence of loss.

    This exclusion does not apply to the accidental discovery of asbestos, or materials containing asbestos fibre, provided that without delay, upon discovery all handling, removal, transportation or disposal of asbestos, or materials containing asbestos fibre, ceases and any subsequent handling, removal, transportation or disposal of asbestos, or materials containing asbestos fibre, is carried out by qualified licensed subcontractors on terms which will indemnify **you** for all liability arising out of such work.

General exclusions

13. **Property** cyber and **data** exclusion
    13.1. Notwithstanding any provision to the contrary within this policy or any endorsement thereto this policy excludes any
        13.1.1. **cyber loss**;
        13.1.2. loss, **damage**, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data**, including any amount pertaining to the value of such **data**;

    regardless of any other cause or event contributing concurrently or in any other sequence thereto.
    13.2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder will remain in full force and effect.
    13.3. This exclusion supersedes and, if in conflict with any other wording in the policy, or any exclusion, clause, endorsement, or condition, having a bearing on **cyber loss** or **data**, replaces that wording.

14. This policy does not cover **damage**, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

15. **Communicable disease** exclusion
    (this exclusion does not apply to Section 8 – Employers liability)
    15.1. This policy does not insure any loss**, damage**, liability, **injury**, claim, cost, expense, or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease**.
    15.2. For the purposes of this endorsement, loss, **damage**, liability, **injury**, claim, cost, expense, or other sum, includes, but is not limited to, any cost to clean up, detoxify, remove, monitor or test
        15.2.1. for a **communicable disease**, or
        15.2.2. any **property** insured hereunder that is affected by such **communicable disease**.
    15.3. This exclusion applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage with the exception of the cover provided under Section 8 – Employers liability of this insurance.

16. **We** will not indemnify **you** under this insurance against liability arising from any work conducted at heights exceeding 10 (ten) metres from ground or floor level.

17. We will not indemnify you under this insurance against liability arising from work conducted at depths exceeding 2 (two) metres.

18. **We** will not indemnify **you** under this insurance against liability arising from or in connection with any hazardous work, hazardous work is defined as:
    18.1. any work of demolition except demolition solely undertaken with handheld tools and of structures not exceeding 5 (five) metres in height when such work forms an ancillary part of a contract for construction alteration or repair; and
    18.2. roofing work of any nature and/or work on roofs including repair and construction of owned **premises;** and
    18.3. the construction alteration maintenance or repair of bridges, viaducts, towers, steeples, spires, pylons or chimney shafts; and
    18.4. work involving underpinning, pile, driving, quarrying, tunnelling, mines, or blast furnaces; and
    18.5. the construction of basements
        18.5.1. in excess of 2 (two) floors; and/or
        18.5.2. in excess of 50 (fifty) square metres;
    18.6. the use of explosives; and
    18.7. any work undertaken airside or on or in the immediate vicinity of aircraft; and
    18.8. the burning of debris, waste, or other discarded materials; and
    18.9. any work on or in
        18.9.1. docks, piers, wharves, breakwaters, sea walls, water diversion schemes, dams, canals or harbours;
        18.9.2. railways, ships or airports;
        18.9.3. chemical or petrochemical works, tanks or chambers;
        18.9.4. bulk oil or gas refineries or storage facilities;
        18.9.5. power stations or nuclear power stations;
        18.9.6. collieries or mines;
        18.9.7. new build contract sites exceeding four floors in post codes EC1-4, SW1, W1,W2, W9, W10, WC1, WC2 or E14;

How to make a claim

If **you** wish to make a claim please contact:

Premco Underwriting
Stanhope House
12 Stanhope Place
Edinburgh
EH12 5HH

You can telephone them on	0330 165 2000
You can email them at	claims@premco.co.uk

You can download the relevant claim form from our website www.premcoclaims.co.uk

Claims conditions

1. If **you** make a fraudulent claim under this insurance, **we**:
   1.1. Will not pay the claim; and
   1.2. may recover (from **you**) any sums already paid by **us** in respect of the fraudulent claim; and
   1.3. may terminate this insurance from the time of the fraudulent act.

   If **we** exercise **our** right under point 1.3. above:
   1.4. **We** will not pay any claim which occurs after the time of the fraudulent act; and
   1.5. will not **return** any of the premiums paid.

2. If **you** wish to intimate a claim under the terms of this policy the following conditions precedent to **our** liability will apply:
   2.1. it is a condition that **you** notify **us** as soon as possible of anything which could give rise to any claim being made against **you** and for which there could be liability under this policy. If **you** do not do so **we** can reject, or be unable to deal with **your** claim, or be unable to pay **your** claim in full. Details of how to give this notice are given on page GEN15.
   2.2. It is a condition that **you** notify **us** immediately, and certainly within seven days, when any claim is actually made against **you** (whether written or oral) and for which there could be liability under this policy. If **you** do not do so **we** can reject, or be unable to deal with **your** claim, or be unable to pay **your** claim in full. Details of how to report a claim are given on page GEN15.
   2.3. It is a condition that **you** advise **us** immediately, and certainly within seven days, if at any time **you** know of any impending prosecution, inquest, or fatal accident inquiry in connection with any claim or circumstance notified under (a) or (b) above. If **you** do not do so **we** can reject, or be unable to deal with **your** claim, or be unable to pay **your** claim in full. Details of how to give this notice are given on page GEN15.
   2.4. It is a condition that **you** will, as soon as possible, provide **us** with such particulars and information as **we** will require in relation to any occurrence or claim notified to **us**, and forward to **us**, immediately, and certainly within seven days, every letter, claim form, writ, summons, process, or any other legal papers. If **you** do not do so **we** can reject, or be unable to deal with **your** claim, or be unable to pay **your** claim in full.

3. **We** will be entitled to take over and conduct in **your** name the defence or settlement of any claim, and can choose to prosecute at **our** own expense and for **our** benefit any claim for insurance or damages against any other persons, and **you** agree to provide all information and assistance required. If **you** do not do so **we** can reject, or be unable to deal with **your** claim, or be unable to pay **your** claim in full. No admission of liability or offer, promise or payment can be made without **our** written consent.

4. **We** will not pay any claim under this policy unless **you** have complied with the terms of condition 2.

5. If **we** choose or are required to reinstate or replace any **property you** must at **your** own expense give **us** all such plans, documents, books and information as **we** will reasonably require.

   We are not bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and are not in any case bound to pay out more than the sum insured on any item.

6. In the event of any **damage** for which a claim is or could be made under this policy **we** and any person authorised by **us** can, without incurring any liability or diminishing **our** right to, rely upon any conditions of this policy enter, take or keep possession of the building or **premises** where the **damage** has happened and any **property** insured under this policy.

   If **you** or anyone acting on **your** behalf does not comply with **our** requirements or hinders or obstructs **us** in doing any of the above, then all benefit under this policy will be forfeited. **You** are not in any case entitled to abandon any **property** to **us** whether **we** take possession of it or not.

   You or anyone acting on **your** behalf must not make any admission, offer, promise or payment without **our** written consent. **We** have the right to take over and conduct in **your** name the defence or settlement of any claim or to prosecute any claim in **your** name for **our** own benefit and **we** will have full discretion in the conduct of any proceedings and in the settlement of any claim.

   You must give **us** all such assistance as **we** require.

7. Any claimant under this policy must at **our** request and expense do and allow all such acts and things as **we** reasonably require for the purpose of enforcing any rights and remedies **we** have of obtaining recovery or indemnity from third parties, irrespective of whether **we** require this before or after **we** indemnify **you**.

8. If any difference as to the amount to be paid under this policy (liability being otherwise admitted) arises, it will be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is referred to arbitration the making of any award will be a condition precedent to any right of action against **us**.

How to make a complaint

Your right to complain

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

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

Sections 1-2 of **your** insurance policy are underwritten by **Lloyd's** Syndicate 1967 managed by W. R. Berkley Syndicate Management Ltd. If **you** wish to make a complaint about this insurance, **you** can contact:
Compliance Department
W/R/B Underwriting
By email: complaints@wrbunderwriting.com
By mail: 14th Floor, 52 Lime Street, London EC3M 7AF

Lloyd's contact details are:
By email: complaints@Lloyd's.com
By telephone: 44 (0)20 7327 5696
By mail: Policyholder & Market Assistance, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent ME4 4RN

Details of **Lloyd's** complaints procedures are set out in a leaflet "**Your** Complaint – How **We** Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If **you** remain dissatisfied after **Lloyd's** has considered **your** complaint, or if **you** have not received a written final response within eight weeks from the date Amlin received **your** complaint, **you** are entitled to refer **your** complaint to the Financial Ombudsman Service who will independently consider **your** complaint free of charge.

The Financial Ombudsman Service contact details are:
By email: complaint.info@financial-ombudsman.org.uk
By telephone: 0207 964 0500 or from a mobile 0300 123 9123
By facsimile: 0207 964 0500
By mail: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

There is information regarding the Financial Ombudsman Service on its website which can be found at www.financial-ombudsman.org.uk

Please note:

- **You** must refer **your** complaint to the Financial Ombudsman Service within six months of the date of **our** final response.
- The Financial Ombudsman Service will normally only consider a complaint from private individuals or from a micro-enterprise that has a turnover of less than €2,000,000 (two million Euros) and fewer than 10 **employees** or a small business with an annual turnover of less than £6,500,000 (six and a half million pounds) and a balance sheet total of less than £5,000,000 (five million pounds) or fewer than 50 (fifty) employees.

How to cancel your policy

Cancellation

You can cancel this insurance at any time by notifying **your** insurance agent in the first instance, the name of **your** insurance agent is detailed in the **schedule** issued with this policy or by writing to Premco at Stanhope House, 12 Stanhope Place, Edinburgh EH12 5HH or by emailing info@premco.co.uk or by telephoning 0330 165 2000.

If **you** have not made a claim under the terms of this policy at the time **you** wish to cancel it, and **you** are not aware of any incident which will give rise to a claim, **we** will refund a proportionate amount of **your** premium provided the premium has not been designated as a minimum and deposit premium in the **schedule**.

Cooling off

You can cancel this insurance within 14 days of it commencing by notifying **your** insurance agent in the first instance, the name of **your** insurance agent is detailed in the **schedule** issued with this policy, or by writing to Premco at Stanhope House, 12 Stanhope Place, Edinburgh EH12 5HH or by emailing info@premco.co.uk or by telephoning 0330 165 2000. If **you** cancel this insurance within 14 days of it commencing **you** will be charged a pro-rata premium for the period of cover provided, however, if **you** have intimated a claim or intend to intimate a claim occurring within 14 days of it commencing the full premium is payable without refund and any refund granted must be repaid before **we** will deal with any claim.

Section 3 – Legal expenses

Welcome to MSL

Thank you for choosing MSL Legal Expenses Limited to provide your Business Premier Legal Expenses Insurance Policy, which is underwritten by Financial & Legal Insurance Company Limited. As an MSL customer you now have legal expenses insurance to protect you in relation to the cover set out in this Policy.

A summary of the cover provided by this Policy is shown in your Keyfacts document.

You are entitled to cancel your Policy with a full premium refund within 14 days of it starting, provided that there have been no claims. Please see the cancellation condition under the Conditions.

Our Agreement

This insurance is a contract between us (MSL Legal Expenses Limited) and you (the Policyholder shown in the Certificate of Insurance). This is a claims made policy which means that for there to be a valid claim under the Policy, claims must be reported to us during the Period of Insurance.

We will, subject to the terms of this Policy, provide you with the insurance set out in the Policy in respect of claims reported to us during the Period of Insurance shown in the Certificate of Insurance and for any subsequent period for which we may accept a renewal premium.

You must ensure that all the information you have given to us is accurate to the best of your knowledge. We will be entitled to refuse to accept a claim where you do not take reasonable care not to make a misrepresentation.

The Policy, Certificate of Insurance and any endorsements must be read together as one document.

Signed on our behalf

Nick Garner, Chief Executive Officer
MSL Legal Expenses Limited

The Meaning of Words in this Policy

Each of the words or terms have a specific meaning which applies wherever they appear in **bold** type in this Policy

Appointed Representative:
means the claim negotiator, lawyer or other suitably qualified person appointed by **Us** to act on behalf of the **Insured Person**, in accordance with **Our** standard terms of appointment.

Basic Award:
means the award of an Employment Tribunal for an unfair dismissal and/or breach of discrimination legislation that is to compensate an **Employee** for the loss of their statutory rights.

Buildings:
means the buildings and land owned by **You** or for which **You** are legally responsible, shown in the Certificate of Insurance and used in connection with the **Business.**

Business:
means the Business shown in the Certificate of Insurance.

Compensatory Award:
means the award of an Employment Tribunal for an unfair dismissal and/or breach of discrimination legislation that is to compensate an **Employee** against financial loss that relates to their dismissal.

Costs and Expenses:
means all necessary and reasonable

1. Fees, costs, disbursements and expenses charged by the **Appointed Representative** and agreed by **Us**;
2. Opponents costs in civil cases where the **Insured Person** is ordered to pay them or where **We** agree to pay them;

in pursuing the claim including the costs of any appeal or defending an appeal, provided the **Insured Person** tells **Us** within the time limits and provided that **We** agree to the appeal.

Cross-Tax Enquiry
Means an investigation by HM Revenue & Customs into **Your** business tax affairs, which also includes an investigation into **Your** Value Added Tax return and/or Employer's Compliance.

Employee:
means any person under a contract of service with **You** in connection with the **Business.** This includes any

1. Trainee under **Your** control in connection with a government approved training scheme;
2. Ex-employee or prospective employee.

Insured Person:
means **You** and any director, partner and **Employee** of **Your Business** provided that they have **Your** permission to claim under this Policy.

Legal Proceedings:
means a legal remedy for compensation, specific performance or an injunction.

Reasonable Prospects:
means that in respect of each claim there is always more than a 50% chance of the **Insured Person** recovering damages, defending a claim or

prosecution or obtaining a legal remedy. This will be assessed by **Us** or the **Appointed Representative.**

Tax Enquiry
means an investigation by HM Revenue & Customs into **Your** business tax affairs.
We/Us/Our:
means MSL Legal Expenses Limited.
You/Your:
means the Policyholder shown in the Certificate of Insurance attached to this Policy.

What is Insured

We will, subject to What is NOT Insured, the Claims Settlement Provisions and Conditions of this Policy provide the insurance in relation to the Insured Incidents, shown as operative in the Certificate of Insurance, set out below.

Provided that
1. **Reasonable Prospects** exist for the duration of the claim.
2. The claim is reported to **Us**
a. during the Period of Insurance, and
b. immediately after the **Insured Person** became aware of circumstances which may give rise to a claim.
3. The **Insured Person** follows the advice provided to the **Insured Person** by **Our** Claims and Advice Service.
4. The **Insured Person** seeks and continues to follow the advice from **Our** Claims and Advice Service.
5. During the course of any dispute from the date that the **Insured Person** became aware of the dispute and throughout the duration of the dispute the **Insured Person** keeps **Us** up to date with all developments and the **Insured Person** follows and continues to follow the advice from **Our** Claims and Advice Service.
6. The **Business** is situated in the United Kingdom, the Isle of Man or the Channel Islands.
7. The **Buildings** are situated in the United Kingdom, the Isle of Man or the Channel Islands.
8. The event which leads to a claim arises in connection with the **Business.**

We will not pay
a. In respect of any one claim and in total in any one Period of Insurance more than the relevant Limit of Liability and the annual aggregate limit shown in the Certificate of Insurance.
b. The amount of any Excess shown in the Certificate of Insurance in respect of each claim.
c. Any claim or incident which may lead to a claim and which the **Insured Person** knew about or ought reasonably to have known about before the start of this Policy.
d. Any claim relating to an **Insured Person**'s previous trade, business, occupation or profession.
e. The first 10% of **Costs and Expenses** where the **Insured Person** chooses their own lawyer or other suitably qualified person in relation to a claim under this Policy.

Insured Incidents

1. Employment Disputes
We will pay the **Costs and Expenses** in relation to the defence of **Legal Proceedings** arising from or relating to a breach of an **Employee**'s contract of service which will be dealt with in an Employment Tribunal under employment legislation.

Provided that
i. In the event of any issues arising that could give rise to a legal dispute with an **Employee**, the **Insured Person** has followed the advice provided to the **Insured Person** by **Us**.
ii. The **Insured Person** seeks and continues to follow all advice from **Us** as to the steps to be taken in the following situations
- Before taking any disciplinary action or commencing a disciplinary procedure.
- Before dismissing an **Employee**.
- Upon receipt of notification of any form of grievance by an **Employee** or a complaint of discrimination.
- Before starting any redundancy process or making an **Employee** redundant.
- Before seeking to make a material change to an **Employee's** contract which is likely to have a negative impact upon that **Employee**.
- Upon becoming aware of a situation that could give rise to a potential claim for constructive dismissal by an **Employee.**

We will not pay for
a. Any claim relating to disciplinary hearings or internal grievance procedures.
b. The costs of any disputes relating to a settlement agreement.
c. Any dispute relating to a shareholding, partnership or directors contract.
d. Any claim relating to the Transfer of Undertakings (Protection of Employment) Regulations (TUPE).
e. Any claim relating to future contracts of employment.
f. Any claim in respect of personal injury or loss of or damage to property.
g. Any claim relating to unpaid wages and commission or deduction from wages or commission.
h. Any claim relating to benefits due under a contract of employment.
i. Any claim relating to payment relating to redundancy.

Section 3 – Legal expenses

2. Employment Compensation Awards
We will pay a **Basic Award** and/or **Compensatory Award** which is awarded to an **Employee** by either a tribunal or through the Advisory, Conciliation and Arbitration Service (ACAS) Arbitration Scheme, or an amount agreed by **Us** in settlement of a dispute.

Provided that the **Basic Award** or **Compensatory Award** follows a claim which **We** have accepted under Insured Incident 1. Employment Disputes.

We will not pay for
a. Any award arising out of the **Insured Person**'s failure to provide any **Employee** with written reasons for their dismissal.
b. Any award made as a result of the **Insured Person**'s failure to provide a contract of employment or statement of terms and conditions of employment.
c. Any award relating to any contractual rights to which the **Employee** is entitled.
d. Any claim in relation to equal pay or the minimum wage
employment legislation.

3. Health and Safety Appeals
We will pay the **Costs and Expenses** in relation to an appeal against the service of an improvement or prohibition notice, a suspension notice or an order of enforcement under the Health and Safety at Work Act 1974 or the Food Safety Act 1990.

Provided that upon becoming aware of the service of a notice or enforcement order under or in relation to the Health and Safety or Food Safety Acts, the **Insured Person** acts with due diligence in the event of any approach by the Environmental Health Office or the Health and Safety Executive.

We will not pay for any claim
a. Relating to assault or violence, malicious falsehood, the manufacture or dealing in alcohol, illegal drugs, indecent or obscene materials or illegal immigration.
b. In connection with an offence relating to the proceeds of any crime or criminal act.

4. Legal Defence
We will pay the **Costs and Expenses** for defending an **Insured Person**'s rights relating to any
a. Prosecution in a court of criminal jurisdiction brought or commenced against the **Insured Person** arising out of health and safety at work, occupational hygiene, food safety hygiene, food legality and the supply of safe goods.
b. Civil action being taken against an **Insured Person** for wrongful arrest in connection with an accusation of theft.
c. Civil action being taken against an **Insured Person,** but not **You**
    i. under legislation for unlawful dismissal on the grounds of race, sex, sexual orientation, age, disability or religious belief arising from that person's work as an **Employee**;
    ii. as a trustee of a pension fund set up for the benefit of **Your Employees**.
d. Civil action for compensation under section 13 of the Data Protection Act 1998.
e. Appealing against the refusal of the Information Commissioner to register **Your** application for registration.
f. An **Insured Person** being served with an enforcement, de-registration or transfer prohibition notice or information notice or special information notice.

We will not pay for
a. Any costs arising unless **You** have registered with the Data Protection Register or Data Protection Commissioner.
b. Any claim relating to a Road Traffic Offence.

5. Contract Disputes and Debt Recovery
We will pay the **Costs and Expenses** for the pursuit or defence of **Legal Proceedings** relating to an agreement or alleged agreement that an **Insured Person** has entered for the buying, selling or hiring in of any goods or services.

Provided that:
(i) Any claim for undisputed and unpaid monies owed is notified to **Us** within 45 days from the date the monies were first due and payable.
(ii) All **Your** normal credit control procedures have been exhausted or **You** have made reasonable efforts to recover the monies owed.
(iii) The amount in dispute exceeds the amount shown in the Certificate of Insurance.

We will not pay for
a. Any claim relating to any land or buildings.
b. Any claim relating to a lease or licence of any land or buildings.
c. Any claim relating to a motor vehicle owned, driven, used, hired, leased, sold or purchased by an **Insured Person**.
d. Any claim relating to the settlement payable or the cover
provided under an insurance policy.
e. Any claim relating to a loan, pension, investment or any other borrowing or financial instrument.
f. A contract of employment.
g. Arbitration arising out of an arbitration clause in any contract.
h. Computer goods, systems or services.
i. A breach or alleged breach of professional duty by an **Insured Person**.
j. The monetary cost of putting right any damage caused or an alteration occasioned by or as a tenant.

Section 3 – Legal expenses

6. Property Disputes

We will pay the **Costs and Expenses** for the pursuit or defence of **Legal Proceedings** relating to

a. An incident which causes or could cause physical damage to the **Buildings.**
b. Any unlawful interference of **Your** use or enjoyment or right of the **Buildings**.
c. The landlord's failure to maintain the **Buildings**.

Provided that

i. The amount in dispute exceeds the amount shown in the Certificate of Insurance.
ii. The **Buildings** are situated in the United Kingdom, the Isle of Man or the Channel Islands.

We will not pay for

a. Any claim relating to an **Insured Person**'s previous trade, business, occupation or profession.
b. Any claim relating to the rent, service and maintenance charges or renewal of a tenancy agreement.
c. Any claim relating to planning.
d. Any claim where the **Insured Person** is the landlord of the
Buildings or is leasing, sub-letting or renting out part of the **Buildings**.
e. Any claim relating to work done by any government or local authority unless the claim is for accidental physical damage to the buildings.
f. Any claim relating to subsidence, heave, landslip, mining or quarrying.

7. Court Attendance

For each day that an **Insured Person** is required to attend any court or tribunal at the request of an **Appointed Representative**, **We** will pay the actual loss of the salary or wages of an **Insured Person** for the time off work.
Provided that such salary or wages are not recoverable from the relevant court, tribunal or other party.

We will not pay for any loss incurred before an **Insured Person** makes a claim.

We will not pay for any claim where **You** are unable to support **Your** loss.

8. Tax Protection

We will pay the **Costs and Expenses** for the defence of **Legal Proceedings** relating to

a. A **Tax Enquiry** or **Cross-Tax Enquiry**.
b. An investigation by HM Revenue and Customs of **Your**
compliance with Pay As You Earn regulations.
c. An appeal to a VAT tribunal following an assessment by HM Revenue and Customs.

Provided that

i. **You** have taken reasonable care to ensure that **Your** accounts and tax affairs and records have been properly maintained.
ii. All returns to HM Revenue and Customs have been completed, are correct and submitted on time.

We will not pay for any claim

a. Relating to **Your** failure to register for VAT.
b. Arising from a tax avoidance scheme.
c. Arising from any investigation undertaken by HM Revenue and Custom's Special Investigations unit.

9. Licence Protection

We will pay the **Costs and Expenses** in relation to an appeal against a statutory licensing authority following an act or omission, which leads to the suspending, revoking, altering the terms of or refusal to renew a statutory licence.

10. Personal Injury

We will pay the **Costs and Expenses** in relation to the pursuit of **Legal Proceedings** in respect of any incident causing bodily injury or death to an **Insured Person.**

Provided that the claim is the result of a sudden and specific incident.

We will not pay for any claim

a. Which develops gradually unless it is the result of a sudden and specific event.
b. Arising from actual or alleged clinical, medical or dental negligence.

What is NOT Insured

1. Prior Claims

Any claim or incident which may lead to a claim and which the **Insured Person** knew about or ought reasonably to have known about before the start of this Policy.

2. Prior Costs and Expenses

Any costs incurred before a claim is made and any **Costs and Expenses** which **We** do not authorise.

3. Motor Vehicles

Any claim relating to a motor vehicle owned, driven,
used, hired, leased, sold or purchased by an **Insured Person**.

4. Dishonesty, Deliberate Acts, Violence and Fraud

Any claim

a. Involving actual or alleged dishonesty or violence by the **Insured Person**;
b. Or statement which is overstated, false or fraudulent.

We will have the right to refuse to pay a claim or to void this insurance from the date of the act.

5. Judicial Review, Mediation and Arbitration, Marital and Family Disputes, Intellectual Property, Libel and Slander, Share Options, Pensions, Date Change and Mortgage Lender

Any claim directly or indirectly relating to or resulting from

a. A judicial review.
b. Mediation and arbitration.
c. Divorce, matrimonial matters, cohabitation, maintenance, custody or access.
d. Copyrights(s), trademark(s), merchandise mark(s), registered design(s) or other intellectual property rights or secrecy and confidentiality agreements.
e. Libel or slander.
f. Any share option or pension scheme or policy.
g. Any device failing to recognise, interpret or process any date as its true calendar date.
h. Any dispute arising between the **Insured Person** and any agent or mortgage lender.

6. Bankruptcy, Liquidation or Receivership

Any claim where the **Insured Person** is bankrupt, in liquidation, has made an arrangement with his or her creditors, has entered into a Deed of Arrangement or part or all of the **Insured Person**'s affairs or property are in the care or control of a receiver or an administrator.

7. Other Insurance

Any **Costs and Expenses**, which can be recovered by an **Insured Person** under any other insurance or which would have been covered if this insurance did not exist, except for any amount in excess of that which would have been payable under such insurance(s).

8. Fines and Penalties

Fines, damages other penalties or punitive damages, which the **Insured Person** is ordered to pay by a court or other authority, except as provided for under Insured Incident 2. Employment Compensation Awards.

9. Disputes with Us

a. Any claim against **Us,** Financial & Legal Insurance Company Limited or any company or subsidiary of the Drive Further collection of companies.
b. Any dispute between an **Insured Person** and any domestic partner or family members permanently living with an **Insured Person**.

10. War Risks

Any claim arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, confiscation, requisition,
terrorism or alleged acts of terrorism as set out in the Terrorism Act 2000, or damage to property by or under the authority of any government, public or local authority.

11. Radioactive Contamination and Pressure Waves

Any claim which arises from or is directly or indirectly caused by, contributed to, by or arising from any of the following, or from any similar reaction or event

a. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
b. The radioactive, toxic, explosive or other hazardous

properties of any explosive nuclear assembly or nuclear component of such assembly;

c. Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

12. Territorial Limits

Any claim

a. Where the dispute is pursued outside the jurisdiction of a court or other body within the United Kingdom, the Channel Islands or the Isle of Man;
b. Which occurs outside the United Kingdom, the Channel Islands or the Isle of Man;
c. Where the **Insured Person** permanently lives outside the United Kingdom, the Channel Islands or the Isle of Man.

Claims Settlement Provisions

1. Reasonable Precautions

The **Insured Person** must take all reasonable precautions to reduce or remove the risk of a claim and not take any deliberate acts, which will result in a claim.

2. When You Must Report a Claim to Us

The **Insured Person** must tell **Us** immediately of any circumstances which may give rise to a claim.

3. Acceptance of a Claim

On receipt of the claim it will be assessed and dealt with by **Our** in house claims negotiators and, if appropriate and if **Reasonable Prospects** exist and the claim is reported to **Us** immediately after the **Insured Person** becomes aware of circumstances which may give rise to a claim, **We** will then instruct an **Appointed Representative** to handle the claim on behalf of the **Insured Person**. If there is a dispute as to whether **Reasonable Prospects** exist, **We** may require the **Insured Person**, at the **Insured Person**'s own expense, to obtain Counsel's opinion as to the merits of the case. The costs will be refunded to the **Insured Person** if Counsel's opinion clearly shows that there are merits in proceeding.

Section 3 – Legal expenses

4. Conduct of the Claim

i. **We** *will be entitled*

- To have direct contact with the **Appointed Representative**;
- To take over and conduct in the **Insured Person**'s name any claim or **Legal Proceedings** at any time and negotiate any claim on behalf of the **Insured Person**;
- To refuse to accept a claim or continue with a claim where the **Insured Person** does not take reasonable care not to make a misrepresentation or has failed to supply relevant information and supporting evidence to **Us** or the **Appointed Representative.**

ii. What the ***Insured Person*** *must do*

- Provide, at the **Insured Person**'s own expense, the **Appointed Representative** and **Us** with any proof, evidence, certificates and assistance as **We** may reasonably ask for in connection with the claim, including proof as to whether **Reasonable Prospects** exist;
- Cooperate fully with the **Appointed Representative** and **Us** and provide, within a reasonable time avoiding any unnecessary delays, any relevant requested information and documentation in relation to the claim;
- Take all reasonable steps to recover **Costs and Expenses** and to minimise the amount payable under this Policy;
- Take all reasonable steps to resolve disputes that otherwise may give rise to a claim;
- Notify **Us** and the **Appointed Representative** immediately of any offer to settle a claim and of any payments into court;
- Tell the **Appointed Representative** to have **Costs and Expenses** taxed, assessed and audited if **We** request.

iii. What the ***Insured Person*** *must not do*

- Withdraw from any claim or **Legal Proceedings** or withdraw instructions from **Us** without **Our** consent or the consent of the **Appointed Representative**;
- Pursue a claim in any way against the advice or Instructions from **Us** or the **Appointed Representative**;
- Incur any **Costs and Expenses** without **Our** consent or the consent of the **Appointed Representative**;
- Agree to settle any claim on any basis or reject any offer to settle a claim, without **Our** consent or the consent of the **Appointed Representative**.

Please Note
We will be entitled to be reimbursed by the **Insured Person** for any **Costs and Expenses** previously agreed or paid to or on behalf of the **Insured Person** if the **Insured Person** breaches any of the conditions in ii. and iii. above.

5. Payment Instead of Pursuing or Defending a Claim

At any time **We** will be entitled to pay the reasonable amount of damages claimed if in **Our** opinion this would be a more economic solution.

6. Legal Proceedings

Any **Legal Proceedings** must be dealt with in the jurisdiction of a Court or tribunal in the United Kingdom, the Channel Islands or the Isle of Man.

7. Choice of Appointed Representative

If there is a conflict of interest, or if the claim is not settled by negotiation and it then becomes necessary to start court proceedings, only then will the **Insured Person** be entitled to choose their own lawyer for **Us** to instruct as the **Appointed Representative** to handle the claim.
If there is any dispute about the choice of lawyer **We** will ask the president of the relevant national Law Society to choose a suitably qualified lawyer.
Where the **Insured Person** chooses their own lawyer or other suitably qualified person, **We** will not pay the first 10% of any **Costs and Expenses** charged by the **Insured Person**'s own lawyer or other suitably qualified person.

Conditions

1. Observance of Terms

Anyone making a claim under this Policy must have **Your** permission and observe the terms under this Policy.

2. Cancellation

You may cancel this Policy within 14 days of its inception without any premium charge provided that there have been no claims. Thereafter **You** may cancel the Policy at any time however no refund of premium will be available. If **You** cancel the Policy **You** must contact **Your** insurance adviser.
We may cancel this Policy at any time provided that **We** give **You** 7 days notice of cancellation and there is a valid reason for doing so. Valid reasons for cancellation include, but are not limited to fraud, dishonesty and any outstanding amount due from **You** in relation to any other claim under the Policy.
Where **We** cancel this Policy no refund of premium will be available. If **We** cancel the Policy **We** will write to **You** at **Your** address shown in **Our** records.

Section 3 – Legal expenses

3. Arbitration

Any dispute or difference of any kind between **Us** and an
Insured Person will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the President of the relevant national Law Society. The arbitrator's decision will be final and binding on all parties and the unsuccessful party will be responsible for any costs incurred by the successful party in the arbitration proceedings as well as their own costs.

4. New Rules

If during the Period of Insurance, any changes should be made (whether issued or implemented by any relevant authority or otherwise) to applicable rules, laws, legislation, judgements, regulations, directives, guidance, codes of conduct, recommendations or requirements or any other rules, instruments and provisions in force from time to time which alter or affect (or may alter or affect) in any way the legal costs regime to **Our** or **Your** material detriment, **We** reserve the right to amend this Policy to deal appropriately (fairly to both **You** and **Us**) with such changes. In those circumstances **We** will issue an endorsement to this Policy notifying **You** within 21 days of the proposed changes by sending to **You** details of those changes to **Your** last known address. **You** will, however, be free to accept or reject those changes in line with the procedure set out in the endorsement.

5. Third Party Rights

Unless expressly stated in this insurance, nothing in this
insurance will create any rights in favour of any person pursuant to the Contracts (Right of Third Parties) Act 1999.

6. Waiver

If **We** or any **Insured Person** fail to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver, nor will it bar the exercise or enforcement of, such rights at any subsequent time.

7. Recoveries

We reserve the right, at **Our** own expenses, to take proceedings in the name of the **Insured Person** to recover any payment made under this Policy. If an **Insured Person** recovers **Costs and Expenses** previously paid under this Policy such **Costs and Expenses** must be immediately repaid to **Us.**

8. Governing Law

This Policy is subject to the law applicable to **Your Business** being registered in the United Kingdom, the Isle of Man or the Channel Islands.

9. Assignment

This insurance is between and binding upon **Us** and **You** and their respective successors in title, but this insurance may not otherwise be assigned by **You** without **Our** prior written consent.

How to Make a Claim and Advice Service 0161 495 4490

If **You** need to contact **Us** or need to make a claim **You** can call **Us** on the above number, email **Us** at **info@msl.co.uk** or write to MSL Legal Expenses Limited, No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW.

If there is a claim, which is covered by the Policy **We** will then send the **Insured Person** a claim form to be completed and returned to **Us.**

If the claim is reported to **Us** during the Period of Insurance and is accepted and **Reasonable Prospects** exist, the claim will be handled by **Our** specialist claims unit or **We** will instruct an **Appointed Representative** or other suitably qualified representatives to act on behalf of the **Insured Person**.

Please note that

- Any costs incurred before a claim is made and any costs which **We** do not authorise are not insured by this Policy.
- Under this Policy there must be **Reasonable Prospects** for any claim to proceed. This does not apply to Insured Incident 7. Court Attendance and 8. Tax Protection.
- If there is any conflict of interest or if court proceedings are to be issued only then will the **Insured Person** be entitled to choose their own lawyer.

How to Make a Complaint

Our aim is to provide a first class standard of service at all times.

If **You** feel that **You** have been let down and **You** wish to raise a
Complaint about the sale of this Policy, please contact **Your** insurance adviser.

If **You** feel that **We** have let **You** down and **You** wish to raise a
complaint, please contact **Us** on 0161 495 4490 or in writing to The Compliance Department, MSL Legal Expenses Limited, No. 1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GW. Please quote the Certificate number on **Your** Certificate of Insurance on all correspondence.

Our staff will attempt to resolve **Your** complaint immediately. Where this is not possible, **We** will acknowledge **Your** complaint within 5 business days of receipt. If the complaint is not resolved within 4 weeks of receipt, **We** will write to **You** and let **You** know what further action **We** will take. A final response letter will be issued within 8 weeks of receipt. Upon receipt of the letter, if **You** remain dissatisfied **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can contact the Financial Ombudsman Service at Exchange Tower, London, E14 9SR.

The use of these facilities does not affect **Your** right to take legal action.

Section 3 – Legal expenses

Financial Services Compensation Scheme

MSL Legal Expenses Limited and Financial & Legal Insurance Company Limited are covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If they are unable to meet their obligations under this Policy an **Insured Person** may be entitled to compensation from the Compensation Scheme.

Data Protection

We act as the Data Controller. How **We** use and look after the personal information is set out below.

Information may be used by **Us**, agents and service providers for the purposes of insurance administration, underwriting, claims handling or for statistical purposes. The lawful basis for the processing is that it is necessary for **Us** to process **Your** personal information to enable the performance of the insurance contract, to administer **Your** policy of insurance and/or handle any insurance claim **You** may submit to **Us** under this policy. The processing of **Your** personal data may also be necessary to comply with any legal obligation **We** may have and to protect **Your** interest during the course of any claim.

What we process and share
The personal data **You** have provided, **We** have collected from **You**, or **We** have received from third parties may include **Your**:

- Name; date of birth, residential address and address history.
- Contact details such as email address and telephone numbers.
- Financial and employment details.
- Identifiers assigned to **Your** computer or other internet connected device including **Your** Internet Protocol (IP) address.
- Health or criminal conviction information.
- Vehicle or household details.
- Any information which **You** have provided in support of **Your** insurance claim.

We may receive information about **You** from the following sources:

- **Your** insurance broker.
- From third parties such as credit reference agencies and fraud prevention agencies.
- From insurers, witnesses, the Police (in regards to incidents) and solicitors, **Appointed Representatives.**
- Directly from **You**.

We will not pass **Your** information to any third parties except to enable **Us** to process your claim, prevent fraud and comply with legal and regulatory requirements. In which case **We** may need to share **Your** information with the following third parties within the EU:

- Solicitors or other **Appointed Representatives.**
- Underwriters, Reinsurers, Regulators and Authorised/Statutory Bodies.
- Fraud and crime prevention agencies, including the Police.
- Other suppliers carrying out a service on **Our**, or **Your** behalf.

We will not use **Your** information for marketing further products or services to **You** or pass **Your** information on to any other organisation or person for sales and marketing purposes without **Your** consent.

Data Retention
We will hold **Your** details for up to seven years after the expiry of **Your** policy, complaint and/or claims settlement.

Your rights
Your personal data is protected by legal rights, which include **Your** rights to:

- Object to **Our** processing of **Your** personal data.
- Request that **Your** personal data is erased or corrected.
- Request access to **Your** personal data and date portability.
- Complain to the Information Commissioner's Office, which regulates the processing of personal data.

You can request to see what data **We** hold on **You**, there is no charge for this service.

If **You** have any questions about **Our** privacy policy or the information **We** hold about **You** please contact **Us**.

Please read your policy document carefully and keep it in a safe place

The insurance provided by this policy is underwritten by Financial & Legal Insurance Company Limited authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under No. 202915. Registered in England under Company No. 03034220.

MSL Legal Expenses Limited, Registered Office: No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW. Registered in England No. 2210857. MSL Legal Expenses Limited is authorised and regulated by the Financial Conduct Authority under No. 311676.

Form reference: BPP MSL 03/2018