



# Combined Liability and Legal Protection

## INSURANCE POLICY



**Irwell**

INSURANCE COMPANY LIMITED

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SafeCheck benefit



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## Policy Interpretation

- Certain words have common special meanings which are set out under General Definitions applicable to all **Sections** and additionally under Definitions within particular individual **Sections**, where they are specific to that **Section**.
- All titles and headings in this **Policy** do not form part of the terms and conditions and are for reference purposes only.
- References to a statute will be construed to include all amending or replacement Acts of Parliament, Statutory Instruments and Regulations and, in other jurisdictions within the **Territorial Limits**, any equivalent statutes or laws.
- Words in the singular shall include the plural and vice versa.
- Words importing the masculine will import the feminine and the neutral.

# Contract of Insurance

## Introduction

Thank you for purchasing Combined Liability and Legal Protection Insurance from Irwell Insurance Company Limited.

This **Policy** provides an extensive range of potential cover arranged in **Sections**. It is designed to allow **You** and/or **Your** insurance adviser to select cover suitable for the demands and needs of **Your Business**. The **Sections** of cover **You** have chosen for **Your Business** are stated in the **Schedule**, which forms part of this contract. The contents table at the beginning of this **Policy** will help **You** find **Your** way around.

**Your Policy** is subject to **Endorsements**, which may add conditions or exclusions or make other amendments to this **Policy** which are specific to **Your Business**.

**We** (the **Insurer**) have given written delegated authority to our **Binding Underwriter** to underwrite on **Our** behalf. Details of the **Insurer(s)**, **Binding Underwriter** and Unique Market Reference number are as stated in the **Schedule**.

It is important that **You**:

- read and review any information **You** or **Your** insurance adviser provide to **Us**, including any Statement of Fact if applicable, and ensure that it is correct, complete and free of any misrepresentation;
- check that **Your Policy** (including any **Endorsements**), the **Sections**, **Schedule**, and **Limits of Indemnity** are those which **You** have requested;
- understand the **Endorsements**, General Exclusions (such as the Cyber Exclusion) and the specific Exclusions applying to each **Section**, to ensure they are compatible with **Your Business**;
- understand and comply with **Your** duties under this **Policy**;
- if any part of **Your Policy** requires an amendment please return for correction to, if applicable, **Your** insurance adviser or to **Our Binding Underwriter**.

Alterations in the cover required after this **Policy** is issued will be confirmed by a separate **Endorsement** and/or **Schedule**. **You** should keep these with **Your Policy** document in a safe place in case **You** need to refer to it.

## Choice of Law

This **Policy** is a legal contract between **You** and **Us**. **We** provide this insurance in return for the premium **You** have paid or have agreed to pay. **We** and **You** are free to choose the law applicable to this **Policy**. Unless specifically agreed otherwise, this **Policy** will be governed by English law and subject to the exclusive jurisdiction of the English courts.

## Our Liability

**Our** liability under this contract is several and not joint with other insurers that may be 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 may underwrite this contract.

## The Insurance Act 2015

This important new legislation includes clarification of the duties and remedies between **You** and **Us** in the following key areas:

- **Your** duty of fair presentation to **Us**.
- The remedies **We** have for non-disclosure, misrepresentation and fraudulent claims.

This **Policy**, unless modified or amended by **Endorsement**, does not contract out of the Insurance Act 2015.

Any contracting out of the Insurance Act 2015 will be clearly identified and explained by specific **Endorsement**. It is important that **You** should pay special attention to any such **Endorsement**, which may apply depending on the trade or particular risks involved.

## Your Duty of Fair Presentation

**We** have relied on the information **You** have given **Us** in setting the terms and premium for this **Policy**. **You** owe **Us** a duty of fair presentation under the Insurance Act 2015. To comply with this duty, it is very important that:

- **You** provide **Us** with all material information in a clear and accessible form, having made reasonable searches and enquires of all information available to **You** (including information held by third parties, such as agents, service providers or anyone insured by the **Policy**);
- the information **You** provide, including **Your** answers to any Statement of Fact and all other information **You** provide, is correct, complete and free of any misrepresentation;
- any statements of opinion, expectation or belief are made in good faith.

**Your** duty of fair presentation applies at commencement, renewal and whenever making any changes to **Your Policy**.

If **You** breach **Your** duty of fair presentation, **You** may adversely affect **Your Policy** and **Your** ability to make any claim:

1. If **Your** breach is deliberate or reckless and **We** show that if **You** had complied with **Your** duty **We** would not have entered this **Policy**, or would only have done so on different terms, **We** will be entitled to treat this **Policy** as if it had never existed, refuse to pay all claims, reclaim any sums paid to **You** and need not return the premium paid;
2. If **Your** breach is neither deliberate nor reckless and **We** show that if **You** had complied with **Your** duty:
  - a) **We** would not have entered this **Policy**, **We** will be entitled to treat this **Policy** as if it had never existed, refuse to pay all claims, reclaim any sums paid to **You** and return the premium paid;
  - b) **We** would only have entered this **Policy** on different terms, **We** will be entitled to:
    - I. treat this **Policy** as if it had been entered into on those different terms;
    - II. reduce any claim in the same proportion as the premium actually charged bears to the higher premium that would have been charged.
3. **We**, **Our Binding Underwriter** and/or **Your** insurance adviser will write to **You** if **We** intend to treat **Your Policy** as if it never existed or amend the terms of **Your Policy**.

## Notifying any changes during the policy period

**Your** failure to promptly notify **Us** of changes in the information **You** have provided may adversely affect **Your Policy** or **Your** ability to make any claim, in whole or part. Claims arising from or connected to a material change to **You** or **Your Business** or the risks insured, as compared to the information you declared at the inception of this **Policy** may be excluded unless covered by an express extension or **Endorsement** to this **Policy**.

If **You** become aware at any time during the **Period of Insurance** of material changes to the information **You** provided to **Us** (for example, due to new developments in **Your Business**), **You** or **Your** insurance adviser must inform **Our Binding Underwriter** as soon as reasonably practicable.

**We** will be entitled to revise the premium and/or the terms of this **Policy** (retrospectively if appropriate), to reflect the material change and/or to exercise **Our** right to cancel this **Policy**. If **You** are late in notifying **Us** of any inaccuracy or material change and **We** would have cancelled this **Policy** if **You** had notified **Us** as soon as reasonably practicable, **We** will be entitled to treat this **Policy** as if it had been cancelled by **Us** after **You** should have notified **Us**.

Once **We** have been notified of any material change, **We** will advise **You** if this affects **Your Policy**. **You** will pay any additional premium due and confirm **Your** acceptance of any amended terms within thirty (30) days of being notified of such changes by **Us**. **We** may decide simply to note the change for the purpose of review prior to renewal.



## Your duties under the Policy

The **Policy** includes details of what **You** must do in order to comply with the terms on which **We** provide cover. Each **Section** includes details of **Your** duties applying to that specific **Section**, including some duties which apply only to specific extensions of cover. The General Conditions and General Exclusions (which appear after the Sections) include duties which apply to more than one **Section**.

**You** must take time to understand **Your** duties in relation to this **Policy**. If **You** overlook or fail to comply with **Your** duties **You** may adversely affect **Your Policy** or **Your** ability to make any claim, in whole or part.

The Making a Claim Section includes duties relating to the claim process.

## Conditions Precedent to our Liability

This **Policy**, unless modified or amended by **Endorsement**, does not include conditions precedent to **Our** liability.

Any conditions precedent to **Our** liability will be clearly identified and explained by specific **Endorsement**. It is important that **You** should pay special attention to any such **Endorsements**, which may apply depending on the trade or particular risks involved. Failure to comply with a condition precedent may result in a loss of cover or an inability to make a claim.

## Non-payment of premium

In the event that **You** do not pay the promised premium to **Your** insurance adviser or **Us** within the agreed time limit for such payment this **Policy** will be cancelled from its start date which means that **You** have never had any cover or protection from this **Policy**.

If **Your Policy** is cancelled, **We** or **Our Binding Underwriter** will send **You** a letter of cancellation to **Your** last known address.

## Compliance with Terms and Conditions

**You** must comply with all terms and conditions in this **Policy** and, if **We** request it, provide such proof of compliance at **Your** expense as **We** may reasonably require. **You** will be liable to **Us** for loss caused by any breach of terms or conditions, which may include any increase in **Our** liability under this **Policy** caused by **Your** breach.

## Peninsula SafeCheck

As a new customer, in conjunction with the Peninsula Group, **We** are providing **You** with a health and safety review of **Your** business; the review being conducted through video.

The video review enables Peninsula to deliver this review service to **You** with minimal disruption.

The SafeCheck Consultant engages with **You**, wherever **You** are, to carry out **Your** review.

### What does the Video SafeCheck comprise of?

The SafeCheck Consultant connects with **You** via Video technology, which includes a:

- H&S Documentation Review
- Questions, Advice & Solutions regarding **Your** work activities
- Tour of **Your** premises (via live, web streaming technology)

At the conclusion of the review the SafeCheck Consultant will provide **You** with a presentation of the findings.

The Peninsula Group will not share the outcome of any SafeCheck with **Us**.

### What are the key stages and outcomes?

- Step 1 Making **Your** video appointment, at a time that suits **You**
- Step 2 Peninsula's SafeCheck experts reviewing **Your** pertinent documentation (and any photographs) prior to the appointment
- Step 3 Carrying out the SafeCheck, including a presentation of the document review findings and even a remote tour of **Your** workplace
- Step 4 Answering **Your** Health and Safety questions and offering best practice solutions
- Step 5 Providing full feedback to **You**, via the SafeCheck Report.

**You** can contact the Peninsula SafeCheck team to activate this inclusive benefit and arrange the appointment by calling them directly on **0844 892 2486**, or by scanning this QR Code and requesting a call-back:



### Who are Peninsula?

Peninsula have been providing professional expertise and services to UK businesses since 1983, initially via employment law and health & safety and over the years expanding the range of services to meet the needs of business owners. Peninsula help UK small and medium sized businesses, taking care of the details with the kind of expertise and professional backup that larger companies take for granted.



## Making a Claim

This part of **Your Policy** explains how to make a claim and explains **Your** obligations relating to the claims process.

### Our Claims Commitment to You

**We** aim to provide **You** with an efficient and easy to use claims service. To do this, **We** may use specially selected companies to deal with **Your** claim on **Our** behalf.

**We** will, throughout the claims process;

- Act with honesty and integrity.
- Keep **You** informed of any significant developments regarding the status of **Your** claim.
- Inform **You** if **We** cannot deal with any part of **Your** claim and provide a clear explanation of the reasons why.
- Provide **You** with the highest level of customer care at all times.

Where **Our** consent is required prior to incurring costs or taking other action relating to any claim, **We** will not unreasonably withhold or delay providing **You** with consent. This process protects **You** from incurring costs or taking action that is not covered by this **Policy**.

### Fraudulent Claims and Dishonest Acts

If **You**, or anyone acting on **Your** behalf, make a fraudulent or fraudulently exaggerated claim under this insurance, or otherwise seek dishonestly to deceive **Us** during the course of any claim, **We**:

1. will not be liable to pay the claim; and
2. may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
3. may by notice to **You** treat this **Policy** as having been terminated with effect from the time of the fraudulent or dishonest act.

If **We** exercise **Our** rights under 3 above **We**:

- a) shall not be liable to **You** for any relevant event which occurs after the time of the fraudulent or dishonest act. A relevant event is whatever gives rise to **Our** liability under this **Policy** (for example – if a loss is incurred or **You** make a claim or if **We** are notified of circumstances which may give rise to a claim); and
- b) need not return any premium paid.

## Claim Conditions and How to Report a Claim applicable to Sections 1 (Employers' Liability), 2 (Public Liability) and 3 (Products Liability)

### Conduct and Control of Claims

**You** must:

1. give **Us** notice in writing as soon as reasonably practicable, and in any event within thirty (30) days, after **You** become aware of any occurrence, third party claim or other circumstances which may give rise to a claim under this **Policy**;
2. notify **Us** as soon as reasonably practicable, and in any event within seven (7) days, after receipt of any claim form, summons or other process served upon **You** which may give rise to proceedings covered by this **Policy**;
3. take all reasonably practicable steps to mitigate or reduce further **Damage** or **Bodily Injury** at **Your** own expense (some or all such expense may be recoverable depending upon the terms of this **Policy**);
4. not admit liability either verbally or in writing even if asked to do so by a third party;
5. not make or give any offer, promise, payment or indemnity in relation to any claim without **Our** prior written consent;
6. not waive any subrogation rights against a third party without **Our** prior written consent;
7. promptly provide **Us** or **Our** chosen specialist claims handlers, legal advisers and consultants with any information, assistance or cooperation which **We** or they may reasonably require in connection with investigating or verifying the claim and if demanded a statutory declaration of the truth of the claim and any connected or related matters;
8. pay any applicable **Excess** when requested by **Us**;
9. not abandon property except as authorised or required by **Us**;

### Defence and Discharge of Claim

At **Our** discretion **We** may:

1. take full responsibility for conducting, defending or settling any claim in **Your** name;
2. take any action **We** consider necessary to enforce **Your** rights to defend any claim under this **Policy**;
3. at any time pay up to the **Limit of Indemnity** or any lesser amount for which a loss can be settled and **We** shall be under no further liability except for the payment of costs and expenses incurred prior to the date of payment.

### Arbitration

After **We** have accepted liability in writing should there be a dispute between **You** and **Us** as to the amount to be paid this shall be referred to and finally resolved by arbitration under the LCIA (London Court of International Arbitration) Rules, which Rules are deemed to be incorporated by reference to this clause.

The number of arbitrators shall be one.

The seat, or legal place, of arbitration shall be London.

The language to be used in the arbitral proceedings shall be English.

The governing law of this **Policy**, and which shall be applied by the arbitrator to any dispute, is the substantive law of England.

### Subrogation

**We** are entitled to in **Your** name:

1. take the benefit of **Your** rights against another person prior to or after **We** have paid a claim;
2. take over the conduct, defence or settlement of a claim against **You** by another person.

**You** must promptly provide **Us** or **Our** chosen specialist claims handlers, legal advisers and consultants with any information, assistance or cooperation which **We** or they may reasonably require in connection with 1 or 2 above.

## How to Report a Claim applicable to Sections 1 (Employers' Liability), 2 (Public Liability) and 3 (Products Liability)

Should **You** need to report or make a claim to **Us**, please contact **Our** specialist claims handler DWF Claims Management & Adjusting, whose details are below. **You** may if **You** wish also advise **Your** insurance adviser or **Our Binding Underwriter** to do this on **Your** behalf.

DWF Claims Management & Adjusting  
Redcliff Quay  
120 Redcliff Street  
Bristol  
BS1 6HU

Claims telephone: 0344 892 3937  
Email: [irwell@dwfclaims.com](mailto:irwell@dwfclaims.com)

It will be helpful when reporting a claim if **You** are able to advise the **Policy** number and brief details of the claim.

### What to do in the event of a claim

**You** should take all reasonably practicable steps to mitigate or reduce further **Damage** or **Bodily Injury**. No prior approval is required.

If possible provide evidence in the form of photos of damage, injury and documentation including quotes, invoices or receipts.

**You** should not admit liability even if asked to do so by a third party.

**You** shall give **Us** or **Our** representative all necessary assistance.

Complete and return any claim form sent to **You**, as soon as possible.

## Claim Conditions and How to Report a Claim, applicable to Section 4 (Commercial Legal Protection) & 5 (Employment Legal Protection)

Please note the terms under General Conditions applicable to Section 4 (Commercial Legal Protection) and Section 5 (Employment Legal Protection).

If **You** are involved in a legal dispute which cannot be resolved by using **Our** Helpline Service and needs to be reported as a claim under this **Policy**, please phone **Our** dedicated claims reporting line on **0344 892 0117**. All calls are recorded for training purposes.

Please have ready **Your Policy** number or the name of the organisation who sold **You** this **Policy**.

**Please note the following important information:**

- a) An **Insured Person** must report their claim to us on 0344 892 0117 as soon as the **Insured Person** becomes aware of any circumstances which could give rise to a claim under this **Policy**. **You** will need to provide confirmation that any other **Insured Person** has **Your** authority to claim.
- b) Be ready to provide as much information concerning the claim as possible. This may include details of employment contracts or agreements entered into with other parties, names and addresses of all parties involved, expert or medical reports and contact details of any witnesses. **We** may also ask an **Insured Person** to provide other information relevant to the claim as part of its assessment which may involve completing a claims form.
- c) This is a claims made insurance which means that claims must be notified to **Us** during **Your Period of Insurance**. If **Your Policy** expires and an **Insured Person's** claim is reported more than 14 days after the expiry date, **We** will not be able to assist with the claim.
- d) **We** will not provide cover if the circumstances giving rise to a claim exist before the start date of this insurance (please refer to General Exclusion 1 applicable to **Sections 4 and 5**).
- e) Under no circumstances should an **Insured Person** instruct their own lawyer, accountant or legal representative or incur any costs before **We** have accepted the claim as **We** will not pay any costs incurred without **Our** agreement. Unless it is necessary to start legal proceedings (starting an action in a court to settle a dispute) or if there is a conflict of interest (where **Our** chosen **Appointed Adviser** cannot act for an **Insured Person** as to do so would breach their professional code of conduct), **We** will appoint **Our** own **Appointed Adviser** to act on the **Insured Person's** behalf if **We** accept **Your** claim.
- f) **We** will always choose the **Appointed Adviser** in any claim where **We** are liable to pay a compensation award. This means **We** will always choose the **Appointed Representative** for any claim arising under **Insured Incidents 2(d) - Data Protection Breaches under Section 4 and Insured Incident 2 - Employment Compensation Awards under Section 5**.
- g) Once all relevant information has been received, an assessment of an **Insured Person's** claim will be conducted, and **We** will let the **Insured Person** know if **We** can help. Please note that **Reasonable Prospects of Success** must be present throughout the duration of any claim and cover could be withdrawn if at any stage **Reasonable Prospects of Success** no longer exist which could be as a result of new information emerging regarding the claim or as legal arguments develop.
- h) If **We** are unable to cover an **Insured Person's** claim, **We** will explain the reasons why and discuss any other available methods (which may be at the **Insured Person's** expense) to help achieve a successful outcome.

If **You** need to write to **Us**, **You** can write to **Us** at the following address:

Irwell Insurance Company Limited  
2 Cheetham Hill Road  
Manchester, M4 4FB

Alternatively, **You** can email **Us** at [claims@irwell.co.uk](mailto:claims@irwell.co.uk)

Or **You** can telephone: 0344 892 0117

Please ensure to include **Your Policy** number on all correspondence

## How to Complain

### If your complaint is about the way a Policy was sold to you

If **Your** complaint is about the way a **Policy** was sold to **You**, please contact the insurance adviser who sold the **Policy** to **You**.

### If your complaint is about your claim

**We** are committed to providing a high level of service, but if **You** believe that **We** have not delivered the service **You** expected from **Us**, please let **Us** know so that **We** can put things right. If **You** wish to make a complaint, please contact:

The Complaints Officer  
Irwell Insurance Company Limited  
2 Cheetham Hill Road  
Manchester  
M4 4FB

Email: [complaints@irwell.co.uk](mailto:complaints@irwell.co.uk)  
Telephone: 0344 892 0164

**We** will contact **You** within 3 days of receiving **Your** complaint to inform **You** of what action **We** are taking. **We** will try to resolve **Your** complaint within 4 weeks. If it will take **Us** longer, **We** will explain why and let **You** know when **You** can expect **Our** final response.

### Referring your complaint to the Financial Ombudsman Service

If **You** are not happy with **Our** response to **Your** complaint, or **You** have not received a response within 8 weeks of the date **We** received **Your** complaint, **You** may be eligible to refer **Your** case to the Financial Ombudsman Service.

The Financial Ombudsman Service can review complaints from 'eligible complainants', but **Your** complaint must be submitted to them within 6 months of receiving **Our** final response.

Further information can be found at:

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The Financial Ombudsman Service exists to help resolve complaints when **We** have not been able to resolve matters to **Your** satisfaction.

The service they provide is free and impartial.

### You can contact the Financial Ombudsman Service using the following details:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

Telephone: 020 7964 1000  
Fax: 020 7964 1001  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

This complaints procedure does not affect **Your** legal rights.

## Financial Services Compensation Scheme

The **Insurer** is a member of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** are unable to meet **Our** liabilities under this insurance. This depends on the type of business and the circumstances of the claim. Such claims are protected for 90% without any upper limit. For compulsory classes of insurance, the claim will be met in full. Further information about the compensation scheme arrangements is available from FSCS. Information can be obtained on request, or by visiting the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk)

FSCS contact details:

Financial Services Compensation Scheme  
PO Box 300  
Mitcheldean  
GL17 1DY

Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)  
Telephone (for UK callers): 0800 678 1100 (freephone)  
Telephone (for callers from abroad): +44 (0) 20 7741 4100  
Web: [www.fscs.org.uk](http://www.fscs.org.uk)

## How do I cancel this insurance policy?

Should **You** decide to cancel this **Policy** **You** can do so at any time by notifying **Your** insurance adviser or writing to **Our Binding Underwriter**.

If **You** do not exercise **Your** right to cancel this **Policy** the insurance will continue in force and **You** will be required to pay the premium.

However, if **You** make a claim or if **We** are notified of circumstances which may give rise to a claim a refund of premium may not be given.

If this **Policy** is cancelled prior to or within the cooling-off period **You** must return to **Us** all **Policy** documentation.

If this **Policy** is cancelled after the cooling-off period **You** must return to **Us** any Employers' Liability Certificate if one was issued.

## Your Cancellation Rights

### Prior to the start of the Period of Insurance

If **You** decide to cancel this **Policy** and **You** provide **Us** with **Your** written instruction before the start of the **Period of Insurance** and no cover is to be provided by **Us**, **You** will be entitled to a full refund of the premium.

### During the cooling-off period of fourteen (14) days

**You** have the statutory right to cancel this **Policy** within fourteen (14) days from the purchase of this **Policy** or its renewal date or from the day on which **You** receive this **Policy** or renewal documentation, whichever is the later.

- To cancel this Policy please write to **Your** insurance adviser or **Our Binding Underwriter** to confirm **Your** requirements.
- Upon receiving **Your** instructions **We** will cancel this **Policy**:
  - where **You** request that no cover is to be provided by **Us**, **You** will be entitled to a full refund of premium; alternatively
  - where **You** request this **Policy** coverage to be operative for a limited number of days within the cooling-off period **You** will be entitled to a refund of premium paid, less a deduction for any time for which **We** have provided cover. This is calculated in proportion to the time **We** have provided cover provided there have



been no claims or circumstances that have occurred which may give rise to a claim under this **Policy**, in which case no premium will be refunded.

- If **You** do not exercise **Your** right to cancel this **Policy** the insurance will continue in force and **You** will be required to pay the full premium.

### After the cooling-off period

**You** may cancel this **Policy** at any time by giving notice in writing to **Your** insurance adviser or **Our Binding Underwriter**.

- Upon receiving **Your** instructions, **We** will cancel this **Policy** and provided there have been no claims or circumstances that have occurred which may give rise to a claim under this **Policy**, **You** will be entitled to a refund of premium paid less a deduction for any time **We** have provided cover. This is calculated in proportion to the time **We** have provided cover unless a minimum premium has been accepted by **You** increases this calculated amount.
- Cancellation outside the cooling-off period may also incur an additional charge, as stated in the **Schedule**, to cover the administrative cost accepted by **You** for providing the insurance.
- If **You** do not exercise **Your** right to cancel this **Policy** the insurance will continue in force and **You** will be required to pay the premium.

## Our Cancellation Rights

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

**We** will only do this for a valid reason.

Examples of valid reasons are as follows but these are not limited to:

1. non-payment of premium in which case cancellation is effective from the start date of the **Period of Insurance**. This has the same effect as if **You** have never had any cover or protection from this **Policy**.
2. a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
3. **Your** non-cooperation or failure to supply any information or documentation **We** request;
4. **Your** threatening or abusive behaviour or use of threatening or abusive language.

If this **Policy** is cancelled then, provided a claim or the possibility of a claim has not been notified to **Us** **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered and **You** may incur an additional charge, as stated in the **Schedule**, to cover the administrative cost as accepted by **You** for providing the insurance.

If **We** decide to cancel this **Policy** **We** or **Our Binding Underwriter** will do so by sending **You** a letter of cancellation to **Your** last known address.

## Important Information

The insurance provided by this **Policy** is underwritten by Irwell Insurance Company Limited who are registered in England, registration number 02887406. Registered Office: 2 Cheetham Hill Road, Manchester, M4 4FB. Irwell is authorised by the Prudential Regulatory Authority and is authorised and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority. PRA Registration No. 202897.

### Use of Your Information by Irwell Insurance Company Limited

Irwell Insurance Company Limited (the Data Controller) is committed to protecting **Your** privacy in accordance with the current Data Protection Legislation as per the terms set out in the General Data Protection Regulations 2016 (GDPR)

and the Data Protection Act 2018 (DPA). This fair processing notice sets out the details of the information that **We** may collect from **You**, as well as the ways in which **We** may process data relating to **You** and **Your** company. This notice should be read in conjunction with **Our** products terms and conditions. The specific company also acting as a data controller of **Your** personal information will be listed in the **Policy** documentation we provide to **You**.

Irwell Insurance Company Limited may process Personal Data in order to arrange **Your** insurance cover (including renewals and claims), to comply with a legal requirement, to administer accounts, for research and statistical purposes, to provide customer service, to perform credit checks, to engage in fraud prevention and market **Our** products and services and any other related purposes which may include underwriting decisions made via automated means. In addition, **We** may use it for the purposes more particularly described below.

Irwell Insurance Company Limited may share Personal Data with Peninsula Business Services Limited (including **Your** name, telephone number and address). **We** are sharing **Your** data to enable **Us** to fulfil a contractual obligation **We** have to **You**. Peninsula Business Services Limited provide and administer SafeCheck and will contact **You** to provide this service. Peninsula Business Services Limited will not share the outcome of any SafeCheck with **Us**. If **You** have any concerns about the way in which **Your** data is being handled by **Us** please get in touch:

The Data Protection Officer  
Irwell Insurance Company Limited  
2 Cheetham Hill Road  
Manchester  
M4 4FB

Telephone: 0344 892 0118  
Email: data.protection@irwell.co.uk

### What personal information do we collect and use?

For the provision of **Our** products in some circumstances, **We** may need to obtain and process more sensitive personal information about **You** and **Your** company, such as information relating to health, criminal convictions, or civil offence data. **We** may also process other sensitive personal information including details of **Your** race; ethnicity; religious or philosophical beliefs; political opinions; trade union membership; genetic or biometric data; or data concerning **Your** sex life or sexual orientation if relevant to **Your Policy** or claim.

This information once gathered may form part the underwriting of the **Policy** or form part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Any such data will only be used for the specific purposes set out in **Our** notice.

### How long will we keep your data for?

**Your** data will not be retained for longer than is necessary and will be managed in accordance with **Our** data retention **Policy**. In most cases, the retention period will be for a period of ten years following the expiry of the insurance contract, the closure of **Your** claim, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

### Will your data leave the United Kingdom?

**We** may store, process or transfer information **We** collect about **You** to destinations outside of the United Kingdom ("UK"). Where this happens, **We** ensure that **Your** information is treated securely using appropriate safeguards. For example, **We** would protect any transfer of data to another party with standard contractual clauses (SCCs) built in as part of the contractual obligations in accordance with GDPR legislation.

# Policy Cover

## General Definitions applicable to All Sections

Certain words have specific meanings when they appear throughout this **Policy**. They are printed in bold type.

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

### Binding Underwriter

Is the legal entity which **We** have authorised under contract to underwrite and bind insurance on **Our** behalf, their details are stated in the **Schedule**

### Communicable Disease

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

### Excess

The first amount as stated in this **Policy** or **Schedule** payable by **You** in relation to each and every claim under this **Policy**.

### Limit of Indemnity

The maximum amount **We** will pay as stated in the **Schedule**.

### Period of Insurance

The period shown as stated in the **Schedule** both days inclusive.

### Policy

The contract of insurance comprises of, the **Schedule**, terms, exclusions, conditions, applicable active policy **Sections** together with **Endorsements**.

### Schedule

Attaching to this **Policy** which incorporates **Your** details and the scope of coverage provided by this **Policy**.

### Section

That part of this **Policy** which states the detail of the coverage provided and shown as operative in the **Schedule**.

### Territorial Limits

Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

#### We/Us/Our/Insurer

**Irwell Insurance Company Limited** or any person appointed by **Us** and authorised to act on **Our** behalf in relation to this **Policy**.

## Definitions applicable to Sections 1 (Employers' Liability), 2 (Public Liability) and 3 (Products Liability)

#### Aggregate

Is the total amount **We** shall pay in any one **Period of Insurance** for any and all claims

#### Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos including any substance or product containing any asbestos fibres or derivatives.

#### Authority

Any governmental or statutory authority or other body implementing or enforcing legislation or regulation, including bye-laws of any municipal or local authority, or European Union Directive, within the **Territorial Limits**.

#### Bodily Injury

Bodily injury including physical injury, death, disease or illness (including but not limited to mental anguish or shock).

#### Business

As described in the **Schedule** conducted within the **Territorial Limits** including:

1. the ownership maintenance and repair of **Premises** owned or occupied by **You**;
2. **Your** provision and management of canteen sports social or welfare organisations for the benefit of **Employees** and ambulance first aid fire medical and security services;
3. **Your** participation in exhibitions;
4. the execution of private duties undertaken with **Your** prior written consent by **Employees** for any **Business Partner**, or director of **Yours**.

#### Business Partner

Any person in business with **You** under the terms of a partnership agreement whether express or implied or under legislation.

#### Damage

Physical loss, destruction or damage to tangible property.

#### Employee

1. Person under a contract of service or apprenticeship with **You**; and
2. Upon the written confirmation of the first named party stated in the **Schedule** any person whilst working for **You** in connection with **Your Business** who is a:
  - a) person who is hired to or borrowed by **You**;
  - b) person engaged by **You** in connection with work experience or training scheme;
  - c) labour master or person supplied by him under **Your** control or supervision;
  - d) self-employed person working on a labour only basis under **Your** control or supervision;
  - e) voluntary helper;

- f) person working under a community service order made pursuant to criminal justice legislation.

#### Endorsement

A written attachment forming part of this **Policy** noting any modifications or amendments in this **Policy**.

#### North America

Means the United States of America or Canada or their territories, possessions or protectorates.

#### Notifiable Asbestos

Asbestos that by the Control of Asbestos Regulations 2012 is required to be handled, removed, stripped out, demolished, stored, transported or disposed of by a Health and Safety Executive (HSE) licensed contractor.

#### Offshore

From the time of embarkation onto a vessel or aircraft at the point of final departure for conveyance to offshore installations until the time of final disembarkation from a vessel or aircraft from such offshore installations onto land.

#### Premises

The **Buildings** and the land inside the boundaries at the risk address(es) stated in the **Schedule** used for the **Business**.

#### Products

Any goods (including their containers, packaging, labelling and instructions for use) manufactured, sold, supplied, hired out, repaired, renovated, serviced, altered, erected, installed or treated, by or on **Your** behalf, in connection with the **Business** and no longer in **Your** charge or control.

#### You/Your/Yourself/Insured

The person, company or any other legal entity stated in the **Schedule** together with any other additional parties named and agreed by **Us**. In the event of the death of any person, their personal representatives, but only in respect of legal liability incurred in connection with the **Business**.

# Section 1 – Employers’ Liability

## What is covered

We will cover **You** for all sums which **You** may become legally liable to pay as compensation including claimants costs and expenses in respect of **Bodily Injury** caused during the **Period of Insurance** to any **Employees** arising out of and in the course of their employment by **You** in the **Business** within the **Territorial Limits**.

We will also pay **Your** costs and expenses incurred with **Our** prior written consent:

- a) in defence of any claims;
- b) for representation at any coroners inquest in respect of any death;

which may be the subject of indemnity under this **Section**.

For the purposes of this **Section** (including any applicable **Limit of Indemnity**) all claims arising out of one occurrence or a series of occurrences consequent upon or attributable to one source or original cause will be deemed to be a single claim and single occurrence.

The most **We** will pay is the **Limit of Indemnity** as stated in the **Schedule** for any one occurrence, inclusive of all costs and expenses.

Extensions:

The insurance coverage provided by this **Section** is extended to include the following:

### 1. Accidental Discovery of Notifiable Asbestos and Work with Non Notifiable Non Licensed Asbestos

Legal liability for **Bodily Injury** to **Employees** caused by or arising from Non Notifiable and/or accidental discovery of **Notifiable Asbestos** or materials suspected to be **Notifiable Asbestos** when arising from Non Notifiable Non Licensed Asbestos work as permitted by the Control of Asbestos Regulations 2012.

**You** must ensure that:

- a) all handling, removal, stripping out, demolition, storage, transportation or disposal of that which is suspected to be **Notifiable Asbestos** ceases immediately upon discovery until the composition of all such materials is established;
- b) any subsequent handling, removal, stripping out, demolition, storage, transportation or disposal of **Notifiable Asbestos** is carried out by a Health and

## What is not covered

We shall not be liable under this **Section** for:

### 1. Offshore Exclusion

**Bodily Injury** to any **Employee** which arises out of **Offshore** work other than when specified in the **Schedule** as operative and only to the extent that an indemnity is deemed to be required in accordance with any law relating to compulsory insurance of **Employees** in which case **Our** total liability to pay damages inclusive of costs and expenses shall not exceed the minimum statutory limit of five million pounds (GBP5,000,000) in respect of any one occurrence.

### 2. Repatriation Costs Exclusion

- a) any medical costs or medical expenses;
- b) any repatriation costs or repatriation expenses;

incurred by any **Employee** whilst outside the **Territorial Limits**.

### 3. Road Traffic Act Exclusion

**Bodily Injury** to any **Employee** to the extent that compulsory motor insurance or security is required in **Your** name under the Road Traffic Act 1988 or by any other compulsory insurance required by road traffic legislation.

### 4. Terrorist Acts Exclusion

**Bodily Injury** to any **Employee** which arises out of an act of terrorism except to the extent that an indemnity is deemed to be required in accordance with any law relating to compulsory insurance of **Employees** in which case **Our** total liability to pay damages inclusive of costs and expenses shall not exceed the minimum statutory limit of five million pounds (GBP5,000,000) in respect of any one occurrence.

An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.



Safety Executive (HSE) licensed contractor on terms which cover **You** for all liability arising out of such work;

**Our** liability to pay compensation including costs and expenses in respect of any **Asbestos** shall not exceed the minimum statutory limit of five million pounds (GBP 5,000,000) in respect of any one occurrence.

For the purposes of the cover provided by this extension, General Exclusions applicable to Sections 1 (Employers' Liability), 2 (Public Liability) and 3 (Products Liability) number 1. (Asbestos) shall not apply.

## 2. Court Attendance Costs

**We** will pay **You** the daily rates as stated below if any of the following are required to attend court as a witness at **Our** request:

- a) any of **Your** directors or **Business Partners**: daily rate five hundred pounds (GBP500);
- b) any **Employee**: daily rate two hundred and fifty pounds (GBP250).

## 3. Indemnity to other Person(s) and Parties

At the request of the first named party stated in the **Schedule** and with **Our** written consent **We** shall cover:

- a) any director, partner or **Employee of Yours** while acting in connection with the **Business**, provided that **You** would have been entitled to indemnity under this **Section** if the claim had been made against **You**;
- b) any officer or member, of **Your** canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services, in their respective capacity as such;

Provided that;

- i) such person(s) and additional parties shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this **Policy**, in so far as they can apply and shall not be entitled to an indemnity under any other insurance.
- ii) **We** have full conduct and control of the claim.
- iii) **Our** liability to all parties indemnified under this extension shall not exceed the total **Limit of Indemnity** as stated in the **Schedule**.

#### **4. Non-Manual Work Overseas and Manual Work in the European Economic Area**

Legal liability in respect of **Bodily Injury** caused outside of the **Territorial Limits** to **Employees** ordinarily resident and under a contract of employment or apprenticeship entered into within the **Territorial Limits** when temporarily engaged in non-manual work elsewhere in the world and manual work whilst within the European Economic Area geographical limits.

This extension does not provide any coverage:

- a) for **Offshore** work of any kind.
- b) required to comply with local labour laws or workers compensation act coverage requirements outside of the **Territorial Limits**.

#### **5. Unsatisfied Court Judgments**

We will, at **Your** request, pay costs and damages to any **Employee** or their personal representative, which remain unpaid six (6) months after the date a judgment for **Bodily Injury** to the **Employee** which was obtained against another party domiciled within the **Territorial Limits**.

Payment will only be made where:

- a) the **Bodily Injury** was caused in the course of **Your Business** and during the **Period of Insurance**;
- b) the judgment was made in a court within the **Territorial Limits**;
- c) there is no appeal outstanding to the judgment;
- d) the **Employee** or their personal representative assigns the judgment debt to **Us**.

#### **6. Wage Replacement following a RIDDOR reportable incident**

The following definitions apply to this extension in addition to those included in the **Policy** which are applicable to **Sections 1, 2 and 3**:

**Absence** – A continuous period of medically certified absence by an **Employee** which is solely due to a **RIDDOR** reportable accident arising out of and in the course of their employment.

**Bodily Injury** – As defined in the **Policy** as **Injury** but not any illness or disease that is gradual in its development or is the result of exposure to **Asbestos**.

**Circumstances** – The factual details of a **RIDDOR** reportable accident in the workplace.

**Injured Person** – The **Employee** who has sustained a **RIDDOR** reportable accident in the workplace and has been selected by the **Insured** to be the subject of a **Wage Replacement Claim** request.

**Investigation** – The preliminary process which is designed to be completed within 14 days of a claim notification and by which **We** determine whether the **Circumstances** will give rise to a legal liability.

**RIDDOR** – Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013, which puts duties on the **Business** to report certain serious workplace accidents, occupational diseases and specified dangerous occurrences.

**Wage Replacement Claim** – A notification from the **Insured** of a **RIDDOR** reportable accident in the workplace where a decision has been made by the **Insured** to contribute to pay **Wages** to the **Injured Person** during **Absence**.

**Wages** – Payment equivalent to normal pay including overtime and bonus calculated as a monthly average over the preceding twelve-month period.

It is agreed that at the request of the **Insured** this extension will indemnify the **Insured** in respect of **Wages** paid to an **Injured Person** following **Bodily Injury** which results in **Absence** where it is reasonable for the **Insured** to infer the **Circumstances** will on balance of probabilities give rise to a legal liability.

Provided always that:

- a) The **Circumstances** are notified as a **Wage Replacement Claim** within 21 days of knowledge of the incident to:

DWF Claims Management & Adjusting  
Redcliff Quay  
120 Redcliff Street  
Bristol  
BS1 6HU

Claims telephone: 0344 892 3937  
Email: irwell@dwfclaims.com

- b) Where the **Insurer's Investigation** deems that on the balance of probabilities a liability will attach to the **Insured** this extension shall indemnify for a maximum period of 52 weeks from the date of commencement of the **Absence**.
- c) **Wages** paid by the **Insured** prior to determination of liability by **Us** shall be limited to a maximum of 28 days **Absence** where **Our** subsequent



- Investigation** deems that on the balance of probabilities no liability will attach.
- d) In the event of **Absence** not exceeding 30 consecutive days the indemnity will be subject to a **£750 Excess**.
  - e) The **Insured** shall assist in providing any reasonable programme of rehabilitation to the **Injured Person** at **Our** expense and at **Our** reasonable request the **Insured** will discontinue **Wages** payments should the **Injured Person** refuse to submit to such a programme without good reason or fails to provide evidence in support of continues **Absence**.
  - f) The **Insured** will submit a schedule of **Wages** paid to the **Insured Person** at 90 day intervals to **Us** and **We** will reimburse the **Insured** upon presentation and approval of a schedule of **Wages** paid.
  - g) **We** may cease reimbursing **Wages** under this extension at any stage should:
    - i) Evidence become available indicating that on the balance of probabilities no liability will attach to the **Insured**
    - ii) The **Insured** breach any term or condition of this **Policy**
    - iii) The **Insured** fail to cooperate with **Our** reasonable requests

**Our** intention to cease reimbursing **Wages** under this extension shall be notified to the **Insured** in writing.
  - h) At **Our** request the **Insured** shall use their best endeavours to obtain a signed medical consent form from the **Injured Person** in the format prescribed by **Us** upon completion of the **Investigation**.
  - i) This extension does not apply in respect of **Injury** sustained by **Employees** of the **Insured** whilst working permanently outside Great Britain Northern Ireland the Isle of Man or the Channel Islands.
  - j) This extension does not confer any rights to an **Employee**.
  - k) This extension does not apply in respect of any **Communicable Disease**.

## Conditions applicable to Section 1 – Employer’s Liability

### 1. Provisions of Compulsory Law

The indemnity provided by this **Section** is deemed to be in accordance with the provisions of any law relating to compulsory insurance of legal liability to **Employees** within the **Territorial Limits** but **You** agree to repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law.

### 2. Certificate of Employers’ Liability Insurance

If this **Policy** or this **Section** is cancelled, any Certificate of Employers’ Liability Insurance shall be similarly cancelled from the same date.

### 3. Personal protective equipment for employees and provision of work equipment

- a) **You** shall ensure compliance with the requirements of the Personal Protective Equipment at Work Regulations 1992 and/or Provision and Use of Work Equipment Regulations 1998 (PUWER) or any subsequent legislation amending or replacing such Regulations; and
- b) **You** must hold for **Our** inspection for a period of not less than five (5) years a copy of up to date records regarding the issue, maintenance and any other information which needs to be recorded in compliance with Personal Protective Equipment at Work Regulations 1992 and/or Provision and Use of Work Equipment Regulations 1998 (PUWER).

### 4. Compliance with government guidance regarding working safely during a pandemic.

**You** shall ensure compliance, as far as reasonably practicable, with the latest government guidance on working safely during a pandemic, including the COVID-19 pandemic, this shall include:

- a) completing a suitable and sufficient assessment of the risks in the workplace and reviewing and updating (where required), when government guidance changes.
- b) identifying suitable and sufficient control measures to manage that risk
- c) implement sufficient control measures to manage the risk
- d) providing information and instruction to **Employees** and those visiting **Your Premises**

## Section 2 – Public Liability

### Definitions

The following definitions apply to this **Section** and shall keep the same meaning wherever they appear. In the case of any conflict between the general definitions and a **Section 2** definition, the definitions in **Section 2** shall prevail.

#### Vehicle

Any mechanically propelled vehicle (including any attached machinery or apparatus) and trailer being used in circumstances, where compulsory motor insurance or security is required in **Your** name under the Road Traffic Act 1988 or by any other compulsory insurance required by road traffic legislation.

What is covered	What is not covered
<p><b>We</b> will cover <b>You</b> for all sums which <b>You</b> may become legally liable to pay as compensation including claimants costs and expenses in respect of:</p> <ol style="list-style-type: none"> <li>1. accidental <b>Bodily Injury</b> to any person other than an <b>Employee</b>;</li> <li>2. accidental <b>Damage</b>;</li> <li>3. accidental trespass, accidental nuisance;</li> <li>4. charges of wrongful arrest or malicious prosecution brought against <b>You</b> arising out of any allegation of shoplifting at <b>Your Premises</b>;</li> </ol> <p>occurring during the <b>Period of Insurance</b> within the <b>Territorial Limits</b> in connection with the <b>Business</b>.</p> <p><b>We</b> will also pay <b>Your</b> costs and expenses incurred with <b>Our</b> prior written consent:</p> <ol style="list-style-type: none"> <li>a) in defence of any claims;</li> <li>b) for representation at any coroners inquest in respect of any death;</li> </ol> <p>which may be the subject of indemnity under this <b>Section</b>.</p> <p>For the purposes of this <b>Section</b> (including any applicable <b>Limit of Indemnity</b>) all claims arising out of one occurrence or a series of occurrences consequent upon or attributable to one source or original cause will be deemed to be a single claim and single occurrence.</p> <p>The most <b>We</b> will pay is the <b>Limit of Indemnity</b> as stated in the <b>Schedule</b> for any one occurrence, inclusive of all costs and expenses.</p> <p>Extensions:</p> <p>The insurance coverage provided by this <b>Section</b> is extended to include the following:</p>	<p><b>We</b> shall not be liable under this <b>Section</b> for the following:</p> <ol style="list-style-type: none"> <li><b>1. Aircraft and Watercraft Exclusion</b> <b>We</b> do not cover legal liability arising from <b>You</b> owning, possessing or using any: <ol style="list-style-type: none"> <li>a) aircraft, drones and other aerial devices;</li> <li>b) watercraft or other vessels (other than small vessels of 3 metres or less on inland waterways).</li> </ol> </li> <li><b>2. Airside &amp; Airport Exclusion</b> <b>We</b> do not cover legal liability arising in connection with any work undertaken in or on: <ol style="list-style-type: none"> <li>a) aircraft, drones and other aerial devices;</li> <li>b) any airport, aerodrome or helipad including runways, manoeuvring areas or aprons or any part of an airport, aerodrome or helipad to which aircraft ordinarily have access.</li> </ol> </li> <li><b>3. Contractual Liability Exclusion</b> <b>We</b> do not cover legal liability assumed by <b>You</b> under a contract or agreement unless such liability would have attached to <b>You</b> in the absence of the contract or agreement.</li> <li><b>4. Custody and Control Exclusion</b> <b>We</b> do not cover legal liability for any property in <b>Your</b> care, custody or control, other than: <ol style="list-style-type: none"> <li>a) <b>Employees'</b> or visitors' personal effects. The maximum <b>We</b> shall pay is two thousand five hundred pounds (GBP2,500) in the <b>Aggregate</b>.</li> <li>b) Any premises (including contents) not being premises owned leased or rented to <b>You</b> which</li> </ol> </li> </ol>



### 1. Consumer Protection and Food Safety Acts

At **Your** request and with **Our** written consent **We** shall pay the legal expenses incurred by any **Business Partner**, director or **Employee** in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under:

- a) Part 2 of the Consumer Protection Act 1987; or
- b) Part 2 of the Food Safety Act 1990;

committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**.

**We** will not pay for:

- i) any legal expenses unless **We** have the conduct and control of all proceedings and appeals;
- ii) fines or penalties of any kind;
- iii) proceedings or appeals in respect of any deliberate act or omission.

### 2. Court Attendance Costs

**We** will pay **You** the daily rates as stated below if any of the following are required to attend court as a witness at **Our** request:

- a) any of **Your** directors or **Business Partners**: daily rate five hundred pounds (GBP500);
- b) any **Employee**: daily rate two hundred and fifty pounds (GBP250).

### 3. Defective Premises Act 1972

**We** shall pay **You** in respect of **Your** legal liability incurred by **You** in connection with **Your Business** under section 3 of the Defective Premises Act 1972.

This extension shall not apply to the cost of rectifying any damage or defect in the **Premises** or land disposed of.

### 4. Indemnity to other Person(s) and Parties

At the request of the first named party stated in the **Schedule** and with **Our** written consent **We** shall cover:

- a) any director, partner or **Employee** of **Yours** while acting in connection with the **Business**, provided that **You** would have been entitled to indemnity under this **Section** if the claim had been made against **You**;
- b) any officer or member, of **Your** canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services, in their respective capacity as such;

Provided that:

are temporarily occupied by **You** for the purpose of carrying out work in or to such premises.

### 5. Damage to Owned Leased or Rented Premises Exclusion

**We** do not cover legal liability for:

- a) **Damage** to premises (or fixtures and fittings) presently or at any time previously owned leased or rented to **You** if liability for **Damage** is assumed by **You** under a lease or other agreement unless such liability would have attached in the absence of such agreement;
- b) **Damage** to land or water within or below the boundaries of any land or premises presently or at any time previously owned leased or rented to **You** or otherwise in **Your** care, custody or control.

### 6. Damage to Property Worked Upon Exclusion

**We** do not cover legal liability for **Damage** to the part of the property or article being worked upon and any consequential loss arising from **Damage** to the part of the property or article.

### 7. Defamation Libel and Slander Exclusion

**We** do not cover legal liability resulting or arising from defamation, libel, slander or malicious falsehood.

### 8. Defective Workmanship Exclusion

**We** do not cover legal liability for costs of recall, removal, repair, alteration, replacement, rectifying, reinstatement of property or article worked upon arising from defective or incorrect workmanship by **You** or anyone working on **Your** behalf.

### 9. Fungus Toxic Mould and Mildew Exclusion

**We** do not cover legal liability arising out of or related to any mould or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by mould or fungi) or:

- a) for any costs or expenses associated in any way with the abatement, mitigation, remediation, containment, detoxification, neutralisation, monitoring, removal, disposal, or any obligation to investigate or assess the presence of effects of, any moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi); or
- b) any obligation or duty to defend any actions arising out of or resulting from or in any way related to any moulds or other fungi (including but not limited to mildew or mycotoxins or spores

- i) such person(s) and additional parties shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this **Policy**, in so far as they can apply and shall not be entitled to an indemnity under any other insurance.
- ii) **We** have full conduct and control of the claim.
- iii) **Our** liability to all parties indemnified under this extension shall not exceed the total **Limit of Indemnity** as stated in the **Schedule**.

#### 5. Indemnity to Principals

**We** shall, at **Your** request, cover any principal to the extent required by a contract between **You** and the principal, in respect of legal liability arising solely from the negligent performance of work by **You** for such principal.

To qualify for indemnity under this extension:

- a) **We** shall retain sole conduct and control of any claim; and
- b) the principal shall observe and fulfil the requirements of this **Policy**, in so far as they can apply.

#### 6. Motor Contingent Liability

**We** shall cover **You** for **Your** vicarious legal liability arising out of the use in the course of the **Business** of any **Vehicle** which is neither **Your** property, nor provided by **You**.

This extension of cover shall not apply:

- a) for loss, destruction or damage, to such **Vehicle** or any property contained within it;
- b) whilst **You** are driving the **Vehicle**;
- c) to the **Vehicle** being driven with **Your** consent by any person who does not hold a licence to drive the **Vehicle**;
- d) for legal liability arising outside the **Territorial Limits**;
- e) to the ownership, possession or use by **You** or on **Your** behalf of any **Vehicle** for which compulsory insurance is required by legislation.

#### 7. Overseas Business and Personal Liability

**We** shall cover legal liability arising under any applicable jurisdiction for **You**, any of **Your** directors, **Business Partners** or **Employees** while temporarily outside of the **Territorial Limits** in connection with the **Business** and in a personal capacity provided **We** are not prohibited from doing so under any local statute or ordinance.

or any other substance or product produced or released by moulds or fungi).

#### 10. Hazardous Substances Exclusion

**We** do not cover legal liability for any loss cost or expense arising out of or as a consequence of or related to:

- a) the mining, processing, manufacture, production, storage, handling, removal, stripping out, demolition, transportation, sale, ownership, disposal, use of or exposure to respirable crystalline silica (RCS) or polychlorinated biphenyls and any materials or products containing such substances; and
- b) any hazardous materials or substances which are required by any statute to be removed, encapsulated or otherwise abated because they may be hazardous to human health.

#### 11. Injury to Employees Exclusion

**We** do not cover legal liability in respect of **Bodily Injury** to any **Employee**.

#### 12. Motor Liability Exclusion

**We** do not cover legal liability arising out of the ownership possession or use by **You** or on **Your** behalf of any **Vehicle** for which compulsory insurance is required by legislation.

#### 13. Products Exclusion

**We** do not cover legal liability arising out of **Products**.

#### 14. Professional Advice and Design (for a fee) Exclusion

**We** do not cover legal liability arising from advice, error, omission in connection with, instruction, consultancy, design, formula, specification, inspection, certification or testing undertaken or provided by **You** or on **Your** behalf for a separate fee or under a separate contract.

#### 15. Use of Heat Away from your Premises Exclusion

**We** do not cover legal liability arising from any work by **You** or on **Your** behalf away from **Your Premises** involving the use of heat, naked flame, welding equipment or angle grinders.

#### 16. Burning of Debris Exclusion

**We** do not cover legal liability arising from the burning of debris and/or waste materials of any description.

This extension of cover shall not apply:

- a) to legal liability arising out of the ownership or tenure of any land or building outside of the **Territorial Limits**;
- b) to **North America**, except in respect of non-manual work and activities, subject to the following additional limitations:
  - i) excluding legal liability arising from the pollution and contamination of buildings or other structures or of water or land or of the atmosphere caused by the discharge, dispersal, release or escape of pollutants;
  - ii) excluding payment for punitive, aggravated or exemplary damages;
  - iii) the **Limit of Indemnity** shall be inclusive of all costs and expenses.

## Conditions applicable to Section 2 – Public Liability

### 1. Combined Limit of Liability for Sudden and Accidental Seepage, Pollution and Contamination

Subject to the General Exclusion applicable to Sections 1, 2 and 3 for Industries Gradual Seepage, Pollution and Contamination, **Our** total combined maximum liability for seepage, pollution or contamination shall be limited to and not exceed the per occurrence **Limit of Indemnity** stated in the **Schedule** and shall become a combined single aggregate amount (inclusive of all costs and expenses) for the **Period of Insurance** for both **Sections 2** (Public Liability) and 3 (Products Liability).

### 2. Excess applicable to Section 2

Before **We** cover **You** under this **Section**, **You** shall be responsible for any **Excess**.

## Section 3 – Products Liability

What is covered	What is not covered
<p><b>We</b> will cover <b>You</b> for all sums which <b>You</b> may become legally liable to pay as compensation including claimants costs and expenses in respect of:</p> <ol style="list-style-type: none"> <li>1. accidental <b>Bodily Injury</b> to any person other than an <b>Employee</b>;</li> <li>2. accidental <b>Damage</b>;</li> </ol> <p>occurring anywhere in the world in accordance with any applicable jurisdiction other than <b>North America</b> provided <b>We</b> are not prohibited from doing so under any local statute or ordinance, during the <b>Period of Insurance</b> arising out of <b>Products</b> supplied by <b>You</b> from <b>Your Premises</b> within the <b>Territorial Limits</b>.</p> <p><b>We</b> will also pay <b>Your</b> costs and expenses incurred with <b>Our</b> prior written consent:</p> <ol style="list-style-type: none"> <li>a) in defence of any claims;</li> <li>b) for representation at any coroner’s inquest in respect of any death;</li> </ol> <p>which may be the subject of indemnity under this <b>Section</b>.</p> <p>For the purposes of this <b>Section</b> (including any applicable <b>Limit of Indemnity</b>) all claims arising out of one occurrence or a series of occurrences consequent upon or attributable to one source or original cause will be deemed to be a single claim and single occurrence.</p> <p>The most <b>We</b> will pay is the <b>Limit of Indemnity</b> as stated in the <b>Schedule</b> for any one occurrence or series of occurrences and in the <b>Aggregate</b>, inclusive of all costs and expenses for any one <b>Period of Insurance</b>.</p> <p>Extensions:</p> <p>The insurance coverage provided by this <b>Section</b> is extended to include the following:</p> <ol style="list-style-type: none"> <li><b>1. Consumer Protection and Food Safety Acts</b></li> </ol> <p>At <b>Your</b> request and with <b>Our</b> written consent <b>We</b> shall pay the legal expenses incurred by any <b>Business Partner</b>, director or <b>Employee</b> in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under:</p> <ol style="list-style-type: none"> <li>a) Part 2 of the Consumer Protection Act 1987; or</li> <li>b) Part 2 of the Food Safety Act 1990;</li> </ol>	<p><b>We</b> shall not be liable under this <b>Section</b> for the following:</p> <ol style="list-style-type: none"> <li><b>1. Aircraft and Watercraft Exclusion</b></li> </ol> <p><b>We</b> do not cover legal liability arising from <b>You</b> owning, possessing or using any:</p> <ol style="list-style-type: none"> <li>a) aircraft, drones and other aerial devices;</li> <li>b) watercraft or other vessels (other than small vessels of 3 metres or less on inland waterways).</li> </ol> <ol style="list-style-type: none"> <li><b>2. Contractual Liability Exclusion</b></li> </ol> <p><b>We</b> do not cover legal liability assumed by <b>You</b> under a contract or agreement unless such liability would have attached to <b>You</b> in the absence of the contract or agreement.</p> <ol style="list-style-type: none"> <li><b>3. Failure of Product Exclusion unless due to manufacturing defect</b></li> </ol> <p><b>We</b> do not cover legal liability arising from:</p> <ol style="list-style-type: none"> <li>a) the failure of a <b>Product</b> for its intended purpose arising out of design or formulation unless such failure is due to an unintentional error in the manufacture or assembly of the <b>Product</b>;</li> <li>b) any warranty or guarantee in respect of the <b>Product</b> or its performance.</li> </ol> <ol style="list-style-type: none"> <li><b>4. Fungus Toxic Mould and Mildew Exclusion</b></li> </ol> <p><b>We</b> do not cover legal liability arising out of or related to any mould or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi) or:</p> <ol style="list-style-type: none"> <li>a) for any costs or expenses associated in any way with the abatement, mitigation, remediation, containment, detoxification, neutralisation, monitoring, removal, disposal, or any obligation to investigate or assess the presence of effects of, any moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi); or</li> <li>b) any obligation or duty to defend any actions arising out of resulting from or in any way related to any moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any</li> </ol>

committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**.

**We** will not pay for:

- i) any legal expenses unless **We** have the conduct and control of all proceedings and appeals;
- ii) fines or penalties of any kind;
- iii) proceedings or appeals in respect of any deliberate act or omission.

## 2. Court Attendance Costs

**We** will pay **You** the daily rates as stated below if any of the following are required to attend court as a witness at **Our** request:

- a) any of **Your** directors or **Business Partners**: daily rate five hundred pounds (GBP500);
- b) any **Employee**: daily rate two hundred and fifty pounds (GBP250).

## 3. Indemnity to other Person(s) and Parties

At the request of the first named party stated in the **Schedule** and with **Our** written consent **We** shall cover:

- a. any director, partner or **Employee** of **Yours** while acting in connection with the **Business**, provided that **You** would have been entitled to indemnity under this **Section** if the claim had been made against **You**;
- b. any officer or member, of **Your** canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services, in their respective capacity as such;

Provided that;

- i) such person(s) and additional parties shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this **Policy**, in so far as they can apply and shall not be entitled to an indemnity under any other insurance.
- ii) **We** have full conduct and control of the claim.
- iii) **Our** liability to all parties indemnified under this extension shall not exceed the total **Limit of Indemnity** as stated in the **Schedule**.

other substance or product produced or released by moulds or fungi).

## 5. Hazardous Products Exclusion

**We** do not cover legal liability arising from:

- a) **Products** to be used in connection with or incorporated into or on any aircraft, drones and other aerial devices, airport, aerodrome, helipad or ground based aircraft control equipment;
- b) **Products** to be used in medical equipment or devices for internal, invasive and/or critical use in or on the human body;
- c) manufacture or supply of pharmaceutical and cosmetic **Products** other than retail sales;
- d) **Products** exported to **North America**.

## 6. Product Recall and Refund Exclusion

**We** do not cover legal liability arising from:

- a) the loss or expenditure incurred by anyone in recalling, modifying, disposing of or making a refund in respect of any **Product**;
- b) **Damage** to any **Product** or for the costs of recall, removal, repair, alteration, replacement or reinstatement of such **Product** caused by any defect in it or the unsuitability for its intended purpose;
- c) **Damage** to or the cost of removing, reinstating, replacing or rectifying any **Product** under a separate previously completed contract.

## 7. Professional Advice and Design (for a fee) Exclusion

**We** do not cover legal liability arising from advice, error or omission in connection with instruction, consultancy, design, formula, specification, inspection, certification or testing undertaken or provided by **You** or on **Your** behalf for a separate fee or under a separate contract.

## Conditions applicable to Section 3 – Products Liability

### 1. Combined Limit of Liability for Sudden and Accidental Seepage, Pollution and Contamination

Subject to the General Exclusion applicable to Sections 1, 2 and 3 for Industries Gradual Seepage, Pollution and Contamination, **Our** total combined maximum liability for seepage, pollution or contamination shall be limited to and not exceed the per occurrence **Limit of Indemnity** stated in the **Schedule** and shall become a combined single aggregate amount (inclusive of all costs and expenses) for the **Period of Insurance** for both **Sections 2** (Public Liability) and 3 (Products Liability).

### 2. Excess applicable to Section 3

Before **We** cover **You** under this **Section**, **You** shall be responsible for any **Excess**.

## General Conditions applicable to Sections 1 (Employers' Liability), 2 (Public Liability) and 3 (Products Liability)

### 1. Access

**You** shall allow **Us** access at reasonable times to examine any property insured.

### 2. Change of Risk or Interest

This **Policy** shall cease to be in force if:

1. **Your** interest in the **Business** ends, other than by death;
2. the **Business** is to be wound up or carried on by a liquidator, administrator or receiver or permanently discontinued unless **We** otherwise agree in writing.

### 3. Compliance

To the extent that this **Policy** requires anything to be done or complied with by **You**, **You** shall provide such proof of compliance as **We** may reasonably require at **Your** expense.

Without limiting any of **Our** other rights, in the event that **You** breach any term or condition in **Your Policy**, **We** may reject or reduce claims to the extent that **Our** liability under this **Policy** has been incurred or increased by reason of the breach.

### 4. Cross Liability

If more than one party is named as the **Insured**, **We** will treat each party as if a separate **Policy** had been issued to each **Insured** provided that **Our** liability to all parties indemnified shall not exceed the total **Limit of Indemnity** as stated in the **Schedule**.

### 5. Inspection and Audit

**We** shall be permitted to inspect the **Premises** and the means of storing or recording **Your** books and records and to examine and audit **Your** books and records at any time during the **Period of Insurance**, any extension of the **Period of Insurance** and within three (3) years after the final termination of this **Policy**, as far as they relate to the premium basis or the subject matter of this insurance, and to verify any statements of accounts receivable submitted by **You** and the amount of accounts receivable on which **We** have made any settlement.

### 6. Premium Adjustment

If any part of the premium is based on estimates provided by **You**, **You** shall keep an accurate record containing all relevant information and shall at any time allow **Us** to inspect such record. **You** shall within ninety (90) days after the expiry of each **Period of Insurance** furnish **Us** the relevant information, including but not limited to wage roll and turnover, as **We** may require.

The premium shall then be adjusted and the difference paid by or allowed to **You**, subject to any minimum premium required, within thirty (30) days of receipt of **Our** adjusted premium calculations.

**We** reserve the right to request **You** to supply an auditor's certificate attesting to the accuracy of any information furnished to **Us**.

Where such estimates include remuneration to **Employees**, the required declaration shall also include remuneration to all persons defined as **Employees** by this **Policy**.

**Your** failure to declare such relevant information to **Us**, shall entitle **Us** to assess **Our** own estimate(s) if **We** so wish and calculate any further premium payment, which shall become payable by **You**.



## 7. Reasonable Precautions

**You** shall:

1. take all reasonable precautions to prevent any event which may give rise to a claim under this **Policy**;
2. take all reasonable precautions to comply with all statutory requirements and regulations imposed by any **Authority**.

## 8. Survey Requirements

**You** shall comply with all requirements which **We** may specify following any survey **We** commission in relation to **Your Business** within the time limits specified by **Us** and remain in compliance thereafter throughout the **Period of Insurance** and any subsequent **Period of Insurance**.

# General Exclusions applicable to Sections 1 (Employers' Liability), 2 (Public Liability) and 3 (Products Liability)

The following exclusions apply to **Policy Sections 1, 2 and 3** and shall keep the same meaning wherever they appear unless an alternative is stated to apply. They operate only as exclusions of cover and do not extend the cover provided by this **Policy** in any way. These Exclusions operate in addition to the **Section** exclusions unless stated expressly not to apply.

The following General Exclusions numbered 1, 3, 4, 5, 6, 8, and 10 shall not apply to **Section 1** (Employers' Liability) of the **Policy**.

### 1. Asbestos Exclusion

This **Policy** does not cover legal liability arising from or contributed to by:

- a) the mining, processing, manufacture, production, storage, handling, removal, stripping out, demolition, transportation, sale, ownership, disposal, products or materials containing **Asbestos**;
- b) inhalation or ingestion of **Asbestos**;
- c) exposure to or fear of the consequences of exposure to **Asbestos**;
- d) the presence of **Asbestos** in any property or buildings or on land;
- e) investigating managing removing controlling or remediation of **Asbestos**.

### 2. Biological or Chemical Materials Exclusion

This **Policy** does not cover legal liability arising from, relating to or contributed to by the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials.

### 3. Confiscation Requisition Exclusion

This **Policy** does not cover legal liability arising from delay, embargo, nationalisation, confiscation, requisition, seizure or destruction, by or by order of the government or any public authority.

### 4. Cyber Exclusion

This **Policy** does not cover legal liability arising from:

- a) any computer virus, malicious code or other malware which causes the malfunction of or prevents access by **You** or any external party to any **Computer System** used in connection with **Your Business**;
- b) the onward transmission of any computer virus or other malware to any external party who uses **Your** website or has authorised connection to **Your Computer System**;



- c) the denial of access or use by **You** or any authorised party to **Your Computer System**;
- d) the content of **Your** website, email, intranet or extranet, including alterations or additions made by a hacker or any unauthorised external party;
- e) the failure of electronic, electromechanical data processing or electronically controlled equipment or electronic data, to correctly recognise any given date, or to process data, or to operate properly due to failure to recognise any given date due to inherent defect or computer virus, malicious code or other malware;
- f) actual or alleged infringement of any intellectual property rights, including any copyright, trademark, passing off or linking to or framing of another page;
- g) defamation, libel, slander or malicious falsehood;
- h) any breach, violation or infringement of any right to privacy, consumer data protection law, or other legal protection for personal data;
- i) the unauthorised collection or misuse of any data concerning any customer or potential customer which is either confidential or subject to statutory restrictions on its use and which **You** obtained through the internet or extranet or website and hold in **Your** possession.
- j) any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data including data that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**, including any amount pertaining to the value of such data, nor shall it be considered as physical loss or damage for the purposes of this exclusion;
- k) 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**;
- l) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**;
- m) 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**.

Definitions applicable to this Exclusion:

**Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

## 5. Industries Gradual Seepage, Pollution and Contamination Exclusion

This **Policy** does not cover legal liability arising from:

- a) **Bodily Injury** or **Damage** to, or loss of use of property caused by seepage, pollution or contamination. This paragraph A. shall not apply to liability for **Bodily Injury** or **Damage** to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, accidental, unintended and unexpected incident which takes place in its entirety at a specific time and place originating from within the **Territorial Limits** during the **Period of Insurance**;
- b) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, accidental, unintended and unexpected incident which takes place in its entirety at a specific time and place originating from within the **Territorial Limits** during the **Period of Insurance**;
- c) Fines, penalties, punitive or exemplary damages associated with a) or b) above.

For the purpose of this exclusion polluting or contaminating substances include but are not limited to, smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

#### 6. Insolvency Exclusion

This **Policy** does not cover legal liability arising out of or contributed to by **Your** bankruptcy, insolvency, liquidation, winding up, administration or arrangement with creditors or insufficient funding.

#### 7. Material Change of Insured Risks

This **Policy** does not cover legal liability arising from or connected to a material change to **You, Your Business** or the risks insured, as compared to the situation which applied at the inception of this **Policy**, unless covered by an express extension or **Endorsement** to the **Policy**.

#### 8. North America Domiciled and Jurisdiction Exclusion

This **Policy** does not cover legal liability arising out of domiciled operations in **North America**, or in respect of any claim which is made within the legal jurisdiction of **North America** other than to the extent cover is provided under extension 7 Overseas Business and Personal Liability of Section 2 - Public Liability.

#### 9. Offshore Installations Exclusion

This **Policy** does not cover legal liability arising out of offshore installations as defined in the Health and Safety at Work etc. Act 1974 and the Offshore Installations and Pipeline Works (Management and Administration) Regulations 1995 or any similar legislation, irrespective of whether such installations are located in territorial or international waters.

#### 10. Punitive and Exemplary Damages Exclusion

This **Policy** does not cover legal liability for the payment of, fines, penalties, liquidated damages, punitive, aggravated or exemplary damages.

## Definitions applicable to Section 4 (Commercial Legal Protection) and Section 5 (Employment Legal Protection)

### Adviser's Costs and Expenses

- a) Reasonable and necessary costs, fees and disbursements chargeable by the **Appointed Adviser** which have been agreed by **Us** in accordance with **Our Standard Adviser's Terms of Appointment**.
- b) Costs and disbursements incurred by the other party in civil cases if an **Insured Person** is ordered to pay them or pay them with **Our** agreement.

### Appointed Adviser

The law firm, accountant or other suitably qualified person appointed by **Us** to act on **Your** behalf, under the terms and conditions of this insurance and in accordance with **Our Standard Adviser's Terms of Appointment**.

### Business/ Business Activity

The activities carried out by **You**, as shown in **Your Schedule**.

### Employee

Any prospective, current or former person contracted to work for **You** under a permanent full or permanent part time contract of employment or apprenticeship or an individual who works under **Your** supervision.

### Insured Incident

An incident or event or the first in a series of incidents or events, arising at the same time or from the same originating cause, which leads to a claim under this insurance and where **We** have agreed to provide cover under the terms and conditions of this insurance.

### Insured Person

**You**, and at **Your** request:

- a) **Your** directors, partners, managers, and **employees**.

### Reasonable Prospects of Success

For each action following an **Insured Incident** there must always be more than a 50% chance that **You** will:

- a) recover any losses or damages;
- b) successfully defend a claim or prosecution;
- c) succeed in reducing a sentence, penalty or a fine if **You** plead guilty in a criminal prosecution;
- d) succeed in enforcing a judgment or obtain a legal remedy which **We** have agreed to; or
- e) make a successful appeal or defence of an appeal.

In all cases **We** or a suitably qualified expert acting on **Our** behalf will assess whether **Reasonable Prospects of Success** exist. This assessment will also take into account whether a reasonable person would wish to pursue such a dispute if this insurance was not in force.

### Standard Adviser's Terms of Appointment

A separate agreement, available on request, that **We** require an **Appointed Adviser** to enter into with **Us**. This agreement sets out the **Appointed Adviser's** responsibilities and the amounts **We** will pay the **Appointed Adviser** in respect of an **Insured Incident**.

### You or Your

The person, company or any other legal entity stated in the **Schedule**

## Section 4 – Commercial Legal Protection

### Introduction

Thank you for purchasing Commercial Legal Protection Insurance from Irwell Insurance Company Limited.

This insurance will support **You** in pursuing or defending **Your** legal rights in an **Insured Incident**.

This is **Your** Commercial Legal Protection **Policy** document and it provides evidence of the contract between **You** and the **Insurer**.

This document forms part of **Your Policy**, along with **Your Schedule**, any **Endorsements** and, where applicable, a completed proposal form or Statement of Fact. Together these documents will give **You** full details of **Your** cover and the obligations between **You** and the **Insurer**.

### Our obligation to you

In return for **You** paying or agreeing to pay the **Premium** shown in **Your Schedule** and subject to the terms, exclusions, limits and conditions of this **Policy** and any **Endorsements**, **We** will provide the cover detailed in the “Policy Cover” section of this **Policy** below.

Provided that:

- i) The **Insured Incident** is within the **Territorial Limit**; and
- ii) The action following an **Insured Incident** always has **Reasonable Prospects of Success** which must be present throughout the duration of the action.

In no circumstances will **Our** liability to **You** exceed the **Limit of Indemnity** detailed in **Your Schedule**.

### Helpline Service

**You** have access to the Helpline Service shown below 24 hours a day, 365 days a year. Please note that in some cases, depending on the type of advice required and time of call, a call back may need to be arranged.

If **You** need to use the Helpline Service, please have ready **Your Policy** number or the name of the organisation who sold **You** this insurance.

To help **Us** monitor and improve service standards, all calls are recorded.

### Commercial Legal Advice Helpline

Provides **You** with confidential telephone legal advice on commercial legal matters subject to the laws of England, Wales, Scotland, Northern Ireland and the Isle of Man.

To use the personal legal advice helpline, please call **0344 892 0161**.

Please note the legal advice helpline is not intended to replace the services of a solicitor, but rather to assist **You** to identify the legal issues at hand, consider **Your** legal rights and what courses of action are available to **You** and whether **You** need to consult a solicitor. The helpline can provide general advice only and cannot assist with complex legal matters which may require the review of documentation or specific legislation. General advice may be limited to signposting and referring **You** to other appropriate agencies, or recommending a specialist solicitor for further assistance, which may include considering cover under this insurance.

Using the Helpline Service, where obtaining legal advice, does not constitute notification of a claim. Please refer to the **How to make a claim** section described below.

**We** cannot be held responsible if any of the Helpline Service become unavailable for reasons outside of **Our** control.

## Policy Cover Section 4 Commercial Legal Protection

### Insured Incident 1 – Breach of Restrictive Covenant

What is covered	What is not covered
<p><b>Adviser’s Costs and Expenses</b> to pursue <b>Your</b> legal rights in a dispute with a current or former <b>Employee</b> following their breach of a restrictive covenant expressly incorporated into their contract of employment with <b>You</b> which places restrictions on that current or former <b>Employee</b>:</p> <ul style="list-style-type: none"> <li>a) Working for a direct competitor of <b>You</b> in a similar role or setting up as a direct competitor to <b>You</b>;</li> <li>b) Contacting <b>Your</b> current customers or suppliers with the intention of taking their business from <b>You</b>;</li> <li>c) Contacting <b>Your</b> current <b>Employees</b> with the intention of hiring them to work for a direct competitor of <b>You</b>.</li> </ul> <p><i><b>Please note that</b> the restrictive covenant must have been designed to reasonably and fairly protect <b>Your</b> legitimate business interests and must not contain any restrictions for periods longer than 12 months.</i></p>	

## Insured Incident 2– Defence of Legal Rights

### Part 1 – Defending an Insured Person

What is covered	What is not covered
<p><b>Adviser’s Costs and Expenses</b> to defend an <b>Insured Person’s</b> legal rights (only upon <b>Your</b> request) following an event arising from <b>Your Business Activity</b> which leads to:</p> <ul style="list-style-type: none"> <li>a) <b>Pre-charge</b> An <b>Insured Person</b> being interviewed by the police or other authority with the powers to prosecute where the <b>Insured Person</b> is suspected of committing a criminal offence;</li> <li>b) <b>Criminal prosecutions</b> An <b>Insured Person</b> being prosecuted in a criminal court;</li> <li>c) <b>Professional or regulatory body disciplinary hearings</b> A formal investigation or disciplinary hearing brought against an <b>Insured Person</b> by a regulatory or professional body;</li> <li>d) <b>Data Protection breaches</b> Civil action taken against an <b>Insured Person</b> for compensation following a breach of Section 13 of the Data Protection Act 1998, including a compensation award the <b>Insured Person</b> is ordered to pay under Section 13 of the Data Protection Act 1998 for the holding, loss, or unauthorised disclosure of data;</li> </ul> <p><i>Please note that You must have registered Your organisation as a data controller with the Information Commissioner Office before the breach or alleged breach occurred.</i></p>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> <li>i) An <b>Insured Person</b> using or driving a motor vehicle;</li> <li>ii) Any investigation conducted by or on behalf of HMRC (this exclusion applies to <b>Insured Incident 4(a) – Pre-charge</b> only).</li> </ul>

## Part 2 – Defending You

What is covered	What is not covered
<p><b>Adviser’s Costs and Expenses</b> to defend <b>Your</b> legal rights following an event arising from <b>Your Business Activity</b> which leads to:</p> <p>e) <b>Wrongful Arrest</b></p> <p>Civil action taken against <b>You</b> for wrongful arrest following an allegation of theft from <b>Your</b> business premises;</p> <p>f) <b>Appealing against a Statutory Notice</b></p> <p>An appeal against the imposition of terms of a Statutory Notice served on <b>You</b> by the relevant authority;</p> <p>g) <b>Information Commission Officer (ICO) Appeals</b></p> <p>An appeal against the refusal of the ICO to register <b>Your</b> application for registration.</p>	

## Part 3 – Defending an Employee

What is covered	What is not covered
<p><b>Adviser’s Costs and Expenses</b> to defend an <b>Employee’s</b> legal rights (only upon <b>Your</b> request) following an event arising from <b>Your Business Activity</b> which leads to:</p> <p>h) <b>Unlawful discrimination</b></p> <p>Civil action taken against an <b>Employee</b> under legislation for unlawful discrimination on the grounds of age, gender, gender reassignment, sexual orientation, disability, race or religion or any other subsequent protected characteristic defined by Acts of Parliament;</p> <p>i) <b>Pension trustee defence</b></p> <p>Civil action taken against an <b>Employee</b> in their role as a trustee of a pension fund set up for the benefit of <b>Your Employees</b>.</p>	

## Insured Incident 3 – Protecting Your Property

What is covered	What is not covered
<p>a) <b>Nuisance and Trespass</b></p> <p><b>Adviser's Costs and Expenses</b> to pursue or defend <b>Your</b> legal rights in a civil dispute relating to a legal nuisance or trespass which interferes with the use or right over land and/or buildings owned or occupied by <b>You</b> or for which <b>You</b> are legally responsible.</p> <p><i>Please note that where the claim relates to a dispute over the boundary of <b>Your</b> land and/or buildings, <b>You</b> must be able to supply <b>Us</b> with proof of where that boundary lies.</i></p> <p>b) <b>Damage to Property</b></p> <p><b>Adviser's Costs and Expenses</b> to pursue <b>Your</b> legal rights following an event which causes physical damage to:</p> <p>i) Land and/or buildings owned or occupied by <b>You</b> for which <b>You</b> are legally responsible; and/or</p> <p>ii) Material property owned by <b>You</b> for which <b>You</b> are legally responsible.</p> <p>c) <b>Service Occupancy Licences</b></p> <p><b>Adviser's Costs and Expenses</b> to pursue <b>Your</b> legal rights to recover possession of premises, owned by <b>You</b> or for which <b>You</b> are legally responsible, from a current or former <b>Employee</b>.</p>	<p>Any claim relating to:</p> <p>i) A contract <b>You</b> have entered into (other than a service occupancy licence in respect of <b>Insured Incident 3(c)</b>);</p> <p>ii) Compulsory purchase orders, repossession or planning permissions, building regulations or restrictions or controls placed on <b>Your</b> land and/or buildings by any government, public or local authority;</p> <p>iii) Any work carried out by, or under the order of, government, public or local authorities or their contractors (unless the claim is for accidental physical damage to <b>Your</b> land and/or buildings and/or material property);</p> <p>iv) Motor vehicles owned or used by or hired or leased to an <b>Insured Person</b> (other than damage to motor vehicles where <b>Your Business Activity</b> is the selling of motor vehicles);</p> <p>v) Goods in transit or goods lent or hired out;</p> <p>vi) Subsidence, heave, quarrying or mining activities.</p>



## Insured Incident 4 – Personal Injury

What is covered	What is not covered
<p><b>Adviser's Costs and Expenses</b> to pursue an <b>Insured Person's</b> (and family members who permanently live with them) legal rights following a sudden and specific event which causes death or bodily injury to the <b>Insured Person</b> (or family members who permanently live with them).</p> <p><b>Please note that:</b></p> <ul style="list-style-type: none"> <li>i) <i>We will only provide cover for an <b>Insured Person</b> (and members of their family who permanently live with them) at <b>Your</b> request; and</i></li> <li>ii) <i>Claims relating to stress, mental illness, emotional or psychological injury are only covered if that condition is caused by a sudden and specific event which results in physical bodily injury to an <b>Insured Person</b> (or to members of their family who permanently live with them).</i></li> </ul>	<p>Any claim relating to illness or injury which develops gradually over a period of time or is not caused by a sudden and specific event.</p>

## Insured Incident 5 – Jury Service and Witness Expenses

What is covered	What is not covered
<p>We will pay an <b>Insured Person's</b> lost salary or wages, up to a maximum of £1,000, from time taken off work to:</p> <ul style="list-style-type: none"> <li>a) Perform jury service;</li> <li>b) Attend a court, tribunal, mediation, arbitration, disciplinary or regulatory hearing at the request of an <b>Appointed Adviser</b> in respect of an <b>Insured Incident</b> under this <b>Policy</b>.</li> </ul> <p><b>Please note that:</b></p> <ul style="list-style-type: none"> <li>i) <i>We will only pay sums which cannot be recovered from the relevant court, tribunal or any other party, or sums which are not payable by <b>You</b>; and</i></li> <li>ii) <i>We will only provide this cover for an <b>Insured Person</b> if <b>You</b> request that <b>We</b> do so.</i></li> </ul>	<p>Any claim where an <b>Insured Person</b> cannot provide evidence of the extent of their lost salary or wages.</p>

## Insured Incident 6 – Statutory Licence Appeal

What is covered	What is not covered
<p><b>Adviser's Costs and Expenses</b> in an appeal to the relevant statutory or regulatory authority, court, or tribunal, following their decision to suspend, cancel, alter the terms of or refuse to renew a licence or certificate of registration, which has been issued to <b>You</b> under statute or statutory instrument or by Government or Local Authority and which is required for <b>You</b> to carry out <b>Your Business Activity</b>.</p> <p><b>Please note that:</b></p> <p>i) <i>We will only provide cover for appeals and will not help with an application for an original or renewal of a licence or certificate of registration.</i></p>	<p>Any claim relating to the ownership, driving or use of a motor vehicle.</p>

## Insured Incident 7 – Contract Disputes

What is covered	What is not covered
<p><b>Adviser's Costs and Expenses</b> to pursue or defend <b>Your</b> legal rights in a dispute arising from a breach or alleged breach of a contract entered into by <b>You</b> for the purchase, sale, hire, hire purchase, lease, or provision of goods or of services.</p> <p><b>Please note that:</b></p> <p>i) <i>the amount in dispute must exceed £200 (including VAT);</i></p> <p>ii) <i>if money is owed to <b>You</b>, all normal credit control procedures must be exhausted before <b>You</b> notify <b>Us</b> of a claim;</i></p> <p>iii) <i>if the other party has not contested liability, <b>Your</b> claim will instead be considered under <b>Insured Incident-8 - Recovery of Undisputed Debts</b> (if that cover is in force).</i></p>	<p>Any claim relating to:</p> <p>i) the sale or purchase of land or buildings or any lease, tenancy, or licence to occupy land or buildings (other than a dispute with a professional adviser in connection with such matters);</p> <p>ii) disputes over pensions, investments, guarantees, loans, mortgages, borrowing or any other arrangement <b>You</b> have with a bank, building society or supplier of credit;</p> <p>iii) motor vehicles owned or used by or hired or leased to <b>You</b> (other than contract disputes for the sale of motor vehicles where <b>Your Business Activity</b> is the selling of motor vehicles);</p> <p>iv) disputes over the amount of money or compensation payable in respect of a claim under any insurance policy;</p> <p>v) disputes with a current or former <b>Employee</b> arising from an actual or alleged contract of employment;</p> <p>vi) computer hardware, software, systems, or services which have either been supplied by <b>You</b>, or have been custom-made by a supplier to <b>Your</b> specific requirements;</p> <p>vii) a breach or alleged breach of professional duty by an <b>Insured Person</b> or any error or omission in any advice given by an <b>Insured Person</b>.</p>

## Insured Incident 8 – Recovery of Undisputed Debts

What is covered	What is not covered
<p><b>Adviser's Costs and Expenses</b> to pursue <b>Your</b> legal rights to recover money and interest due to <b>You</b> arising from a breach or alleged breach of a contract entered into by <b>You</b> for the sale, hiring or leasing out or provision of goods or of services.</p> <p><b>Please note that:</b></p> <ul style="list-style-type: none"> <li>i) <i>the debt must exceed £200 (including VAT);</i></li> <li>ii) <i>all normal credit control procedures must be exhausted before <b>You</b> notify <b>Us</b> of a claim;</i></li> <li>iii) <b>We</b> must be satisfied that the other party has the financial means to pay the debt before <b>We</b> agree to take further action to recover that debt;</li> <li>iv) <i>if the other party contests liability, <b>Your</b> claim will instead be considered under <b>Insured Incident-7 - Contract Disputes</b> (if that cover is in force).</i></li> </ul>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> <li>i) the sale or purchase of land or buildings or any lease, tenancy, or licence to occupy land or buildings;</li> <li>ii) pensions, investments, guarantees, loans, mortgages, borrowing or any other arrangement <b>You</b> have with a bank, building society or supplier of credit;</li> <li>iii) motor vehicles owned or used by or hired or leased to <b>You</b> (other than contracts for the sale of motor vehicles where <b>Your Business Activity</b> is the selling of motor vehicles);</li> <li>iv) the amount of money or compensation payable in respect of a claim under any insurance policy;</li> <li>v) sums owed by a current or former <b>Employee</b> arising from an actual or alleged contract of employment;</li> <li>vi) computer hardware, software, systems, or services which have been supplied by <b>You</b>.</li> </ul>

## Section 5 – Employment Legal Protection

### Introduction

Thank you for purchasing Employment Legal Protection Insurance from Irwell Insurance Insurance Company Limited.

This insurance will support **You** in pursuing or defending **Your** legal rights in an **Insured Incident**.

This is **Your** Employment Legal Protection **Policy** document and it provides evidence of the contract between **You** and the **Insurer**.

This document forms part of **Your Policy**, along with **Your Schedule**, any **Endorsements** and, where applicable, a completed proposal form. Together these documents will give **You** full details of **Your** cover and the obligations between **You** and the **Insurer**.

### Our obligation to you

In return for **You** paying or agreeing to pay the **Premium** shown in **Your Schedule** and subject to the terms, exclusions, limits and conditions of this insurance and any endorsements, **We** will provide the cover detailed in the “Policy Cover” section of this **Policy** below.

Provided that:

- i) The **Insured Incident** is within the **Territorial Limit**; and
- ii) The action following an **Insured Incident** always has **Reasonable Prospects of Success** which must be present throughout the duration of the action.

In no circumstances will **Our** liability to **You** exceed the **Limit of Indemnity** detailed in **Your Schedule**.

### Helpline Service

**You** have access to the Helpline Service shown below. Please note that in some cases, depending on the type of advice required and time of call, a call back may need to be arranged.

If **You** need to use the Helpline Service, please have ready **Your Policy** number or the name of the organisation who sold **You** this insurance.

To help **Us** monitor and improve service standards, all calls are recorded.

### Irwell Law Helpline

Provides **You** with confidential telephone legal advice on employment legal matters subject to the laws of England.

To use the Irwell Law Helpline, please call **0344 892 0117**. The Irwell Law Helpline operates Monday to Friday, 9am to 5pm.

Please note the legal advice helpline is not intended to replace the services of a solicitor, but rather to assist **You** to identify the legal issues at hand, consider **Your** legal rights and what courses of action are available to **You** and whether **You** need to consult a solicitor. The helpline can provide general advice only and cannot assist with complex legal matters which may require the review of documentation or specific legislation. General advice may be limited to signposting and referring **You** to other appropriate agencies, or recommending a specialist solicitor for further assistance, which may include considering cover under this insurance.

Using the Helpline Service, where obtaining legal advice, does not constitute notification of a claim. Please refer to the **How to make a claim** section described below.

**We** cannot be held responsible if any of the Helpline Service become unavailable for reasons outside of **Our** control.

## Policy Cover Section 5 Employment Legal Protection

### Insured Incident 1 – Employment Disputes

What is covered	What is not covered
<p><b>Adviser's Costs and Expenses</b> to defend <b>You</b> in a dispute with a current, former or prospective <b>Employee</b>, or an individual who alleges they are employed by <b>You</b>, following a breach or alleged breach by <b>You</b> of:</p> <ul style="list-style-type: none"> <li>a) A contract of employment or alleged contract of employment; and/or</li> <li>b) Employment legislation.</li> </ul>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> <li>i) Redundancy or alleged redundancy or unfair selection for redundancy which happens in the first 180 days of the first <b>Period of Insurance</b> (<b>We</b> will not apply this exclusion where <b>You</b> had continuous equivalent legal expenses insurance immediately before this insurance started);</li> <li>ii) Disputes arising solely from personal injury.</li> </ul>

### Insured Incident 2 – Employment Compensation Awards

What is covered	What is not covered
<p>Where <b>We</b> have accepted <b>Your</b> claim under <b>Insured Incident 1 – Employment Disputes</b>, <b>We</b> will pay:</p> <ul style="list-style-type: none"> <li>a) Basic Awards, Compensatory Awards and/or compensation for breaches of employment legislation which have been awarded against <b>You</b> by a court or tribunal; or</li> <li>b) A sum <b>We</b> have agreed to settle the dispute which <b>We</b> have considered to be reasonable and proportionate.</li> </ul> <p><i>Please note that at all times You must have followed the legally correct process and procedure in relation to any matter that could give rise to an Insured Incident.</i></p> <p><i>Failure to follow the legally correct process and procedure will result in Us not paying an award of compensation or any sums to settle the dispute.</i></p>	<ul style="list-style-type: none"> <li>i) Additional Awards, Protective Awards, Aggravated Damages or Interim Relief.</li> <li>ii) Redundancy payments or monies due or payable under a contract of employment, service agreement or related document or from any related, implied or incorporated terms of a contract of service.</li> <li>iii) Any awards or increased awards following <b>Your</b> failure to comply with a current or previous recommendation of a court or tribunal or failure to comply with reinstatement or re-engagement orders.</li> <li>iv) Awards of compensation relating to statutory rights under occupational pension schemes.</li> <li>v) Awards of compensation due to <b>Your</b> failure to pay the National Minimum Wage.</li> </ul>

## General Conditions applicable to Section 4 (Commercial Legal Protection) and Section 5 (Employment Legal Protection)

**Section 4** (Commercial Legal Protection) and **Section 5** (Employment Legal Protection) of the **Policy** contain conditions and must be read in conjunction with the following General Conditions applicable to Section 4 (Commercial Legal Protection) and Section 5 (Employment Legal Protection), unless otherwise stated.

### 1. An Insured Person's Obligations

An **Insured Person** must:

- 1.1. Keep to the terms and conditions of this **Policy**;
- 1.2. Follow the legally correct process and procedure in relation to any matter that could give rise to an **Insured Incident**
- 1.3. Take all reasonable precautions to prevent or minimise the risk of a claim occurring under this **Policy** and to avoid incurring any unnecessary costs; and
- 1.4. Supply **Us** with honest and accurate information when asked to do so.

### 2. Appointment of an Appointed Adviser

- 2.1. If **We** accept an **Insured Person's** claim, **We** will appoint an **Appointed Adviser** who may be able to negotiate settlement before or without the need for court action.
- 2.2. If an **Insured Person's** claim cannot be settled by negotiation and it becomes necessary for legal proceedings to be issued (starting an action in court to settle a dispute), or if a conflict of interest arises (where **Our** chosen **Appointed Adviser** cannot act for the **Insured Person** as to do so would breach their professional code of conduct), the **Insured Person** is free to nominate a law firm or suitably qualified representative to act as the **Appointed Adviser**.
- 2.3. **We** will always choose the **Appointed Adviser** to act on the **Insured Person's** behalf in any claim where **We** are liable to pay a compensation award (this means **We** will always choose the **Appointed Adviser** for any claim arising under **Insured Incident 2(d) – Data Protection Breaches** in **Section 4** and under **Insured Incident 2 – Employment Compensation Awards** in **Section 5**).
- 2.4. Any law firm or suitably qualified representative nominated by an **Insured Person** must agree to represent the **Insured Person** in accordance with **Our Standard Adviser's Terms of Appointment** (which are available on request) and the most **We** will pay is no more than the amount **We** would have paid to **Our** own choice of **Appointed Adviser**.

### 3. Conduct of the claim

An **Insured Person** must:

- 3.1. Co-operate fully with **Us** and the **Appointed Adviser** and provide any relevant information, documentation, and evidence in connection with a claim when asked to do so; and
- 3.2. Keep **Us** and the **Appointed Adviser** fully informed of any developments and instruct the **Appointed Adviser** to provide **Us** with any information **We** ask for.

An **Insured Person** must not:

- 3.3. Act in a way which obstructs **Us** or the **Appointed Adviser** or hinders the progress of a claim; and
- 3.4. incur any **Adviser's Costs and Expenses** or any other costs or amounts without **Our** consent

**We** can:

- 3.5. Contact the **Appointed Adviser** at any time and have access to all documents, information, and evidence regarding an **Insured Person's** claim;
- 3.6. Withdraw funding for a claim and pursue an **Insured Person** to recover **Adviser's Costs and Expenses** or other costs or amounts already paid, if the **Insured Person** pursues or withdraws from that claim without **Our** consent or fails to pass on any instructions to the **Appointed Adviser**;
- 3.7. Withdraw funding for a claim if an **Insured Person** dismisses the **Appointed Adviser** without **Our** consent and there is no valid cause to do so, or if the **Appointed Adviser** refuses to continue acting for an **Insured Person** with **Our** consent and there is valid cause to do so; and

- 3.8. Withdraw funding for a claim if at any time **We** believe **Reasonable Prospects of Success** are no longer present. **We** will still pay any **Adviser's Costs and Expenses** or other costs or amounts **We** have agreed to, prior to **Reasonable Prospects of Success** no longer being present.

#### 4. Claims Settlement

- 4.1. An **Insured Person** must tell **Us** immediately when an offer to settle a claim is received and must not enter negotiations to settle a claim without **Our** prior consent.
- 4.2. If an **Insured Person** refuses a fair and reasonable offer to settle a claim, **We** will be entitled to withdraw funding for that claim and **We** will pay no further **Adviser's Costs and Expenses** or other costs or amounts.
- 4.3. **We** may decide to settle a claim by paying the reasonable value of that claim instead of pursuing, defending, or continuing with any action in court. In such cases **We** may decide to pursue the other party for the amount **We** have paid to an **Insured Person** and the **Insured Person** must allow **Us** to take over and continue the claim in their name and provide **Us** with any information in support of this action.

#### 5. Costs Recovery and Assessment of Costs

An **Insured Person** must:

- 5.1. Take all reasonable steps to recover **Adviser's Costs and Expenses** or other costs or amounts and pay such sums recovered to **Us**;
- 5.2. Tell the **Appointed Adviser** to have **Adviser's Costs and Expenses** taxed, assessed, and audited if **We** ask for this. If it is established that **Adviser's Costs and Expenses** or any other costs have been billed which have not been agreed by **Us**, **We** reserve the right to refuse to pay these unauthorised costs.

#### 6. Appealing the outcome of a claim

- 6.1. Appeals regarding the outcome of an **Insured Incident**, either made by or against an **Insured Person**, must be notified to **Us** as soon as possible and, in any event, at least 10 days before the deadline of any appeal.
- 6.2. **Reasonable Prospects of Success** must still be present in order for an appeal to be considered.

#### 7. Obtaining a legal opinion

- 7.1. **We** may require an **Insured Person**, at their own expense, to obtain an independent opinion from a barrister or other expert agreed between the **Insured Person** and **Us** over a claim's merits, financial value, and **Reasonable Prospects of Success**.
- 7.2. If the opinion supports the **Insured Person** and there are clear merits in proceedings with that claim, the costs incurred by the **Insured Person** in seeking that opinion will be reimbursed.

## General Exclusions applicable to Section 4 (Commercial Legal Protection) and Section 5 (Employment Legal Protection)

This **Policy** does not cover:

### 1. Claims arising before this insurance started

Any event or dispute which an **Insured Person** was aware of, or should reasonably have been aware of, which could give rise to a claim under this insurance and existed or happened before this insurance first started.

### 2. Costs incurred and legal actions we have not authorised

Any **Adviser's Costs and Expenses** or other costs incurred:

- 2.1. Before **We** have accepted a claim; and/or
- 2.2. Which **We** have not authorised in advance.
- 2.3. Any action taken by an **Insured Person** which **We** or the **Appointed Adviser** have not agreed to.

### 3. Fines and court awards

- 3.1. Fines, compensation (other than amounts **We** agree to pay under **Insured Incident 2(d) – Data Protection Breaches** in **Section 4** or under **Insured Incident 2 – Employment Compensation Awards** in **Section 5**), damages or penalties awarded against an **Insured Person**;
- 3.2. Any costs an **Insured Person** is ordered to pay by a court of criminal jurisdiction.

### 4. Wilful acts

Any claim resulting from an act which is wilfully carried out and the outcome of which is consciously intended by an **Insured Person**.

### 5. Judicial Review and challenges to legislation

- 5.1. Judicial Reviews (reviewing the way a decision has been made by a government authority, local authority, or other public body), coroner's inquests or Fatal Accident Inquiries.
- 5.2. Any challenges to current or proposed legislation.

### 6. Disputes with Us or the Appointed Adviser

Any claim made against **Us** or the **Appointed Representative** (please also refer to General Condition applicable to All Sections, Clause 5).

### 7. Intra-business disputes

- 7.1. Any claim relating to disputes between **You** (acting in **Your** capacity as the business, partnership or individual named in the **Schedule** who has purchased this insurance) and any of **Your** subsidiary, associated or parent companies.
- 7.2. Any dispute between shareholders, directors, or partners in **Your** business.

### 8. Franchise or agency rights

Any claim relating to disputes over franchise rights or agency rights.

### 9. Intellectual Property

Any claim relating to patents, copyrights, passing-off, trade or service marks, intellectual property, registered designs, secrecy, and confidential information (other than claims **We** have agreed to cover under **Insured Incident 1 – Breach of Restrictive Covenant** in **Section 4**).

### 10. Libel and slander

10.1. Any claim relating to something said or written:

- a) About an **Insured Person** which may damage the **Insured Person's** reputation;



b) By an **Insured Person** which may damage another person's reputation.

#### **11. Liquidation and insolvency**

Any claim where either at the commencement of or during that claim, **You** have entered into liquidation, receivership, administration, become insolvent, are declared bankrupt or file for bankruptcy, or enter into a voluntary arrangement or deed of arrangement.

# General Conditions applicable to All Sections

## 1. Contracts (Rights of Third Parties) Act 1999

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

## 2. Data Protection

**You** should understand that any information **You** have given **Us** will be processed by **Us** in compliance with the provisions of the data protection legislation, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties. Some of the personal information **We** ask **You** for may be sensitive personal data as defined by the data protection legislation (such as information about criminal convictions and civil proceedings). **We** will not use such sensitive personal data about **You** or others except for the specific purpose for which **You** provide it and to provide the services described in **Your Policy**.

**You** have a right of access to, correction of, and, in certain circumstances, erasure of, information that **We** hold about **You**. If **You** would like to exercise either of these rights, **You** should contact:

The Data Protection Officer  
Irwell Insurance Company Limited  
2 Cheetham Hill Road  
Manchester  
M4 4FB

Email: data.protection@irwell.co.uk  
Telephone: 0344 892 0118

## 3. Sanctions

**We** shall not provide any benefit under this **Policy** 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.

## 4. Other Insurance

Subject to General Exclusions applicable to All Sections Clause 2 (Other Insurance), if at the time of any claim made under this **Policy** there is other valid and collectible insurance covering the same claim or any part thereof, or there would be such cover but for the existence of this **Policy**, the insurance provided by this **Policy** will operate in excess of the limits of the other insurance and will not contribute with such other insurance.

**You** shall on request provide us with copies of the terms of any other insurance to which this condition or General Exclusions applicable to All Sections Clause 2 (Other Insurance) may apply.

## 5. Disputes with Us

- a) If there is a dispute between an **You** and **Us** over this Policy, which cannot be resolved through **Our** internal complaints handling process, **You** are entitled to seek a resolution through the Financial Ombudsman Service as long as **You** are eligible to complain.

- b) Where the Financial Ombudsman Service cannot deal with that complaint, the dispute may be referred to arbitration where disputes are resolved by independent arbitrators in accordance with the Arbitration Act. The decision of the appointed arbitrator is binding, and the arbitrator may require **You** or **Us** to pay the costs.
- c) The arbitrator will be chosen jointly by **You** and **Us**. If **We** are not able to agree on the appointment of the arbitrator with **You**, the President of the Chartered Institute of Arbitrators will decide.
- d) Nothing in this clause shall limit **Your** right to pursue legal action against **Us**.

# General Exclusions applicable to All Sections

General Exclusions applicable to All Sections Clauses 1 and 2 shall not apply to **Section 1** (Employers' Liability) of the **Policy**.

## 1. Communicable Disease Exclusion

This **Policy** does not cover legal liability in respect of any claim for damages in respect of **Bodily Injury** or **Damage** arising directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease**.

## 2. Other Insurance

This **Policy** does not cover legal liability in respect of which indemnity is available under any more specific insurance at the time of any claim made under this **Policy**, whether effected by **You** or by any other person or entity to whom indemnity would otherwise have been payable under this **Policy**.

## 3. Radioactive Contamination Exclusion

This **Policy** does not cover legal liability resulting or arising from:

- a) ionising radiation by radioactivity from any irradiated nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.

## 4. Terrorism Exclusion

The **Policy** does not cover legal liability for loss, damage, cost or expense of whatsoever nature, caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**We** also exclude loss, damage, cost or expense of whatsoever nature caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If **We** allege, on reasonable grounds, that by reason of this exclusion, any loss, **Damage**, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

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

## 5. War Exclusion

This **Policy** does not cover legal liability caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or use of military or usurped power.



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