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LAND & PROPERTY  
OWNERS

**Policy Wording**

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# Introduction

Thank **You** for choosing this Land and Property Owners **Policy** with Q Underwriting Services Ltd.

This is **Your Policy** and it sets out the details of **Your** insurance contract with **Us** except for Section 3 - Legal Expenses which is a contract between **You** and Markel Legal Expenses Insurance.

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

Please read **Your Policy** together with **Your Schedule** to ensure that it meets with **Your** requirements.

If **You** have any queries, please contact **Your** Insurance Broker.

Please also refer to the **Complaints Procedure** in **Customer Information**.

Each Section of **Your Policy** together with this Introduction, General Definitions, General Conditions and General Exclusions are to be read as one document.

**We** will cover **You** for loss **Damage** or liability or pay other benefits which fall within the operative Sections of **Your Policy** subject to:

- a) **You** having paid or agreed to pay the premium for the **Period of Insurance**,
  - b) the terms and conditions contained in or endorsed on **Your Policy**
- provided that the loss, **Damage** or **Injury** which gives rise to the claim occurs (or in the case of the Employers' Liability Section is caused) during the **Period of Insurance** and is in connection with the **Business**.

**Your Schedule** shows the Sections of **Your Policy** that are insured.

## IMPORTANT

**Your Policy is a legal contract.**

**You** have a duty to make a fair presentation of the risk which is covered by **Your Policy**.

**You** should ensure that any information **You** have provided to **Us** and the content of any declaration and /or proposal and/or electronic submission is accurate and complete.

If information **You** have provided to is based on **Your** expectation or belief, it does not matter if such information turns out to be inaccurate if **You** acted in good faith when **You** provided **Us** with such information.

**Your Policy** may not be valid or may not cover **You** fully or at all if **You** do not comply with **Your** duty to:

- a) make a fair presentation of the risk
- b) also tell **Us** about any facts or changes which affect **Your** insurance and which have occurred either since **Your Policy** started or since the last renewal date.

Please ask **Your** insurance broker if **You** are not sure whether certain facts are relevant.

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

# Customer Information

## Making a Claim

### In respect of Sections 1 and 2

If any incident occurs which might result in a claim, **You** must contact **Us** as soon as possible via **Your** insurance broker who will be able to advise **You**.

Please telephone or e-mail **Us** using the details below.

Tel: 0345 900 4185, Option 3 or

Email: LiabilityClaims.ins@axa-insurance.co.uk

**You** should refer to the Claims Conditions in **Your Policy** for full details of the procedures and conditions applying.

### In respect of Section 3

Claims will be handled by Markel Legal Expenses Insurance.

**You** should refer to 'How to contact us – to make a claim' at the beginning of Section 3 for full details of the procedures and conditions applying.

## Choice of Law

**We** are free to choose the law that will apply to **Your Policy**.

Unless **We** agree in writing with **You** otherwise, this insurance will be subject to the law applying in the part of the United Kingdom, Channel Islands or Isle of Man where **You** have **Your** principal place of business.

**If there is any dispute, the law of England and Wales shall apply.**

## Registration and Regulatory Information

Q Underwriting Services Ltd t/as Q Underwriting acting in an underwriting capacity on behalf of:

### In respect of Sections 1 and 2

AXA Insurance UK plc Registered in England and Wales No 78950.

Registered Office: 20 Gracechurch Street, London EC3V 0BG.

A member of the AXA Group of companies. AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

### In respect of Section 3 (Unique Market Reference B6027/1020046)

Markel Legal Expenses Insurance which is a trading name of Markel International Insurance Company Limited

Registered in England and Wales No. 00966670. Registered office: 20 Fenchurch Street, London, EC3M 3AZ

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Prudential Regulation Authority registration number 202570

**You** can check the above details on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

## Our Complaints Procedure

The following does not apply to Section 3 - Legal Expenses. Please refer to Section 3 for separate instructions.

If **You** have any questions or concerns about **Your Policy** or the handling of a claim **You** should, in the first instance, contact the Insurance Broker who arranged this insurance.

In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so at any time by referring the matter to Q Underwriting at the address shown below. Please ensure that **You** provide details of **Your Policy** and particularly **YourPolicy** number to help **Us** deal with **Your** complaint efficiently and promptly.

Q Underwriting

3<sup>rd</sup> Floor,

St. David's Court

Union Street

Wolverhampton

WV1 3JE

Tel: 01902 714 000

Email: [complaints@qunderwriting.com](mailto:complaints@qunderwriting.com)

If **You** remain dissatisfied following receipt of the final response **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service. The address is:

Exchange Tower

Harbour Exchange Square

London

E14 9SR

Useful telephone numbers:

Helpline: 0800 023 4567

Switchboard: 020 7964 1000

Calling from abroad: +44 7964 0500

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

Please note that not all businesses are eligible for the services of the Financial Ombudsman Service please refer to them for specific information.

## Financial Services Compensation Scheme

AXA Insurance UK plc and Markel Legal Expenses Insurance are covered by the Financial Services Compensation Scheme (FSCS). This means that **You** may be entitled to receive compensation if either AXA or Markel (or both) cannot meet their financial obligations.

Further information about compensation schemes arrangements is available from the FSCS:

Financial Services Compensation Scheme (FSCS)

10th Floor

Beaufort House

15 St Botolph Street

London, EC3A 7QU

T: 0800 678 1100

**[www.fscs.org.uk](http://www.fscs.org.uk)**

If **You** take any of the actions mentioned above it will not affect **Your** right to take legal action.

# Data Protection Notice

The following does not apply to Section 3 – Legal Expenses. Please refer to Section 3 for a separate **Personal information/Privacy policy** statement.

## Who Controls Your Personal Information?

### Further information and how to contact us

If **You** have any questions regarding Your personal information, about how **We** use it or wish to complain about its use **You** can ask for further information, in the first instance, by contacting our Data Protection Officer at:

PIB Group Limited  
1 Minster Court  
London  
EC3R 7AA  
Tel: 0330 058 9700  
Email: [dpo@pib-insurance.com](mailto:dpo@pib-insurance.com)

### Additional Concerns

If **You** have any concerns regarding **Our** processing of **Your** personal information, or are not satisfied with **Our** handling of any request by **You** in relation to **Your** rights **You** also have the right to complain to the Information Commissioner's Office at:

First Contact Team  
Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF  
Tel: 0303 123 1113  
[www.ico.org.uk](http://www.ico.org.uk)

## What Personal Information Do We Collect About You?

When **You** get a quote or when **You** buy or use **Our** products and services **We** may obtain information directly from:

- a) **You** that **You** give **Us** by telephone, e-mails, filling in forms including on **Our** website
- b) third parties such as **Your** insurance broker
- c) other sources for example from credit reference agencies and other insurance companies
- d) publicly available sources of information which **You** have volunteered to be in the public domain and other industrywide sources.

The only personal information **We** will collect (unless **You** consent to provide additional information) will be the type needed to fulfil **Our** contractual or legal requirements. This includes:

- a) personal information (i.e. name, address and date of birth),
  - b) occupation and financial details,
  - c) health and family information,
  - d) **Your** history of claims and convictions
  - e) the personal information of other individuals where **You** have requested that they be included in the arrangement
- By providing personal information on other individuals **You** agree to have their permission to do so except when **You** are managing the contract on another's behalf. Please ensure that the individual knows how their personal information will be used by **Us**.

More information can be found in the '**How We use Your personal information**' section.

## How We Use Your Personal Information

The personal information **We** collect may be used by **Us**, **Our** employees and service providers who are acting under **Our** instruction to provide **Our** products and services:

- a) where the processing is necessary to provide **You** with a quotation and/or contract of insurance
- b) to meet **Our** legal or regulatory obligations; or
- c) for **Our** "legitimate interests". It is in **Our** legitimate interests to collect **Your** personal information as it provides **Us** with the information that **We** need to provide our services to **You** more effectively including providing **You** with information about **Our** products and services. To meet this legitimate interest **We** will ensure the amount of information collected and the extent of any processing will be kept to an absolute minimum.

Below are examples of the purposes for which **We** will collect and use your personal information:

- a) when providing **You** with a quotation and/or contract of insurance;
- b) to identify **You** when **You** contact **Us**;
- c) for dealing with administration and assessing claims;
- d) when making and receiving payments;
- e) to obtain feedback on the service **We** provide to **You**;
- f) to administer **Our** site and for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- g) for fraud prevention and detection purposes

Unless **We** already have consent to do so **We** will contact **You** to obtain consent before processing **Your** personal information for any other purpose (including that of targeted marketing).

For further information about how and when **We** process **Your** personal information under **Our** full Privacy and Cookie Policy. Please visit [www.Qunderwriting.com/privacy/](http://www.Qunderwriting.com/privacy/)

## Who Do We Share Your Personal Information With?

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

- a) reinsurers, Regulators and authorised/statutory Bodies
- b) credit reference agencies
- c) fraud prevention agencies
- d) crime prevention agencies, including the police
- e) suppliers carrying out a service on **Our**, or **Your** behalf
- f) product providers where **You** have opted to buy additional cover
- g) other insurers, business partners and agents
- h) other companies within the PIB Insurance Group

## International Transfers

Occasionally **We** might need to process some of **Your** personal information in countries outside of the European Economic Area. If this happens, **We** will make sure there is an agreement in place which gives equivalent assurances to those contained in current data protection laws.

## How Long Will We Keep Your Information?

**We** will keep **Your** personal information for as long as is necessary to provide **You** with services and products, defend future legal claims and to meet **Our** legal and regulatory obligations.

## Your Data Protection Rights

Under data protection laws, **You** have the right to:

- a) access to **Your** personal information (by way of a subject access request)
- b) have **Your** personal information rectified if it is incomplete or inaccurate
- c) delete or remove **Your** personal information in certain circumstances
- d) restrict processing of **Your** personal information
- e) object to direct marketing
- f) object to a decision made by automated means (including profiling) if the decision has a significant effect on **You**
- g) claim compensation caused by a breach of the data protection legislation

## Failure to Provide Your Personal Information to Us

We will not be able to provide You with a contract or assess future claims for the service You have requested if You do not provide Us with Your personal information.

## Employers' Liability Tracing Office

If We cover You for Employers' Liability in accordance with the Employers' Liability (Compulsory Insurance) Regulations 1998, regulation requires Us to maintain a database of all customers, companies and subsidiary companies covered by such insurance.

As a result, We will add details of all to the Employers' Liability Tracing Office database.

It is a condition of Your Policy that You agree to supply full details (as required by the Employers' Liability Tracing Office) of yourself or Your company (and all its subsidiaries) to Us at inception of Your Policy and straightaway afterwards following acquisition or disposal of any subsidiary company.

For further information please visit [www.elto.org.uk](http://www.elto.org.uk)

# General Definitions

The following do not apply to Section 3 - Legal Expenses

Wherever one of the following defined terms or phrases is used, it will have the same meaning wherever it appears in Your Policy unless stated otherwise.

A defined term or phrase will be shown in bold and start with a capital letter each time it appears in Your Policy (except where incorporated in headings and titles) or a capital letter in endorsements attaching to Your Schedule

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

## Asbestos

Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.

## Business

Your business as stated in Your Schedule including the following activities:

- a) the ownership, repair, maintenance and decoration of Your Premises
- b) the provision and management of canteen, social, sports, educational, dental and welfare organisations or nursery or creche or childcare facilities for the benefit of Your Employees and first aid, fire, security and ambulance services
- c) private work undertaken by any Employee with Your consent for any director or partner or senior official of the Business
- d) the repair maintenance or servicing of Your own vehicles and plant
- e) sponsorship of events or organisations or entities or individuals
- f) participation in any exhibition, conference, trade fair or similar
- g) provision of gifts and promotional material

## Compensation

All sums which You shall be legally liable to pay as damages including interest other than punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.

## Computer System

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

## Costs and Expenses

- a) of any claimants' which You or any additional insured person become legally liable to pay
- b) incurred with Our written consent in investigating or defending any claim against You or any additional insured person and solicitor's fees at:
  - i) any coroner's inquest or fatal accident enquiry
  - ii) summary court proceeding



## Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## Cyber Incident

- a) Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**
- b) Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

## Damage or Damaged

Accidental physical loss, destruction or Damage to material property.

## Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

## Defined Peril

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, vandals, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any vehicle or animal.

## Employee or Employees

In connection with the **Business** any:

- a) person under a contract of service or apprenticeship to **You**
- b) other person who is borrowed by **You** or hired to **You**
- c) labour master or labour only subcontractor or person supplied by them
- d) self-employed person providing labour only
- e) driver or operator of plant hired to **You** under Construction Plant Hire Association conditions or similar
- g) person undertaking study, a training scheme or work experience
- h) voluntary workers or temporary workers
- i) outworkers or homeworkers

## Excess

The amount stated in **Your Policy**, **Your Schedule** or any Endorsement for which **You** will be responsible and which will be deducted from every claim

## Injury

Bodily Injury and includes death, illness, disease, nervous shock, mental injury, mental anguish or psychiatric illness or sickness but excluding defamation.

## Occurrence

Any one loss or series of losses consequent upon or attributable to one source or original cause.

## Period of Insurance

The period as stated in **Your Schedule** and any other period for which **We** accept payment for renewal of **Your Policy**.

## Policy

**Your Policy** is made up of several documents. These documents are:

- a) The Policy
- b) **Schedule**
- c) Endorsements
- d) Notice to Policyholders
- e) **Statement of Fact**

## Pollution or Contamination

- a) All Pollution or Contamination of buildings or other structures or of water or land or the atmosphere and
- b) **Damage** or **Injury** directly or indirectly caused by such Pollution or Contamination

## Premises

The premises at the address(es) stated in **Your Schedule** occupied by **You** for the purposes of the **Business**.

## Principal

Any person (which expression includes any employer, firm, company, ministry, Public or Local Authority) who has by a contract made with **You and** engaged **You** to perform work for them.

## Products

All Products pertaining to the **Business** including their containers, parts, components, materials, accessories, labels, instructions and packaging sold, supplied, distributed, repaired, altered, treated, installed, processed, manufactured or tested by or on **Your** behalf and no longer in **Your** possession of or under **Your** control.

## Schedule

The document that specifies **Your** details, the **Premises**, the property insured and any **Excesses**, Endorsements and Conditions applicable. **Your Schedule** shows the Sections of **Your Policy** that are operative.

## Statement of Fact

This is a record of the information that **You** have provided to **Your** insurance broker upon which **Your** insurance quotation is based

## Territorial Limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man

## Terrorism

In England, Scotland and Wales: Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the United Kingdom or any other government de jure or de facto.

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

In the Channel Islands and the Isle of Man: An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto.

## We/Us/Our/The Insurer

Q Underwriting Services Ltd acting in an underwriting capacity on behalf of:

### In respect of Sections 1 and 2

AXA Insurance UK plc.  
Registered in England and Wales no. 78950.  
Registered Office: 20 Gracechurch Street, London EC3V0BG.

### In respect of Section 3

Markel Legal Expenses Insurance which is a trading name of Markel International Insurance Limited  
Registered in England and Wales No. 00966670.  
Registered office: 20 Fenchurch Street, London, EC3M 3AZ

## You/Your/The Insured

The person, persons or limited or public limited company named in **Your Schedule**.

# General Conditions

Each Section of **Your Policy** contains conditions which apply to that Section and which must be read in conjunction with the following **General Policy Conditions**.

## Alteration of Risk

**Your Policy** will be voided after the inception of the **Period of Insurance** if there is any alteration where:

- a) **Your** interest ceases except by will or operation of law; or
  - b) the **Business** is wound up or carried on by a liquidator or receiver, or put into administration or otherwise permanently discontinued; or
  - c) the **Business** description is changed
- unless such alteration has been accepted by **Us** in writing.

## Cancellation

### Your Rights

#### a) during the cooling off period

**You** have the right to cancel **Your Policy** during a period of 14 days either from the day:

- i) of purchase of the contract; or
  - ii) on which **You** receive **Your Policy** documentation
- whichever is the later.

When giving **Your** instructions to cancel **You** must return **Your Policy** documentation to **Your** broker.

**You** will be entitled to a refund of the premium paid (including any fee) plus the prevailing rate of Insurance Premium Tax (stated on **Your Schedule**) as follows:

- i) if cover has not yet started a full refund will be given
  - ii) If cover has started **We** will refund the premium for the exact number of days left on **Your Policy**
- We** will not refund any part of the premium (and fee) if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**

#### b) outside the cooling off period

**You** may cancel **Your Policy** at any time by giving written notice to **Your** broker or **Us**.

**You** will be entitled to a return of premium in respect of the exact number of days left of the **Period of Insurance** less an additional charge of £25 plus the prevailing rate of Insurance Premium Tax as stated on **Your Schedule**

**We** will not refund any part of the premium (and fee) if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**.

### Our Rights

**We** have the right to cancel **Your Policy** where there is a valid reason for doing so.

**Your Policy** may be cancelled by **Us**, giving **You** 30 days' notice of cancellation in writing and sent by recorded delivery to **Your** last known address. The letter will explain **Our** reason for cancellation.

Valid reasons for cancellation may include but are not limited to:

- a) not paying a premium when it is due
- b) defaulting in the payment of any instalment in which case this Insurance shall cease from the date of non-payment. Any outstanding monies owed to **Us** must be paid.
- c) not taking all reasonable precautions to prevent or minimise **Damage** or **Injury** as required by the **General Condition – Precautions** to **Your Policy** and failing to put this right when **We** request it
- d) the use by **You** of threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers

Where **We** exercise this Condition, **You** will be entitled to a return of premium in respect of the exact number of days left of the **Period of Insurance** less an additional charge of £25 plus the prevailing rate of Insurance Premium Tax as stated on **Your Schedule**.

**We** will not refund any part of the premium if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**.

## Change in Facts

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

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

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

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

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

Where **We** choose to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** told **Us** about the alteration in risk. For example, if the premium which **You** actually paid is 75% of the premium **We** would have charged, **We** will only pay 75% of any claim.

## Fair Presentation of Risk

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

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

- a) such failure was deliberate or reckless; or
- b) **We** would not have agreed to **Your Policy** on any terms had **You** made a fair presentation of the risk.

Should **We** avoid **Your Policy** **We**:

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

Provided that any failure to make a fair presentation of the risk is not deliberate or reckless.

If **We** would have agreed to or renewed **Your Policy**, or agreed to make changes to **Your** cover on different terms had **You** made a fair presentation of the risk, **We** may:

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

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

Where **We** choose to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** made a fair presentation of the risk. For example, if the premium which **You** actually paid is 75% of the premium **We** would have charged, **We** will only pay 75% of any claim.

Where **Your Policy** provides benefits to individuals who would, if they had taken out similar insurance in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession, **We** will not rely on this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to that particular individual, unless the individual (or **You** on their behalf) makes a careless misrepresentation, in which case **We** may rely on this condition as against that particular individual as if a separate insurance contract had been issued to them leaving the remainder of **Your Policy** unaffected.

## Payment by Instalments

Where **We** refer in **Your Policy** to the payment of premiums this will include payment by monthly instalments.

If **You** pay by this method **Your Policy** remains an annual contract. The date of payment and the amount of the instalment are governed by the terms of the credit agreement.

If an instalment is not received by the due date then subject to the Consumer Credit Act 1974 if it applies the credit agreement and **Your Policy** will be cancelled immediately.

## Reasonable Precautions

**You** shall take all reasonable precautions to:

- a) avoid, prevent or minimize **Damage** or **Injury**
- b) prevent the sale or supply of **Products** which are defective in any way
- c) exercise reasonable care in the selection and supervision of **Employees**.
- d) comply with all relevant statutory requirements, manufacturers' recommendations and other regulations relating to the use, inspection and safety of property and the safety of persons

## Renewing Your Policy

**We** may automatically renew **Your Policy** on the renewal date.

If **You** pay for **Your** insurance by direct debit, **We** will continue to take payments from **Your** bank account for the renewal premium, but **We** retain the right:

- a) not to offer renewal of the insurance
- b) vary the terms of **Your Policy** including the premium at renewal

If **You** do not want to renew, **You** must tell **Your** broker or **Us** before the renewal date. **We** will then refund any payment **We** have taken for **Your** renewal premium.

If **You** do not want to renew, but **You** only tell **Your** broker or **Us**, after the renewal date, **We** will work out the refund as though **You** had cancelled **Your Policy** as shown in the **Cancellation – Your rights** Condition above.

## Sanctions

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of **Your Policy** that **We** will not provide cover, or pay any claim or provide any benefit under **Your Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us**, or **Our** parent subsidiary or any insurers group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

## Third Party Rights

The rights under **Your Policy** will not be enforceable by any party other than **You** or **Us** because of the Contract (Rights of Third Parties) Act 1999. Claims Conditions

# Claims Conditions

The following Claims Conditions do not apply to Section 3 - Legal Expenses.

Each Section of **Your Policy** contains conditions which apply to that Section and which must be read in conjunction with the following **General Policy Claims Conditions**

## Arbitration

If **We** admit liability for a claim but the amount to be paid is in dispute the dispute will be referred to an arbitrator. In accordance with the law at the time the arbitrator will be appointed jointly by both **You** and **Us**. **You** may not take any legal action against **Us** over the dispute before the arbitrator has reached a decision.

## Claims Notification - Your Duties

It is a condition precedent to **Our** liability once **You** are aware of any circumstance likely to give rise to a claim and as soon as is reasonably possible that **You**:

- a) tell **Us** and give **Us** any assistance **We** may reasonably require
- b) tell the police if the **Damage** is caused by:
  - i) theft or attempted theft or
  - ii) riot or
  - iii) civil labour or political disturbances or
  - iv) vandals or malicious people
- c) forward to **Us** unanswered every letter of claim, writ, summons or process and all documents relating to them and any other written notification of any incident that might give rise to a claim
- d) supply to **Us** at **Your** own expense full details of the claim in writing including any supporting evidence and information that **We** require within the following periods:
  - i) 28 days in the case of **Damage** caused by riot, civil labour or political disturbances or vandals or malicious people;
  - ii) 43 days following any other **Damage**, interruption or **Injury**
- e) act to minimise the **Damage** and to prevent further **Injury** or **Damage**

## Claims Settlement

**We** will have the right to settle a claim by:

- a) the payment of money
- b) reinstatement or replacement of the property lost or **Damaged**
- c) repair of the property lost or **Damaged**.

If **We** decide upon reinstatement, replacement or repair **We** will do so in a reasonable manner but not necessarily to its exact previous condition or appearance. **We** will not spend on any one item more than its sum insured.

## Discharge of Liability

**We** may at any time pay:

- a) the Limit of Indemnity; or
- b) the sum insured; or
- c) a smaller amount for which a claim can be settled after deduction of any sum already paid.

**We** will have no further liability under **Your Policy** for any further payment of such claim except for **Costs** and **Expenses** incurred prior to the payment of the claim or with **Our** written consent.

## Fraudulent Claims

If **You** or anyone acting on **Your** behalf:

- a) makes a fraudulent or exaggerated claim under **Your Policy**;
- b) uses fraudulent means or devices including the submission of false or forged documents;
- c) makes a false statement;
- d) submits a claim for loss or **Damage** which **You** or anyone acting on **Your** behalf or in connivance with **You** deliberately caused;
- e) realises after submitting what **You** reasonably believed was a genuine claim and then fails to tell **Us** that **You** have not suffered any loss or **Damage**;
- f) suppresses information which **You** know would otherwise enable **Us** to refuse to pay a claim.

**We** will be entitled to:

- a) refuse to pay the whole of the claim
- b) recover any sums that **We** have already paid in respect of the claim
- c) notify **You** that **We** will be treating **Your Policy** as having terminated with effect from the date of any of the acts or omissions set out in above clauses a) to f) of this condition.

If **We** terminate **Your Policy** under this condition **You** will have no cover from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an insured person and not on **Your** behalf this condition should be read as if it applies only to that insured person's claim. References to **Your Policy** should be read as if they were references to the cover effected for that person alone and not to **Your Policy** as a whole.

### **Other Insurances**

At the time of any circumstance or claim if there is any other policy providing an indemnity in respect of such circumstance or claim **We** will be liable only for **Our** proportionate share.

If any other policy has a provision preventing it from contributing likewise then **Our** share of the claim will be limited to the amount in excess of that which would be payable under such other policy had **Your Policy** not been effected.

### **Right of Entry and Salvage**

**We** have the right to enter the buildings where the **Damage** has happened and to take and keep any of the property insured and to deal with salvage in a reasonable manner.

### **Subrogation Rights**

**We** have the right to take:

- a) the benefit of **Your** rights against another person prior to or after **We** have paid a claim
- b) over the defence or settlement of a claim against **You** by another person.

### **Subrogation Waiver (against subsidiaries)**

Regardless of the Subrogation Rights Condition above, in the event of a claim arising under **Your Policy** **We** agree to waive any rights, remedies or relief to which **We** might become entitled by subrogation against any company:

- a) standing in the relation of parent to or subsidiary (or subsidiary to parent) to **You**
- b) which is a subsidiary of a parent Company of which **You** are a subsidiary in each case within the meaning of the Companies Act(s).

### **Terms not Relevant to Actual Loss**

Should payment of a claim be conditional upon compliance with any term of **Your Policy** which has not been complied with **We** will not pay for any claim except where the term concerned:

- a) operates solely:
    - i) in connection with a certain premises or locations; or
    - ii) at certain times
  - b) is intended to reduce the risk of certain types of **Injury**, loss, **Damage** or liability
- We** will pay for claims where the above circumstances apply providing **You** can prove that non-compliance with the term could not have increased the risk of the **Injury**, loss, **Damage** or liability which occurred.

### **Value Added Tax (VAT)**

If **You** are registered for VAT **We** will not pay the VAT element of any claim.

# General Exclusions

The following General Exclusions do not apply to Section 3 - Legal Expenses.

Each Section of **Your Policy** contains exclusions which apply to that Section and which must be read in conjunction with the following **General Policy Exclusions**.

This **Policy** excludes and does not cover:

## Electronic Date (performance and functionality)

(not applicable to Section 1 - Employers' Liability Section 2 – Public and Products Liability)

**Damage** or consequential loss or legal liability directly or indirectly caused by or consisting from the failure of any computer, **Data** processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether **Your** property not to:

- a) correctly recognise any date as its true calendar date;
- b) capture, save, retain and/or correctly to manipulate, interpret or process any **Data** or information or command or instruction because of treating any date otherwise than as its true calendar date;
- c) capture, save, retain or correctly to process any **Data** because of the operation of any command which has been programmed into any computer software, being a command which causes the loss of **Data** or the inability to capture, save or retain or correctly process such **Data** on or after any date;

but this shall not exclude (other than Public and Products Liability) subsequent **Damage** to **Your** property or consequential loss resulting from it not otherwise excluded under **Your Policy**, which itself results from a **Defined Peril**.

## Pressure Waves and Sonic Bangs

**Damage** caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

## Radioactive Contamination

**Damage**, death, **Injury**, disablement or loss to any property or any loss or expense arising from or any consequential loss or legal liability of whatsoever nature directly or indirectly caused by or contributed from or arising from:

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive toxic explosive or other hazardous properties of any explosive or other hazardous or contaminating properties of any nuclear installation, nuclear reactor or other nuclear assembly or any associated nuclear component
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes.
- e) any chemical biological bio-chemical or electronic weapon

As far as concerns **Injury** sustained by any of **Your Employees** if such **Injury** arises out of and in the course of employment or engagement of such person by **You** this exclusion shall apply only in respect of:

- i) the liability of any **Principal**
- ii) liability assumed by **You** under agreement and which would not have attached in the absence of such agreement.

## Terrorism

**We** will not cover **You** for loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

1. In England, Scotland, Wales, the Channel Islands and the Isle of Man

- a) any act of **Terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- b) any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.



2. In Northern Ireland

- a) any act of **Terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- b) any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**
- c) riot, civil commotion and (except for **Damage** or interruption to the **Business** caused by fire or explosion strikers, locked out workers or persons taking part in labour disturbances or malicious persons.

If any of the points above are found to be invalid or unenforceable, the remainder of the points shall remain in full force and effect.

In any action, lawsuit or other proceedings or where **We** state that any loss, damage, cost or expense is not covered by this section it will be **Your** responsibility to prove that they are covered.

### Liability Provisions

Subject otherwise to the terms definition exclusions provisions and conditions of this **Policy We** will indemnify **You** to the extent of the Terrorism Provisions in the following sections (if insured)

Section 1:                      Employers' Liability

Section 2:                      Public and Products Liability

### War Risks and Government Action

**Damage**, death, **Injury**, disablement or loss to any property or any loss or expense arising from or any consequential loss or legal liability of whatsoever nature directly or indirectly caused by or contributed from or arising from:

- a) War or Government Action
- b) civil commotion in Northern Ireland

For the purpose of this exclusion the following definitions apply:

#### Government Action

means martial law, nationalisation, confiscation, requisition, seizure or destruction of property by any government or public authority or any action taken in controlling, preventing, suppressing or in any way relating to war.

#### War

means war, invasion, act of foreign enemy, hostilities, warlike operations (whether war be declared or not) civil war, mutiny, rebellion, civil commotion (amounting to a popular rising) military rising, revolution, insurrection, military or usurped power.

# Section 1 - Employers' Liability

## The Cover

**We** will cover **You** against all sums for which **You** become legally liable to pay as **Compensation** and **Costs and Expenses** in respect of **Injury** sustained by any **Employee** occurring within the **Territorial Limits** and during the **Period of Insurance** arising out of and during employment by **You** in connection with **Your Business**.

### Limit of Indemnity

The maximum **We** will pay for all **Compensation** and **Costs and Expenses** in respect of any one claim against **You** or series of claims against **You** arising out of any one **Occurrence** is the Limit of Indemnity stated in **Your Schedule**.

### Terrorism Provision

The maximum **We** will pay for all **Compensation** and **Costs and Expenses** in respect of any one claim against **You** or series of claims arising out of one **Occurrence** arising from or in connection with or directly or indirectly caused by any act of **Terrorism** shall not exceed the Limit of Indemnity in **Your Schedule** or £5,000,000 (whichever is the less)

If **We** allege that by reason of this limitation any liability for **Compensation** and **Costs and Expenses** is covered only up to the specified Limit of Indemnity the burden of proving the contrary shall be upon **You**.

## Section Extensions

### Compensation for Court Attendance Costs

If **You** or any of **Your** directors, partners or **Employees** attend court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to indemnity under this Section **We** will compensate **You** at the following rates for each day on which attendance is required:

- a) any director or partner £500 per day
- b) any **Employee** £250 per day

### Corporate Manslaughter and Corporate Homicide Act 2007

**We** will cover **You** for:

- a) **Cost and Expenses** against convictions
- b) costs of prosecution awarded against **You**

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007

The maximum **We** will pay in respect of all claims occurring during any one **Period of Insurance** is £1,000,000. All amounts payable will form part of and not be in addition to the Limit of Indemnity stated in **Your Schedule**. **We** will not cover **You** for:

- a) any prosecutions unless they relate to death sustained by any **Employee** within the **Territorial Limits** during the **Period of Insurance** and arising out of and in the course of employment or engagement of the **Employee** by **You** in the **Business**
- b) i) the payment of fines or penalties  
ii) any remedial or publicity orders or any steps required to be taken by such orders
- c) **Cost and Expenses** and costs of prosecution awarded against **You** for which **You** are entitled to indemnity under any other policy or Section or would have been entitled to an indemnity but for the existence of **Your Policy**
- d) any proceedings resulting from any deliberate act or omission by **You**.

### Cross Liabilities

If more than one **Insured** is referred to in **Your Schedule** **We** will treat each party as if a separate **Policy** had been issued to each provided that **Our** liability shall not exceed the Limit of Indemnity stated in **Your Schedule** regardless of the number of parties and/or entities entitled to indemnity.

### General Data Protection Regulations

**We** will cover **You** (and at **Your** request any **Employee**) in respect of their legal liability against all sums payable in respect of:

- a) **Injury** or distress under Article 82 of Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and the equivalent provision under the Data Protection Act 2018 (all as amended, updated or re-enacted from time to time), in connection with personal data (as defined in the Regulation) processed by **You**
- b) **Costs and Expenses** relating to a prosecution brought under the above Regulation in relation to claims made by **Employees**.

Provided that:

- a) a claim is first made against **You** during the **Period of Insurance**
- b) **You** have registered in accordance with terms of the Regulation
- c) this extension shall not apply in respect of:
  - i) the payment of fines or penalties; and/or
  - ii) the cost of replacing, re-instating, rectifying or erasing any personal data; and/or
  - iii) liability caused by or arising from a deliberate or intentional act by **You** or any other party entitled to an indemnity by this Section the effect of which will knowingly result in liability under the Regulation and/or
  - iv) claims which arise out of circumstances notified to previous insurer or are known to **You** at inception of this cover; and/or
  - v) liability for which indemnity is provided under any other insurance.

The maximum **We** will pay in respect of all claims occurring during any one **Period of Insurance** is £1,000,000.

#### **Health and Safety at Work (legal defence costs)**

**We** will cover **You** (and at **Your** request any of **Your** directors partners or **Employees**) in respect of **Costs and Expenses** as a result of a breach of any applicable legislation provided that an offence is alleged to have been committed during the **Period of Insurance** in the course of the **Business**.

This Extension shall not apply to:

- a) fines or penalties of any kind
- b) proceedings consequent upon any deliberate act or omission by:
  - i) **You**; and/or
  - ii) any partner, director or **Employee** of the **Business**

which could reasonably have been expected to constitute a breach of the applicable legislation having regard to the nature and circumstances of such act or omission.

- c) where cover is provided by any other insurance

#### **Indemnity to Other Persons**

This Section extends to cover:

- a) any **Principal** for whom **You** are carrying out a contract away from **Your Premises** but only to the extent required by such contract.
- b) at **Your** request any of **Your** directors partners or **Employees** in respect of:
  - i) **Your** liability for which **You** would have been entitled to claim under this Section if a claim had been made against **You**
  - ii) private work undertaken by any **Employee** for directors or partners with **Your** prior consent
- c) any officer or member of **Your** catering, social, sports or welfare organisations, first aid, fire or ambulance services in their respective capacity as such.
- d) in the event of **Your** death any of **Your** personal representatives in respect of liability incurred by **You**.

#### **Overseas Work**

This Section extends to cover **Injury** sustained by any **Employee** normally resident in the **Territorial Limits** and engaged in:

- a) work undertaken within the European Union (including Iceland Norway and Switzerland)
- b) non-manual work outside the **Territorial Limits**.

#### **Temporary Employees**

This Section extends to cover **You** in respect **Injury** to temporary **Employees** for a maximum 50 man-days during any one **Period of Insurance**.

#### **Unsatisfied Court Judgements**

In the event of a judgement for **Compensation** being obtained by any **Employee** or the legal personal representatives of any **Employee** in respect of **Injury** sustained by the **Employee** during the **Period of Insurance** and happening in connection with the **Business** against any person or company operating from a premises within the **Territorial Limits** in any court within the **Territorial Limits** and remaining unsatisfied in whole or in part six months after the judgement **We** will pay at **Your** request to the **Employee** or the personal representatives of the **Employee** the amount of **Compensation** and any awarded costs that remain unsatisfied.

Provided that:

- a) there is no appeal outstanding
- b) if any payment is made under the terms of this clause the **Employee** or the personal representatives of the **Employee** shall assign the judgement to **Us**.

## Section Exclusions

**We** will not cover **Injury** sustained by any **Employee**:

### Offshore

Undertaking work directly or indirectly Offshore

For the purposes of this Exclusion Offshore means from the time of embarkation by an **Employee** onto to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance onto land upon return from such offshore rig or platform

### Motor Vehicles (passengers)

- a) being carried in or upon a vehicle; and/or
- b) entering or getting onto or alighting from a vehicle in circumstances where any Road Traffic legislation requires insurance or security

This Exclusion shall not apply to **Injury** to any **Employee** who at the time the **Injury** occurs is the driver of a vehicle or is the person in charge of the vehicle for the purposes of driving

# Section 2 - Public and Products Liability

## The Cover

### Public Liability

**We** will cover **You** against all sums for which **You** become legally liable to pay as **Compensation** and **Costs and Expenses** in respect of accidental:

- a) **Injury** to any person (other than an **Employee**)
  - b) **Damage** to material property
  - c) obstruction, trespass or nuisance
  - d) interference with any easement, any right of way, light, air, water, pedestrian road, rail, air or waterborne traffic
  - e) invasion of the right of privacy
  - f) wrongful arrest, detention, imprisonment or eviction of any person malicious prosecution
- arising in connection with **Your Business** and which happens during the **Period of Insurance** and within the **Territorial Limits**.

### Products Liability

**We** will cover **You** against all sums for which **You** become legally liable to pay as **Compensation** and **Costs and Expenses** in respect of accidental:

- a) **Injury** to any person (other than an **Employee**)
- b) **Damage** to material property

arising in connection with **Your Business** and which happens during the **Period of Insurance** and occurring anywhere in the world caused by **Products** supplied by **You** from within the **Territorial Limits**.

**Costs and Expenses** are payable in addition to the Limit of Indemnity.

### Limit of Indemnity

The maximum **We** will pay as **Compensation** during any one **Period of Insurance** is the Limit of Indemnity stated in **Your Schedule**. For:

- a) Public Liability this means in respect of any one **Occurrence**
- b) Products Liability this means in respect of the total of all **Occurrences**

### Provisions

#### a) **Pollution**

The maximum **We** will pay for all **Compensation** resulting from **Pollution or Contamination** is in respect of all **Occurrences** during any one **Period of Insurance**.

#### b) **Terrorism**

The maximum **We** will pay for all **Compensation** arising from or in connection with or directly or indirectly caused by any act of **Terrorism** is in respect of any one claim against **You** or series of claims arising out of one **Occurrence** and shall not exceed the Limit of Indemnity stated in **Your Schedule** or £2,000,000 (whichever is the less).

If **We** allege that by reason of this limitation any liability for **Compensation** and **Costs and Expenses** is covered only up to the specified Limit of Indemnity the burden of proving the contrary shall be upon **You**.

#### c) **Communicable Disease**

The maximum **We** will pay for all **Compensation** in respect of all **Occurrences** and in the aggregate arising directly or indirectly from **Communicable Disease** during any one **Period of Insurance** shall not exceed £1,000,000 inclusive of all **Costs and Expenses**.

This limit will form part of and not be in addition to the Limit of Indemnity stated in **Your Schedule**.

For the purposes of this Provision the following Definition applies:

### Communicable Disease

- a) Coronavirus being:
  - i) any coronavirus; or
  - ii) any disease caused by any coronavirus; or
  - iii) any mutation or variation of any coronavirus or of any disease caused by any coronavirus.

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

## Section Extensions

### Compensation for Court Attendance Costs

If **You** or any of **Your** directors, partners or **Employees** attend court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to indemnity under this Section **We** will provide compensation to **You** at the following rates for each day on which attendance is required:

- a) any director or partner £500 per day.
- b) any **Employee** £250 per day

### Consumer Protection and Food Safety Act

**We** will cover **You** for **Costs and Expenses** as a result of a breach of:

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

committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**. **We** will not cover **You** in respect of liability for:

- a) the payment of fines or penalties
- b) proceedings or appeals in respect of any deliberate act or omission by **You**
- c) costs or expenses insured by any other **Policy**

### Contingent Motor Liability (non-owned vehicles)

Despite the **Motor Liability Exclusion**, **We** will cover **You** in respect of **Your** legal liability arising out of the use of any motor vehicle not belonging to or provided by **You** in the course of the **Business** anywhere in the **Territorial Limits**.

**We** will not cover **You** in respect of liability:

- a) for **Damage** to the vehicle or to any property conveyed therein.
- b) whilst the vehicle is being driven by any person with **Your** general consent who to **Your** knowledge does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- c) where **You** are entitled to indemnity under any other insurance.
- d) arising from circumstances in which it is compulsory for **You** to insure or provide security in respect of such vehicles as a requirement of relevant road traffic legislation.

### Corporate Manslaughter and Corporate Homicide Act 2007

**We** will cover **You** for:

- a) **Cost and Expenses** against convictions
- b) costs of prosecution awarded against **You**

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007

The maximum **We** will pay in respect of all **Occurrences** during any one **Period of Insurance** is £1,000,000.

All amounts payable will form part of and not be in addition to the Limit of Indemnity stated in **Your Schedule**. **We** will not cover **You** for:

- a) any prosecutions unless they relate to death sustained by any **Employee** within the **Territorial Limits** during the **Period of Insurance** and arising out of and in the course of employment or engagement of the **Employee** by **You** in the **Business**
- b) i) the payment of fines or penalties  
ii) any remedial or publicity orders or any steps required to be taken by such orders
- c) **Cost and Expenses** and costs of prosecution awarded against **You** for which **You** are entitled to indemnity under any other policy or Section or would have been entitled to an indemnity but for the existence of **Your Policy**
- d) any proceedings resulting from any deliberate act or omission by **You**

### Cross Liabilities

If more than one **Insured** is referred to in **Your Schedule We** will treat each party as if a separate **Policy** had been issued to each provided that **Our** liability shall not exceed the Limit of Indemnity stated in **Your Schedule** regardless of the number of parties and/or entities entitled to indemnity.

### Defective Premises Act 1972

**We** will cover **You** against liability arising from defective work carried out by **You** or on behalf to any **Premises** within the **Territorial Limits** disposed of by **You** prior to the **Occurrence** of the **Damage** to property giving rise to liability.

**We** will not cover **You** in respect of liability for:

- a) the cost of making good replacements or reinstatement of any defect or workmanship giving rise to such liability
- b) any **Damage** to such **Premises**.

### General Data Protection Regulations

This Section extends to cover **You** in respect of legal liability under Article 82 of Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and the equivalent provision under the Data Protection Act 2018 (all as amended, updated or re-enacted from time to time), in connection with personal data (as defined in the Regulation) processed by **You**.

**We** will cover **You** in respect of liability for the:

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

The maximum **We** will pay will be £1,000,000 or the Limit of Indemnity shown in **Your Schedule**, whichever is the lower, during any one **Period of Insurance** both inclusive of **Costs and Expenses**

### Health and Safety at Work (legal defence costs)

**We** will cover **You** (and at **Your** request any of **Your** directors partners or **Employees**) for **Costs and Expenses** as a result of a breach of any applicable legislation provided that an offence is alleged to have been committed during the **Period of Insurance** in the course of the **Business**.

This Extension shall not apply to:

- a) fines or penalties of any kind
- b) proceedings consequent upon any deliberate act or omission by:
  - i) **You**; and/or
  - ii) any partner, director or **Employee** of the **Business**

which could reasonably have been expected to constitute a breach of the Applicable Legislation having regard to the nature and circumstances of such act or omission.

- c) where cover is provided by any other insurance.

### Indemnity to Other Persons

This Section extends to cover:

- a) any **Principal** for whom **You** are carrying out a contract away from **Your Premises** but only to the extent required by such contract.
- b) at **Your** request any of **Your** directors partners or **Employees** in respect of:
  - i) **Your** liability for which **You** would have been entitled to claim under this Section if a claim had been made against **You**; and/or
  - ii) private work undertaken by any **Employee** for directors or partners with **Your** prior consent
- c) any officer or member of **Your** catering, social, sports or welfare organisations, first aid, fire or ambulance services in their respective capacity as such.
- d) in the event of **Your** death any of **Your** personal representatives in respect of liability incurred by **You**

### Movement of Obstructing Vehicles

This Section extends to cover **You** in respect of **Your** legal liability arising from any vehicle (not owned or hired by or lent to **You**) being driven by **You** or any **Employees** with **Your** permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicle hired by or let to **You** or any **Employees**.

Provided that:

- a) movements are limited to vehicles parked on or obstructing **Your Premises** or any site at which **You** are working
- b) the vehicle causing obstruction will not be driven by any person unless such person is competent to drive the vehicle

- c) the vehicle causing the obstruction is driven by use of the owner's ignition key
- d) there shall be no cover for **Damage** to such vehicle or for liability for which compulsory insurance or security is required under any legislation governing the use of the vehicle

### Overseas Personal Liability

**We** will cover **You** and at **Your** request any:

- a) director partner or **Employee** or
  - b) spouse or child of such director partner or **Employee** accompanying such persons
- against all sums **You** become legally liable to pay as **Compensation** incurred in a personal capacity whilst outside their usual country of residence in connection with the **Business**.

**We** will not cover **You** in respect of liability:

- a) where cover is provided by any other insurance.
- b) arising from ownership possession or use of wild animals, firearms (other than sporting guns) mechanically propelled vehicles aircraft or watercraft.
- c) arising from ownership or occupation of land or buildings.
- d) arising from the carrying on of any trade or profession.

### Temporary Employees

This Section extends to cover **You** in respect of **Injury** (other than to **Employees**) and **Damage** to property caused by temporary **Employees** for a maximum 50 man-days during any one **Period of Insurance**

## Section Exclusions

### Asbestos

**We** will not cover claims caused by or arising from

- a) inhalation or ingestion of **Asbestos**
- b) exposure to or fear of the consequences of exposure to **Asbestos**
- c) the presence of **Asbestos** in any property or on land
- d) investigating, managing, removing, controlling or remediation of **Asbestos**.

### Contractual Liability

**We** will not cover **You** for legal liability assumed by **You** resulting from an agreement or contract for work in connection with the **Business** unless **We** are given management and control of any claim. In addition, **We** will not provide cover for:

- a) liquidated damages fines or penalties imposed by or payable under any penalty clause.
- b) property which is the subject of Clause 6.5.1 of the Joint Contracts Tribunal Standard Form of Building Contract 2005 Edition (or any subsequent amendment or replacement Clause) where the terms require **You** to effect insurance
- c) liability which arises solely by reason of an agreement or contract for work outside the **Territorial Limits**.

### Cyber and Data

**We** will not cover **You** for any claim directly or indirectly caused by contributed to by resulting from or arising out of or in connection with

- a) any **Cyber Act** or **Cyber Incident** including but not limited to any action taken in controlling preventing suppressing or remediating any **Cyber Act** or **Cyber Incident**
- b) loss of use reduction in functionality repair replacement restoration reproduction loss or theft distortion erasure corruption or alteration of any **Data** including any amount pertaining to the value of such **Data**.

This Exclusion does not apply to claims

- a) for death, bodily **Injury**, illness or disease
- b) for **Damage** to material property
- c) under the **General Data Protection Regulations** Extension of Section 2

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



### Damage to Products and Defective Work

**We** will not cover **You** for:

- a) **Damage** to the **Products**
- b) the cost of repair alteration or replacement of
  - i) defective work
  - ii) the **Products**

including the cost of demolition breaking out dismantling delivery rebuilding supply and installation of the **Products** and any other property (unless physically **Damaged** by the **Products**) to such repair alteration or replacement.

- c) to make any refund of the payment received for the **Products**

### Damage to Property

**We** will not cover **You** for **Damage** to property belonging to **You** or in **Your** custody or control or of any **Employee** other than:

- a) personal effects (including vehicles and their contents) of any visitor, directors, partner or any of **Your Employees**
- b) buildings (including their contents therein) which are temporarily occupied by **You** for the purpose of work in connection with the **Business** (not being any buildings which are owned by or, leased, rented or hired to **You**)
- c) premises (or its internal fixtures and fittings) hired, rented, leased or lent to **You** other than **Damage** by any cause against which the lease or tenancy agreement stipulates that insurance shall be effected by the lessee or tenant.

Provided that **You** will be responsible for the first £100 of each claim for **Damage** to premises unless caused by fire or explosion.

### Intellectual Property

**We** will not cover liability arising from the infringement of plans, copyright, patent, trade name, trademark or registered design

### Libel and Slander

**We** will not cover **You** for libel or slander.

### Marine and Aviation

**We** will not cover **You** for:

- a) the ownership possession or use of any aircraft, air, space or other aerial devices, hovercraft, drilling platform or rig or mechanically propelled watercraft other than barges, motor launches and non-powered craft used on inland waterways
- b) any **Products** which **You** know are for use in or incorporation into any craft designed to travel in, on or through air or space or in the safety or navigation of marine craft of any sort.

### Motor Liability

**We** will not cover **You** for the ownership possession or use by **You** or on **Your** behalf of any mechanically propelled vehicle or mobile plant:

- a) which is licensed for road use or
- b) for which compulsory motor insurance or security is required or
- c) which is more specifically insured

This exclusion does not apply to:

- a) the use or movement of any mechanically propelled vehicle as a tool or plant;
- b) the loading or unloading of any mechanically propelled vehicle or trailer when carried out beyond the limits of any carriageway or thoroughfare but this extension shall not apply to **Damage** to any property being loaded or unloaded;
- c) the movement of any mechanically propelled vehicle not owned, hired or borrowed by or leased to **You** or any other insured party on or under any **Premises** occupied by **You** where such vehicle is causing an obstruction and interfering with the performance of the **Business**;
- d) **Damage** to visitors' or **Employees'** mechanically propelled vehicle (including contents and/or accessories) while parked within any car park for which **You** are responsible or on any premises occupied by **You** provided that:
  - i) such vehicle is not lent or hired to **You**;
  - ii) the **Damage** to an **Employee's** vehicle does not arise out of the maintenance, operation or use of a vehicle by that **Employee**;

- e) the unauthorised use of any mechanically propelled vehicle by any person in **Your** employment providing **You** will have taken all reasonable precautions to ensure that **Employees** are made aware of and comply with restrictions applicable to the use of the vehicle;
- f) **Damage** to any bridge, weighbridge, road or anything beneath caused by the weight of any mechanically propelled vehicle or trailer or of the load carried on it.

#### **Pollution or Contamination**

**We** will not cover **You** for Pollution or Contamination

- a) other than when caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.
- b) occurring in the United States of America and/or Canada and/or their dependencies or trust territories

#### **Professional Services**

**We** will not cover **You** for liability arising directly or indirectly in connection with professional services rendered by **You** or on **Your** behalf including any advice, design, instruction, information, plan, formula or specification given by **You** or on **Your** behalf for a fee or where a fee would normally be charged

# Section 3 - Legal Expenses

This is **Your** Commercial Legal Expenses Section, which is underwritten by Markel Legal Expenses Insurance.

## How to contact us

### To make a claim

If **You** need to make a **Claim** or let **Us** know about a situation that could lead to a **Claim**, **You** should contact **Us** as soon as possible providing **Your Policy** number and brief details of the circumstances by either:

a) telephoning **Us** on 0333 234 8040

or

b) writing to **Us** at

The Claims Department  
Markel Legal Expenses Insurance  
81-85 Station Road  
Croydon  
CR0 2AJ

or

c) e-mailing **Us** as at **LEIclaimsuk@markel.com**

If **You** write to or email **Us** a claim form will be sent to **You** for completion which must be returned without delay.

### To make a complaint

If **You** are not satisfied with any part of **Our** service then **You** should contact **Us** using the details in **Important information – How to make a complaint** and **We** will do **Our** best to resolve the problem.

### To talk to us about your policy

If **You** need any help to fully understand what is covered under this Business Legal Expenses section please contact **Your** insurance broker or let **Us** know by either:

a) telephoning on 0345 350 1099

or

b) e-mailing **Us** at **LEIunderwritersuk@markel.com**

### For advice or stress counselling

The cover provides access to a 24/7 year round telephone advice line. This service provides advice on general legal matters on the law which applies in the UK.

**You** can also get advice on tax and health and safety matters in the UK by calling the same number 9-5 Monday to Friday (excluding public holidays).

In addition, the cover provides **Your Employees** with access to a 24/7 year-round stress counselling line. The telephone number to call is 0333 234 8040 and **You** will need **Your Policy** number to access the advice.

### For legal resources, news and documents

To complement the legal advice line **You** have access to the Markel Law Hub, an online resource of expert legal and business guides, templates and content, provided by Markel Law LLP. This covers everyday legal issues around employment, health and safety, trading and contracts, cyber and data, debt and insolvency and business law resources.

To access, visit **markellaw.co.uk** and click the Markel Law Hub tab to log in using **Your Policy** number (token code) which can be found in **Your Policy** schedule.

## Special or unusual conditions and terms

The section comes with some important conditions and terms that **You** need to be aware of:

### Prospects of success

**We** will make **Our** decision on whether to cover **Your Claim** based on a legal opinion from **Your Representative** (and any professional advice **We** regard necessary) on whether **Your Claim** has at least a 51% chance of:

- a) successfully pursuing **Your** case and securing a legal and/or financial remedy
- b) not being found liable in a civil (not criminal) case against **You**
- c) being found not guilty in the defence of a criminal prosecution
- d) securing a significant reduction of **Your** punishment or fine if pleading guilty in a criminal prosecution
- e) successfully appealing the decision of the relevant authority

If there is 50% or less chance of the above **We** will not provide cover.

### Defined terms

Some of the words in this section have a specific meaning and **We** have highlighted these to **You** by showing them in bold print. Please see the **Defined terms** section at the end of this section to see what these words mean.

## Our joint agreement

This is the agreement between **You** and **Us**

### Things we will do

**We** will provide the cover as written in this section for:

- a) Disputes under the **Sections of cover** shown as insured in **Your Policy** schedule
- b) **Costs** subject to the **Excesses** and the limits shown in **Your Policy** schedule
- c) **Claims** or notifiable circumstances notified to **Us** during **Your Period of Insurance** which are in connection with **Your** business description as stated in **Your Policy** schedule
- d) Disputes, legal proceedings or HMRC investigations that are or would be within the **Territorial Limits** as stated in **Your Policy** schedule

### Things You must do

**You** must comply with the following conditions which are summarised below and some of which are more fully explained in the remainder of this agreement. If **You** fail to do so, **We** may not pay **Your Claim**, or any payment could be reduced.

**You** must:

- a) pay the premium for **Your Policy**
- b) provide **Us** with a truthful account of **Your** circumstances and any extra information **We** ask for, to underwrite **Your Policy** and assess **Your Claim**
- c) tell **Us** as soon as possible if there is a change in **Your** circumstances such as:
  - i) Any change of ownership of **Your** business
  - ii) If **Your** business is involved in a merger or the acquisition of another business
  - iii) Any change in **Your** business description
  - iv) take all reasonable steps to avoid and prevent tax investigations, legal proceedings and disputes
  - v) minimise the cost and effect of any **Claim** by taking all reasonable steps to avoid unnecessary expense
  - vi) follow the **Claims conditions** of **Your Policy**

If **You** do not meet **Your** part of the agreement **We** may:

- a) Not cover all or part of **Your Claim** and **We** may recover any payments already made
- b) Increase **Your** premium or change the terms of **Your Policy**
- c) Cancel **Your Policy** and treat it as though it did not exist to begin with

## Cover provided

### Property and landlord and tenant disputes

#### 1. Property disputes

##### What is covered?

**We** will pay **Costs** to obtain damages or other legal remedy for:

- a) Trespass on **Your Property**
- b) Nuisance from another affecting **Your Property**
- c) The defence of another's claimed right of way over **Your Property**
- d) **Your** use of a right **You** have over another's **Property** as recorded in the title documents of **Your Property**
- e) Pursuing another for physical damage to **Your Property** not recoverable under another insurance **Policy**

##### What is not covered?

**We** will not cover **Claims** where:

- a) There is a dispute over a contract
- b) The other party's argument is that they own some or all of **Your Property**
- c) There is a dispute over rights to or over another's **Property** which is alleged to have arisen through **Your** use or occupation over a length of time

#### 2. Disputes with your tenant

##### What is covered?

**We** will pay **Costs** to obtain damages or other legal remedy for:

- a) **Your** tenant's failure to maintain or repair **Your Property** as required by the written terms of **Your** lease or tenancy
- b) An allegation by **Your** tenant that **You** failed to maintain or repair **Property** as required by the written terms of **Your** lease or tenancy
- c) Pursuing **Your** tenant for disputed dilapidations at the expiry of **Your** lease or tenancy

##### What is not covered?

**We** will not cover **Claims** where there are dilapidations unless **You** have served a notice of dilapidations on **Your** tenant and **You** have an independent expert valuation of the dilapidations which must be obtained at **Your** own expense

#### 3. Eviction

##### What is covered?

**We** will pay **Costs** to obtain damages or other legal remedy for:

- a) the eviction of **Your** tenant or **Your Employee** or ex-**Employee** from **Your Property**

##### What is not covered?

**We** will not cover **Claims** where:

- a) **You** have not issued enforceable statutory or contractual notices which require tenant or licensee to leave the **Property**

#### 4. All of Property and landlord and tenant disputes

**We** will not cover **Claims** where:

- a) There is a dispute over a contract unless it is a tenancy, licence or leasehold agreement
- b) **You** will not suffer a financial loss or the value of **Your Property** would not be reduced
- c) **You** have not made a **Claim** under **Your** buildings or contents **Policy** and if relevant, under a business interruption or equivalent **Policy** following damage or nuisance affecting **Your Property**
- d) There is a dispute in connection with planning or building regulations or decisions or compulsory purchase orders or any actual, planned or proposed works by or under the order of any government or public or local authority
- e) There is a dispute in connection with the negotiation, review or renewal of a tenancy or leasehold agreement or purchase of **Property**
- f) **You** have failed to fully maintain suitable buildings and if needed contents insurance

## Health and safety defence

### 1. Interview under caution

#### What is covered?

We will pay **Costs** for **Your**

- a) representation (including written submissions) at an interview under caution by the Police or a prosecuting authority for Health and Safety violations

#### What is not covered?

We will not cover **Claims** where

- a) **You** are required by the Police to immediately attend an interview under caution at a Police Station

### 2. Prosecution defence

#### What is covered?

We will pay **Costs** for **Your**

- a) defence of a criminal prosecution for health and safety violations once **You** receive a summons

#### What is not covered?

We will not cover **Claims**

- a) Where **You** are alleged to have committed:
  - i) a motoring offence
  - ii) an assault or sexual offence
  - iii) fraud, dishonesty or criminal damage
- b) Where there are criminal proceedings arising from or related to tax or if an application is made under the Proceeds of Crime Act
- c) For **Your Employee**, director or a partner of **Your** business if **You** are charged under the Corporate Manslaughter or Corporate Homicide Act 2007

### 3. What You need to know

We won't pay any **Costs** or fines that **You** are ordered to pay by a criminal Court

## Tax protection

#### What is covered?

We will pay **Costs** in representing **You** before HM Revenue & Customs (HMRC) in the following circumstances:

#### 1. Aspect enquiry

When HMRC issues a formal notice to **You**, **Your** director or to **Your** business partner to carry out an aspect enquiry into a part(s) of **Your** income or corporation tax Self Assessment return

#### 2. Full enquiry

When HMRC issues a formal notice to **You**, **Your** director or to **Your** business partner to examine all of **Your** financial records income or corporation tax

#### 3. National Insurance and PAYE disputes

When HMRC expresses dissatisfaction with **Your** p11ds or p9ds or **Your** PAYE and/or NIC affairs following an employer compliance visit by HMRC

#### 4. Current tax year enquiry

Following a written request by HMRC under Schedule 36 Finance Act 2008 to inspect **Your** business records, assets or premises

#### 5. VAT disputes

Over alleged failure to pay VAT

## What is not covered?

### 1. All of Tax protection

We will not cover **Claims** where:

- a) There is not a reasonable prospect of reducing the liabilities alleged by HMRC
- b) Tax returns are late or where **You** have not notified chargeability to tax within the time limits or for tax returns where wholly provisional figures are used
- c) There is an allegation of fraud or an investigation by HMRC's Fraud Investigation Service, Counter Avoidance Office or the defence of a criminal prosecution
- d) There is a dispute or enquiry relating to the National Minimum Wage or Living Wage
- e) There is an allegation of tax avoidance

## Regulatory compliance

### 1. Health and Safety Executive enforcement notices

#### What is covered?

We will pay **Costs** for **Your** appeal against an improvement or prohibition notice issued by the Health and Safety Executive

### 2. Abatement notice appeals

#### What is covered?

We will pay **Costs** for **Your** appeal against an abatement notice issued by a local authority for a statutory nuisance

We will not cover **Claims**:

- a) Where there is more than one **Claim** in the **Period of Insurance**
- b) Connected to or arising from planning applications, decisions or disputes

### 3. Licence appeals

#### What is covered?

We will pay **Costs** for **Your** appeal against a decision taken by the relevant authority to suspend, revoke, alter or not renew an existing statutory licence **You** need to carry out **Your** business activity as stated in **Your Policy** schedule

## What is not covered?

We will not cover **Claims**:

- a) For appeals arising from or connected to a change in the law or regulation
- b) For the **Costs** of complying with a notice or order
- c) Involving driving or property licences
- d) Where **You** have failed to comply with recommendations or warnings from **Your** regulator

## Contracts for construction and repairs

#### What is covered?

We agree to pay **Costs** in a dispute with a **Contracting Party** over a **Construction Contract** (including any variations to the **Construction Contract**) for work undertaken on **Your Property** that is in writing and which states the:

- a) parties to the contract
- b) date work is to commence
- c) work to be done and the timescales for the work to be done
- d) amount of money to be paid for the work and when it is to be paid

## What is not covered?

We will not cover **Claims** in disputes:

- a) Over construction projects estimated to cost more the **maximum construction project value**
- b) Where work commenced before the **Construction Contract** or a variation to **Construction Contract** was agreed
- c) Over **Construction Contracts** agreed or any work started before the inception of **Your Policy**, unless **You** had a **Policy** that provided cover to the same effect as **Your Policy** and there was no break in cover, in which case, the inception date of the previous **Policy** will apply

- d) Over **Construction Contracts** where **You** are carrying out the works
- e) If **Your** business is in the construction industry
- f) Below the minimum sum in dispute specified in the **Policy** schedule
- g) Over guarantees
- h) Over contracts **You** enter into through an agent or which **You** have taken over from someone else by assignment
- i) Over franchise contracts
- j) Over hire purchase, credit agreements insurance or financial securities
- k) Over contracts of employment
- l) Over any tenancy agreement, lease or licence to use land or buildings

### What is not covered by this Section?

**We** will not cover **You** for:

- a) The defence of civil legal proceedings concerning:
  - i) injury or disease including psychiatric injury and stress
  - ii) damage to or loss or destruction of **Property**
  - iii) an alleged breach of professional duty
- b) **We** will not cover any matters connected with or arising with hydraulic fracturing (fracking)
- c) **Costs** incurred without or in excess of **Our** written consent
- d) Any **Claim** relating to or arising from any cause, event or circumstance occurring before or existing at the start of **Your Policy** and which has or which **You** knew or should reasonably have known may give rise to a dispute, legal proceedings or HMRC investigation or a **Claim**
- e) Any type of fine or other financial penalty imposed by a Court, Tribunal or regulatory or supervisory body or taxes, duties, interest or penalties imposed by HMRC
- f) Any dispute or legal proceedings in respect of which **You** are, or but for the existence of **Your Policy** would be entitled to indemnity under a legal aid certificate or representation order
- g) Disputes or legal proceedings between any parties specified as **You** in the **Policy** schedule or with any parent, subsidiary or associated company or partner
- h) Any dispute **You** have with **Your Representative**, any party involved in the arrangement of **Your Policy** or with **Us**
- i) Any **Costs** incurred in a dispute or legal proceedings concerning, arising out of or in connection with:
  - i) breach of confidentiality
  - ii) passing off
  - iii) defamation or malicious falsehood
  - iv) the ownership or existence of any intellectual property rights
  - v) a judicial review
- j) Any **Costs** incurred in a dispute or legal proceedings concerning, arising out of or in connection with **Your**:
  - i) intentional wrongdoing
  - ii) act or omission with negligent disregard as to its consequences
- k) Any **Costs** which **You** should or would have had to incur irrespective of any dispute
- l) Any benefit under this insurance to the extent of providing cover, payment of any **Claim** or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation
- m) The VAT element of **Your Claim** if **You** are registered for VAT
- n) Any **Claim** caused by, happening through or in consequence of terrorism, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority
- o) Any **Claim** caused by or contributed to by or arising from nuclear reaction, nuclear radiation or radioactive contamination



## Claims conditions

There are conditions contained below which must be complied with or met for **Us** to provide cover under this section.

### 1. How and when to make a claim

Contact details for The Claims Department can be found 'How to contact Us' at the beginning of this Section.

**We** will only cover **Claims** that **You** tell **Us** about during **Your Period of Insurance**.

**You** must tell **Us** as soon as possible when **You** become aware of any cause, event or circumstance which does or may involve

**You** and which has given, or may give rise to a **Claim**, dispute, legal proceedings or tax investigation.

Where **We** have accepted notification as described above, **We** will treat any later **Claim** regarding that notified cause, event or circumstance as though the **Claim** had been notified during the **Period of Insurance**.

**We** will send **You** an insurance claim form that must be completed and returned as soon as possible.

### 2. When we will agree to cover your claim

#### Our consent

**We** will only cover **Claims** where **You** have obtained **Our** consent in writing before incurring any **Costs**. **We** will give **Our** consent for **You** to incur **Costs** provided that **You** can satisfy **Us** throughout **Your Claim** that:

- It is reasonable and proportionate (in relation to **Your Claim**) to incur **Costs**
- there are **Reasonable Prospects of Success**, other than **Section of cover: Health and Safety defence - Interview under caution**

During the course of **Your Claim** if **You** no longer satisfy **Us** of the above, cover under **Your Policy** for **Costs** will be withdrawn and any **Costs** incurred awarded on or after the date of withdrawal will not be covered whether **We** previously agreed to them or not.

**We** will make **Our** decision on whether to cover **Your Claim** based on:

- A fully completed insurance claim form
- The information and documentation **We** reasonably request
- A legal opinion from **Your Representative** on whether **Your Claim** has **Reasonable Prospects of Success** and any professional advice **We** regard necessary

If **Your Claim** is accepted by **Us**, it does not always mean that all **Costs** will be paid, for example **We** will not cover **Costs** for things that are not directly relevant to **Your Claim**. **We** may also limit any cover **We** provide by time, amount or to a specific stage of legal proceedings in order to allow **Us** to review **Our** continued acceptance of **Your Claim**.

If after accepting **Your Claim**, it is shown that **Your Claim** has not been brought within the terms and conditions of the **Policy**, no further cover will be provided and **We** will recover from **You** any **Costs** **We** have paid.

#### Counsel's opinion

At **Our** discretion **We** may also require **You** to obtain a legal opinion from Counsel at **Your** expense to satisfy **Us** that there are **Reasonable Prospects of Success** and it is reasonable and proportionate (in relation to **Your Claim**) to incur **Costs**.

If based on Counsel's opinion **We** are satisfied in respect of the above the reasonable **Costs** of obtaining that opinion will be paid by **Us** subject to the **Excess** and the limits shown in **Your Policy** schedule.

#### Claims rejected due to a lack of Reasonable Prospects of Success

If **We** rejected **Your Claim** solely due to a lack of **Reasonable Prospects of Success**, **We** will pay **Costs** that are reasonable and proportionate to the legal and/or financial remedy achieved, subject to the terms and conditions of **Your Policy** if:

- You** proceeded with the legal action which formed **Your Claim** to its conclusion with a Court, Tribunal or equivalent having issued a judgment (excluding any settlement, mediation, alternative dispute resolution or equivalent resolution process) and were successful
- You** were defending, the judgment found **You** were not at fault
- You** were pursuing, the judgment awarded **You** the remedy **You** were seeking at the time **We** rejected **Your Claim**
- You** tell **Us** about it as soon as possible

#### Settlements

**You** must inform **Us** as soon as an offer of settlement is received and **You** must obtain **Our** consent before **You** make or respond to any offer of settlement. In any settlement **You** must:

- a) Take into account the prospects of the case and likely future **Costs**
- b) Try to recover as much **Costs** as possible

If **You** unreasonably reject an offer of settlement which **We** recommend acceptance of or make an offer which **We** do not agree with, no further cover will be provided and **We** may seek to recover from **You** **Costs** **We** have paid.

At **Our** discretion, instead of covering **You** for **Costs**, **We** can choose to pay:

- a) The damages **You** are likely to be awarded by a Court or Tribunal or
- b) The amount of money being claimed against **You** or the amount of money the other party will settle for, whichever is the lesser

If **We** choose to do this, then **Your Claim** will end and no further payments of **Costs** will be made.

### Co-operation

**You** must co-operate with **Us** and **Your Representative** at all times during the course of **Your Claim** this includes:

- a) Allowing **Us** and **Your Representative** to communicate directly with each other about **Your** case
- b) Providing a full and truthful account of **Your** case and with all necessary documentation or evidence
- c) Attending any meetings as required
- d) Instructing **Your Representative** to provide **Us** with information, documentation or evidence **We** require (even if privileged) and regular updates including when anything negatively affects the factors we took into account in accepting **Your Claim**.

### Recovery of costs

If the outcome of **Your** case is that another party is found responsible for reimbursing **You** for some or all of **Your Costs**, **You** and **Your Representative** must make every effort to fully recover those **Costs** which **You** must pay to **Us**.

If the legal case was settled and the terms of the settlement do not specify the split between damages and **Costs** then a fair and reasonable proportion of that settlement will be treated as **Costs** and paid to **Us**.

If any money is recovered from the other party then that money will be treated as **Costs** and repaid to **Us** first until all **Costs** have been repaid to **Us**.

### Payment of costs

A copy of all invoices for **Costs** **You** receive from **Your Representative** should be forwarded to **Us** within 30 days of the date the invoice was issued. If **We** require, **You** must ask **Your Representative** to send the **Costs** for assessment by a Court or Tribunal or to a **Costs** lawyer of **Our** choice.

**You** are responsible for the payment of all **Costs**. **We** will reimburse **You** for the **Costs** subject to the **Excesses** and the limits shown in **Your Policy** schedule. **We** may settle these **Costs** directly if **We** choose to do so.

### Appeals

If **You** wish to appeal against the judgment or decision of a Court or Tribunal or if there is an appeal against a judgment that is in **Your** favour, **We** will consider providing further cover if:

- a) **We** covered the initial legal proceedings that are being appealed as a **Claim** and cover was not withdrawn
- b) The grounds for the appeal were submitted to **Us** as soon as possible and before any deadline set by the Court or Tribunal

If **We** require, **You** must co-operate in an appeal against the judgment or decision of a Court or Tribunal.

### Instruction and choice of your Representative, Counsel and Experts

In all cases **Your Representative** will be appointed in **Your** name and on **Your** behalf.

**We** will choose a **Representative** to act on **Your** behalf other than at the point of an inquiry or legal proceedings where **You** will have freedom to choose **Your Representative** subject to **Us** approving **Your** choice.

**You** will also have freedom to choose **Your Representative** if there is a legal conflict of interest between **You** and **Us** subject to **Us** approving **Your** choice.

When selecting **Your Representative**, **You** must have regard to **Your** duty to minimise the cost of any **Claim**.

The name and address of **Your** chosen **Representative** must be notified to **Us** in writing. **We** will accept **Your** choice if:

- a) **We** are satisfied that **Your** chosen **Representative** will co-operate with **Us** and enable **You** to comply with the terms and conditions of **Your Policy**
- b) The **Representative** has the necessary experience to deal with the dispute

c) The **Representative's** charging rates are fair and reasonable in regard to the dispute

A dispute arising from **Your** choice of **Representative** may be referred to arbitration in accordance with **Important information – How to make a complaint**.

**You** must not enter into any agreement with **Your Representative** as to the basis of calculation of **Costs** without **Our** written consent.

If in any **Claim Your Representative** wishes to instruct Counsel or an expert the following must be submitted to **Us** for **Our** approval:

- a) The expert's or Counsel's name
- b) Details of their expertise
- c) Charging rates and estimated cost
- d) An explanation of the need for such instruction

## Important information

### Fraudulent Claims

If **You** or anyone acting on **Your** behalf make a fraudulent **Claim**, **We** will cancel the **Policy** from the time the fraud took place, retain any premium and recover from **You** any amount **We** have paid towards the fraudulent **Claim**.

### Dual insurance

If any **Claims** covered under **Your Policy** are also covered by another **Policy**, or would have been covered if **Your Policy** did not exist, **We** will only pay **Our** share of the **Claim** even if the other insurer refuses the **Claim**.

### How to make a complaint about your policy

If **You** are not satisfied with any part of **Our** service then **You** should contact **Us** and **We** will do **Our** best to resolve the problem. **You** can contact **Us** at the following:

The Customer Services Manager  
Markel Legal Expenses Insurance  
20 Fenchurch Street  
London  
EC3M 3AZ  
Tel: 0345 350 1099  
Email: [LEIcomplaintsuk@markel.com](mailto:LEIcomplaintsuk@markel.com)

Markel Legal Expenses Insurance is a trading name of Markel International Insurance Company Limited, registered in England and Wales No: 00966670. Registered address, 20 Fenchurch Street, London EC3M 3AZ. Markel Corporation is the ultimate holding company for Markel International Insurance Company Limited.

Markel International Insurance Company Limited is authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority. Financial Services Register Number 202570.

If there is a dispute between **Us** that **We** cannot resolve through **Our** complaints process then **You** may be able to refer the matter to the Financial Ombudsman Service who will arbitrate over the dispute as long as they have jurisdiction over the matter.

**You** can contact them at the following:

The Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR  
Tel: 0800 023 4567 or 0300 123 9123  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

If the Financial Ombudsman Service cannot arbitrate over the dispute then **We** shall both agree on an independent arbitrator (who must be a solicitor or barrister) to arbitrate over the dispute.

Any dispute between **You** and **Us** will be decided by arbitration. The arbitrator will be a single arbitrator, either a solicitor or barrister practicing in the Law of England and Wales. The arbitration will take place in England. The arbitration will be governed by both the laws of England and Wales and the Arbitration Act 1996. The apportionment of the costs of the arbitration will be decided by the arbitrator. If **We** cannot agree on the choice of an arbitrator, an arbitrator will be nominated by the President of either the Law Society or the Bar Council in England and Wales. The costs of the arbitration will be paid by the party that loses the arbitration.

## How to make a complaint about the Markel advice line

The telephone legal advice is provided by Markel Law LLP and can advise on general UK law. Markel Law LLP makes no additional charge for providing these telephone services.

Markel Law LLP is authorised and regulated by the Solicitors' Regulation Authority ("SRA") under SRA number 459781 and is part of the Markel group of companies.

If **You** have a complaint about these telephone legal advice services **You** should contact The Director of Compliance, Markel Law LLP, The Observatory, Chapel Walks, Manchester M2 1HL who will provide details of the complaints procedure, including details of how the complaint will be dealt with internally and if required, by the Legal Ombudsman. For complaints about any other advice given then **You** should contact **Us** using the details in **Important information – How to make a complaint** and **We** will do **Our** best to resolve the problem.

## Personal information/Privacy policy statement

### The basics

**We** collect and use relevant information about **Your** business to provide insurance cover and to meet **Our** legal obligations.

This information includes details such as names and addresses (and may include more sensitive details such as information about health and criminal convictions).

The way insurance works means that information may be shared with and used by several third parties in the insurance sector but only in connection with the insurance cover that **We** provide to **You**.

### Other people's details you provide to us

**We** will process individual's details, as well as any other personal information **You** provide to **Us** in respect of **Your** insurance cover, in accordance with **Our** privacy notice and applicable data protection laws.

To enable **Us** to use individual's details in accordance with applicable data protection laws, **We** need **You** to provide those individuals with certain information about how **We** will use their details in connection with **Your** insurance cover.

As such, **You** agree to provide each individual concerned this notice:

- a) on or before the date that individual becomes insured under **Your Policy** or
- b) the date that **You** first provide information about the individual to **Us**

**We** are committed to only using the personal information **We** need to provide **You** with **Your** insurance cover. To help **Us** achieve this, **You** should only provide to **Us** information about individuals that **We** ask for occasionally.

### Want more details?

For more information about how **We** use personal information provided to **Us** please see **Our** full **Markel privacy notice**, a copy of which is available online at [markelinternational.com/foot/privacy-policy](http://markelinternational.com/foot/privacy-policy) or on request.

### Contacting us and individual rights

Individuals have rights in relation to the information **We** hold about them, including the right to access their information. Please contact **Us** at [dataprotectionofficeruk@markel.com](mailto:dataprotectionofficeruk@markel.com) or by writing to the Data Protection Officer, Markel International, 20 Fenchurch Street, London, EC3M 3AZ if **You** are an individual wishing to exercise **Your** rights, to discuss how **We** use **Your** information or to request a copy of **Our** full Markel privacy notice.

## Rights of third parties

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

## Applicable law

The laws of England and Wales apply to **Your Policy** and any Acts of Parliament referred to are as amended.

## Brexit

**We** provide no cover for any **Claim** where the regulatory risk location is within the European Economic Area (EEA) excluding the United Kingdom.

## Defined terms

For the purpose of this Legal Expenses sub-section the following definitions will apply.

### Any One Claim

All **Claims** connected by the same:

- a) original cause, event, circumstance or related in time or;
- b) legal proceedings, tax enquiry, construction project or parties in dispute.

even if **You** are claiming under more than one section of cover under this section of **Your Policy**.

### Claim

An insurance claim under this section

### Construction Contract

A contract as defined by Section **104** and **105** of the Housing Grants, Construction and Regeneration Act 1996 which for the purposes of **Your Policy** is extended to include contracts with residential occupiers. Such contracts include but are not limited to those for painting or decorating surfaces of a building, construction, alteration, repair, maintenance of buildings, installation in a building of heating, lighting or electrical systems.

### Contracting Party

A person, firm or company with whom **You** have a direct contractual relationship

### Costs

#### a) Own costs

The legal or professional costs (including any disbursements such as Counsel's or expert's fees) reasonably charged to **You** by **Your Representative**

#### b) Other party costs

In civil proceedings, the legal costs incurred by the party **You** are in dispute with that a Court or Tribunal orders **You** to pay or that **You**, with **Our** prior written agreement, agree to pay under the terms of a settlement. This does not include any costs **You** are responsible for paying under the terms of a contract.

### Employee

Any person under a contract of service with **You**

### Excess

The initial amount of **Costs** as shown in the **Policy** schedule that **You** must pay in a **Claim** before **We** will make any payment under **Your Policy** if **You**:

- a) Use **Our** choice of **Representative**
- b) Exercise **Your** freedom to choose **Your Representative** as described under **Claims condition: Instruction and choice of Your Representative**, Counsel and experts

### Maximum Construction Project Value

The maximum value a construction project is estimated to cost when the value of all the contracts concerning the project are added together as shown in the **Policy** schedule

### Period of Insurance

The period during which insurance is provided by this section of the **Policy** as shown in the **Policy** schedule

### Policy

This insurance policy including **Your Schedule** and any endorsements that apply

### Property

Land (including walls) or buildings owned or occupied by **You** for which **You** are legally responsible

### Reasonable Prospects of Success

**We** will make **Our** decision on whether to cover **Your Claim** based on a legal opinion from **Your Representative** (and any professional advice **We** regard necessary) on whether **Your Claim** has at least a 51% chance of:

- a) Successfully pursuing **Your** case and securing a legal and/or financial remedy
- b) Not being found liable in a civil (not criminal) case against **You**
- c) Being found not guilty in the defence of a criminal prosecution
- d) Securing a significant reduction of **Your** punishment or fine in a criminal prosecution
- e) Successfully appealing the decision of the relevant authority

If there is 50% or less chance of the above **We** will not provide cover.

### **Representative**

A solicitor, barrister, accountant or other appropriately qualified person appointed to act for **You** and who agrees to comply with the terms of **Your Policy**. The chosen representative may not be a person employed by **You**.

### **Territorial Limits**

The regions as stated in the **Policy** schedule.

### **We/Our/Us**

Markel International Insurance Company Limited trading as Markel Legal Expenses Insurance, 20 Fenchurch Street, London EC3M 3AZ. Claims will be handled by Markel Protection Limited which is a separate legal entity to Markel International Insurance Company Limited.

The insurer is liable only for the proportion of liability it has underwritten. The insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is the insurer otherwise responsible for any liability of any other insurer that may underwrite this contract

### **You/Your**

- a) The business(es) or individual(s) declared to **Us** and named in the **Policy** schedule
- b) Under **Health and Safety defence and Licence appeals** **You** may request, **Your Employee**, or a director or a partner of **Your** business to be covered by **Your Policy** provided that under **Health and Safety defence** the same **Representative** acts for all.

