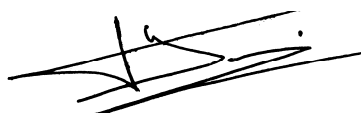


WELCOME TO AGEAS INDEPENDENT LIVING POLICY

You have applied for this insurance to Ageas Insurance Company Limited (**Us**) by a **Proposal** which is the basis of this contract and is deemed to be incorporated herein and in consideration will pay the premium and any taxes due

In return **We** will provide the insurance as described in this Policy during the Period of Insurance subject to the terms Conditions and Exclusions of this Policy

This Policy the Schedule and Endorsements will be read together as one document



François-Xavier Boisseau – CEO, Insurance
Ageas Insurance Limited
Ageas House, Hampshire Corporate Park
Templars Way, Eastleigh, Hampshire, SO53 3YA

Your policy and schedule should be read carefully to ensure that they meet your requirements. They contain details of the cover, exclusions and conditions that apply. Please contact your insurance advisor if they do not meet your needs in any respect or require amendment. Please keep your policy, schedule and other related documents in a safe place as you will need to refer to them if you make a claim.

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CUSTOMER CARE

This insurance is underwritten and administered on behalf of Ageas Insurance Limited by Adrian Flux Insurance Services. In the event of a query on this insurance you should contact:

Adrian Flux Insurance Services
East Winch Hall
East Winch
King's Lynn
Norfolk
PE32 1HN

Phone: **0844 888 3000**
Email: **assistedliving@adrianflux.co.uk**

If, however, you have a query in relation to a claim, contact:

Ageas Insurance Limited
Commercial Insurances Claims Centre
1 Port Way
Port Solent
Portsmouth
Hampshire
PO6 4TY

Phone: **0870 600 2123**
Email: **claims.commercial@ageas.co.uk**

How to make a complaint

We are committed to treating our customers fairly. However, we realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list. Please tell us your name and your claim number or policy number and the reason for your complaint.

We may record phone calls.

For complaints about claims, contact the Claims Director at:

Ageas Insurance Limited Commercial Insurances Claims Centre
1 Port Way
Port Solent
Portsmouth
PO6 4TY

Phone: **0844 748 0117**
Email: **claims.director@ageas.co.uk**

For complaints about your policy, contact the Commercial Schemes Manager at:

Ageas Insurance Limited
6th Floor
One America Square
17 Crosswall
London
EC3N 2LB

Phone: **0844 892 2114**
Email: **schemes.commercial@ageas.co.uk**

We promise to:

- Acknowledge your complaint within five days of receiving it;
- Have your complaint reviewed by a senior member of staff;
- Tell you the name of the person managing your complaint; and
- Respond in full to your complaint within 28 days. If this is not possible for any reason, we will write to you to explain why we have not been able to settle the matter quickly. We will also let you know when we will contact you again.

Calls to 0870 numbers will cost no more than calls to 01 or 02 numbers in the UK. Calls from mobile phones may cost more. Calls to 0844 numbers cost less than 5p per minute from a BT line. Other network charges will vary

Financial Ombudsman Service

If you are not happy with our final decision, you may be able to pass your complaint to the Financial Ombudsman Service (FOS). The FOS is an independent organisation and will review your case.

Their address is:

The Financial Ombudsman Service
South Quay Plaza
183 March Wall
London
E14 9SR

Phone: **0800 023 4567** if calling from a landline or **0300 123 9123** if calling from a mobile

You can visit the Financial Ombudsman Service website at **www.fos.org.uk**

The ombudsman's service is available to personal policyholders
Their service is also open to charities trustees and small businesses with income or assets within defined limits
You can get more information from us or the ombudsman

If you take any of the action mentioned above, it will not affect your right to take legal action.

Regulation

Ageas Insurance Limited is authorised and regulated by the Financial Services Authority
You can check their website (**www.fsa.gov.uk**) which includes a register of all the firms they regulate Or you can phone them on **0845 606 1234**

Financial Services Compensation Scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS)

If we fail to carry out our responsibilities under this policy you may be entitled to compensation from the Financial Services Compensation Scheme
Information about the scheme is available at **www.fscs.org.uk** or by phone on **0800 678 1100** or **020 7741 4100**

DEFINITIONS

ACCIDENT

A sudden unexpected unusual specific event which occurs at a specific and identifiable time and place

AUTHORISED PROFESSIONAL

A solicitor counsel claims handler or mediator accountant firm of accountants or other appropriately qualified person appointed and approved by DAS under the terms and conditions of this policy to represent Your interests

BODILY INJURY

Bodily injury death illness disease or shock causing bodily injury

CONTRACTUAL LIABILITY

Liability that is only as a result of a contract or agreement and which would not exist without the contract or agreement

COMPUTER EQUIPMENT

Electronic data processing and/or word processing equipment including but not limited to all processing units screens keyboards printers scanners disk and tape drives telecommunication and networking equipment and spare components for such equipment and data carrying materials used in connection with such equipment but excluding programmes and software not being proprietary branded data or telephone systems

CREDIT REFERENCE AGENCY

Equifax Experian and Call Credit

DAMAGE

Accidental loss destruction or damage to Property

DANGEROUS DOG

A dog of a breed as defined in the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991 and any subsequent changes to or replacement of that legislation

EMPLOYEE

Means any of the following whilst working for You in connection with Support Duties:

- a) any person under a contract of service or apprenticeship with You
- b) any person supplied to You under a contract or agreement the terms of which deem that person to be in Your employment
- c) any self-employed person
- d) any person You hire or borrow
- e) any member of Your Family
- f) any voluntary worker including relatives and civil partner, or temporary worker
- g) any person engaged under a work experience youth training or similar scheme.

EMPLOYERS LIABILITY COMPULSORY INSURANCE

The compulsory insurance of legal liability to employees in Great Britain Northern Ireland the Isle of Man the Channel Islands or offshore installations within the Continental Shelf around those countries

EVENT

A significant occurrence or happening at a specific time and place

FAMILY

Those who normally live with You and are Your relatives or partner

DEFINITIONS (continued)

IDENTITY THEFT

Misappropriation of the identity of another person without their knowledge or consent
These identity details are then used to obtain goods, services or to commit criminal activities in that person's name

INSURED / YOU / YOUR

The person or persons named as policyholder(s) in the Schedule.

LEGAL PROCEEDINGS

Legal proceedings issued against an opponent in a Court of Law

OCCURRENCE

An initial Event, act or omission which triggers a continuous and unbroken sequence of Events that give rise to a claim for indemnity against DAS.

OFFSHORE

The time at which You or any of Your Employees or any other person for whom You may be responsible embark onto a conveyance at the point of final departure to an offshore oil rig offshore platform or offshore installation until such time as they disembark from the conveyance onto land upon their return from an offshore oil rig offshore platform or offshore installation

PAYMENT CARD

Bank charge cheque credit debit and cash dispenser cards

PERIOD OF COVER

The period between the Start Date shown in the Schedule and the earlier of the End Date shown in the Schedule or the date any cancellation takes effect (both dates inclusive)

POLLUTION OR CONTAMINATION

- a) all pollution or contamination of buildings structures water land or the atmosphere and
- b) all loss Damage or Bodily Injury directly or indirectly caused by or arising from such pollution or contamination

PRODUCT SUPPLIED

Any product or thing sold supplied erected repaired altered treated installed manufactured tested serviced hired out stored given provided or delivered by You

PROFESSIONAL FEES

Legal and accountants fees and costs reasonably and properly incurred by the Authorised Professional with prior written authority including costs incurred by another party for which You are made liable by Court Order or may pay with Our consent in pursuit of a civil claim in the Territorial Limits arising from an insured Event

PROPERTY

Material property

PROPOSAL

Any signed proposal form declaration or any risk statement of facts and any other information in connection with this insurance supplied by You or on Your behalf

STANDARD PROFESSIONAL FEES

The level of Professional Fees that would normally be incurred by DAS in using a nominated Authorised Professional of their choice

SUMMARILY DIMISS

Instant dismissal of an Employee without notice or pay in lieu of notice

DEFINITIONS (continued)

SUPPORT DUTIES

Support Duties mean:

- a) providing medical care to You
- b) doing domestic duties for You and
- c) supporting You to enable You to live an independent life and engage in usual non-hazardous activities such as education leisure and work

TEMPORARILY/TEMPORARY

A period of time not exceeding 30 consecutive days during the Period of Cover

TERRITORIAL LIMITS

- a) England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands
- b) elsewhere in the world in respect of Bodily Injury arising out of and in the course of employment by You in connection with the Business

THE COMPANY / WE / US / OUR

Ageas Insurance Limited in respect of all sections other than Section 2.H Identity Theft and Section 2.I Legal Expenses

DAS Legal Expenses Insurance Company Limited in respect of Section 2.H Identity Theft and Section 2.I Legal Expenses

WRONGFUL ARREST

means any unlawful physical restraint by one person on the liberty of another and includes

- (1) assault and battery committed or alleged to have been committed at the time of making or attempting to make an arrest or in resisting an overt attempt to escape by a person under arrest before such person has been or could be placed in the custody of the police or an officer of the court
- (2) libel or slander false imprisonment malicious prosecution either
 - (a) committed or alleged to have been committed directly in connection with an arrestor
 - (b) arising out of the investigation of acts of shoplifting or theft

SECTION 1: LEGAL LIABILITIES

A: EMPLOYERS LIABILITY

THE INSURANCE

The **COMPANY** will indemnify the **YOU** against all sums which the **YOU** becomes legally liable to pay as compensatory damages and claimants costs and expenses in respect of **BODILY INJURY** sustained by any **EMPLOYEE** arising out of and in the course of employment by the **YOU** occurring during the **PERIOD OF COVER** within the **TERRITORIAL LIMITS** and resulting directly from

- (a) assisting **YOU** in connection with **SUPPORT DUTIES**
- (b) temporarily assisting **YOU** in connection with **SUPPORT DUTIES** outside the **TERRITORIAL LIMITS** provided **YOUR EMPLOYEE** normally resides within the **TERRITORIAL LIMITS**

The **COMPANY** will also pay for legal costs and expenses incurred with its prior written consent

- (a) in defence of any claims
- (b) for representation at any coroners inquest or inquiry in respect of any death which may be the subject of indemnity under this Section

LIMIT OF LIABILITY

The maximum liability of the **COMPANY** inclusive of all costs and expenses payable under this Section and Extensions of this Section shall be the Limit of Indemnity stated in the Schedule in respect of any one occurrence or all occurrences of a series consequent on or attributable to one original cause or source

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

The **COMPANY** will not be liable

- (a) *to pay compensation to an **EMPLOYEE** for **BODILY INJURY** sustained when the **EMPLOYEE** is carried in or on a vehicle or entering or getting onto or alighting from a vehicle in circumstances where any road traffic legislation requires compulsory insurance or security covering that risk*
- (b) *for liability arising from any judgement award or settlement made outside the **TERRITORIAL LIMITS***
- (c) *for liability arising from **EMPLOYEES** who control the working environment if **YOU** have taken out the **POLICY** on behalf of the person receiving **SUPPORT DUTIES** and also control the working environment then the **COMPANY** will not cover **YOUR** liability to you as an **EMPLOYEE***
- (d) *for liability arising out of any work undertaken and/or visit **OFFSHORE***
- (e) *for liability arising out of any **SUPPORT DUTIES** undertaken on or in*
 - (1) *docks harbours or railways*
 - (2) *watercraft or offshore gas or oil installations*
 - (3) *chemical or petro chemical works oil or gas refineries or storage facilities*
 - (4) *aircraft airports or airfields*
 - (5) *collieries mines or quarries*
 - (6) *power stations*
 - (7) *any installation where nuclear processing is undertaken*
 - (8) *towers steeple chimney shafts blast furnaces viaducts bridges flyovers dams motor ways or tunnels*

SECTION 1: LEGAL LIABILITIES

A: EMPLOYERS LIABILITY (continued)

THE INSURANCE

SECTION EXCLUSIONS

DISCHARGE OF LIABILITY

The **COMPANY** having been advised of a claim or an occurrence which might give rise to a claim under this Section will be entitled to pay to **YOU** in settlement of its liability for all claims arising out of one occurrence or series of occurrences attributable to one original cause or source either

- (i) the Limit of Indemnity (less any amounts already paid or incurred) or
- (ii) such other amount for which the claim or claims may be settled

The **COMPANY** will then relinquish control of and be under no further liability in respect of such claim or claims

SECTION 1: LEGAL LIABILITIES

A: EMPLOYERS LIABILITY - Extensions

These Extensions are subject to all other terms Conditions and Exclusions of the Policy

1 Indemnity to Others

The **COMPANY** will indemnify **YOU** in respect of employers legal liability to others including **YOUR** legal representatives as though they were **YOU** arising out of and in the course of

- (a) providing **SUPPORT DUTIES**
- (b) providing **SUPPORT DUTIES** whilst covering for someone during a **TEMPORARY** respite break

provided that an indemnity would have been provided under this Policy had the claim been made against **YOU**

2 Health and Safety at Work etc. Act ~ Legal Defence Cost

The **COMPANY** will be liable for all costs and expenses incurred with its prior written consent in respect of the defence of

- (a) the **INSURED**
- (b) at the **INSUREDS** request any **EMPLOYEE** against prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provision of
 - (i) the Health and Safety at Work etc. Act 1974
 - (ii) the Health and Safety at Work (Northern Ireland) Order 1978

Provided that the offence under such legislation is alleged to have been committed during the **PERIOD OF COVER** in connection with **SUPPORT DUTIES** and that the **COMPANY** shall not be liable for any fines or penalties imposed as a consequence of such prosecution or for any prosecution costs

3

Court Attendance Compensation

In the event of any of the undermentioned persons attending court as a witness at the request of the **COMPANY** in connection with a claim in respect of which the **INSURED** is entitled to indemnity under this Section the **COMPANY** will provide compensation to the **INSURED** at the following rates per day for each day of attendance

- (a) **YOU** £500
- (b) any **EMPLOYEE** £250

SECTION 1: LEGAL LIABILITIES

A: EMPLOYERS LIABILITY - Extensions

(Continued)

These Extensions are subject to all other terms Conditions and Exclusions of the Policy

4

Unsatisfied Court Judgements

In the event of a judgement for damages being obtained

- (a) by an **EMPLOYEE** or the representative of an **EMPLOYEE** in respect of **BODILY INJURY** to the **EMPLOYEE** sustained during the **PERIOD OF COVER** in the course of his or her employment for **SUPPORT DUTIES** against any company or individual operating within the **TERRITORIAL LIMITS** in any court within the **TERRITORIAL LIMITS**
- (b) and remaining unsatisfied in whole or in part six months after the date of judgement

The **COMPANY** will pay at the request of the **INSURED** to the **EMPLOYEE** or the representative of the **EMPLOYEE** the amount of the damages and any awarded costs to the extent that they remain unsatisfied

Provided that

- (i) there is no appeal outstanding
- (ii) the **EMPLOYEE** or the representative of the **EMPLOYEE** assigns the judgement to the **COMPANY**

5

Indemnity to Principal

The **COMPANY** will indemnify **YOU** in respect of the legal liability arising out of work carried out by **YOU** under a contract or agreement provided that

- (a) an indemnity would have been provided under this Policy had the claim been made against **YOU**
- (b) **YOU** comply with and are subject to the terms and Conditions of this Policy in so far as they can apply
- (c) the conduct and control of all claims is vested in the **COMPANY**

SECTION 1: LEGAL LIABILITIES

B: PUBLIC LIABILITY

THE INSURANCE

The **COMPANY** will indemnify **YOU** against all sums which **YOU** become legally liable to pay as compensatory damages and claimants costs and expenses arising out of an accidental **EVENT** causing

- (a) **BODILY INJURY** to any person
- (b) physical loss of or physical damage to material property
- (c) obstruction trespass nuisance wrongful arrest or interference with any right of way light air or water

occurring during the **PERIOD OF COVER** at the **PROPERTY** and elsewhere within the **TERRITORIAL LIMITS** resulting directly from **SUPPORT DUTIES**

Limit of Indemnity

The maximum liability of the **COMPANY** in respect of all indemnity payable under this Section and Extensions of this Section in respect of or arising out of any one **EVENT** or all **EVENTS** of a series consequent on or attributable to one original cause or source will not exceed the Limit of Indemnity stated in the Schedule

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

The **COMPANY** will not be liable for

- (a) **BODILY INJURY** to **YOU** or any **EMPLOYEE** where such **BODILY INJURY** arises out of and in the course of employment by **YOU**
- (b) loss of or damage to material property in the custody or control of or owned by **YOU** or any **EMPLOYEE** other than personal effects of **EMPLOYEES** or visitors where such loss arises out of and in the course of **SUPPORT DUTIES**
- (c) liability arising out of the ownership possession or use of any
 - (i) mechanically propelled vehicle including anything attached to it
 - used in circumstances where insurance or security is required by law
 - where indemnity is provided by any other policy or security
 - (ii) craft intended to travel through air or space or other aerospace device
 - (iii) hovercraft and watercraft other than non mechanically propelled craft less than 9 metres in length which are used on inland waters
- (d) liability arising out of advice design formula plan specification or treatment or breach of professional duty given separately for a fee by **YOU** or on **YOUR** behalf

SECTION 1: LEGAL LIABILITIES

B: PUBLIC LIABILITY (Continued)

Section Exclusions continued

- (e) *the cost or expenses incurred in recalling repairing reconditioning replacing testing or remarketing any **PRODUCT SUPPLIED** or in rectifying defective workmanship*
- (f) *liability assumed under contract or agreement where such liability would not have arisen in the absence of such contract or agreement*
- (g) *liability arising out of any work undertaken and/or visit **OFFSHORE***
- (h) *any liability of whatsoever nature arising out of mould or toxic mould*
- (k) *liability arising in connection with work on or in*
 - (a) *docks harbours or railways*
 - (b) *watercraft or offshore gas or oil installations*
 - (c) *chemical or petrochemical works oil or gas refineries or storage facilities*
 - (d) *aircraft airports or airfields*
 - (e) *collieries mines or quarries*
 - (f) *power stations*
 - (g) *any installation where nuclear processing is undertaken*

SECTION 1: LEGAL LIABILITIES

B: PUBLIC LIABILITY - Extensions

These Extensions are subject to all other terms Conditions and Exclusions of the Policy

1 Indemnity to Others

The **COMPANY** will indemnify **YOU** in respect of employers legal liability to others including **YOUR** legal representatives as though they were **YOU** arising out of and in the course of

- (a) providing **SUPPORT DUTIES**
- (b) providing **SUPPORT DUTIES** whilst covering for someone during a **TEMPORARY** respite break

provided that an indemnity would have been provided under this Policy had the claim been made against **YOU**

2 Overseas Personal Liabilities

The **COMPANY** will indemnify **YOU** any **EMPLOYEE** or **YOUR** legal representative against all sums which **YOU** any **EMPLOYEE** or **YOUR** legal representative become legally liable to pay as compensatory damages and claimants costs and expenses arising out of accidental

- (a) **BODILY INJURY** to any person
- (b) physical loss of or physical damage to material property occurring during the **PERIOD OF COVER** outside the **TERRITORIAL LIMITS** other than **NORTH AMERICA** during **TEMPORARY** visits whilst providing **SUPPORT DUTIES**

Provided that

- (i) the conduct and control of all claims is vested in the **COMPANY**
- (ii) any person entitled to indemnity under this Extension complies with and is subject to the terms Conditions and Exclusions of this Policy in so far as they can apply
- (iii) the liability of the **COMPANY** will not exceed the Limit of Indemnity stated in the Schedule

The **COMPANY** will not be liable

- (i) for liability arising from
 - (a) any business profession or trade
 - (b) the ownership or occupation of land or buildings
 - (c) the ownership possession or use of firearms (other than sporting guns) mechanically powered vehicles and anything attached to the craft intended to travel through air or space hovercraft watercraft (other than non mechanically powered craft less than 30 feet in length used on inland waters) or animals (other than domestic animals)
 - (d) **PROPERTY** held in trust
 - (e) **BODILY INJURY** to **YOU** or **YOUR EMPLOYEE** or legal representative accompanying them
- (ii) for liability more specifically insured
- (iii) for liability arising under any contract or agreement unless the liability would have arisen in the absence of such contract or agreement

SECTION 1: LEGAL LIABILITIES

B: PUBLIC LIABILITY - Extensions

(Continued)

These Extensions are subject to all other terms Conditions and Exclusions of the Policy

3 Defective Premises Act 1972

The **COMPANY** will indemnify **YOU** against liability for **BODILY INJURY** loss or **DAMAGE** arising solely by reason of Section 3 of the Defective Premises Act 1972 in connection with premises previously owned by **YOU** that have since been disposed of by **YOU**

The **COMPANY** will not be liable under this Extension

- (a) for **BODILY INJURY** loss or **DAMAGE** happening prior to the disposal of the premises
- (b) for the costs of remedying any defect or alleged defect in the premises disposed of
- (c) if **YOU** are entitled to indemnity from any other source

4 Data Protection Act 1998

The **COMPANY** will indemnify **YOU** against legal liability to pay damages for **DAMAGE** or distress under the provisions of Section 13 of the Data Protection Act 1998

Provided that

- (a) the act or omission from which liability arises is committed during the **PERIOD OF COVER** in connection with the **SUPPORT DUTIES**
- (b) **YOU** are correctly registered in accordance with the requirements of the Data Protection Act 1998 or has applied for such registration which has not been refused or withdrawn

The **COMPANY** will not be liable for

- (i) liability arising from
 - (a) the processing of data for reward
 - (b) a deliberate act or omission by **YOU** or any **EMPLOYEE** from which liability could reasonably be expected by **YOU** or any **EMPLOYEE** having regard to the nature and circumstances of such act or omission
 - (c) any agreement which would not have attached in the absence of such agreement
 - (d) indemnity provided under any other insurance
- (ii) any fine or penalty
- (iii) any costs of replacing reinstating rectifying destroying or erasing any data
- (iv) any amount in excess of the Limit of Indemnity stated in the Schedule

5 Indemnity to Principal

The **COMPANY** will indemnify as provided in The Insurance of this Section **YOU** for such legal liability arising out of work carried out by **YOU** under a contract or agreement provided that

- (a) an indemnity would have been provided under this Section had the claim been made against **YOU**
- (b) **YOU** comply with and are subject to all terms conditions and exclusions in this Policy in so far as they can apply
- (c) the full conduct and control of all claims is vested in the **COMPANY**

SECTION 1: LEGAL LIABILITIES

B: PUBLIC LIABILITY - Extensions

(Continued)

These Extensions are subject to all other terms Conditions and Exclusions of the Policy

6 Leased and Rented Property

The **COMPANY** will indemnify **YOU** against legal liability for loss or **DAMAGE** to **PROPERTY** leased hired or rented to **YOU** for the purpose of **SUPPORT DUTIES** within the **TERRITORIAL LIMITS**

The **COMPANY** will not be liable under this Extension in respect of

- (a) the first £100 of such loss or damage caused other than by fire or explosion
- (b) liability for loss or **DAMAGE** assumed by **YOU** under a tenancy or other agreement which would not have attached in the absence of such agreement

7 Contractual Liability

The **COMPANY** will indemnify **YOU** in respect of liability in accordance with the cover provided by this Section assumed under contract or agreement where such liability would not have arisen in the absence of such contract or agreement provided that full conduct and control of all claims is vested in the **COMPANY**

The **COMPANY** will not be liable for

- (a) liquidated damages fines or penalties
- (b) loss or damage to material property against which **YOU** are required to effect insurance under the terms of clause 21.2.1 of the JCT Standard Form of Building Contract (or any subsequent revision or substitution of clause 21.2.1) or under the terms of any other contract or agreement requiring insurance of a similar kind
- (c) loss or **DAMAGE** to **PROPERTY** brought on to any site of contract or place of work for the purpose of such contract or work
- (d) liability arising from **PRODUCTS** supplied under a contract of sale

8 Court Attendance Compensation

In the event of any of the undermentioned persons attending court as a witness at the request of the **COMPANY** in connection with a claim in respect of which **YOU** are entitled to indemnity under this Section the **COMPANY** will provide compensation to **YOU** at the following rates per day for each day on which attendance is required

- (a) **YOU** £500
- (b) any **EMPLOYEE** £250

9 Wrongful Arrest

The **COMPANY** will indemnify **YOU** in respect of all sums which **YOU** shall become legally liable to pay as compensatory damages arising from or out of **WRONGFUL ARREST** committed or alleged to have been committed by **YOU** or any **EMPLOYEE** occurring within the **TERRITORIAL LIMITS** during the **PERIOD OF COVER** in the course of **SUPPORT DUTIES**

The **COMPANY** will also indemnify **YOU** in respect of the amount of any cost incurred with the written consent of the **COMPANY** in the investigation adjustment or defence of any claim or proceedings which may be brought against **YOU** or any **EMPLOYEE** in connection with such **WRONGFUL ARREST**

SECTION 2 : EXTRA PROTECTION

A: REDUNDANCY PAYMENT

THE INSURANCE

If as a result of an **EVENT YOU** have to make **YOUR EMPLOYEE** redundant the **COMPANY** will pay the costs of statutory redundancy pay due up to a maximum of £1,000 per **EMPLOYEE** or £2,000 where more than one **EMPLOYEE** is being made redundant during the **PERIOD OF COVER** Providing that

- (a) Local Authority funding is withdrawn
- (b) **YOU** go into full time residential or nursing care
- (c) **YOU** die and there are insufficient funds to satisfy liability for redundancy in **YOUR** estate and appropriate evidence is produced upon request by the **COMPANY**

EXCLUSIONS

These apply in addition to the Section Exclusions and the General Exclusions
*The **COMPANY** will not be liable*

- (a) *for payments if the **COMPANY** is not notified within eight weeks of the date the redundancy takes effect*
- (b) *for payments due in lieu of notice and holiday pay*
- (c) *for payments resulting from voluntary redundancy*
- (d) *if **YOU** fail to provide reasonable evidence and or documentation requested by the **COMPANY***
- (e) ***YOU** reinstate the **EMPLOYEE** under a separate agreement*
- (f) ***YOUR** funding is withdrawn by the local authority due to knowingly receiving or claiming funding knowing the claim to be false or fraudulently exaggerated in any respect*
- (g) ***YOU** fail to seek advice from the 24 Hour Advice Service or fail to follow the advice given*
- (h) *the Local Authority and or Government policy or decisions result in funding being reduced or withdrawn unilaterally in a Local Authority Area*

SECTION 2 : EXTRA PROTECTION

B: REPLACEMENT PERSONAL ASSISTANT

THE INSURANCE

The **COMPANY** will pay additional costs incurred by if **YOU** have to **SUMMARILY DISMISS YOUR EMPLOYEE** or **YOUR EMPLOYEE** resigns without notice following a dispute or on the submission of a medical certificate during the notice period

EXCLUSIONS

These apply in addition to the Section Exclusions and the General Exclusions

*The **COMPANY** will not be liable*

- (a) if **YOU** fail to provide reasonable evidence and or documentation requested by the **COMPANY***
- (b) **YOU** fail to seek advice from the 24 Hour Advice Service or fail to follow the advice given*
- (c) if **YOU** fail to provide reasonable evidence and or documentation for the costs incurred requested by the **COMPANY***
- (d) for any amount in excess of £150*

C: PERSONAL POSSESSIONS

THE INSURANCE

The **COMPANY** will pay for **DAMAGE** to **YOUR PROPERTY** whilst in the possession or control of an **EMPLOYEE** undertaking **SUPPORT DUTIES** during the **PERIOD OF COVER** within the **TERRITORIAL LIMITS** arising from

- (ii) theft or attempted theft*
- (iii) the **EMPLOYEE** being involved in a road traffic accident*

The **COMPANY** will also pay for **DAMAGE** to **YOUR PROPERTY** during the **PERIOD OF COVER** within the **TERRITORIAL LIMITS** arising from theft or attempted theft by **YOUR EMPLOYEE** whilst undertaking **SUPPORT DUTIES** of **PROPERTY** money postal orders savings stamps premium bonds gift vouchers or travel tickets

EXCLUSIONS

These apply in addition to the Section Exclusions and the General Exclusions

*The **COMPANY** will not be liable*

- (a) for any amount in excess of £250*
- (b) thefts not reported to the police within 24 hours of discovery of the loss*

*The **COMPANY** will not be liable*

- (a) for any amount in excess of £250*
- (b) thefts not reported to the police within 24 hours of discovery of the loss*
- (c) if loss or **DAMAGE** is caused by anyone other than **YOUR EMPLOYEE***

SECTION 2 : EXTRA PROTECTION

D: REPLACEMENT LOCKS

THE INSURANCE

The **COMPANY** will pay for reasonable costs incurred by **YOU** to replace or repair locks windows doors arising from damage where forced entry by **YOUR EMPLOYEE** or emergency services into **YOUR PROPERTY** is necessary due to **YOU** suffering a medical emergency

The **COMPANY** will also pay for replacement locks for external doors to **YOUR PROPERTY** arising from theft or loss of keys by **YOUR EMPLOYEE** whilst undertaking **SUPPORT DUTIES**

EXCLUSIONS

These apply in addition to the Section Exclusions and the General Exclusions

*The **COMPANY** will not be liable*

(a) for any amount in excess of £250

*The **COMPANY** will not be liable*

(a) for any amount in excess of £250

(b) thefts not reported to the police within 24 hours of discovery of the loss

*(c) if **YOU** fail to provide reasonable evidence or documentation for the costs incurred if requested to do so by the **COMPANY***

E: OUT OF HOURS ASSISTANCE

THE INSURANCE

The **COMPANY** will pay for reasonable costs incurred by **YOU** for the additional wages of an **EMPLOYEE** working up to 3 hours beyond their contracted hours to collect medical supplies prescribed for **YOU** within 24 hours of the request being made to the **EMPLOYEE**

EXCLUSIONS

These apply in addition to the Section Exclusions and the General Exclusions

*The **COMPANY** will not be liable*

(a) for any amount in excess of £100

SECTION 2 : EXTRA PROTECTION

F: PERSONAL ACCIDENT

THE INSURANCE

If **YOU** or an **EMPLOYEE** suffers **BODILY INJURY** during the **PERIOD OF COVER** arising from **SUPPORT DUTIES** and in the effective time which independently of any other cause within twenty four months results in death or disablement the **COMPANY** will pay to **YOU** the appropriate Benefits shown below

Benefits Item	One Unit of Benefit
1 Death	£12,500
2 Loss of limb or limbs including amputation or paralysis at or above the wrist or ankle of one or more hands or feet	£3,000
3 Total and irrecoverable loss of all sight in one or both eyes	£4,000
4 Permanent total disablement caused other than by loss of limb or sight which has lasted for at least twelve months and will in all probability entirely prevent YOU or an EMPLOYEE from engaging in their usual occupation	£3,000
5 Temporary total disablement preventing YOU or an EMPLOYEE from engaging in their usual occupation for a maximum of 104 weeks	£50 Per week (payable monthly)
6 Hospitalisation benefit for each full day that YOU or an EMPLOYEE is hospitalised in the TERRITORIAL LIMITS as a result of BODILY INJURY	£75 per day Maximum limit of £1,500
7 Emergency NHS dental treatment	£300
8 Contribution to funeral arrangements following a claim under item 1 of Section E	£1,000

EXCLUSIONS

*These apply in addition to the Section Exclusions and the General Exclusions Benefit is not payable by the **COMPANY***

- (a) *as a result of **YOU** or an **EMPLOYEE** engaging in **HAZARDOUS ACTIVITIES***
- (b) *in respect of any physical defect or infirmity existing at the time of the injury*
- (c) *for more than one of Items 1-4 of the Benefits in respect of the same injury*
- (d) *as a result of or contributed to by the*
- (e) *pregnancy (including childbirth) of **YOU** or an **EMPLOYEE***
- (f) *in respect of Item 5 of the Benefits*
 - (i) *for the first 14 days*
 - (ii) *unless the Insured Person is in gainful employment*
 - (iii) *exceeding 75% of **YOUR** or an **EMPLOYEE'S** earnings*
 - (iv) *immediately **YOU** or an **EMPLOYEE** becomes entitled to any of the Benefits 1-4*
- (g) *if the death or injury was directly or indirectly caused by or contributed to by **YOU** or an **EMPLOYEE***
 - (i) *being under the influence or effect of alcohol or drugs (other than those prescribed by a medical practitioner)*
 - (ii) *being addicted to drugs*
 - (iii) *committing a criminal act*
 - (iv) *committing or attempting to commit suicide or intentionally inflicting self-injury*
 - (v) *participating in active service in any armed forces of any nation*
 - (vi) *suffering from a muscular or skeletal condition or injury unless caused directly by external sudden violent and visible means during the **PERIOD OF COVER** and not aggravated by any previous muscular or skeletal condition or injury*

SECTION 2: EXTRA PROTECTION

F: PERSONAL ACCIDENT – Continued

THE INSURANCE

EXCLUSIONS

These apply in addition to the Section Exclusions and the General Exclusions

(vii)contracting HIV (Human Immunodeficiency Virus) or any HIV related condition including AIDS or any mutant derivatives or variation howsoever caused

(viii)contracting any sexually transmitted disease

F: PERSONAL ACCIDENT - CONDITIONS

These apply in addition to the General Conditions

1 Aggregate Limit

In the event of **BODILY INJURY** sustained by two or more Insured Persons in the same accident the COMPANY will not be liable for any amount in excess of £500,000

If the total of the amounts otherwise payable exceeds the Aggregate Limit of Indemnity the Benefit payable for each Insured Person will be proportionately reduced

2 Disappearance

In the event of disappearance of an insured person if after a suitable period of time of at least 52 weeks it is reasonable to believe that death has occurred as a result of **BODILY INJURY** the Death Benefit (Item 1) becomes payable subject to a signed undertaking that if the belief is subsequently found to be wrong such Death Benefit will be refunded to the COMPANY

3 Payment of Benefit

No payment in respect of Items 1-4 of the Benefits will be made until the total amount due in respect of any one injury has been ascertained

No Benefit payable will carry interest

4 Claims Proof

All proof required by the **COMPANY** in connection with a claim will be submitted at the expense of **YOU** or the **EMPLOYEE** or their legal personal representatives in any form and at the intervals required by the **COMPANY**

The insured person will submit as often as required to medical examination at the **COMPANYS** expense

If the insured person dies the **COMPANY** will be entitled to have a post mortem examination at its own expense

SECTION 2: EXTRA PROTECTION

G: EMPLOYEE ERRORS AND OMISSIONS

THE INSURANCE

The **COMPANY** will pay for reasonable additional costs incurred by **YOU** resulting from any negligent act error or omission by an **EMPLOYEE** undertaking **SUPPORT DUTIES** during the **PERIOD OF COVER** which results in

- (a) theft of **YOUR** motor vehicle mobility vehicle household contents or **PROPERTY**
- (b) **DAMAGE** caused by any person who gains unauthorised entry into **YOUR PROPERTY** or vehicle

EXCLUSIONS

These apply in addition to the Section Exclusions and the General Exclusions

*The **COMPANY** will not be liable*

- (a) for any amount in excess of £1,000*
- (b) for losses not reported to the police within 24 hours of discovery of the loss*
- (c) for any loss or **DAMAGE** more specifically insured*
- (d) for any loss or **DAMAGE** more specifically insured where the claim has been declined due to a breach by **YOUR EMPLOYEE** of a policy requirement condition or warranty*

H: ADDITIONAL EXPENSES

THE INSURANCE

The **COMPANY** will pay for reasonable additional costs or expenses incurred by **YOU** to secure a replacement **EMPLOYEE** if **YOUR EMPLOYEE** fails to commence **SUPPORT DUTIES** within 24 hours of their contracted hours as a result of

- (a) **ACCIDENT** or **BODILY INJURY** to **YOUR EMPLOYEE** or their immediate family including a partner with whom they live
- (b) **ACCIDENT** or breakdown of **YOUR EMPLOYEES** vehicle or public transport normally used to travel to **YOU**
- (c) the home of **YOUR EMPLOYEE** suffers fire flood escaping water lightning windstorm earthquake subsidence malicious damage theft or attempted theft
- (d) delay in returning from holiday overseas due to a cause beyond the control of **YOUR EMPLOYEE**

EXCLUSIONS

These apply in addition to the Section Exclusions and the General Exclusions

*The **COMPANY** will not be liable*

- (a) for the first 48 hours*
- (b) for any amount for a period of more than 14 days*
- (c) for any amount in excess of £1,000*

SECTION 2: EXTRA PROTECTION

I: LEGAL EXPENSES & IDENTITY THEFT

Online law guide and document drafting

Employment Manual – Visit www.das.co.uk

The DAS Employment Manual offers comprehensive up to date guidance on rapidly changing employment law

To view it please visit www.das.co.uk and select Employment Manual

All the sections of this Web-based document can be printed off for **YOUR** own use

Contact **US** at employmentmanual@das.co.uk with **YOUR** email address quoting **YOUR** policy number and **WE** will contact **YOU** by email to inform **YOU** of future updates to the information

Helpline Services

Legal Advice Service – Call **0844 893 9338**

WE provide confidential legal advice over the phone on any commercial legal problem affecting the business under the laws of any European Union country the Isle of Man the Channel Islands Switzerland and Norway

Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor

However if this is not possible they will arrange a call back at a time to suit **YOU**

OUR legal advisors provide advice on the laws of England and Wales 24 hours a day 7 days a week 365 days a year

Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters **WE** will refer **YOU** to one of **OUR** specialist advisors

This will include European law and certain areas of law for Scotland and Northern Ireland

Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will call you back.

Tax Advice Service – Call **0844 893 9338**

WE offer confidential advice over the phone on any tax matters affecting the business under the laws of the United Kingdom

Counselling Service – Call **0844 893 9338**

WE will provide **YOU** (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone including where appropriate onward referral to relevant voluntary and/or professional services
Any costs arising from the use of these referral services will not be paid by **US**

The counselling service helpline is open 24 hours a day, seven days a week

Identity theft Service – Call **0844 8448 7071**

If **YOU** are a resident in the UK or the Channel Islands **WE** will provide **YOU** with detailed guidance and advice over the phone about being or becoming a victim of **IDENTITY THEFT**

This helpline is open 8am – 8pm seven days a week

SECTION 2: EXTRA PROTECTION

I: LEGAL EXPENSES & IDENTITY THEFT

Helping you with your legal problems

If **YOU** wish to speak to **OUR** legal teams about a legal problem please phone **US** on **0844 893 9338**

WE will ask you about your legal issue and if necessary call back to give legal advice

Making a Claim

If **YOUR** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy phone **US** on **0844 893 9338** and **WE** will give **YOU** a reference number

At this point **WE** will not be able to tell **YOU** whether the claim is covered or not but **WE** will pass the information **YOU** have given **US** to **OUR** claims-handling teams and explain what to do next

Please do not ask for help from a lawyer or anyone else before **WE** have agreed that **YOU** should do so

If **YOU** do **WE** will not pay the costs involved even if **WE** accept the claim

WE agree to provide **YOU** with the insurance described in this policy in respect of any insured incident arising in connection with the provision of care and support in return for payment of the premium and subject to the terms conditions exclusions and limitations set out in this policy provided that:

1. **REASONABLE PROSPECTS** exist for the duration of the claim
2. the **DATE OF OCCURRENCE** of the insured incident is during the **PERIOD OF INSURANCE**
3. any legal proceedings will be dealt with by a court or other body which **WE** agree to within the **TERRITRIAL LIMITS** and
4. the insured incident happens within the **TERRITORIAL LIMITS**

SPECIAL DEFINITIONS

These definitions apply to this Section only

APPOINTED REPRESENTATIVE

The **PREFERRED LAW FIRM** accountant or other suitably qualified person we will appoint to act on **YOUR** behalf

COSTS AND EXPENSES

- a) All reasonable and necessary costs chargeable by the **APPOINTED REPRESENTATIVE** and agreed by **US** in accordance with the **DAS STANDARD TERMS OF APPOINTMENT**.
- b) The costs incurred by opponents in civil cases if **YOU** have been ordered to pay them or **YOU** pay them with **OUR** agreement.

DAS standard terms of appointment

The terms and conditions (including the amount **WE** will pay to an **APPOINTED REPRESENTATIVE**) that apply to the relevant type of claim which could include a conditional fee agreement (no win no fee)

DATE OF OCCURRENCE

The date of the event that leads to a claim

If there is more than one event arising at different times from the same originating cause the date of occurrence is the date of the first of these events (This is the date the event happened which may be before the date **YOU** first became aware of it)

SECTION 2: EXTRA PROTECTION

I: LEGAL EXPENSES & IDENTITY THEFT – Special Definitions (Continued)

IDENTITY THEFT

The theft or unauthorised use of **YOUR** personal identification which has resulted in the unlawful use of **YOUR** identity

PERIOD OF INSURANCE

The period for which **WE** have agreed to cover **YOU** and for which the premium has been paid

PREFERRED LAW FIRM

A law firm or barristers chambers **WE** choose to provide legal or other services
These specialists are chosen as they have the proven expertise to deal with **YOUR** claim and must comply with **OUR** agreed service standard levels which **WE** audit regularly
They are appointed according to the **DAS STANDARD TERMS OF APPOINTMENT**

REASONABLE PROSPECTS

The prospects that **YOU** will recover losses or damages (or obtain any other legal remedy that **WE** have agreed to including an enforcement of judgment), make a successful defence or make a successful appeal, or defence of an appeal must be at least 51%.
WE or a **PREFERRED LAW FIRM** on **OUR** behalf will assess whether there are **REASONABLE PROSPECTS**

TERRITORIAL LIMITS

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

YOU/YOUR

The Insured and members of the Insureds immediate family permanently lives with them
Anyone claiming under this section must have the Insureds permission to claim

WE/US/OUR/DAS

DAS Legal Expenses Insurance Company Limited

SECTION 2: EXTRA PROTECTION

I: LEGAL EXPENSES & IDENTITY THEFT

THE INSURANCE

WE will pay an **APPOINTED REPRESENTATIVE** on **YOUR** behalf **COSTS AND EXPENSES** incurred following an insured incident and any compensation awards that **WE** have agreed to provided that

- (i) the most **WE** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000
 - (ii) the most **WE** will pay in **COSTS AND EXPENSES** is no more than the amount **WE** would have paid to a **PREFERRED LAW FIRM**
 - (iii) in respect of an appeal or the defence of an appeal **YOU** must tell **US** within the time limits allowed that **YOU** want to appeal
Before **WE** pay the **COSTS AND EXPENSES** for appeals **WE** must agree that **REASONABLE PROSPECTS** exist
 - (iv) for an enforcement of judgment to recover money and interest due to **YOU** after a successful claim under this policy **WE** must agree that **REASONABLE PROSPECTS** exist
- and
- (v) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **COSTS AND EXPENSES** is the value of the likely award

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

WE will not pay

- (a) *if **YOU** decide not to use the services of a **PREFERRED LAW FIRM YOU** will be responsible for any costs that fall outside the **DAS STANDARD TERMS OF APPOINTMENT** and these will not be paid by **US***
- (b) *any amount of compensation awards payable by **US** in excess of £1,000,000 any one **PERIOD OF INSURANCE***
- (c) *the first £500 of any contract dispute claim where the amount in dispute exceeds £5,000*

SECTION 2: EXTRA PROTECTION

I: LEGAL EXPENSES & IDENTITY THEFT - Insured Incidents

THE INSURANCE

1. Employment Disputes

WE will pay **COSTS AND EXPENSES** to defend **YOUR** legal rights

- (a) before the issue of legal proceedings in a court or tribunal following the dismissal of an employee
- (b) in unfair dismissal disputes under the ACAS Arbitration Scheme
- (c) in legal proceedings in respect of any dispute relating to
 - (i) a contract of employment with **YOU**
 - or
 - (ii) an alleged breach of the statutory rights of an employee ex-employee or prospective employee under employment legislation

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

WE will not pay

- (1) *for a dispute where the cause of action arises within the first 90 days of the start of the policy*
- (2) *for a dispute with an employee under a written or oral warning (formal or informal) within 180 days immediately before the start of the policy if the **DATE OF OCCURRENCE** was within the first 180 days of the start of the policy*
- (3) *redundancy or alleged redundancy or unfair selection for redundancy which occurs within the first 180 days of the start of the policy*
- (4) *damages for personal injury or loss of or damage to property*
- (5) *for transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005*

SECTION 2: EXTRA PROTECTION

I: LEGAL EXPENSES & IDENTITY THEFT – Insured Incidents (continued)

THE INSURANCE

2. Compensation Awards

WE will pay

- (a) any basic and compensatory award; and/or
- (b) an order for compensation following a breach of **YOUR** statutory duties under employment legislation

in respect of a claim **WE** have accepted under insured incidents Employment Disputes Provided that

- (a) in cases relating to performance and/ or conduct **YOU** have throughout the employment dispute either
 - (i) followed the ACAS Code of Disciplinary and Grievance Procedures
 - (ii) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland
 - (iii) sought and followed advice from **OUR** legal advice service (Telephone 0844 893 9338)
- (b) for an order of compensation following **YOUR** breach of statutory duty under employment legislation **YOU** have at all times sought and followed advice from **OUR** legal advice service since the date when **YOU** should have known about the employment dispute (Telephone 0844 893 9338)
- (c) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy **YOU** have sought and followed advice from **OUR** Claims Department prior to serving notice of redundancy (Telephone 0844 893 9338)
- (d) the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by **us**

Please note that the total of compensation awards payable by **US** is £1,000,000 in any one **PERIOD OF INSURANCE**

3. Service Occupancy

WE will pay **COSTS AND EXPENSES** to pursue a dispute with an employee or ex-employee to recover possession of premises owned by or for which **YOU** are responsible

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

WE will not pay

- 1 *Any compensation award relating to the following
 - (i) trade union activities, trade union membership or non-membership
 - (ii) pregnancy or maternity rights
 - (iii) paternity parental or adoption rights
 - (iv) health and safety related dismissals brought under section 44 of the Employment Rights Act 1996
 - (v) statutory rights in relation to trustees of occupational pension schemes*
- 2 *Non-payment of money due under a contract of employment or a statutory provision*
- 3 *Any award ordered because **YOU** have failed to provide relevant records to employees under National Minimum Wage legislation*
- 4 *A compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal*

WE will not pay any claim relating to defending **YOUR** legal rights other than defending a counter-claim

SECTION 2: EXTRA PROTECTION

I: LEGAL EXPENSES & IDENTITY THEFT – Insured Incidents (continued)

THE INSURANCE

4. Contract Disputes

WE will pay any contractual dispute arising from an agreement or an alleged agreement which has been entered into by **YOU** or on **YOUR** behalf for the purchase hire sale or provision of goods or of services

Provided that

- (a) the amount in dispute exceeds £500 (incl VAT)
If the amount in dispute exceeds £5,000 (incl VAT) **YOU** will be responsible for the first £500 of **COSTS AND EXPENSES** in each and every claim
- (b) if the amount in dispute is payable in installments the installments due and payable at the time of making the claim exceed £500 (incl VAT)
- (c) if the dispute relates to money owed to **YOU** a claim under the policy is made within 90 days of the money becoming due and payable

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

WE will not pay

- 1 *A dispute arising from an agreement entered into prior to the start of the policy if the **DATE OF OCCURRENCE** is within the first 90 days of the cover provided by the policy*
- 2
 - (a) *The settlement payable under an insurance policy (**WE** will cover a dispute if **YOUR** insurer refuses **YOUR** claim but not for a dispute over the amount of the claim)*
 - (b) *The sale purchase terms of a lease licence or tenancy of land or buildings. However **WE** will cover a dispute with a professional adviser in connection with these matters*
 - (c) *A loan, mortgage, pension, guarantee or any other financial product and chooses in action.*
 - (d) *A motor vehicle owned by or hired or leased to **YOU** other than agreements relating to the sale of motor vehicles where you are engaged in the business of selling motor vehicles*
- 3 *A dispute with an employee or ex-employee which arises out of or relates to a contract of employment with **YOU***
- 4 *A dispute which arises out of the*
 - (a) *sale or provision of computer hardware software systems or services*
 - (b) *the purchase or hire of computer hardware software systems or services tailored by a supplier to **YOU** own specification*
- 5 *A dispute arising from a breach or alleged breach of professional duty by **YOU***
- 6 *The recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists*

SECTION 2: EXTRA PROTECTION

I: LEGAL EXPENSES & IDENTITY THEFT – Insured Incidents (Continued)

These Incidents are subject to all other terms Conditions and Exclusions of the Policy

THE INSURANCE

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

5. Identity Theft

WE will pay

- (1) following a call to the **IDENTITY THEFT** helpline service **WE** will assign a personal caseworker who will provide phone advice and a personal action plan to help regain **YOUR** identity
- (2) if **YOU** become a victim of **IDENTITY THEFT WE** will pay the costs **YOU** incur for phone calls faxes or postage to communicate with the police credit agencies financial service providers other creditors or debt collection agencies
WE will also pay the cost of replacement documents to help restore **YOUR** identity and credit status
- (3) following your **IDENTITY THEFT WE** will pay
 - (a) legal costs to reinstate **YOUR** identity including costs for the signing of statutory declarations or similar documents
 - (b) Legal costs to defend **YOU** legal rights in a dispute with debt collectors or any party taking legal action against **YOU** arising from or relating to **IDENTITY THEFT**
 - (c) Loan-rejection fees and any re-application administration fee for a loan when **YOUR** original application has been rejected

WE will not pay

- (a) fraud committed by anyone entitled to make a claim under the policy
- (b) losses arising from **YOUR** business activities

SECTION 2: EXTRA PROTECTION

I: LEGAL EXPENSES & IDENTITY THEFT – Insured Incidents (Continued)

These Incidents are subject to all other terms Conditions and Exclusions of the Policy

THE INSURANCE

SECTION EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

5. Identity Theft (Continued)

Providing that

- (i) **YOU** must notify **YOUR** bank(s) or building societies as soon as possible
- (ii) **YOU** must tell **US** if you have previously suffered **IDENTITY THEFT**

And

- (iii) **YOU** must take all reasonable action to prevent continued unauthorized use of **YOUR** identity

SECTION 2: EXTRA PROTECTION

I: LEGAL EXPENSES & IDENTITY THEFT – Conditions

1. Your Representation

- (a) On receiving a claims if representation is necessary **WE** will appoint a **PREFERRED LAW FIRM** or an in-house lawyer as **YOUR APPOINTED REPRESENTATIVE** to deal with **YOUR** claim
They will try to settle **YOUR** claim by negotiation without having to go to court
- (b) If the appointed **PREFERRED LAW FIRM** or **OUR** in-house lawyer cannot negotiate settlement of **YOUR** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest then **YOU** may choose a law firm to act as the **APPOINTED REPRESENTATIVE**
WE will choose the **APPOINTED REPRESENTATIVE** to represent **YOU** in any proceedings where **WE** are liable to pay a compensation award
- (c) If **YOU** choose a law firm as **YOUR APPOINTED REPRESENTATIVE** who is not a **PREFERRED LAW FIRM** **WE** will give **YOUR** choice of law firm the opportunity to act on the same terms as a **PREFERRED LAW FIRM**
However if they refuse to act on this basis the most **WE** will pay is the amount **WE** would have paid if they had agreed to the **DAS STANDARD TERMS OF APPOINTMENT**
- (d) The **APPOINTED REPRESENTATIVE** must co-operate with **US** at all times and must keep **US** up to date with the progress of the claim

2. Your Responsibilities

YOU must

- (a) co-operate fully with **US** and the **APPOINTED REPRESENTATIVE**
- (b) give the **APPOINTED REPRESENTATIVE** any instructions that **WE** ask **YOU** to

3. Offers to Settle a Claim

- (a) **YOU** must tell **US** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **OUR** written consent
- (b) If **YOU** do not accept a reasonable offer to settle a claim **WE** may refuse to pay further **COSTS AND EXPENSES**
- (c) **WE** may decide to pay **YOU** the reasonable value of the claim that **YOU** are claiming or is being claimed against **YOU** instead of starting or continuing legal action
In these circumstances **YOU** must allow **US** to take over and pursue or settle a claim in their name
YOU must allow us to pursue at **OUR** own expense and for their benefit any claim for compensation against any other person and **YOU** must give **US** all the information and help **WE** need to do so
- (d) Where a settlement is made on a without-costs basis **WE** will decide what proportion of that settlement will be regarded as **COSTS AND EXPENSES** and payable to **US**

4. Assessing and Recovering Costs

- (a) **YOU** must instruct the **APPOINTED REPRESENTATIVE** to have **COSTS AND EXPENSES** taxed assessed or audited if **WE** ask for this
- (b) **YOU** must take every step to recover **COSTS AND EXPENSES** and court attendance and jury service expenses that **WE** have to pay and must pay **US** any amounts that are recovered

5. Cancelling an Appointed Representative's Appointment

If the **APPOINTED REPRESENTATIVE** refuses to continue acting for **YOU** with good reason or if **YOU** dismiss the **APPOINTED REPRESENTATIVE** without good reason the cover **WE** provide will end at once unless **WE** agree to appoint another **APPOINTED REPRESENTATIVE**

6. Withdrawing Cover

If **YOU** settle a claim or withdraw **YOUR** claim without **OUR** agreement or do not give suitable instructions to the **APPOINTED REPRESENTATIVE** **WE** can withdraw cover and will be entitled to reclaim and **COSTS AND EXPENSES** **WE** have paid

SECTION 2: EXTRA PROTECTION

I: LEGAL EXPENSES & IDENTITY THEFT – Conditions (Continued)

7. Expert Opinion

WE may require **YOU** to get at **YOUR** own expense an opinion from an expert that **WE** consider appropriate on the merits of claim or proceedings or on a legal principle. The expert must be approved in advance by **US** and the cost agreed in writing between **YOU** and **US**.

Subject to this **WE** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **YOU** will recover damages (or obtain any other legal remedy that **WE** have agreed to) or make a successful defence.

8. Arbitration

If there is a disagreement between **YOU** and **US** about the handling of a claim and it is not resolved through our internal complaints procedure **YOU** can contact the Financial Ombudsman Service for help.

Details are available from www.financial-ombudsman.org.uk

Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by **YOU** and **US**.

9. Keeping to the Policy Terms

YOU must

- (a) keep to the terms and conditions of this Policy
- (b) take reasonable steps to avoid and prevent claims
- (c) take reasonable steps to avoid incurring unnecessary costs
- (d) send everything **WE** ask for in writing
- (e) report to **US** in full and factual details of any claim as soon as possible and give **US** any information **WE** need

10. Fraudulent Claims

WE will at **OUR** discretion void the Policy from its start date or from the date of the claim or alleged claim or **WE** will not pay the claim if

- (a) a claim **YOU** have made to obtain benefit under this Policy is fraudulent or intentionally exaggerated
- (b) a false declaration or statement is made in support of a claim

11. Claims under this Policy by a Third Party

Apart from **US YOU** are the only person who may enforce all or any part of this Policy and the rights and interests arising from or connected with it.

This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the Policy in relation to any third-party rights or interests.

SECTION 2: EXTRA PROTECTION

I: LEGAL EXPENSES & IDENTITY THEFT – Exclusions

These apply to Section I: LEGAL EXPENSES & IDENTITY THEFT of the Policy and all Section Clauses Endorsements and Extensions unless otherwise stated

WE will not be pay for

1. Late Reported Claims

*Any claim reported to **US** more than 180 days after the date **YOU** should have known about the insured incident*

2. Costs We Have Not Agreed

COSTS AND EXPENSES incurred before **OUR** written acceptance of a claim

3. Court Awards and Fines

*Fines penalties compensation or damages which **YOU** are orders to pay by a court or other authority, other than compensation awards covered under Insured Incidents Employment Disputes Compentation Awards and Legal Defence*

4. Legal Action We Have Not Agreed

*Legal action **YOU** take which **WE** or the **APPOINTED REPRESENTATIVE** have not agreed to, or where **YOU** do anything that hinders **US** or the **APPOINTED REPRESENTATIVE***

5. Intellectual Property Rights

Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy, and confidential agreements

6. Deliberate Acts

*Any Insured Incident deliberately or intentionally cased by **YOU***

7. Franchise or Agency Agreements

*Any claim relating to rights under a franchise or agency agreement entered into by **YOU***

8. A Dispute With DAS

*A dispute with **US** not otherwise dealt with under section condition 8*

9. Judicial Reviews

COSTS AND EXPENSES arising from or relating to judicial review coroners inquest or fatal accident inquiry

SECTION 2: EXTRA PROTECTION

I: LEGAL EXPENSES & IDENTITY THEFT – Exclusions (Continued)

These apply to Section I: LEGAL EXPENSES & IDENTITY THEFT of the Policy and all Section Clauses Endorsements and Extensions unless otherwise stated

10. Bankruptcy

*Any claim where either at the start of or during the course of a claim **YOU***

- (a) are declared bankrupt*
- (b) have filed a bankruptcy petition*
- (c) have filed a winding-up petition*
- (d) have made an arrangement with **YOUR** creditors*
- (e) have entered into a deed of arrangement*
- (f) are in liquidation*
- (g) part or all of **YOU** affairs or property are in the care or control of a receiver or administrator*

11. Group Or Class Actions

Any claim where legal action resulting from one or more event arising at the same time ore from the same originating cause which could lead to the court making a Group Litigation Order

12. Defamation

*Any claim relating to written or verbal remarks that damage **YOUR** reputation*

13. Calendar Date Devices

Any claim directly or indirectly cause by or resulting from any device failing to recognise interpret or process any date as its true calendar date

14. Litigant In Person

*Any claim where **YOU** want conduct of **YOUR** own claim as defined by the Solicitors Regulation Authority (Code of Conduct: Rule 20)*

POLICY CONDITIONS

1. Compliance with conditions

These conditions apply to all sections of the Policy and to all extensions
YOU must comply with the terms and conditions of this policy any person or entity seeking the benefit of this Policy shall be deemed to have notice of its terms conditions (including exclusions) and shall have complied and shall continue to comply with them so far as they may reasonably be capable of applying to and being complied with by such person or entity

2. Reasonable Precautions

YOU will take all reasonable precautions to prevent **BODILY INJURY** loss or **DAMAGE** and take all reasonable measures to observe and fulfil the requirements of all statutory obligations and regulations

3. Your personal representatives

If **YOU** die **WE** will insure **YOUR** legal personal representatives for any liability **YOU** had previously incurred under the Policy provided they fulfil the terms of the Policy.

4. Change in circumstances

YOU must inform **US** of any change in circumstances which increases the risk of loss **BODILY INJURY** or **DAMAGE**

5. Cancellation

WE may cancel this Policy by giving **YOU** 7 days notice by letter at **YOUR** last known address

If **WE** cancel the Policy **WE** will refund premium paid for the unexpired **PERIOD OF COVER**

Notice given to **YOU** shall be deemed to be notice given to any person or entity who is or maybe seeking to claim any contractual right to any benefit under this Policy

6. Cooling off period

If **YOU** decided not to proceed with this policy please return it within 14 days of receipt Providing **YOU** or **YOUR** legal representative have not made a claim and as long as no incidents have arisen that could result in a claim under the policy **WE** will refund any premium **YOU** have paid

If a claim has been paid or an incident has occurred which may give rise to a claim **WE** will make a charge amounting to 20% of the annual premium

7. Voidance

The Policy will be voidable in the event of nondisclosure of any material information or fact or misrepresentation or misdescription

8. Fraud

If a claim is fraudulent in any respect all benefit under this Policy will be forfeited.

9. Arbitration

Where **WE** have accepted a claim but there is a disagreement over the amount payable the dispute will be referred to an arbitrator

The arbitrator will be appointed jointly by **YOU** and **US** in accordance with the law in force at that time

When this happens legal proceedings cannot be started against **US** until the arbitrator has reached a decision

10. Other Insurances

If at the time of any loss **DAMAGE** or liability arising under the Policy there is any other insurance covering the same loss **DAMAGE** or liability **WE** will pay only **OUR** rateable proportion

POLICY CONDITIONS (continued)

11. Notification of a Claim

When **YOU** become aware of a possible claim under this Policy **YOU** must notify **US** in writing as soon as reasonably possible

The Police must be advised immediately of any loss or **DAMAGE** arising from theft attempted theft vandalism riot malicious act labour or political disturbance or accidental loss of **PROPERTY**

YOU must at **YOUR** own expense provide **US** with all the details and evidence including written estimates and proof of ownership or value

Any letter of notification or any writ summons or other legal document served on **YOU** or **Your EMPLOYEE** or legal representative in connection with a possible claim must be sent to **US** immediately

You must not answer any correspondence or admit deny or negotiate any claim without **OUR** written consent

12. Payment of Claims

The maximum limit placed on any benefit or indemnity of any kind payable under this Policy shall not be increased by the number of persons or entities that may be entitled to claim contractual rights under this Policy and **OUR** maximum liability shall not thereby be increased above the amount that would have been payable if **YOU** were the only person or entity that was entitled to contractual rights under the Policy

Where more than one person or entity is entitled to seek any benefit or indemnity of any kind under this Policy **WE** shall not be under any duty to inquire into or investigate the priority of any such persons or entities and receipt of any such person or entity shall be deemed to be given on behalf of all such persons or entities that may be entitled to contractual rights under this Policy

13. Law applicable to the Policy

YOU and the **COMPANY** are free to choose the Law applicable to this contract but in the absence of agreement to the contrary the Law of England and Wales will apply

GENERAL POLICY EXCLUSIONS

These apply to all Sections of the Policy and all Clauses Endorsements and Extensions unless otherwise stated

The **COMPANY** will not be liable for

1. Nuclear Risks

- (a) loss damage or destruction to any material property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss*
- (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiation or contamination by radioactivity from any nuclear fuel or fuel from nuclear waste from the combustion of nuclear fuel*
 - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof**

This exclusion does not apply to section 1(A) Employers Liability

2. War Risks

any contingency or injury occasioned by or happening through or in consequence of war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power martial law 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

This exclusion does not apply to section 1(A) Employers Liability

3. Pressure Waves

loss damage or destruction occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed

4. Excluded Property and Contingencies

loss damage or destruction to property or liability or contingencies more specifically insured by any other policy or security

5. Fines or Penalties

the cost of fines penalties punitive exemplary aggravated liquidated and multiple damages

6. Fraud

- (a) loss damage or destruction by fraud forgery or deception*
- (b) theft or any attempt thereat in which **YOU** or any **EMPLOYEE** or any member of the **YOUR** family is concerned as principal or accessory*

7. Northern Ireland

loss damage or destruction to any property in Northern Ireland or loss resulting therefrom or any consequential loss caused by or happening through or in consequence of riot civil commotion strikers persons taking part in labour disturbances or malicious persons

GENERAL POLICY EXCLUSIONS (continued)

These apply to all Sections of the Policy and all Clauses Endorsements and Extensions unless otherwise stated

8. Pollution or Contamination

Loss or destruction of or damage to any property or death of or bodily injury to any person directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

9. Change in Water Table Level

loss damage or destruction attributable solely to change in the water table level

10. Terrorism

loss damage cost or expense of whatever nature arising directly or indirectly from an act of Terrorism regardless of any other cause or event contributing at the same time or in any other sequence to the loss

This exclusion does not apply to section 1(A) Employers Liability

11. Date Recognition/Discontinuity Exclusion

- (a) *direct or indirect loss damage derangement or malfunction of any **PROPERTY** where such loss damage derangement or malfunction occurs as a result of:*
- (i) *a failure of that **PROPERTY** to recognise correctly the date change to the year 2000 or any other date change; or*
 - (ii) *computer viruses*
- (b) *legal expenses or legal benefits or liability arising from above*



Health and safety for small/medium sized businesses

How my insurer helps me manage my health and safety risk

Good health and safety standards help you to run your business successfully. Meeting the requirements of relevant regulation is a central factor in achieving this. Insurers recognise the wider benefits to society of encouraging businesses in following sensible, proportionate measures aimed at helping them to carry out their activities.

We are providing this information to help you take sensible steps to manage health and safety effectively.

Insurers will continue to settle legitimate claims. Insurers will also co-operate with businesses such as yours if you need to deal with the consequences of vexatious claims made against you.

Your insurer will always be willing to offer you guidance on what constitutes good practice in managing health and safety. This guidance should be aimed at improving the resilience of your business in dealing with civil law claims made against you, and will be proportionate to the level of risk involved.

Employers' liability vs public liability – what's the difference?

Insurers provide cover for businesses' legal liabilities by issuing:

- Employers' liability policies – this covers employers for injury or disease to people they employ; and
- Public liability policies – this covers businesses for injury, disease or damage to people they do not employ, for example visitors.

The law - the Health and Safety at Work etc. Act 1974

- This is the main law on health and safety and says that every employer is to ensure, so far as is reasonably practicable, the health and safety of employees and also persons not in their employment who may be affected by work activities.
- Your insurer expects you to take reasonable steps to comply with this requirement and other related regulations, using the guidance and tools provided by the Health and Safety Executive (or other competent organisations) to help with this aim. You can find more information at www.hse.gov.uk/index.htm.
- Your insurer will not refuse to pay a claim purely because of a breach of health and safety regulations.
- Your insurer will not withdraw cover mid-term purely because of a breach of health and safety regulations.



Who is an employee?

There are various forms of employment. Often a working individual may not be engaged under a contract of employment. For this reason, insurers include, under an employers' liability policy, a definition of who is to be treated as an 'employee'. A typical definition would be:

- Any person employed under a contract of service or apprenticeship;
- people on work experience schemes, for example, students;
- any person hired or borrowed from another employer including drivers or operators of hired in plant;
- labour only subcontractors; and
- home workers.

All these people are covered while working for and under your control in your business.

Some common concerns

Documentation	<ul style="list-style-type: none">• Insurers do not generally need you to show any formal evidence that you are keeping to health and safety regulations nor do they ask to see health and safety documents as a condition of granting insurance cover.• <u>However</u>, although it is <u>not</u> a legal or insurance requirement to do so, good record keeping (for example, training records, written risk assessments etc.) may be useful if you need to defend a civil law claim.
Written risk assessments	<ul style="list-style-type: none">• If you employ fewer than five employees, there is no need for you to complete written risk assessments. <u>However</u>, although completing and recording risk assessments is <u>not</u> a legal or insurance requirement, it may help in defending any civil law claims made against you.
The role of health and safety consultants	<ul style="list-style-type: none">• You do not need to hire a health and safety consultant. The law says that you must have access to competent health and safety advice – often, this is available from your own staff.• If, however, the complexity or nature of your business indicates that you do need external support, your insurer will normally recommend that you use a health and safety consultant who is listed on the Occupational Safety and Health Consultants Register. You can get more information at www.oshcr.org.



Testing portable electrical appliances

- There is no specific legal requirement for every portable electrical appliance to be tested each year and your insurer will not insist upon this when offering you insurance.
- However, as you must maintain this equipment suitably to prevent danger, insurers recommend you follow the guidance published by the HSE, available at www.hse.gov.uk/electricity/index.htm.
- For specific guidance, read 'Maintaining portable electric equipment in low risk environments', available at www.hse.gov.uk/pubns/indg236.pdf.

More help

Insurers approve the principles set out in the Association of British Insurers' Key Principles document: Health and Safety for Businesses and the Voluntary Sector. This is available at <http://www.abi.org.uk>

You can also find more guidance on the HSE website available at www.hse.gov.uk

