

WELCOME TO ETI – INTERNATIONAL TRAVEL PROTECTION

This Policy is underwritten by **ETI – International Travel Protection**, the UK branch of Europäische Reiseversicherung A.G., a company incorporated and regulated under the laws of Germany, Companies House Registration FC 25660 and Branch Registration BR 007939.

Europäische Reiseversicherung AG and its UK-branch office ETI are licensed, authorised and regulated by the German Bundesanstalt für Finanzdienstleistungsaufsicht (BAFIN) (www.bafin.de) and approved by the Financial Services Authority (FSA) (www.fsa.gov.uk) to undertake business in the UK. In addition they are authorised to undertake insurance business in Ireland under the EU freedom of services provisions.

IMPORTANT NOTICE

Please read this Policy carefully to ensure that it is in accordance with your requirements and that you understand its terms, exclusions and conditions. The Company should be contacted immediately if any corrections are necessary.

Any enquiry or complaint you may have regarding your Policy should be addressed in the first instance to Tour Indemnity who arranged the Policy for you:

**The Underwriting Manager
Tour Indemnity,
Minerva House,
Holbeach Technology Park
Park Road, Holbeach
Lincolnshire PE12 7PT
England**

If you are not satisfied with the way in which a complaint has been dealt with please write to:

The Managing Director
ETI International Travel Protection

**Albany House
14 Bishopric, Horsham
West Sussex, RH12 1QN
England**

Should you remain dissatisfied you can approach the Association of British Insurers for assistance. The address and telephone number of the London Headquarters of the Association are as follows

**Consumer Information Department
Tel: 0207 600 3333
51 Gresham Street London, EC2V 7HQ
(Quoting reference – Consumer
Information Department)**

The Association can also be contacted at one of its regional offices for which the addresses and telephone numbers can be found in local telephone directories. If you write to or ring the London headquarters please direct your complaint to the Consumer Information Department.

The address for the service of notices in the United Kingdom is ETI – International Travel Protection, Albany House, 14 Bishopric, Horsham, RH12 1QN.

**Patricia Mack
Managing Director & Authorised Representative
ETI – International Travel Protection
Email: eti@travel-insurance.com
www.travel-insurance.com**

INTRODUCTION

In consideration of the Insured having agreed to pay the Premium the Company will indemnify the Insured in the manner and to the extent described within this Policy on the terms set out and subject to its Definitions Extensions Exclusions Conditions and any Endorsements

The proposal and declaration in respect of this insurance made to the Company by or on behalf of the Insured whether in writing or otherwise shall be the basis of this contract

This Policy comprising the Introduction Schedule Definitions Insuring Clause Extensions Exclusions Conditions and any Endorsements shall be read as one contract and any word or expression to which a specific meaning has been attached therein shall bear such specific meaning wherever it may appear

Signed for and on behalf of the Company



Patricia Mack
Managing Director & Authorised Representative
ETI – International Travel Protection

GOVERNING LAW AND JURISDICTION

This insurance shall be governed by and construed in accordance with the Laws of England and Wales.

POLICY DEFINITIONS APPLYING TO SECTIONS ONE AND TWO

1. **Adjustable Amounts**
'Adjustable Amounts' means passenger numbers and/or wage roll and/or turnover or any other items agreed between the Company and the Insured
2. **Agent**
'Agent' shall mean any person company or firm directly appointed by the Insured to act on their behalf and shall include suppliers of services and sub contractors

3. **Bodily Injury** means bodily injury and includes death disease and physical illness

4. **Booking Form**
'Booking Form' shall mean the Insured's documentation representing all those Customers booked on the same trip

5. **Business** is as stated in the Schedule and includes

- i. the ownership repair and maintenance of the Insured's premises
- ii. the provision and management of canteens social sports and welfare organisations which are for the benefit of Employees and their families
- iii. the provision in the course of the Business of first aid medical and dental services ambulance fire security services and safety organisations
- iv. private work undertaken with the prior consent of the Insured by an Employee for a Partner or director of the Insured provided that such work is not in pursuit of any trade or business

6. **Circumstance**
'Circumstance' shall mean any one or more of the following

- i. claim against the Insured
- ii. an intimation of an intention to claim against the Insured
- iii. any known direct or indirect criticism or dispute which has been expressed in writing relating to the performance of the Insured (whether justified or not) which might give rise to third party loss or damage
- iv. any known direct or indirect criticism or dispute which has been expressed in writing relating to the performance (whether justified or not) of a party for whom and for which the Insured is responsible which might give rise to third party loss or damage
- v. any awareness of the Insured of failing or doubt of the efficacy of their own

performance or the performance of a party for whom and for which they are responsible where such failing might give rise to third party loss or damage

- vi. any awareness of the Insured that materials goods services or actions specified designed or recommended by the Insured or by a party for whom and for which the Insured is responsible have failed to meet the standard required and which might result in third party loss or damage which regardless of the Insured's Contribution may be the subject of indemnity under this Policy

7. Company

'Company' shall mean ETI – International Travel Protection

8. Customer

'Customer' shall mean any person that has entered into a contractual agreement to purchase services from the Insured

9. Damage

'Damage' shall mean accidental physical destruction of or accidental damage to or loss of tangible property including attendant loss of use of such property

10. Documents

'Documents' shall mean all:

- i. documents (excluding bearer bonds coupons bank or currency notes or other negotiable instruments)
- ii. computer system records

11. Employee

'Employee' means any:

- i. person under a contract of service or apprenticeship with the Insured
- ii. person engaged under any training educational or work experience programme
- iii. labour master or labour only sub-contractor or any person employed or supplied by them
- iv. self employed person

- v. person hired to or borrowed by the Insured

while working for the Insured in the course of the Business

12. Injury

'Injury' shall mean

- i. Bodily Injury as defined in 3. above
- ii. false arrest wrongful detention or false imprisonment or malicious prosecution of any person
- iii. wrong entry or eviction or other invasion of the right of private occupancy
- iv. mental anguish

13. Insured

For Section 1 the word 'Insured' shall mean the person firm or company named in the Schedule and shall include

- i. any Partner or director of the Insured
- ii. any Employee
- iii. any officers committees or members of the Insured's catering sports social welfare health and safety and educational organisations fire first aid medical dental ambulance and security services in their respective capacities as such
- iv. any director or Partner of the Insured or Employees in respect of private work undertaken by any Employee for such director Partner or Employee with the prior consent of the Insured
- v. in the event of the death of the Insured the legal personal representatives in respect of liability incurred by the Insured

Provided that

- a. each party covered hereunder shall observe fulfil and be subject to the terms of the Policy insofar as they can apply

- b. the Company's aggregate liability to the Insured and any other party or parties shall not exceed any of the specified amounts detailed in the Schedules
- c. no party is entitled to indemnity under any other policy

For Section 2 the word 'Insured' shall mean the person firm or Company named in the Schedule and shall include

- i. where the Insured is a partnership any Partner or former Partner of the Insured
- ii. any director or former director
- iii. any employee or former Employee
- iv. any person who becomes a Partner or director of the Insured during the Period of Insurance
- v. any predecessors in business of the person firm or company named in the Schedule provided the Company has been notified in writing of the existence of such predecessors

and the estates and/or the legal representatives of any person referred to in this definition in the event of their death incapacity insolvency or bankruptcy

14. Insured's Contribution

'Insured's Contribution' shall mean the first amount of each claim for which the Insured is responsible in respect of any one claim made against the Insured as shown in the Schedule

all claims attributable to

- i. the same act or omission
- ii. a series of acts or omissions consequent upon or attributable to the same original cause or source

will be regarded as one claim

15. Nuisance means nuisance trespass or interference with any easement right of air light water or way

16. Partner means a partner in a legally constituted business partnership, acting in that capacity

17. Period of Insurance means the period specified in the Schedule or any subsequent period for which the Company agrees to renew the Policy and to accept payment of the Premium

18. Pollution or Contamination means

- a. all pollution or contamination of buildings or other structures or of water or land or the atmosphere
- b. all Bodily Injury Nuisance or loss of or damage to material property or indirectly caused by such pollution or contamination

19. Principal means any person company firm public local or statutory authority for whom the Insured is carrying our work under contract or agreement

20. Product means any commodity article thing or any part thereof (including containers labelling and packaging provided in connection therewith) manufactured constructed erected installed altered repaired serviced processed treated sold leased supplied or distributed by or on behalf of the Insured in the course of the Business and not in the custody or control of the Insured

21. Proposal

'Proposal' shall mean any signed proposal form and declaration and any information supplied to the Company by or on behalf of the Insured in addition thereto or in substitution thereof

22. Public Relations Consultancy Fees

Public Relations Consultancy Fees shall mean fees, costs and expenses incurred solely to provide any guidance to minimise any adverse publicity following a Bodily Injury

23. Territorial Limits

'Territorial Limits' shall mean anywhere in the world, or as defined in the Schedule.

24. Wrongful Act

'Wrongful Act' shall mean any actual or alleged negligent act, error or omission or unintentional breach of confidentiality.

POLICY CONDITIONS

GENERAL PROVISIO

The Company's total liability under Sections 1 and 2 of this Policy shall not exceed the Limit of Indemnity as stated in the Schedule or if the Limits of Indemnity are different under both Sections the higher of the two in respect of claims brought under both Sections arising from any single occurrence cause or source

GENERAL WARRANTIES

1. It is hereby warranted by the Insured that all local accommodation and transport services have own insurance in place
2. It is hereby warranted that the policyholder shall not agree any subrogation waivers with local service providers

SEVERABILITY

If any provision in this contract is found to be invalid or unenforceable then such provision shall be modified to reflect the parties' intention. All remaining provisions shall remain in full force and effect

GENERAL CONDITIONS

1. Cancellation

The Company may cancel this insurance by giving 30 days notice in writing sent to the Insured by post at the Insured's last known address

The renewal premium (and if applicable any adjustment of premium for the past year) will be calculated on the information

provided by the Insured. Renewal will not be invited unless a satisfactory Proposal is received by the Company prior to the Renewal Date

2. Continuing Duty

The Insured is under a continuing duty beginning with the Proposal and throughout the Period of Insurance to disclose as soon as reasonably practicable all material changes in information supplied to the Company as part of the Proposal

3. Due Observance

The due observance of the terms conditions exclusions and endorsements of this Policy by the Insured and all persons comprising the Insured insofar as they relate to anything to be done or complied with by the Insured and the trust of the statements and answers and information supplied on or in connection with the Proposal shall be a condition precedent to any liability of the Company to make any payment under this Policy

4. Misrepresentation and Fraud

This insurance shall be avoidable at the Company's option if the Insured has concealed or misrepresented any fact or circumstances material to the Company or in the case of any fraud or attempted fraud on his part concerning this insurance or its subject matter whether before or after loss

5. Non Contribution

If at the time of any occurrence or claim there is or would but for the existence of the Policy be any other insurance applicable to such occurrence or claim the Company shall not be liable under the Policy except to the extent of any excess beyond the amount payable under such other insurance had the Policy not been effected

6. Premium Adjustment

If the Premium for this Policy has been calculated on the basis of Adjustable Amounts

- b) Damage or distress which results from a deliberate act or omission of the Insured and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission

The limit of indemnity under this Extension in respect of any one claim or number of claims arising from any one single original cause or related series of causes shall not exceed £50,000 and in any one period of insurance shall not exceed £250,000.

SECTION ONE – PUBLIC LIABILITY

INSURING CLAUSE

The Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay for damages arising out of accidental

- a) Bodily Injury to any person
- b) Nuisance
- c) Loss of or damage to material property

occurring within the Territorial Limits during the Period of Insurance and arising out of and in the course of the Business

Limit of Indemnity

The total amount payable for all damages in respect of any one occurrence or all occurrences of a series consequent on one original cause shall not exceed the Limit of Indemnity stated in the Schedule

In respect of

- a) Products supplied
- b) Pollution or contamination

The Limit of Indemnity will apply to the total of all Circumstances occurring in any one Period of Insurance

The Limit of Indemnity will not be reduced by the amount of the Insured's Contribution that may be applicable to this Policy

Law Costs

The Company will in addition indemnify the Insured in respect of

- a) all claimants costs and expenses legally recoverable from the Insured
- b) all costs and expenses incurred by the Insured with the written consent of the Company

Other Costs

Other costs and expenses reasonably incurred by the Insured with the written consent of the Company in relation to a Bodily Injury, including but not limited to Public Relations Consultancy Fees but the maximum amount payable in respect of Public Relations Consultancy Fees will not exceed £5000 in any one Period of Insurance

Provided all such costs and expenses arise or are incurred in connection with a claim for which indemnity is provided by this Policy

EXTENSIONS

1. Indemnity to Principals

The Company will indemnify any Principal in respect of legal liability as defined in the Insuring Clause

Provided that

- a) the Insured would have been entitled to indemnity under this Policy had the claim been made against the Insured
- b) the Principal is not entitled to indemnity under any other policy
- c) the Principal shall as though he were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Policy

- d) nothing in this Extension will operate to increase the liability of the Company to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified

2. Indemnity to Other Persons

If the Insured so requests the Company will indemnify the following persons in respect of legal liability as defined in the Insuring Clause

- a) an Employee or Partner or director of the Insured provided that the Insured would have been entitled to indemnity under this Policy had the claim been made against the Insured
- b) any officer or member of the Insured's canteen social sports or welfare organisation or first aid medical and dental services ambulance fire security services or safety organisation in his/her respective capacity as such in connection with the Business

Provided that

- i. such persons are not entitled to indemnity under any other policy
- ii. such persons shall as though they were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Policy
- iii. nothing in this Extension will operate to increase the liability of the Company to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified

3. Cross Liabilities

If more than one party is named as the Insured the Company will treat each party as if a separate Policy had been issued to each

Provided that nothing in this Extension will operate to increase the liability of the Company to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified

4. Emergency Assistance

The Company will indemnify the Insured in respect of costs and expenses incurred by the Insured in providing emergency assistance to any Customer or in the event of the death of the Customer the Customer's legal personal representatives where such Customer

- a. suffers injury arising out of any activity which does not form part of a Package Travel arrangement or an excursion or other service sold or supplied by the Insured in connection therewith
- b. and such injury has resulted other than through fault on the part of the Insured his **agents** or authorised representatives

Provided that

- i. the indemnity shall not apply in respect of any solicitors or other legal costs or expenses incurred without the Company's prior consent
- ii. the indemnity shall not apply to the first £250 in respect of any one Customer or the first £1,000 in respect of all Customers on any one Booking Form whichever is less
- iii. the Company shall be entitled to take over and prosecute on its own behalf any claim for the recovery of any sums which have been paid under the terms of the extension against any one person including the Customer or in the event of the death of the Customer his legal personal representatives and the Insured shall provide all information and assistance required

The liability of the Company under this extension for all sums payable by the Insured in respect of costs and expenses incurred in respect of all Customers on any one Booking Form shall not exceed the sum of £5,000.

5. French Civil Code

Insurers will indemnify the insured in respect of liability incurred under the following sections of the French Civil Code:

- Recours de voisin (Articles 1382, 1383 and 1385)

- Risque locatif (Articles 1733, 1734 and 1735)

6. Consumer Protection Act or Health and Safety at Work Act Prosecution Defence Costs

The Company will indemnify the Insured in respect of legal costs and expenses incurred with the Company's written consent in the defence of any criminal proceedings brought for a breach of the Consumer Protection Act 1987 the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the Period of Insurance in the course of the Business including such costs and expenses incurred in an appeal against conviction or prosecution costs awarded against the Insured arising from or in connection with the said proceedings

Provided that the Company will not grant indemnity in respect of

- proceedings relating other than to Products
- proceedings consequent upon any deliberate act or omission

7. Defective Premises Act

The Company will indemnify the Insured against legal liability incurred by virtue of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any premises previously owned by the Insured for purposes pertaining to the Business which have since been disposed of by the Insured

Provided that the Company will not provide indemnity in respect of the costs incurred in removing rebuilding repairing rectifying or replacing any such premises

8. Contingent Motor Liability (non owned vehicles)

The Company will indemnify the Insured in respect of legal liability for **Bodily Injury** or **Damage to property** arising out of the use of any motor vehicle not the property of nor

provided by the Insured being used in connection with the Business

Provided that the Company shall not be liable for

- damage to any such vehicle
- bodily Injury or Damage to Property resulting whilst such vehicle is being
 - driven by the Insured or
 - driven with the general consent of the Insured or of his representative or by any person who to the knowledge of the Insured or of such representative does not hold a licence to drive such a vehicle unless such person has held and is not disqualified from holding or obtaining such a licence or
 -
 - used in circumstances in which it is compulsory for the Insured to insure or provide security as a requirement of any road traffic legislation or
 - used outside Great Britain Northern and Southern Ireland the Isle of Man or the Channel Islands

EXCLUSIONS

The Company will not indemnify the Insured in respect of any liability:

- of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- caused by or arising from any of the following regardless of any other occurrence contributing concurrently or in any other sequence

- a) war invasion acts-of-foreign-enemies hostilities or warlike-operations (whether war be declared or not) civil-war rebellion revolution insurrection civil commotion or uprising blockade military or usurped power
- b) any Act of Terrorism

For the purpose of this Exclusion Act of Terrorism means any act including but not limited to the use of force or violence and/or the 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 to put the public or any section of the public in fear

This Policy additionally excludes any liability directly or indirectly caused by or arising from or in connection with any action taken in controlling preventing or suppressing or in any way relating to (a) and/or (b) above

If the Company allege that by reason of this Exclusion any liability is not indemnifiable under this Policy then the burden of proving the contrary shall be upon the Insured

- 3. losses arising, directly or indirectly, out of:
 - i. loss of, alteration of, or damage to or
 - ii. a reduction in the functionality, availability or operation of

a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment

- 4. molestation, physical or sexual abuse
- 5. arising from any judgement award or settlement made within countries states or territories which operate under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part

- 6. assumed by the Insured under any contract or agreement unless such liability would have attached to the Insured in the absence of such contract or agreement
- 7. for **Bodily Injury** to an Employee
- 8. for the Insured's Contribution specified in the Schedule
- 9. for fines penalties punitive or exemplary damages
- 10. for Pollution or Contamination occurring within the United States of America or Canada
- 11. for Pollution or Contamination occurring outside the United States of America or Canada unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific place and time during the Period of Insurance

Provided that

- a) all Pollution or Contamination which arises out of such incident shall be deemed to have occurred at the time such incident takes place
- b) the liability of the Company for all damages payable in respect of such Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate the amount stated in the Schedule as the Limit of Indemnity
- 12. for loss of or damage to material property
 - a) belonging to the Insured
 - b) in the custody or control of the Insured or of an Employee or Partner or director of the Insured other than
 - i. the personal effects (including vehicles and their contents) of any visitor Employee or Partner or director of the Insured
 - ii. buildings (together with the contents thereof) temporarily occupied by or on behalf of the Insured for the

purpose of carrying out work in the course of the Business

- iii. buildings (including their fixtures and fittings) leased or rented by the Insured but excluding liability assumed under the terms of any tenancy agreement which would not have attached in the absence of such agreement
13. caused by or arising from the ownership possession or use by or on behalf of the Insured of any
- a) mechanically propelled vehicle other than
 - i. the use of plant as a tool of trade at the Insured's premises or any site at which the Insured is working in the course of the Business
 - ii. the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle

except where indemnity is provided by any other insurance or where compulsory insurance or security for such vehicle is required under Road Traffic Act Legislation

- b) aircraft or hovercraft
- c) watercraft other than hand propelled watercraft not exceeding eight metres in length

but this exclusion shall not apply in respect of liability attaching to the Insured by virtue of the action or omission of any supplier of services in connection with a contract with a consumer to which The Package Travel, Package Holidays & Package Tours Regulations 1992 applies provided that the vehicle or craft is not under the ownership or control of the Insured.

14. caused by or arising from any design plan or specification or any treatment or advice (remedial professional or otherwise) given administered or omitted by the Insured or an Employee or Partner or director of the Insured for which a fee is or would normally be charged

15. for loss of or damage to that part of any property on which the Insured or an Employee or Partner or director or **agent** of the Insured is or has been working where the loss or damage arises out of such work

16. costs and expenses for

- a) the repair inspection alteration correction or replacement of defective materials service or workmanship
- b) the withdrawal or recall of Products supplied by the Insured

17. directly or indirectly caused by or arising from or in consequence of or in any way involving asbestos

But this Exclusion shall not apply to **Bodily Injury** or loss of or damage to material property caused by any commodity article or thing containing asbestos where the presence of asbestos is not in itself a direct or indirect cause of such **Bodily Injury** or loss of or damage to material property

18. Any claim for financial loss

19. any liability arising as an owner, lessee or renter of accommodation or other property outside the United Kingdom except when such liability arises from the Package Travel and Holiday Regulation 1992 but this exclusion will not apply where such premises are :

- i. temporarily occupied by the **Insured** for the purpose of providing temporary accommodation for **Customers** and/or
- ii. temporarily occupied by the **Insured** for the purpose of providing temporary accommodation for **Employees** of the **Insured**

and provided that the **Insured** has taken all reasonable steps to ensure that the principal owner or lessee of the property has effected a policy of insurance in respect of Property Owners and/or Occupiers Liability

SECTION TWO - PROFESSIONAL INDEMNITY

COVER CLAUSES

The Company will indemnify the Insured against

1. Legal Liability

For damages (including claimants' costs and expenses) above the amount of the Insured's Contribution but subject to the Limit of Indemnity in respect of claims made against the Insured and notified to the Company during the Period of Insurance arising out of the conduct of the Business within the Territorial Limits by reason of

a) Breach of Professional Duty

Arising out of any wrongful act committed by

- i. The Insured
- ii. Any **Agent**
- iii. Any person firm or company acting jointly with the Insured

and including but not limited to non-performance or improper performance of services

b) Libel and Slander or Defamation

written or spoken by

- i. The Insured
- ii. Any **Agent**
- iii. Any person firm or company acting jointly with the Insured

2. Accidental Loss of or Damage to Documents

Belonging to or for which the Insured is legally responsible discovered and advised to the Company during the Period of Insurance

This indemnity is in respect of

- i. All sums which the Insured shall become legally liable to pay in consequence of such Damage and
- ii. All costs and expenses reasonably incurred by the Insured in replacing or restoring such Documents up to a maximum of £25,000 during the Period of Insurance

Provided that such Damage is sustained while the Documents are either in transit or in the custody of the Insured or of any person to whom the Insured has entrusted them and that where documents are believed lost the Insured has failed to find them after diligent search

The Insured's Contribution shall not apply to 2(ii) above

ADDITIONAL CLAUSES

Insured's Costs and Expenses

The Company will additionally pay all costs and expenses which are incurred by the Company or by the Insured with the Company's written consent in connection with the defence or settlement of any claim under this section of the Policy

Provided that if a payment exceeding the amount of indemnity available under this section of the Policy has to be made by the Insured to dispose of a claim against them the liability of the Company for costs and expenses shall be only that proportion which the amount of indemnity bears to the total amount payable to dispose of the claim

The Insured's Contribution shall not apply to Insured's Costs and Expenses

Limit of Indemnity applying to Cover Clauses 1-2(i)

The liability of the Company in respect of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity specified in the Schedule or any lesser applicable limit where such lesser limit appears elsewhere in this Section of the Policy

Where the Company is liable to indemnify more than one person firm company or body the total amount of indemnity payable under this insurance shall not exceed the Limit of Indemnity

The Insured's Contribution specified in the Schedule in respect of damages and claimants' costs and expenses will be payable before the Company shall be liable to make a payment

SPECIAL BENEFITS

1. In the event of the Company being entitled to avoid this Section of the Policy from inception or from the time of any variation in cover the Company may at their discretion maintain this Section of the Policy in full force but exclude the consequences of any matter which ought to have been disclosed at inception or at the time of any variation of cover
2. In the event of non-disclosure or misrepresentation at any renewal the Company will waive its rights to avoid this Section of the Policy provided that
 - i. The Insured is able to establish to the satisfaction of the Company that such non-disclosure or misrepresentation was innocent and free from any fraudulent intent to deceive
 - ii. The Premium and terms shall be adjusted at the discretion of the Company to those which would have applied had such circumstances been disclosed
 - iii. Where the Insured should have notified during a preceding Period of Insurance either a claim made against the Insured or Circumstances and the indemnity or cover to which the Insured would have been entitled was in any way more restricted than that provided at the date of notification the Company shall be liable only to the extent applicable during such preceding Period of Insurance
3. The Company shall not avoid any claim under this Section of the Policy on the grounds of the breach of General Conditions 3 or 6 and Claim Condition 4 i. to viii. of the Policy subject to proviso (iii) in Special Benefit 2 but where the Insured's breach of condition has prejudiced the handling or settlement of any claim the amount payable in respect of such claim (including costs and expenses) shall be reduced to such sum as in the Company's opinion would have been payable in the absence of the prejudice.

EXCLUSIONS

The Company shall not be liable under this Section of the Policy in respect of

1. The Insured's Contribution as stated in the Schedule except that this exclusion shall not apply to Costs and Expenses incurred with the Company's written consent
2. Any claim arising out of the insolvency of the Insured or of any other Tour Operator Travel **Agent** or supplier of services
3. **Bodily Injury** sustained by any Employee arising out of and in the course of his employment by the Insured
4. Damage to property unless arising out of advice design specification or omission to perform a professional duty (not applicable to Cover Clause 2)
5. Liability arising out of **Bodily Injury** to any other person
6. Any claim arising from any breach of any obligation owed by the Insured as employer to any Employee
7. Any claim arising out of any Circumstance
 - i. Notified by the Insured under any insurance which was in force prior to the inception of this Policy

Or

- ii. Known or which in the reasonable opinion of the Company ought to have been known to the Insured at the inception of this Policy

Unless such circumstances has been declared to and accepted by the Company in writing

8. Any claim arising out of any act or omission committed or alleged to have been committed prior to the Retroactive Date stated in the Schedule

9. Any claim arising out of Pollution or Contamination occurring within the United States of America or Canada

10. Any claim arising out of Pollution or Contamination occurring outside the United States of America or Canada other than caused by a specific time and place after the Retroactive Date

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

The liability of the Company for all compensation payable in respect of all Pollution or Contamination claims made during any one Period of Insurance shall not exceed the Limit of Indemnity in the aggregate

11. Any claim arising from or brought by a firm company or organisation in which any Partner or director of the Insured has a controlling interest unless such claim or claims are brought against the Insured by an independent third party source

12. Any fees claimed back by a Client of the Insured or which have had to be refunded to a Client of the Insured due or allegedly due to non-performance of the Insured's contractual or other obligation to that Client

13. Any claim directly or indirectly caused by or contributed to by any dishonest fraudulent or criminal act or omission on the part of the Insured or an **Agent** of the Insured

14. Liability arising solely and directly out of the ownership possession or use by or on behalf of the Insured of any aircraft watercraft hovercraft motor vehicle or trailer or any buildings premises or land or that part of any building leased rented or occupied except any liability from the provision of services which are defective or not of reasonable quality

15. Any contractual liability arising from

i. The giving by the Insured (whether orally or in writing) or any express warranty guarantee or other contractual promise which increases the Insured's liability

ii. Penalty clauses

iii. Liquidated damage

Where such are given or accepted as part of the Insured's terms of engagement unless the Insured would have been liable in the absence of the above or the Company has approved the terms of engagement in writing

16. Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

i. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

ii. The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly

iii. War invasion acts-of-foreign-enemies hostilities or warlike-operations (whether war be declared or not) civil-war rebellion revolution insurrection civil commotion or uprising blockade military or usurped power

17. Fines penalties punitive aggravated or exemplary damages or damages of like nature

18. Any claim

i. Made against the Insured in any court or arbitration within the United States of America or Canada or to which the law of the United States of America or Canada applies

ii. Enforcing anywhere in the world any judgement order or award obtained under

the law of the United States of America or Canada and/or in any court or arbitration in the United States of America or Canada

19. The Company shall not be liable in respect of

i. Any claim directly or indirectly caused by or contributed to by or arising from or costs and expenses arising in relation to or

ii. In respect of any Damage to Documents directly or indirectly caused by

The failure of any computer or other equipment or system for processing storing or retrieving data whether the property of the Insured or not

a. Correctly to recognise any date as its true calendar date

b. To capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of trading any date otherwise than as its true calendar date

c. To capture save or retain and/or correctly to process any data as a result 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 and/or correctly to process such data on or after any date

20. Loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with an act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

For the purpose of this exclusion an act of terrorism means an act including but not limited to the use of force or violence and/or the treat 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 to put the public or any section of the public in fear.

This exclusion also excludes loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of terrorism.

21. Losses arising directly or indirectly out of:-

i. Loss of alteration of or damage to or

ii. A reduction in the functionality availability or operation of

A computer system hardware programme software data information repository microchip integrated circuit or similar device in computer equipment or non-computer equipment

22. Molestation physical or sexual abuse

CLAIMS CONDITIONS

Applicable to Section One Public Liability

1. In the event of any occurrence which may give rise to a claim for indemnity under this Policy the Insured shall give immediate notice to the Company with full particulars. Every letter claim writ summons process or other document shall be notified or forwarded to the Company immediately on receipt. The Insured shall inform the Company immediately of any impending prosecution inquest or fatal injury or civil proceedings and send to the Company every relevant document which must remain unanswered by the Insured
2. No admission repudiation offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company. The Company shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise. The Company shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require. The Company shall not be liable for any loss alleged to have been sustained by the Insured in consequence of any action or omission of the Company in the course of any claim or proceedings.
3. The Company may at any time at its sole discretion pay to the Insured the amount of the Limit of Indemnity (less any sum or sums already paid) or any lesser sum for which the claim or claims can be settled and be under no further liability in respect of such claim or claims except for other costs and expenses for which the Company may be responsible incurred prior to such payment

Applicable to Section Two Professional Indemnity

Duties owed by the Insured

- i. If a Circumstance should exist or arise the Insured shall as soon as possible give notice thereof to the Company in writing. Any such claim or loss arising from such Circumstances shall be deemed to have been made in the Period of Insurance in which such notice has been given
- ii. Every letter writ summons process or other document relating to the Circumstance of a claim shall be immediately forwarded to the Company upon receipt
- iii. The Insured shall give all such assistance as the Company may require but neither the Insured nor the Company shall be required to contest any legal proceeding unless Queen's Counsel (or my mutual agreement between the Insured and the Company a similar authority) shall advise that such proceedings could be contested with the probability of success
- iv. The Insured shall if required by the Company attend all proceedings and assist the Company in the giving of evidence and the attendance of witnesses
- v. The Insured shall bear their own costs and expenses incurred in complying with this Condition unless specific cover is provided within the Policy
- vi. No admission offer promise payment or indemnity or anything which could be constructed as such shall be made or given by or on behalf of the Insured without the written consent of the Company
- vii. The Insured shall not incur any costs or expenses in connection with any claim without the written consent of the Company
- viii. The Insured shall take all reasonable steps to prevent further loss

- ix. If the Insured notifies any claim knowing it to be fraudulent as regards amount or otherwise this Policy shall become void and all claims hereunder shall be forfeited

Company's Rights

- i. The Company may at its discretion take over and control the legal representation of the Insured at any inquest Inquiry or other proceedings in any Court or arbitration concerning any matter that has given or may give rise to a claim hereunder and/or the defence and settlement of any claim. The Company shall conduct such representation and defence and settlement of claims as it sees fit so to do.

- ii. The Company may at any time pay to the Insured the amount of the Limit of Indemnity (less any sum already paid during the Period of Insurance less also the Insured's Contribution) or any lesser amount for which in the Company's opinion any claim or claims can be settled and shall then cease to have the conduct and control of the claim or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment for which the Company is liable hereunder. The Company shall not be responsible for any loss which the Insured may claim to have sustained by reason of the Company having so acted

**SECTION THREE COMMERCIAL LEGAL PROTECTION
UNDERWRITTEN BY DAS LEGAL EXPENSES INSURANCE COMPANY LIMITED
POLICY NUMBER: TS5/4951786
WELCOME TO COMMERCIAL LEGAL PROTECTION**

Thank you for insuring with DAS. As a DAS Commercial Legal Protection policyholder, your business is now protected by Europe's leading legal expenses insurer.

To make sure that you get the most from your DAS cover, please take time to read the policy which explains the contract between us. *Please take extra care in following the procedures under **Employment Compensation Awards cover (insured incident 1(b))**.*

It will help if you keep the following points in mind:

How we can help

Once you have sent us the details of your claim and we have accepted it, we will start to resolve your legal problem.

To make a claim under this section please telephone on us on 0117 9342111 and we will take details of your dispute. We will not be able to confirm cover for your claim, but we will provide you with a reference number and advise you what to do next.

If you would prefer to report your claim in writing please send it to the Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Alternatively you can email your claim to us at newclaims@das.co.uk

Claims are usually handled by a representative appointed by us, but sometimes we deal with them ourselves. Claims outside the United Kingdom may be dealt with by other DAS offices elsewhere in Europe.

If you need help from us

You can phone us any time on 0117 934 2111 for advice on any commercial legal or tax problem affecting your business. If you require a claim form you can phone us on 0117 934 2000 - this can be emailed to you.

When we cannot help

Please do not ask for help from a solicitor or accountant before we have agreed. If you do, we will not pay the costs involved.

Problems

We will always try to give you a quality service. If you think we have let you down, we have internal complaint handling procedures. A copy of these is available on request. Please address all complaints to our Managing Director at Head Office who will direct the complaint to the head of the relevant department.

DAS is covered by the Financial Service Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstance of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim costs. You can get more information about the compensation scheme arrangements from the FSCS.

If you use this service, it does not affect your right to take legal action.

This section, the policy schedule and any endorsement shall be considered as one document.

Any information supplied by **the policyholder** shall be incorporated in the contract.

This section will cover the **insured person** in respect of any **insured incident** arising in connection with the business shown in the policy schedule if the premium has been paid.

We agree to provide the insurance in this section as long as:

- (a) the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limit**; and
- (b) any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limit**; and
- (c) in civil claims it is always more likely than not that an **insured person** will recover

damages (or obtain any other legal remedy which we have agreed to) or make a successful defence.

For all **insured incidents**, we will help in appealing or defending an appeal as long as the **insured person** tells us within the time limits allowed that they want us to appeal. Before we pay any **costs and expenses** for appeals, we must agree that it is always more likely than not that the appeal will be successful.

If an **appointed representative** is used, we will pay the **costs and expenses** incurred for this.

We will pay Compensation Awards that we have agreed to.

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.

THE MEANING OF WORDS IN SECTION THREE ONLY

1 We, us, our

DAS Legal Expenses Insurance Company Limited.

2 The policyholder

As shown in the policy schedule as **the Insured**

3 Insured person

The policyholder and the directors, partners, managers and employees of **the policyholder**.

4 Appointed representative

The lawyer, accountant or other suitably qualified person, who has been appointed to act for an **insured person** in accordance with the terms of this policy.

5 Period of insurance

The period for which we have agreed to cover the **insured person** and for which the premium has been paid.

6 Full enquiry

An extensive examination by HM Revenue & Customs which considers all aspects of **the policyholder's** tax affairs, excluding those enquiries which are limited to one or more specific aspects of **the policyholder's** self assessment and/or corporation tax return.

7 (a) Aspect enquiry

An examination by HM Revenue & Customs which considers one or more specific aspects of **the policyholder's** self assessment and/or corporation tax return.

(b) Tax Intervention enquiry

An examination by HM Revenue & Customs to measure the level of compliance in **the policyholder's** financial accounting to highlight areas where errors have or may occur.

8 Date of occurrence

(1) For civil cases (other than under **insured incident - 7 Tax Protection**), the **date of occurrence** is when the cause of action first accrued.

(2) For criminal cases, the **date of occurrence** is when the **insured person** commenced or is alleged to have commenced to violate the criminal law in question.

(3) For **full enquiries, aspect enquiries** and **tax intervention enquiries** the **date of occurrence** is when HM Revenue & Customs first notifies in writing the intention to make enquiries.

For Employers' Compliance and Value Added Tax disputes, the **date of occurrence** is when the relevant authority sends an assessment or written decision to **the policyholder**.

9 Costs and expenses

- Legal costs

All reasonable and necessary costs chargeable by the **appointed representative** on a standard basis.

Also the costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them, or pays them with **our** agreement.

- Accountant's costs

A reasonable amount in respect of all costs reasonably incurred by the **appointed representative**.

- Attendance expenses

The **insured person's** salary or wages for the time that the **insured person** is off work to attend any arbitration, court or tribunal hearing at the request of the **appointed representative** or while attending jury service. We will pay for each half or whole day that the court,

tribunal or the **insured person's** employer will not pay for.

The amount we will pay is based on the following:

- * the time the **insured person** is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours;
- * if the **insured person** works full time, the salary or wages for each whole day equals 1/250th of the **insured person's** yearly salary or wages;
- * if the **insured person** works part-time, the salary or wages will be a proportion of the **insured person's** weekly salary or wages.

10 Territorial limit

- For **insured incidents 2 Legal Defence (excluding 2(4)), and 6(b) Bodily Injury**

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus).

- For all other **insured incidents**

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

INSURED INCIDENTS WE WILL COVER

1 EMPLOYMENT DISPUTES AND COMPENSATION AWARDS

(a) Employment Disputes

We will defend **the policyholder's** legal rights:

- (1) prior to the issue of legal proceedings in a court or tribunal following the dismissal of an employee; or
- (2) in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or
- (3) in legal proceedings in respect of any dispute with
 - (a) an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of, or

relates to, a contract of employment with **the policyholder**; or

- (b) an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.

What is not covered

- (1) Any claim in respect of damages for personal injury or loss of or damage to property.
- (2) Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.

(b) Compensation Awards

We will pay:

- (1) any basic and compensatory award; and/or
- (2) an order for compensation following a breach of **the policyholder's** statutory duties under employment legislation

in respect of a claim we have accepted under **insured incident 1(a)**.

Provided that

- (1) *In cases relating to performance and/or conduct, **the policyholder** has throughout the employment dispute either:*
 - (a) *followed the ACAS Code of Disciplinary Practice and Procedures in Employment as prepared by the Advisory Conciliation and Arbitration Service; or*
 - (b) *followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or*
 - (c) *sought and followed advice from **our** legal advice service.*
- (2) *For an order of compensation following **the policyholder's** breach of statutory duty under employment legislation **the policyholder** has at all times sought and followed advice from **our** legal advice service since the date when **the policyholder** should have known about the employment dispute.*
- (3) *For any compensation award for redundancy or alleged redundancy or unfair selection*

for redundancy, **the policyholder** has sought and followed advice from **our** Claims Department prior to serving notice of redundancy.

- (4) 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**.
- (5) The total of the compensation awards payable by **us** shall not exceed £1,000,000 in any one **period of insurance**.

What is not covered

- (1) Any compensation award relating to the following:
- trade union activities, trade union membership or non-membership;
 - pregnancy or maternity rights;
 - health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
 - statutory rights in relation to trustees of occupational pension schemes;
 - statutory rights in relation to Sunday shop and betting work.
- (2) Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
- (3) Any award ordered as a result of a breach of statutory rights in relation to the provision of relevant records to employees under the National Minimum Wage Act 1998.
- (4) Any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.

(c) Service Occupancy

We will negotiate for **the policyholder's** legal rights against an employee or ex-employee to recover possession of premises owned by, or for which **the policyholder** is responsible.

What is not covered

Any claim relating to defending **the policyholder's** legal rights other than defending a counter-claim.

2 LEGAL DEFENCE

At **the policyholder's** request

- (1) **We** will defend the **insured person's** legal rights:
- (a) prior to the issue of legal proceedings when dealing with the
- Police
 - Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer
- where it is alleged that the **insured person** has or may have committed a criminal offence; or
- (b) following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction; or
- (c) if civil action is taken against the **insured person** for compensation under section 13 of the Data Protection Act 1998. **We** will also pay any compensation award made against the **insured person** under section 13 of the Data Protection Act 1998.
- (2) **We** will defend **the policyholder's** legal rights following civil action taken against **the policyholder** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.
- (3) **We** will defend the **insured person's** (other than **the policyholder**) legal rights if:
- (a) an event arising from their work as an employee leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion; or
- (b) civil action is taken against them as a trustee fund set up for the benefit of **the policyholder's** employees.
- (4) **We** will represent the **insured person** in appealing against the imposition or terms of

any Statutory Notice issued under legislation affecting **the policyholder's** business.

- (5) We will represent **the policyholder** in appealing against the refusal of the Information Commissioner to register **the policyholder's** application for registration.
- (6) We will pay the **attendance expenses** of an **insured person** for jury service.

Provided that

- (1) *In so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the **territorial limit** shall be any place where the Act applies.*
- (2) *At the time of the **insured incident**, the **policyholder** has registered with the Information Commissioner in respect of **insured incident (1)(c)**.*

What is not covered

Any claim which leads to the **insured person** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

3 DISCIPLINARY HEARINGS

We will represent the **insured person** at a Disciplinary Hearing in respect of a disciplinary case brought against the **insured person** by the relevant authority.

4 CONTRACT DISPUTES

We will negotiate for **the policyholder's** legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by or on behalf of **the policyholder** for the purchase, hire, sale or provision of goods or of services.

Provided that

- (1) *The amount in dispute exceeds £250 and is less than £5,000*
- (2) *If the amount in dispute is payable in instalments the instalments due and payable at the time of making the claim exceed £250.*
- (3) *If the dispute relates to money owed to **the policyholder**, a claim under this section is made within 90 days of the money becoming due and payable.*

What is not covered

- (1) Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the **date of occurrence** was within the first 90 days of the indemnity provided by this section.
- (2) Any claim relating to the following:
- the settlement payable under an insurance policy;
 - a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement;
 - a loan, mortgage, pension or any other financial product and choses in action;
 - a motor vehicle owned by, or hired or leased to, **the policyholder**
- (3) A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with **the policyholder**.
- (4) A dispute which arises out of the:
- sale or provision of computer hardware, software, systems or services; or
 - the purchase or hire of computer hardware, software, systems or services; tailored by a supplier to **the policyholder's** own specification.
- (5) A dispute arising from a breach or alleged breach of professional duty by an **insured person**.
- (6) The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

5 DEBT RECOVERY

We will negotiate for **the policyholder's** legal rights including enforcement of judgment to recover money and interest due from the sale or provision of goods or services.

Provided that

- (1) *The debt exceeds £250.*
- (2) ***The policyholder** has exhausted all credit control and accounting procedures as declared to us.*

(3) *A claim for debt recovery under this section is made within 90 days of the money becoming due and payable.*

(4) *We have the right to select the method of enforcement, or to forego enforcing judgment if we are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.*

What is not covered

(1) Any debt arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the debt is due within the first 90 days of the indemnity provided by this section.

(2) Any claim relating to the following:

- the settlement payable under an insurance policy;
- a lease, licence or tenancy of land or buildings;
- a loan, mortgage, pension or any other financial product and choses in action;
- a motor vehicle owned by, or hired or leased to, **the policyholder** other than agreements relating to the sale of motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.

(3) A dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services.

(4) The recovery of money and interest due from another party where the other party intimates that a defence exists.

6 PROPERTY PROTECTION AND BODILY INJURY

(a) Property Protection

We will negotiate for **the policyholder's** legal rights in any civil action relating to material property which is owned by, or the responsibility of **the policyholder**, following:

- (1) any event which causes or could cause physical damage to such material property; or
- (2) any nuisance or trespass.

What is not covered

Any claim relating to the following:

- (1) a contract entered into by **the policyholder**;
- (2) goods in transit or goods lent or hired out;
- (3) goods at premises other than those occupied by **the policyholder** unless the goods are at such premises for the purpose of installations or use in work to be carried out by **the policyholder**;
- (4) mining subsidence;
- (5) defending **the policyholder's** legal rights other than in defending a counter-claim;
- (6) a motor vehicle owned or used by, or hired or leased to an **insured person** other than damage to motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.

(b) Bodily Injury

At **the policyholder's** request, we will negotiate for an **insured person's** and their family members' legal rights following an event which causes the death of, or bodily injury to them.

What is not covered

Any claim relating to the following:

- (1) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident; or
- (2) defending an **insured person's** or their family members' legal rights other than in defending a counter-claim; or
- (3) a motor vehicle owned or used by, or hired or leased to an **insured person** or their family members.

7 TAX PROTECTION

(a) Full or Aspect Enquiries

We will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings in respect of a **full enquiry** and/or **aspect enquiry**.

(b) Tax Intervention Enquiries

We will negotiate on behalf of **the policyholder** and represent them in any dealings with HM Revenue & Customs in respect of **tax intervention enquiry**.

(c) Employers' Compliance

We will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings in respect of a dispute concerning **the policyholder's** compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue & Customs.

(d) VAT Disputes

We will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of Value Added Tax due.

Provided that

(1) For all insured incidents, the policyholder has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.

(2) We will not pay more than £2,000 in respect of aspect enquiries and tax intervention enquiries.

What is not covered

- (1)** In respect of **aspect enquiries** and **tax intervention enquiries** the first £200 of **costs and expenses** in each and every claim.
- (2)** Any **insured incident** arising from a tax avoidance scheme.
- (3)** Any **insured incident** caused by the failure of **the policyholder** to register for Value Added Tax.
- (4)** Any **insured incident** arising from any investigation or enquiries undertaken by HM Revenue & Customs Special Investigation Section or Special Compliance Office.
- (5)** Any **insured incident** arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

WHAT IS NOT COVERED BY THIS SECTION

- 1** Any claim reported to **us** more than 180 days after the date the **insured person** should have known about the **insured incident**.
- 2** **Costs and expenses** incurred before the written acceptance of a claim by **us**.

3 Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under **insured incident 1(b) Compensation Awards** and **2 Legal Defence**.

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

5 Any claim relating to franchise rights, or agency rights where **the policyholder** has the legal capacity to alter the legal relations of another.

6 Any **insured incident** deliberately or intentionally caused by an **insured person**.

7 A dispute with **us** not otherwise dealt with under Condition 7.

8 Any claim relating to a shareholding or partnership share in **the policyholder** unless such shareholding was acquired under a scheme open to all employees of **the policyholder** or a substantial number of them of a certain minimum grade other than the directors or partners of **the policyholder**.

9 Judicial review.

10 Any claim caused by, contributed to by or arising from:

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
- pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

11 Legal action an **insured person** takes which **we** or the **appointed representative** have not agreed to or where the **insured person** does anything that hinders **us** or the **appointed representative**.

12 When either at the commencement of or during the course of a claim, **the policyholder** is bankrupt or has filed a bankruptcy petition or winding-up petition, or has made an arrangement with its creditors, or has entered into a deed or arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator.

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

14 Any claim relating to any non-contracting party's right to enforce all or any part of this section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section.

8. STATUTORY LICENCE PROTECTION

We will represent **the policyholder** in appealing to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel **the policyholder's** licence, mandatory registration or British Standard Certificate of Registration.

What is not covered

(1) An original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration.

(2) Any licence appeal relating to the ownership, driving or use of a motor vehicle.

CONDITIONS WHICH APPLY TO THE WHOLE SECTION

1 An **insured person** must:

- (a) keep to the terms and conditions of this section;
- (b) notify **us** immediately of any alteration which may materially affect **our** assessment of the risk;
- (c) take reasonable steps to keep any amount **we** have to pay as low as possible;

- (d) try to prevent anything happening that may cause a claim;
- (e) send everything **we** ask for, in writing;
- (f) give **us** full details of any claim as soon as possible and give **us** any information **we** need.

2 (a) **We** can take over and conduct in the name of the **insured person**, any claim or legal proceedings at any time.

We can negotiate any claim on behalf of an **insured person**.

(b) If **we** agree to start legal proceedings and it becomes mandatory for an **insured person** to be represented by a lawyer, or if there is a conflict of interest, an **insured person** can choose an **appointed representative** by sending **us** the suitably qualified person's name and address.

We may choose not to accept the choice of representative, but only in exceptional circumstances.

If there is a disagreement over the choice of **appointed representative**, another suitably qualified person can be appointed to decide the matter.

(c) Before an **insured person** chooses a lawyer or an accountant, **we** can appoint an **appointed representative**.

(d) An **appointed representative** will be appointed by **us** and represent an **insured person** according to **our** standard terms of appointment. The **appointed representative** must co-operate fully with **us** at all times.

(e) **We** will have direct contact with the **appointed representative**.

(f) An **insured person** must co-operate fully with **us** and with the **appointed representative** and must keep **us** up-to-date with the progress of the claim.

(g) An **insured person** must give the **appointed representative** any instructions that **we** require.

3 (a) An **insured person** must tell **us** if anyone offers to settle a claim and must not agree to any settlement without **our** written consent.

(b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.

(c) **We** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal proceedings.

4 (a) If **we** ask, an **insured person** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited.

(b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any **costs and expenses** that are recovered.

5 If an **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses an **appointed representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed representative**.

6 If an **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to an **appointed representative**, the cover **we** provide will end at once and **we** will be entitled to re-claim any **costs and expenses** paid by **us**.

7 If **we** and an **insured person** disagree about the choice of **appointed representative**, or about the handling of a claim, **we** and the **insured person** can choose another suitably qualified person to decide the matter. **We** must both agree to this in writing. If **we** cannot agree with the **insured person** about the choice of the second suitably qualified person, **we** will ask the president of a relevant national law society to choose a suitably qualified person. Whoever loses the disagreement will have to pay the costs of settling it.

8 **We** may at **our** discretion require the **policyholder** to obtain an opinion from counsel at the **policyholder's** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence

of a claim or proceedings, the cost of obtaining the opinion will be paid by **us**.

9 **We** can cancel this section at any time as long as **we** tell the **policyholder** at least 21 days beforehand.

The **policyholder** can cancel this section at any time as long as **we** are told at least 21 days beforehand.

10 **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section did not exist.

11 This section will be governed by English law.

12 All Acts of Parliament within this section wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

DAS is authorised and regulated by the Financial Services Authority and is a member of the Association of British Insurers.

HELPLINE SERVICES

We provide these services 24 hours a day, seven days a week during the **period of insurance**. To help **us** check and improve **our** service standards, **we** record all calls.

EUROLAW COMMERCIAL LEGAL ADVICE

We will give **the policyholder** confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

TAX ADVICE

We will give **the policyholder** confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.

BUSINESS ASSISTANCE

In the event of an unforeseen emergency affecting **the policyholder's** business premises which causes damage or potential danger, **we** will contact a suitable repairer or contractor and arrange assistance on behalf of **the policyholder**. All costs of assistance provided are the responsibility of **the policyholder**.

To contact the above services, phone us on 0117 934 2111 and quote Policy Number: TSS/4951786

COUNSELLING

We will provide all employees (including any members of their immediate family who permanently live with them) of **the policyholder** with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services.

To contact the counselling helpline, phone us on 0117 934 2121. These calls are not recorded.

We will not accept responsibility if the Helpline Services fail for reasons we cannot control. Please do not phone us to report a general insurance claim.

EMPLOYMENT MANUAL

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit our website at www.das.co.uk. From the Home Page click on the Employment Manual icon. All the sections of this web-based document can be printed off for your own use. Contact us at marketing@das.co.uk with your e mail address, quoting your policy number and we will contact you by e mail to inform you of future updates to the information.