

Summary of cover

Multi Cover Commercial

Key covers, features and exceptions

Your policy includes the following key covers, features, benefits and significant exclusions, which are set out in full in **Your** policy documentation. This is a summary of the policy and does not contain the full terms and conditions of the cover, which can be found in the policy document. It is important that **You** read the policy document carefully when **You** receive it.

The Underwriters

This policy is administered and underwritten by Victor Insurance, a trading name of Marsh Ltd, on behalf of the following Insurers (referred to collectively as the “Underwriters”), in accordance with the authority granted under :

Binding Authority Agreement Number / UMR	Section	Underwriter	Proportion
VI009/29224P/5347182X	Sections 1-8, 10-12, 14 & 15	Ageas Insurance Limited. Registered Address: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA. www.ageas.co.uk Registered in England and Wales No 354568 Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register No 202039.	100%
VI016/VICTHSB01082019	Sections 9 & 16	HSB Engineering Insurance Services Limited, registered in England and Wales: 03010292 and registered as a branch in Ireland: 906105. HSB Engineering Insurance Services Limited is an Appointed Representative of HSB Engineering Insurance Limited. Registered address: Chancery	100%

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

		Place, 50 Brown Street, Manchester, M2 2JT	
VI015/TS5/6892481	Section 13	DAS Legal Expenses Insurance Company Limited DAS House Quay Side Temple Back Bristol BS1 6NH Registered in England and Wales Company Number 103274 DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.	100%

The subscribing Underwriters' obligations under Contracts of Insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Underwriters are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Type of insurance and cover

The Multi Cover Commercial policy offers the flexibility to select from a wide range of covers to provide tailored protection for **The Business**.

The policy wording applicable is: Multi Cover Commercial v3 01 10 2021 which is available to download at <http://www.victorinsurance.co.uk/policy-wordings>

Section 1 – Material damage

Features and benefits

This section provides cover to insured property at the premises for all risks including theft or attempted theft. Cover for subsidence, ground heave or landslip is optional.

- Capital additions - automatic cover up to 10% of the total **Buildings and Machinery, Plant and All Other Contents** sum insured or £1,000,000, whichever is the lower, for newly acquired or newly built **Buildings** or machinery or alterations, additions or improvements (excluding appreciation in value).
- Inadvertent failure to insure - up to 10% of the total **Buildings** sum insured or £1,000,000, whichever is the lower.
- The cost of temporary repairs and loss reduction expenses (to prevent imminent **Damage**).
- Debris removal – the necessary costs and expenses for removing debris following insured Damage at the site or the land immediately adjacent to the site.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

- Additional costs of reinstating the property insured which are incurred solely to comply with European Union Legislation, Act of Parliament or bye laws of any Public Authority.
- **Damage to Machinery, Plant and All Other Contents or Stock** at exhibitions anywhere in the United Kingdom, the Isle of Man, the Channel Islands or any member country of the European Union up to 7 days' duration: £25,000 any one occurrence (including whilst in transit to and from these territories).
- Loss of metered utilities following accidental discharge from a metered system: £25,000 any one claim (excluding any unoccupied building or where the loss is not discovered within 120 days).
- Necessary costs incurred for professional fees incurred in reinstating or repairing property insured (excluding stock) following insured **Damage**.
- Temporary removal of property insured anywhere in England, Wales, Scotland, Northern Ireland, the Channel Islands, the Isle of Man or any member country of the European Union: up to 15% of the **Machinery, Plant and All Other Contents** sum insured.
- Theft **Damage to Buildings**, for which **You** are responsible, following forcible and violent means (excluding any unoccupied building).
- Theft of fixed fabric of the **Buildings** comprising fixed external CCTV equipment, security lighting, alarm equipment, television and radio receiving aerials and satellite dishes, where **Buildings** are insured under this policy.
- Trace and access costs and expenses incurred in locating the source of **Damage** caused by escape of water from any tank, apparatus or pipe or leakage of oil from any fixed heating installation: £50,000 any one claim.
- Cost of replacing locks and keys to the **Buildings**, intruder alarm systems, safes, strongrooms or tills providing the keys were stolen from the building or the private residence of any employee; £5,000 any one claim.
- Accidental breakage of fixed glass.

Significant conditions or clauses

- Fire Extinguishing Appliances: **You** must maintain all fire extinguishing appliances in proper working order.

Significant exclusions

- Gradual deterioration and wear and tear, frost, defective design or materials.
- Defective workmanship or operational error by **You** or any of **Your** employees.
- Explosion of any boiler (other than a boiler being used for domestic purposes) in which the internal pressure is due to steam only and which **You** own or control.
- **Damage** to gates and fences.
- **Damage** to moveable property in the open by wind, rain, hail, sleet or snow, flood or dust.
- **Damage** whilst any building is unoccupied caused by escape of water, malicious persons, theft or attempted theft.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 2 – Business all risks

Features and benefits

Cover: Accidental loss, destruction or **Damage** to the property insured anywhere within the territorial limits specified in **The Schedule**.

- Automatic reinstatement of sum insured.

Significant exclusions

- Gradual deterioration and wear and tear.
- Theft from any unattended motor vehicle unless there is evidence of forcible and violent entry into the vehicle.
- **Damage** whilst any building is unoccupied caused by escape of water, malicious persons or theft.
- Loss of money.
- Losses resulting from **Terrorism**.

Section 3 – Business interruption

Features and benefits

Loss of gross profit, gross revenue, gross fees or rent receivable incurred as a result of interruption or interference with **The Business** occurring during the period of insurance at **The Premises** as a result of accidental **Damage** to the property insured.

- Increase in cost of working following **Damage** in order to avoid a reduction in **Turnover**.
- Claim payments on account during the **Indemnity Period**, if required.
- Fines or damages for non- completion or late completion of orders incurred solely due to the **Damage**, up to £50,000 any one claim.
- Auditors and professional accountants' fees incurred in producing information required by insurers for investigating a claim.

Optional extensions are available for:

- Loss resulting from **Damage** at **The Premises** of specified or unspecified suppliers.
- Loss resulting from **Damage** at **The Premises** of specified or unspecified customers. .
- Failure of Utilities – failure of electricity, gas, water and telecommunication supplies at the terminal ends of the suppliers' feed to **The Premises**.
- Loss resulting from notifiable disease at **The Premises**, vermin, pest and defective sanitation and murder or suicide.
- National lottery win including essential **Employees**.
- **Damage** to property within a 1 mile radius which prevents access to **The Premises**.
- Loss resulting from **Damage** at exhibition sites.
- Loss resulting from **Damage** at contract sites.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Condition

An insurance policy covering the property insured must be in force at the time of any loss.

Section 4 – Money and assault

Features and benefits

Part A - Money

Accidental damage to money whilst:

- In transit by **You** or **Your Employees**.
- In transit by a security company.
- In **The Premises** outside **Business Hours** in locked safe noted in **The Schedule**.
- In any bank night safe.
- At the home of an authorised person.
- In **The Premises** outside **Business Hours** not in a locked safe or strong room.
- In **The Premises** during **Business Hours**.
- **Money** in vending machines.
- The cost of replacement or repair of safes or strong rooms or any case, bag or waistcoat used for carrying **Money**.
- Loss of or **Damage** to clothing and personal belongings up to a maximum of £500 per person.

Significant conditions or clauses

- Outside **Business Hours**, keys to the safe or strong room must be removed from **The Premises**.
- **Money** in transit in excess of £4,000 must be accompanied by the following number of persons, who are partners, directors or employees:
 - over £4,000 up to £5,000 at least two persons together
 - over £5,000 up to £8,000 at least three persons together
 - over £8,000 at least four persons together
 - over £12,000 as stated in **The Schedule**.
- Private transport is used for amounts above £2,000 where the distance exceeds half a mile.

Significant exclusions

- Shortages due to clerical or accounting errors.
- Loss due to dishonesty of any director, principal or employee not discovered within 7 working days.
- Loss from any unattended vehicle.
- **Money** in the custody of any security company.
- **Money** during transit by unregistered post.

Part B - Assault

This cover pays benefits as shown below if an insured person is assaulted and suffers bodily injury as a result of theft or attempted theft of property or money.

Death/Permanent Total Disablement/Loss of Limbs or Sight £10,000

Temporary Total Disablement £100 per week up to 104 weeks

Temporary Partial Disablement £50 per week up to 104 weeks.

Section 5 – Book debts

Features and benefits

- Loss in consequence of **You** being unable to trace or establish the **Book Debts** as a result of accidental **Damage** to **Your** books of account or other business books or records.

Significant conditions or clauses

You must ensure that all **Your** books of account or other business books or records in which **Your Customers' Accounts** are shown will be kept in fire resisting safes or cabinets when not in use.

An insurance policy covering the property insured must be in force at the time of any loss.

Section 6 – Employers' liability

Features and benefits

- A **Limit of Indemnity** of £10,000,000 including **Costs and Expenses**.
- Cover for acts of **Terrorism** is limited to £5,000,000.
- Legal defence costs for liability incurred under the Health and Safety at Work etc. Act 1974.
- Legal defence costs for liability incurred under the Corporate Manslaughter and Corporate Homicide Act 2007.
- Any person under a work experience or training scheme.
- Payment for court attendance £500 per day for directors and partners/£250 day per **Employee**.
- Cover for **Employees** working:
 - in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
 - in any country which is a member of the European Union in respect of temporary business carried out by any **Employee** normally resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
 - elsewhere in the world in respect of temporary business journeys which do not involve manual labour (or the supervision thereof) by any **Employee** normally resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Significant exclusions

- **Bodily Injury** sustained by any **Employee** carried in or on a vehicle.
- Liability arising out of asbestos.

Section 7 – Public liability

Features and Benefits

Covers your legal liability to pay compensation in respect of accidental bodily injury or **Damage** to property arising in connection with **The Business** up to the limit of indemnity shown on **The Schedule**. For acts of **Terrorism** the limit of indemnity is limited to £2,000,000 or the public liability limit of indemnity whichever is lower.

- Costs and expenses in addition to the Public liability limit of indemnity shown in **The Schedule**
- Liability in respect of accidental bodily injury or **Damage** to property imposed on **You** solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in us.
- Indemnity to each party named as the insured in **The Schedule** as if a separate policy had been issued to each.
- Legal liability for accidental **Damage** to **Employees'** and visitors' vehicles and personal belongings which are in the custody or control of the policyholder.
- Legal defence costs for liability incurred under the Health and Safety at Work etc. Act 1974.
- Legal defence costs for liability incurred under the Corporate Manslaughter and Corporate Homicide Act 2007.
- Legal defence costs for liability incurred under the Food Safety Act 1990 and Consumer Protection Act 1987.
- Overseas personal liability.
- Payment for court attendance £500 per day for directors and partners/£250 day per **Employee**.

Significant exclusions

- Loss or **Damage** to property in **Your** custody or control.
- Liability arising out of asbestos.
- Pollution or contamination other than caused by a sudden and identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance.
- Liability arising from advice, instruction, consultancy, design, formula or specification provided separately for a fee or under a separate contract.
- Liability arising from the ownership or use of any motor vehicle, trailer or plant in circumstances where compulsory motor insurance is required.
- Costs incurred in repairing, removing, replacing, reapplying, rectifying or reinstating works or **Products Supplied**.
- Costs incurred in recalling or making refunds for works or **Products Supplied**.
- Work in or on certain hazardous locations – please refer to exclusion 9 of Section 7 Public liability in the policy wording for full details.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

Section 8 – Products liability

Features and benefits

Covers your legal liability, compensation and **Costs and Expenses** following **Personal injury** or **Damage** by goods (no longer in **Your** custody or control) that **You** have manufactured, sold, supplied, processed, altered, treated, repaired, serviced, tested, installed, constructed, erected or transported up to the products limit of indemnity as shown in **The Schedule**.

- **Costs and Expenses** in addition to the products liability limit of indemnity shown in **The Schedule**.
- Legal liability for financial loss as a direct result of **Products Supplied** up to £25,000 including **Costs and Expenses** in any one **Period of Insurance**.
- Legal defence costs for liability incurred under the Health and Safety at Work etc. Act 1974.
- Legal defence costs for liability incurred under the Corporate Manslaughter and Corporate Homicide Act 2007.
- Legal defence costs for liability incurred under the Food Safety Act 1990 and Consumer Protection Act 1987.
- Payment for court attendance £500 per day for directors and partners/£250 day per **Employee**.

Significant exclusions

- **Products Supplied** which to **Your** knowledge are manufactured, sold, supplied, processed, altered, treated, repaired, serviced, tested, installed, constructed, erected or transported by **You** in or for delivery or use in the United States of America or any territory within its jurisdiction or Canada.
- Cover for any advice, treatment, design, formula or specification provided by **You** or on **Your** behalf for a fee or in circumstances where a fee would normally be charged.
- Liquidated damages, fine or penalties.
- Liability arising out of the ownership, possession or use by **You** or on **Your** behalf of any craft designed to travel through air or space, hovercraft or waterborne vessels other than hand propelled watercraft.
- Liability arising out of asbestos.

Section 9 – Equipment breakdown

Features and benefits

The following extensions of cover apply to Loss or **Damage** caused by or resulting from an **Accident** to **Covered Equipment**. **Our** liability for the extensions shall be £5,000,000 unless there is a sub-limit shown in the extension.

- **Away from Premises**
- **Hazardous Substances**
- **Reinstatement of Data and Computer Increased Costs of Working**
- **Business Interruption**
- **Anchor Location**

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

- **Public Authorities/Law or Ordinance**
- **Public Relations Costs**
- **Expediting Expenses**
- **Hire of Substitute Item**
- **Storage Tanks and Loss of Contents**
- **Damage to Own Surrounding Property**
- **Additional Access Costs**
- **Debris Removal**
- **Repair Costs Investigation**
- **Energy Efficiency Improvements**

Significant exclusions

- Loss or **Damage** caused by or resulting from a hydrostatic pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment.
- Loss or **Damage** to **Data** or **Data Storage Materials** of any kind caused by:
 - (i) Programming error or programming limitation
 - (ii) Computer virus
 - (iii) Introduction of malicious code
 - (iv) Loss of data (other than as specifically provided for under Extension (c)(i) Reinstatement of Data)
 - (v) Loss of access
 - (vi) Loss of use
 - (vii) Loss of functionality
- Loss or **Damage** recoverable under any maintenance agreement or any warranty or guarantee.

Section 10 – Deterioration of stock

Features and benefits

Cover for **Damage** to foodstuffs contained within any refrigeration unit arising from deterioration, contamination or putrefaction up to the sum insured selected.

- **Damage** arising from rise or fall in temperature caused by breakdown or inherent defect in the refrigerating unit, failure of the thermostatic or automatic controlling device, accidental failure of supply of electricity, accidental **Damage** to the refrigerating plant;
- Accidental leakage of refrigerant or refrigerant fumes.

Significant condition

Maintenance condition

On the expiry of any guarantee period, **You** shall

1. effect a maintenance contract on any of the refrigerating plant which does not have hermetically sealed motors and compressors;

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

2. maintain the maintenance contract throughout the currency of this insurance; and
3. keep a proper record of all examinations, adjustments and replacements carried out.

In the event of a claim or possible claim under this section, **We** will not be liable for further **Damage** relating to the defective refrigerating plant until it has been repaired to **Our** satisfaction.

Significant exclusions

- **Damage** arising out of any interruption to the supply of electricity which does not exceed sixty consecutive minutes.
- **Damage** arising out of any interruption to the supply of electricity brought about by the deliberate act of any supply authority.
- Wear and tear, deterioration or gradually developing flaws or defects, partial fractures.
- The first 10% of each and every loss involving refrigeration plant over 5 years old at the time of the **Damage**.
- The first £50.00 of each and every loss if the refrigeration plant is less than 5 years old at the time of the **Damage**.

Section 11 – Goods in transit

Features and benefits

Cover: **Damage** to property insured whilst in transit in or on any vehicle including loading and unloading and whilst temporarily stored during the course of transit.

- Sheets, ropes and packing materials on the vehicle.
- Personal Effects belonging to **You** or **Your** driver in any vehicle up to £500 any one occurrence.
- Debris removal, including recovery charges, following collision with any object. Limit £10,000 any one occurrence.

Significant exclusions

- **Damage** caused by:
 - defective or inadequate packing
 - delay.
 - the property's own electrical or mechanical breakdown.
- **Damage** to audio and visual equipment, computer hardware and software and non-ferrous metals.
- Theft from any unattended vehicle, unless locked and secured with the keys having been removed from the vehicle.
- Theft from any unattached trailers unless they have anti hitching devices fitted and they have been put into effect.
- The first £100.00 of each and every loss.

Section 12 – Fidelity guarantee

Features and benefits

Loss of insured property as a result of an act of fraud or dishonesty committed by an **Employee**.

- Investigation costs solely to substantiate the amount of any claim.
- The cost of reinstatement of electronic data if such data was stolen or lost during the execution of a valid claim.

Significant exclusions

- Loss caused by any **Employee** who **You** do not have the right to supervise and direct.
- The first £250.00 of each and every loss.

Section 13 – Legal expenses

Features and benefits

Legal costs up to £500,000 including solicitors' and barristers' fees, court costs, expenses for expert witnesses, attendance expenses, accountants' fees and employment compensation awards. It will also pay the costs of appealing or defending an appeal.

- Employment disputes and compensation awards:
 - employment disputes
 - compensation awards
 - employee civil legal defence
 - service Occupancy.
- Legal defence.
- Disciplinary hearings.
- Statutory licence appeal.
- Contract disputes cover.
- Debt recovery.
- Property protection and personal injury:
 - property protection
 - personal injury.
- Tenancy disputes.
- Tax protection:
 - tax enquiries
 - employer compliance disputes
 - VAT disputes.

Significant exclusions

- Any claim reported to **Us** more than 180 days after the date the **Insured Person** should have known about the insured incident.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

- Fines, penalties, compensation or damages, other than compensation awards covered under insured incidents employment disputes and compensation awards and legal defence.
- Any insured incident deliberately or intentionally caused by an **Insured Person**.
- A dispute with **Us** not otherwise dealt with under the arbitration condition of this section.
- Any claim where an **Insured Person** is not represented by a law firm, barrister or tax expert.

Section 14 – Personal accident

Features and benefits

Compensation for accidental bodily injury to any **Insured Person**.

- Death.
- Total and permanent loss of sight hearing and speech.
- Loss of one or more limbs.
- Any other total and permanent disablement which lasts without interruption for more than 12 months from the date of the accident and prevents the **Insured Person** from pursuing any occupation.
- Temporary total disablement which prevents the **Insured Person** from pursuing their normal occupation after the **Deferment Period**.
- Temporary partial disablement which prevents the **Insured Person** from pursuing a substantial part of their normal occupation after the **Deferment Period**.

Significant exclusions

- Disability due to a gradually operating cause.
- Suicide or attempted suicide.
- The **Insured Persons** own criminal act.
- Various hazardous activities - please refer to exclusion 2 to Section 14 – Personal accident.
- The effects of alcohol or drugs (other than drugs whether prescribed by a doctor or lawfully purchased without a prescription, which are used as described).
- Seven day deferment period applies to temporary total disablement and temporary partial disablement.

Section 15 – Terrorism

Features and benefits

Covers **Damage** to material property and business interruption caused by acts of **Terrorism**.

Significant exclusions

- Riot, civil commotion, war, invasion, foreign hostilities, civil war, revolution and insurrection.
- **Damage** to residential property insured in the name of a private individual.
- Treasury failure to certify any loss caused by an act of **Terrorism**.

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

- Cover limited to England, Wales and Scotland.

Section 16 – Cyber liability

Cover for specified items of your plant or machinery included as standard.

Features and benefits

- Limit of liability £50,000
- Liability
- Data Breach
- Data restoration/recreation, extra expense, BI plus soft software/general system damage from 'cyber event'.

Significant exclusions

- 12 hour time exclusion for BI
- 12 month indemnity period for BI/Extra expense
- External Network Failure
- The first £500 of any claim (the excess).

General exclusions applicable to the whole policy

- Excesses
- Radioactive Contamination
- Fines, penalties, punitive or exemplary damages or liquidated damages (except as provided by Fines or damages clause to Section 3 – Business interruption)
- War
- Damage to property in Northern Ireland caused by riot or civil commotion (damage arising from labour disturbances or acts of malicious persons is also excluded unless caused by fire or explosion)
- Government or Public Authorities
- Terrorism (except as provided under Section 6 – Employers' liability, Section 7 – Public liability, Section 12 – Fidelity guarantee, Section 14 – Personal accident and Section 15 – Terrorism if operative)
- Electronic Risks (except as provided under Section 16 – Cyber liability if operative)
- Pollution or Contamination (except as provided in the policy wording – see page 29).

Conditions applicable to the whole policy

Principal conditions are listed below. For a full list of conditions please refer to the policy documents.

Cancellation

During the first **Period of Insurance**, **You** have the right to cancel the policy within 14 days of receipt of the policy wording and **The Schedule**, or the inception date of the policy whichever is the later, by writing to **Us** or alternatively by contacting **Your** insurance adviser to confirm cancellation. Cancellation will take effect from the date that **Your** cancellation instructions are received. Provided no claim has been made and there has been no incident known to **You** prior to cancellation which may give rise to a claim, **You** will be entitled to a full refund of the premium paid. Should a claim be submitted after such refund has been provided, payment of the premium in full will be required before **We** can deal with the claim. **We** will only deal with claims occurring during the period commencing on or after inception up to the cancellation of the policy. **You** may cancel the policy at any other time by writing to **Us** or alternatively by contacting **Your** insurance adviser to confirm cancellation. Please refer to page 6 of the policy wording for full details of the cancellation procedure.

Reasonable precautions

You must:

1. Maintain **The Premises**, machinery, plant and equipment in a satisfactory state of repair.
2. Take all reasonable precautions to prevent
 - a. loss or destruction of or **Damage** to the **Property Insured**
 - b. accident or injury to any person or loss, destruction or **Damage** to their property.
3. Comply with all legal requirements and safety regulations and conduct **The Business** in a lawful manner.
4. Keep books with a complete record of purchases and sales.

Important information

How to Make a Complaint

If **You** are unhappy with any aspect of the handling of **Your** insurance **We** would encourage **You**, in the first instance, to seek resolution by contacting **Your** insurance adviser. In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so by writing to:

Country Manager, UK, Victor Insurance, Tower Place East, London, EC3R 5BU.
Email: insurance.complaints@victorinsurance.co.uk

If appropriate **Your** complaint may ultimately be handled by the insurer or a third party acting on the insurers' behalf. If this is the case **We** will notify **You** upon receipt of **Your** complaint. Making a complaint does not affect **Your** right to take legal action.

If **you** are not happy with the outcome of **Your** complaint, **You** may have the right to ask the Financial Ombudsman Service (FOS) to review **Your** case. **You** will need to contact them within six months of the date of **Our** final decision letter.

You can also ask the Ombudsman to review **Your** case if **We** have not provided **You** with a final decision within eight weeks of receiving **Your** complaint.

The Ombudsman can help with most complaints if **You** are:

- A consumer;
- A micro enterprise employing fewer than ten persons that has an annual turnover and/or balance sheet total that does not exceed €2 million*;
- A charity which has an annual income of less than £6.5 million*;
- A trustee of a trust which has a net asset value of less than £5 million*;
- (in relation to consumer buy-to-let business) a buy-to-let consumer;
- A small business (which is not a micro enterprise) which has an annual turnover of less than £6.5 million and (i) employs fewer than 50 persons or (ii) has a balance sheet total of less than £5 million*;
- A guarantor

* at the time you refer your complaint

If **You** are unsure whether the ombudsman will consider **Your** complaint, or for more information, please contact the Ombudsman directly on 0800 023 4567 or visit the FOS website at www.financial-ombudsman.org.uk

The address of the Ombudsman is: The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Alternatively:

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

- 1) If **You** have a complaint regarding **Your** claim, please telephone the claims handler on the number shown in **Your** claims documentation.
- 2) Should **You** wish to make a complaint under Sections 9 or 16 please contact the Country Manager, UK, Victor Insurance, Tower Place East, London, EC3R 5BU
- 3) Should **You** wish to make a complaint under Section 13, the below (DAS Legal Expenses Insurance Company Limited) process should be followed
- 4) Should **You** wish to make a complaint under Sections 1-8, 10-12, 14 or 15 the below (Ageas Insurance Limited) process should be followed:

DAS Legal Expenses Insurance Company Limited (Section 13):

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the following details:

Data Protection Officer
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH

Or via E-mail: dataprotection@das.co.uk

If **You** remain dissatisfied the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at:-

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

www.ico.org.uk

We always aim to give you a high quality service. If **You** think we have let **You** down, **You** can contact us by:

- phoning 0344 893 9013
- emailing customerrelations@das.co.uk
- writing to the Customer Relations Department: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH
- completing our online complaint form at www.das.co.uk/about-das/complaints

Further details of our internal complaint-handling procedures are available on request. If **You** are not happy with the complaint outcome or if we've been unable to respond to **Your** complaint within 8 weeks, **You** may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints.

(Details available from www.financial-ombudsman.org.uk)

You can contact them by:

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

- phoning 0800 023 4567 (free from mobile phones and landlines) or 0300 123 9123
- emailing complaint.info@financial-ombudsman.org.uk
- writing to The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Further information is available on their website: www.financial-ombudsman.org.uk

Using this service does not affect **Your** right to take legal action.

Ageas Insurance Limited (Sections 1-8, 10-12, 14 & 15):

You can write to Ageas Insurance Limited at the address shown below or email them through their website at www.ageas.co.uk/make-a-complaint (please include **Your** policy number and claim number if appropriate).

Customer Services Adviser, Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.

In the unlikely event that **You** have not received a response within eight weeks, or **You** are not happy with **Our** final response, **You** may be entitled to refer **Your** complaint to the Financial Ombudsman Service but **You** must do so within six months of the date of the final decision.

The Ombudsman is an impartial complaints service which is free for customers to use and taking **Your** complaint to the Ombudsman does not affect **Your** right to take **Your** dispute to the courts. **You** can find out more about how to complain to the Ombudsman online at www.financial-ombudsman.org.uk.

Alternatively, **you** can contact them at Financial Ombudsman Service, Exchange Tower, London E14 9SR.

By phone: 0800 023 4567 or 0300 123 9123

By email: complaint.info@financial-ombudsman.org.uk

Please note that if **You** do not refer **Your** complaint within the six months, the Ombudsman won't have our permission to consider **Your** complaint and therefore will only be able to do so in very limited circumstances, for example, if it believes that the delay was as a result of exceptional circumstances.

Financial Services Compensation Scheme

Victor Insurance underwrites on behalf of a select group of insurers who are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the Scheme if they are unable to meet their obligations to **You** under this contract of insurance. Further information about the Scheme is available at www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Making a claim

To make a claim under any section of cover other than Legal expenses, Cyber liability and Equipment breakdown please contact Ageas Insurance commercial claims department on 0345 122 3283. The line is open 24 hours a day 365 days a year. The claims handler will take full details of the claim and guide **You** through the next steps.

Alternatively **You** can email to: commercialclaimsgloucester@ageas.co.uk or

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)



write to Commercial Claims Department Ageas Insurance Limited, Ageas House, The Square, Gloucester Business Park, Brockworth Gloucestershire GL3 4FA.

If **Your** claim is relating to Legal expenses please contact DAS Legal Expenses Insurance Company Ltd:

Telephone: 0344 893 9012, available 24 hours a day, 7 days a week

Alternatively, **You** can visit www.das.co.uk/legal-protection/hot-to-claim

Notify **Us** of any claim or any incident which may lead to a claim as soon as possible. The sooner **We** are involved, the more opportunity **We** have to resolve the claim to **Your** satisfaction. **You** must notify **Us** within seven days if the incident relates to **Damage** by riot, civil commotion, labour or political disturbances.

Important note:

Please do not ask for help from a lawyer, accountant 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.

If **Your** claim is relating to Cyber liability or Equipment breakdown please contact HSB Engineering Insurance Limited:

Claims Department
HSB Engineering Insurance Limited
Chancery Place
50 Brown Street
Manchester
M2 2JT

Email: new.loss@hsbeil.com

Call: 0330 100 3432 24 hours a day 365 days a year

Privacy notice

A copy of the Victor Insurance up to date Privacy Notice can be viewed using the following link:
<https://www.marsh.com/uk/privacy-notice.html>

A copy of the Ageas Insurance Limited up to date Privacy Notice can be viewed using the following link: <https://www.ageas.co.uk/privacy-policy>, or contact the Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or email thedpo@ageas.co.uk

A copy of the DAS Legal Expenses Insurance Company Limited up to date Privacy Notice can be viewed using the following link:
<https://www.das.co.uk/legal/privacy-statement>

For Section 9 Equipment Breakdown and Section 16 Cyber Liability, **You** should visit the relevant insurers' website to read their Privacy Policy to understand how they will use **Your** information. Their details can be found in The Underwriters section of this policy wording.

Law and Jurisdiction

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

The parties are free to choose the law applicable to this policy. Unless specifically agreed to the contrary, this policy shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

Sanctions

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.