

# **Multi Cover Third Sector Secure**

# Summary of cover

# **Key Covers, Features and Exceptions**

**Your** policy includes the following key covers, features and exceptions, 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 wording. It is important that **You** read the policy wording 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
as detailed on "The Underwriters" section of Your Schedule	Material damage Business all risks Business interruption Book debts Terrorism Employee dishonesty Money and assault Goods in transit Deterioration of stock Employers' liability Public and products liability Personal accident Charity trustees management liability Professional liability	AXA Insurance UK plc  Registered in England and Wales No 78950  Registered office: 20 Gracechurch Street, London EC3V 0BG  A member of the AXA Group of companies  AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority	100%



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as detailed on	Cyber liability	HSB Engineering Insurance	100%
"The		Limited, registered in England	
Underwriters"	Equipment breakdown	and Wales: 02396114 and	
section of Your		registered as a branch in Ireland:	
Schedule		906020. Authorised by the	
		Prudential Regulation Authority	
		and regulated by the Financial	
		Conduct Authority and the	
		Prudential Regulation Authority.	
		Registered address: Chancery	
		Place, 50 Brown Street,	
		Manchester M2 2JT	
as detailed on	Legal expenses	DAS Legal Expenses Insurance	100%
"The		Company Limited, DAS House,	
Underwriters"		Quay Side, Temple Back, Bristol	
section of Your		BS1 6NH. Registered in England	
Schedule		and Wales. Company Number	
		103274. Authorised by the	
		Prudential Regulation Authority	
		and regulated by the Financial	
		Conduct Authority (FRN202106)	
		and the Prudential Regulation	
		Authority.	
		,	
		DAS Law Limited, North Quay,	
		Temple Back, Bristol BS1 6FL.	
		Registered in England and	
		Wales. Company Number	
		5417859. DAS Law Limited is	
		authorised and regulated by the	
		Solicitors Regulation Authority	
		(registered number 423113).	
		(10giotorod Harribor 720110).	

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.

The policy wording applicable is: Multi Cover Third Sector Secure v8 01 10 2022 which is available to download at: <a href="http://www.victorinsurance.co.uk/policy-wordings">http://www.victorinsurance.co.uk/policy-wordings</a>



### Cancellation

During the first **Period of Insurance**, **You** have the right to cancel this policy within 14 days of:

- (a) receipt of the policy wording and schedule, or
- (b) the inception date of this policy

whichever is the later, by writing to the Underwriters or alternatively by contacting Victor Insurance to confirm cancellation. Cancellation will take effect from the date that the Underwriters or Victor Insurance receive **Your** cancellation instructions. 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 the Underwriters can deal with the **Claim**. The Underwriters will only deal with **Claims** occurring during the period commencing on or after inception up to the cancellation of this policy.

You may cancel this policy at any other time by writing to the Underwriters or alternatively by contacting Victor Insurance to confirm cancellation. You will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired period of insurance provided no Claim has been made during the period of insurance in which the cancellation is to take effect. If a Claim has been made, the Underwriters will deduct the cost of the Claim (or the estimated cost where the Claim is outstanding) from the refund due. You will not be entitled to any refund if:

- (a) there has been an incident known to You which may give rise to a Claim, or
- (b) the cost of the **Claim** (or the estimated cost where the **Claim** is outstanding) is equal to or exceeds the amount of the premium paid.

### **Duration of the Policy**

The policy will remain in force for 12 months from date of commencement, or as otherwise shown in your schedule.

# **Making a Claim**

If **You** need to make a claim under any cover (other than Legal Expenses, Cyber Liability or Equipment Breakdown) please contact AXA Insurance UK plc as follows:

For Material Damage, Business All Risks, Business Interruption, Book Debts, Terrorism, Employee Dishonesty, Money and Assault, Goods in Transit, Deterioration of Stock and Personal Accident covers

Tel: 0370 900 0867 - Option 2

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



### For Employers' Liability, Public and Products Liability covers

Tel: 0345 900 4185 - Option 3

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

#### For Professional Liability cover

Tel: 01204 877 556

Email: prof.indclaims@axa-insurance.co.uk

### For Charity Trustees' Management Liability cover

Tel: 01204 877 556

Email@ MLPclaims.ins@axa-insurance.co.uk

Alternatively, You can write to:

AXA Insurance UK plc AXA House Parklands Lostock Bolton BL6 4SD

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

Telephone: **0330 100 3432**. Email: new.loss@hsbeil.com

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

- o Telephone: 0344 893 9012 available 24 hours a day, 7 days a week
- o Alternatively, You can visit www.das.co.uk/legal-protection/how-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.



# **Type of Insurance and Cover**

The Third Sector Secure policy offers the flexibility to select from a wide range of covers to provide tailored protection.

### **Material damage - Cover, Features and Benefits**

This section provides all risks cover including theft for buildings and contents and stock whilst at your premises

### **Features and Benefits**

### **Significant Exclusions or Limitations**

Subsidence, heave or landslip cover is available on request

Bequeathed property:

- (a) buildings up to 10% of sum insured or £250,000
- (b) contents other than rare books, works or art of precious stones up to £25,000 (single article limit £10,000)
- (c) rare books, works or art of precious stones up to £10,000 (single article limit £1,000)

Damage to second hand goods settled on lower of either purchase price or market value

Damage to donated stock settled on cost to replace with items of a similar nature

Contract works automatically included up to £250,000 excluding Value Added Tax

Stock and contents whilst at exhibitions anywhere in the UK, Channel Islands, Isle of Man, Norway, Switzerland and any country of the European Union, including whilst in transit, for periods not exceeding seven days up to £250,000

Cover applies to the premises unless otherwise stated in the schedule or policy wording

Theft unless it involves entry to or exit from a building by forcible and violent means or that does not actual or threatened assault or violence to you or a director, partner or employee

Theft of contents or stock from any unattended vehicle unless you are able to comply with the Unattended Vehicles condition on page 73 of the policy wording and there is evidence of forcible and violent entry to the vehicle

Theft of contents or stock from unattended displays or stands

Wear and tear, corrosion, gradual deterioration, faulty or defective design, materials

Faulty or defective workmanship, operational error or omission by you or your employees

Mechanical or electrical breakdown or derangement

Fire damage involving the application of heat

Damage to gates, fences or moveable property in the open by weather related incidents

Damage other than by fire, arising from production, servicing or testing



### **Material damage (continued)**

#### **Features and Benefits**

Stock and contents at fundraising events or events where you are providing catering anywhere in the UK, Channel Islands, Isle of Man, Norway, Switzerland and any country of the European Union, including whilst in transit, for periods not exceeding seven days, up to £5,000

Contents whilst at the homes of trustees, partners, directors or employees up to £10,000

Raffle prizes and goods donated for fundraising events anywhere in UK up to £1,500 (single article limit £500)

Temporary removal of contents and stock anywhere in the UK and any country of the European Union, including whilst in transit, up to 15% of the sum insured

The cost of replacing locks and keys following theft of keys

Day one uplift of 15% provided as standard (higher limits available on request)

#### Glass

Motor No Claims Discount and Excess Protection up to £300 any one claim and £1,000 for any one authorised driver or policyholder in any one period of insurance

Index linking of buildings and contents declared values and each renewal

Wider definition of buildings includes fixed outdoor play equipment and external defibrillators in lockable containers

Cover can be extended to include terrorism

### **Significant Exclusions or Limitations**

Damage due to escape of water from tanks pipes, malicious persons (other than fire and explosion) in respect of buildings which are unoccupied or disused

Consequential loss or damage

Theft whilst the premises are unoccupied or disused

The excess stated in the schedule or in the policy wording

#### Conditions:

- Change of occupancy
- Fire extinguishing appliances
- Minimum security standards
- Portable space heaters
- Premises inspection
- Electrical installation inspection and testing
- Unattended vehicles



# **Business all risks-Cover, Features and Benefits**

Features and Benefits	Significant Exclusions or Limitations
reatures and benefits	Significant exclusions of Limitations
Cover for your organisations equipment following accidental loss or damage	Theft unless it involves entry to or exit from a building by forcible and violent means or that does not actual or threatened assault or violence
Cover can be extended to anywhere in the world	to you or a director, partner or employee
World	Theft from any unattended vehicle unless you are able to comply with the Unattended Vehicles condition on page 76 of the policy wording and there is evidence of forcible and violent entry to the vehicle
	Damage due to escape of water from tanks pipes, malicious persons (other than fire and explosion) in respect of buildings which are unoccupied or disused
	Wear and tear, gradual deterioration, faulty or defective design, materials or workmanship
	Mechanical or electrical breakdown or derangement
	The excess stated in the schedule or in the policy wording
	Conditions:
	<ul><li>Unattended vehicles</li><li>Portable computer equipment</li></ul>

# **Business interruption - Cover, Features and Benefits**

Interruption of or interference with your activities following an insured loss under the Material Damage section, which results in reduced earnings and running costs

Features and Benefits	Significant Exclusions or Limitations
Payment of expenses incurred despite a	Losses excluded under the Material Damage
reduction in your revenue	section



### **Business interruption (continued)**

#### **Features and Benefits**

Cover can be arranged for loss of revenue, loss of rent receivable, increased costs of working and additional increased costs of working

Additional expenses to assist you in preventing or reducing a drop in revenue such as overtime payments

Failure of public utilities cover (terminal ends) for at least 24 consecutive hours resulting from damage directly caused by an insured peril, subject to the lower of either 25% of the annual sum insured or £50,000 in total in any one period of insurance and a maximum period of 12 weeks

Act of a Competent Authority preventing access to the premises by the police authority for periods exceeding 12 consecutive hours due to a danger or disturbance within 1 mile radius of the premises and subject to the lower of either the maximum indemnity period of 12 weeks or £25,000 or 25% of the annual figure on which your sum insured is based

Denial of access causing accidental damage by defined perils to property within a radius of 1mile of your premises which prevents access, subject to the lower of either 25% of the annual sum insured or £1,000,000 and a maximum period of 12 weeks

Loss of revenue which would otherwise have been earned, following damage to donated stock (even if they are not replaced) up to £10,000 or the stock sum insured, whichever is lower

Specified human contagious diseases or specified human infections occurring at the premises which restricts the use of the premises on the order of a public authority subject to the lower of the maximum indemnity period of 12 weeks or £25,000 or 25% of the

### **Significant Exclusions or Limitations**

Closure of the premises by a competent authority as a result of an occurrence of a notifiable disease or the discovery of an organism resulting in or likely to result in the occurrence of a notifiable disease other than as provided by Extension (h) Murder, Suicide and Disease extension

Any claim under the loss of attraction extension for periods lasting less than 24 consecutive hours



# **Business interruption (continued)**

# **Features and Benefits Significant Exclusions or Limitations** annual figure on which your sum insured is based Damage at the premises of a customer or supplier situated anywhere in the UK, Channel Islands, Isle of Man, Norway, Switzerland, Iceland and any country of the European Union up to £100,000 or the sum insured stated on the schedule, whichever is lower Loss of attraction as a result of accidental damage by the insured perils to property within a 1 mile radius of your premises causing interruption or interference with your activities for at least 12 consecutive hours and subject to a maximum sum insured of £50,000 in any one period of insurance and a 12 week maximum indemnity period Death, criminal investigation or adverse publicity of a patron up to £25,000 in any one period of insurance or for any one patron Cover can be extended to include: **Terrorism**

# **Book debts- Cover, Features and Benefits**

Loss of licence subject to a maximum sum

insured as stated in the schedule

Features and Benefits	Significant Exclusions or Limitations
Loss of book debts as a result of your organisations records being lost, destroyed or	Losses excluded under the Material Damage section
damaged due to an insured event up to the limit stated in the schedule	Loss of computer records due to inherent defects



# **Employers' liability - Cover, Features and Benefits**

Protection against your legal liability for bodily injury to your employees up to a limit of liability of £10,000,000 including costs and expenses

	l Benefits

Legal costs and expenses in defending prosecutions under health and safety legislation

Unsatisfied court judgements in favour of employees injured in your employment by third parties

Compensation for court attendance – Policyholder/Director/Partner £500 per day and employee £250 per day

Legal expenses in connection with Corporate Manslaughter Act

Definition of employee includes governors, trustees and volunteers

### Significant Exclusions or Limitations

Cover for acts of terrorism is limited to £5,000,000 per event

The duration of any work away outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man must not exceed six months during the period of insurance

HSE intervention fees and costs and expenses in connection with remedial orders or publicity orders

Mining, processing, manufacturing, removing, disposing of, distributing or storing of asbestos or products made entirely or mainly of asbestos

The use of cradles or tower cranes or explosives

Water diversion, pile driving, underpinning, demolition or partial demolition

Work at certain locations (see pages 100 and 101 of the policy wording)

Tour operators' liability

Work in or on, or travel to or from any offshore installation or support vessel

Bodily injury of employees whilst carried in or upon a vehicle



### Public and products liability - Cover, Features and Benefits

Protection against your legal liability for bodily injury to third parties and damage to their property, including obstruction, trespass, nuisance, interference, wrongful arrest and eviction.

Legal liability for fees, expenses, damages and claimants costs following injury or damage by goods that you have supplied, sold, repaired, tested or maintained

### **Features and Benefits**

# Limits available £2,000,000, £5,000,000 and £10,000,000

Liability arising from professional errors, omissions or neglects in the provision of professional medical and care services up to £1,000,000

Contingent motor third party liability arising out of the use of vehicles not owned by you within the UK

Legal expenses and costs in defending prosecutions under all relevant health and safety legislation

**Defective Premises Act liability** 

Personal liability cover for employees and directors whilst they are overseas on your business

Compensation for court attendance – Policyholder/Director/Partner £500 per day and employee £250 per day

Legal costs and expenses in defending prosecutions under Part II of the Consumer Protection Act 1987

Employees' and visitors' personal belongings

#### **Significant Exclusions or Limitations**

Cover for acts of terrorism is limited to £5,000,000 or the Limit of Liability stated in the schedule, whichever is lower

The duration of any work away outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man must not exceed six months during the period of insurance

HSE intervention fees and costs and expenses in connection with remedial orders or publicity orders

inhalation, ingestion, exposure to, or the fear of the consequences of exposure to asbestos, the presence of asbestos in any property or land or the investigating, managing, removing, controlling or remediation of asbestos

The use of cradles or tower cranes or explosives

Water diversion, pile driving, underpinning, demolition or partial demolition

Ownership, possession or use of vehicles or craft (see page 112 of the policy wording)

Work at certain locations (see pages 113 and 114 of the policy wording)



Liability for loss or damage to premises hired or rented to you for the purpose of your organisations objectives Liability arising out of products supplied in the knowledge that they will be used in the navigation, propulsion or safety of any aircraft or other aerial devices

Tour operators' liability

# Public and products liability (continued)

### Features and Benefits

### Significant Exclusions or Limitations

Accidental release of asbestos on a claims made basis subject to a limit of £1, 000,000 including costs

**Data Protection** 

Legal expenses in connection with Corporate Manslaughter Act

**Pastoral Care** 

Cover for hirer's of your premises for non commercial activities that are for the benefit of the local community

Libel and Slander up to £25,000

Firework Displays and Bonfires included as standard

Inflatable devices included as standard

Playgrounds and Amusement Devices included as standard

Most fundraising events and activities included. Please speak to your insurance adviser for further information

Loss or damage to property in your custody or control

Liability arising from or in connection with products supplied known by your or a director, partner or employee to be supplied directly or indirectly to the USA or any territory within its jurisdiction or Canada unless agreed by us in writing

Pollution or contamination unless caused by a sudden and identifiable incident

Work in or on, or travel to or from, or any products supplied to any offshore installation or support vessel

Advice, design, consultancy or instruction or the provision of any treatment facility other than face painting

Making up, prescribing or dispensing or repackaging of drugs or medicines

Events with attendances in excess of 1,000, where the duration exceeds 48 hours, taking place outside the UK, organised by third parties, or involving specific hazardous activities need to be agreed by us

The excess stated in the schedule or in the policy wording

#### Conditions:

- Firework displays and bonfires
- Inflatable devices
- Mobility scooter



- Subcontractors and suppliers
- Litter picking

Cyber and data exclusion

# **Charity trustees management liability - Cover, Features and Benefits**

Cover that protects you whilst performing your duties as a charity trustee or committee member

Features and Benefits	Significant Exclusions or Limitations
Limits of £100,000, £250,000, £500,000, £1,000,000 and £5,000,000 are available	The cover provided by this section is on a claims made basis which means that we will only consider a claim if it is discovered by you and
Trustee Liability including:	notified to us during the period of insurance
<ul> <li>Company reimbursement</li> <li>Investigation costs</li> </ul>	Prior claims or knowledge
<ul><li>Outside entity</li><li>Past trustees</li></ul>	Fraudulent or deliberate acts
Legal representation costs	Illegal profits
<ul><li>Organisational Liability including:</li><li>Investigation costs</li></ul>	Professional duty
<ul> <li>Legal representation costs</li> <li>Loss of documents up to £100,000 in any one period of insurance</li> </ul>	USA or any territory within its jurisdiction or Canada
<ul> <li>Public relation costs up to £25,000 in any one period of insurance</li> </ul>	Copyright
Employment Practices Liability including:	Property or injury claims
<ul><li>Investigation costs</li><li>Legal representation cost</li></ul>	Any claim outside of the UK
Cover automatically includes:	Financial benefit schemes
Emergency costs up to £50,000 in any one period of insurance	Cyber Act and Failure of any Computer System (Organisational Liability)
Pollution or Contamination up to £100,000 in any one period of insurance	



# **Professional liability - Cover, Features and Benefits**

Provides cover for civil liability arising from a negligent act or omission, committed in the conduct of your activities

Features and Benefits	Significant Exclusions or Limitations	
_		
Cover is provided for any claims arising from any dishonest or fraudulent act or omission of any past or present, partner, director or employee  Cover limits of liability up to £1,000,000 is available	Employee disputes	
	Bodily injury claims	
	Express guarantee or contractual penalty	
	Controlling interest	
Loss or damage to documents up to £100,000	Financial benefit schemes	
Compensation for court attendance – Policyholder/Director/Partner £250 per day and	Premises, vehicles or craft	
employee £100 per day	Dishonest or fraudulent acts	
Representation costs up to £100,000	Defamation	
	Contractual liability	
	Pollution or contamination	
	Trading losses and insolvency	
	Design, construction or supply	
	Rights of recovery	
	Virus or similar mechanism	
	USA or any territory within its jurisdiction or Canada	
	Medical Malpractice	
	Joint venture	
	Abuse	
	Cyber Act and Failure of any Computer System	



# **Employee dishonesty- Cover, Features and Benefits**

Cover that protects you against loss of money and other property following acts of fraud or dishonesty by your employees

Features and Benefits	Significant Exclusions or Limitations
Definition of employee extends to include volunteers and members of your board of governors or trustees or equivalent management board	Consequential losses  Any further losses that occur after the discovery that an employee is dishonest
Independent investigation costs incurred by you to substantiate the cause and amount of loss up to 10% of the total payment or £10,000 whichever is lower	Employees whose normal place of employment or service is outside the geographical limits  The excess stated in the schedule or in the policy wording
Cover automatically includes:  Third party forgery or fraudulent alteration of any cheque issued by you	
Computer and fund transfer fraud committed by a third party	
Fraudulent incoming payment request and fraudulent mandate change instruction	

# Money and assault - Cover, Features and Benefits

Features and Benefits	Significant Exclusions or Limitations
Loss of money belonging to your organisation on your premises, in transit, on site, at the	Shortages due to clerical or accounting errors
private homes of key staff, and in any bank night safe	Losses due to the fraud or dishonesty of any employees not discovered within seven working days
Bodily injury to you or your employees as a result of assault or attempted assault whilst carrying money belonging to your organisation	Loss from unattended vehicles, vending or gaming machines
Medical and dental expenses up to £500	Loss arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
Collection tins or boxes anywhere in the UK up to £100 per claim, £500 per period	



# Money and assault (continued)

Features and Benefits	Significant Exclusions or Limitations
Money in vending or gaming machines up to £500 per claim	Conditions:
Automatic doubling of most money limits for fundraising events	<ul> <li>Minimum security standards</li> <li>Money in transit</li> <li>Unattended vehicles</li> <li>Key security</li> </ul>

# **Goods in transit - Cover, Features and Benefits**

Cover for your goods and stock whilst in transit, over land or water, anywhere in Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man

Features and Benefits	Significant Exclusions or Limitations
Cover for your employees personal belongings up to £500	Losses caused by defective or inadequate packing, insulation and labelling
Losses to sheets, ropes and packing materials	Theft, or attempted theft, from an unattended vehicle unless the unattended vehicle condition
Tools stored for a period up to 48 hours whilst during transit up to £500	on page 157 is complied with
•	The excess stated in the schedule or in the policy
Debris removal up to £10,000	wording
	Conditions
	Practical care
	<ul> <li>Unattended vehicles</li> </ul>
	Overnight security

# **Deterioration of stock - Cover, Features and Benefits**

Features and Benefits	Significant Exclusions or Limitations
Deterioration of foods following the breakdown of refrigerating plant or accidental failure of the public electricity supply	Wear and tear, deterioration or gradually developing flaws or defects in the unit
	Interruption of the electricity supply that does not
Up to £5,000 per freezer	exceed 1 hour



# **Deterioration of stock (continued)**

Features and Benefits	Significant Exclusions or Limitations
	Failure to correctly set the temperature
	10% of each and every loss (minimum £25) for refrigeration units over 10 years old
	Refrigeration plant over 10 years old must be subject to a maintenance contract

# **Personal accident - Cover, Features and Benefits**

Cover for you, your directors, partners and employees against accidental bodily injury

Features and Benefits	Significant Exclusions or Limitations
Cover against accidental bodily injury	Suicide, attempted suicide or deliberate exposure to danger except in an attempt to save human life
Death, loss of sight, hearing or limb(s)	
	Pregnancy or childbirth
Permanent total disablement from normal	
occupation or profession	Flying except while travelling in an aircraft of a
	recognised airline as a passenger
Temporary total disablement from normal	
occupation or profession	Accidents caused through participation in certain
	hazardous activities
Temporary partial disablement	
	The effects of alcohol or drugs or any treatment
Cover is provided on a 24 hour basis for	for drug addiction
employees and for volunteers whilst they are	
taking part in an unpaid activity on behalf of the organisation	



# **Equipment breakdown - Cover, Features and Benefits**

Cover for specified items of your plant or machinery included as standard when Material Damage is purchased

Features and Benefits	Significant Exclusions or Limitations		
Sudden and Unforeseen Damage - which includes accidental damage, breakdown and for pressure plant explosion and collapse	Cover already provided by the Material Damage Section		
	Gradual deterioration or wear and tear		
	The excess stated in the schedule or in the policy wording		

# Cyber liability - Cover, Features and Benefits

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

Features and Benefits	Significant Exclusions or Limitations
Limit of liability £50,000 in any one period of insurance	12 hour time exclusion for business interruption
Cyber Liability	12 month indemnity period for business interruption and extra expense
Data Breach Expense	External Network Failure exclusion
Data restoration/recreation, extra expense, BI PLUS some software/general system damage from 'cyber event'	The first £500 or any claim (the excess)

# **Commercial legal expenses - Cover, Features and Benefits**

Protection for legal costs and expenses arising from specified civil and criminal incidents in connection with your organisation

Features and Benefits	Significant Exclusions or Limitations
Up to £250,000 unless advised otherwise below:	Cover is subject to your claim being more than likely to be successful (at least 51%) for the duration of the claim



# **Commercial legal expenses (continued)**

### Features and Benefits

### **Significant Exclusions or Limitations**

Compensation awards ups to £1,000,000 any one period of insurance

**Employment Disputes and Compensation** 

Awards and Service Occupancy – defence of your legal rights under employment legislation and following a successful action by an employee, prospective, alleged or ex-employee we will pay any compensation award made, In addition, negotiation to recover possession or premises owned by you from them

Legal Defence – defence for you or an employee acting on your behalf if any criminal action or certain civil action is taken against you for non-motor related incident arising in connection with the business. Including prosecution under health and safety

Property Protection – protection for civil action following any event causing or likely to cause physical damage to your property or any nuisance or trespass

Bodily injury – cover to negotiate you, your employees or family members legal rights, following bodily injury (non-motor related) which occurs in connection with the organisation

Tax Protection – representation in appeal proceedings with HM Revenue and Customs in respect of Value Added Tax due. Maximum payable is £5,000 with the excess being 20% of the claim. Includes representation in appeal proceedings following investigations by your charity regulatory body

Contract Disputes – cover to negotiate disputes relating to a contract you have entered into with a customer or supplier for the purchase or sale

The date of the insured incident is during the period of insurance or during the currency of a previous equivalent legal expenses policy

Claims must be reported within 180 days of you becoming aware of an incident

The first £500 of any contract dispute claim where the amount in dispute excess £5,000 (including Value Added Tax)

Any costs and expenses incurred before the written acceptance by us or the claims administrator of a claim

Employment disputes arising within the first 90 days of the commencement of your policy

Redundancy, alleged redundancy or unfair selection for redundancy arising within the first 180 days of the comments of your policy

In respect of compensation awards you must follow the advice of the legal helpline or the Advisory, Conciliation and Arbitration Scheme (ACAS) code of Disciplinary Practice and Procedures in Employment for cover to be effective

In respect of redundancies you must follow the advice of the legal helpline prior to serving notice of dismissal

The first £200 of each and every claim in respect of aspect enquiries

Claims caused by your failure to register for Value Added Tax and any investigations by HM Revenue and Customs and Special



# **Commercial legal expenses (continued)**

#### **Features and Benefits**

### Significant Exclusions or Limitations

of goods or services where the amount in dispute exceeds £250

Tenancy Disputes – negotiating Your legal rights in a tenancy dispute between you and your landlord not relating to rent, service charges or renewal of the agreement

Statutory Licence – appeal to the relevant statutory or regulatory body, court or tribunal following the suspension, revocation, change or refusal to renew your statutory licence

Debt Recovery – cover to negotiate your legal rights including enforcement of judgement to recover money and interest due from a customer or supplier following the sale or provision of goods and services

Investigations Section or Special Compliance Office

Investigations by HM Revenue and Customs into alleged dishonesty or criminal offences

Any claim relating to the settlement under an insurance policy

For contract disputes and debt recovery, a claim must be made within 90 days of the money becoming due

If a solicitor is required to deal with your legal problem, we will appoint one from the approved panel. These solicitors have been carefully chosen as experts in the areas of the law covered by the policy and are required to comply with strict service standards

# **Exclusions applicable to the policy**

### **Significant Exclusions or Limitations**

Marine policies

Radioactive contamination

Fines, penalties, punitive or exemplary damages, multiplied damages or liquidated damages

War or government action

Terrorism except as provided by the terrorism, employers' liability and public and product liability sections of the policy

Damage to property or data in Northern Ireland caused by riot, civil commotion, labour disturbances or malicious persons (other than damage caused by fire or explosion)



# **Exclusions applicable to the policy (continued)**

### **Significant Exclusions or Limitations**

Electronic risks (not applicable to the employers' liability, public and products liability and cyber liability sections

Data protection except as provided under the public and products liability and cyber liability and legal expenses section

Pollution or contamination (not applicable to the employers liability or public and products liability or defence costs under the charity trustee management liability sectionta recognition

Disease (applicable to certain sections -please refer to the policy wording)

### 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 the final decision letter.

**You** can also ask the Ombudsman to review **Your** case if **You** have not been provided 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

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:

- (a) If **You** have a complaint regarding **Your Claim**, please telephone the **Claim**s handler on the number shown in **Your Claim**s documentation.
- (b) Should **You** wish to make a complaint under Cyber liability or Equipment breakdown please contact the Country Manager, UK, Victor Insurance, Tower Place East, London, EC3R 5BU
- (c) Should **You** wish to make a complaint under Legal Expenses, the below (DAS Legal Expenses Insurance Company Limited) process should be followed Should **You** wish to make a complaint under all other sections, the below (AXA Insurance UK plc) process should be followed:

### DAS Legal Expenses Insurance Company Limited

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

<sup>\*</sup> at the time You refer Your complaint



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 <a href="www.das.co.uk/about-das/complaints">www.das.co.uk/about-das/complaints</a>

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:

- 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.

#### AXA Insurance UK plc

Should **You** wish to make a complaint under any cover provided by AXA Insurance UK plc and **Your** complaint relates to a claim on Your policy, please contact the department dealing with Your claim.

#### All claims complaints:

Tel: 01204 815 359

Email: commercial.complaints@axa-insurance.co.uk

Alternatively You can write to Us at:

### **AXA** complaints:

**AXA Insurance** Commercial complaints **AXA House** 4 Parklands Lostock **Bolton** BL6 4SD

When	You	make	contact	please	tell <b>U</b>	<b>s</b> the	following	informa	ation:

Name, address and postcode, telephone number and e-mail address (if You have one). П П

Your policy and/or claim number, and the type of policy You hold.

The name of **Your** insurance agent/firm (if applicable). П

The reason for Your complaint.

Any written correspondence should be headed 'COMPLAINT' and You may include copies of supporting material.



#### We will:

	Acknowledge written complaints promptly
	Investigate Your complaint quickly and thoroughly
	Keep You informed of progress of Your complaint
	Do everything possible to resolve <b>Your</b> complaint
	Learn from <b>Our</b> mistakes
П	Use the information from complaints to continuously improve <b>Our</b> service.

# **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.

### Law and Jurisdiction

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.

# **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

AXA Insurance UK plc is part of the AXA Group of companies which takes **Your** privacy very seriously. For details of how **We** use the personal information **We** collect from **You** and **Your** rights please view **Our** privacy policy at <a href="www.axa.co.uk/privacy-policy">www.axa.co.uk/privacy-policy</a>

If **You** do not have access to the internet, please contact AXA Insurance and we will send **You** a printed copy.

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 Equipment Breakdown, **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.



### **Sanctions**

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