# **ALS Albion Limited Legal Expenses Premier Employment Policy**

About your policy

The insurance provided by this policy has been arranged through ALS Albion Ltd of Suite B26, Joseph's Well, Hanover Walk, Leeds, LS3 1AB.

ALS Albion Ltd is registered in England and Wales under number 4514082 and situated at Suite B26, Joseph's Well, Hanover Walk, Leeds, LS3 1AB and is authorised and regulated by the Financial Conduct Authority with the Financial Services Register number of: 310026

ALS Albion Ltd has arranged the insurance provided under this policy in accordance with the authorisation granted to it under a contract(s) of delegated authority by the Insurer (the reference number of the binding authority agreement(s) can be found in the schedule). This means that ALS Albion Ltd provide services and acts as agent for International General Insurance Company (UK) Ltd.

CPAdjusting Limited which is responsible for administering claims submitted under this policy, is registered in England and Wales with number 06802650. The registered office is at Queen Charlotte House, 53 – 55 Queen Charlotte Street, Bristol BS1 4HQ. For more information please visit our website <a href="https://www.cpadjusting.com">https://www.cpadjusting.com</a>

Provided the premium (including the applicable insurance premium tax) has been paid by you in accordance with the terms of this policy, we shall provide the insurance in accordance with the terms of this policy.

Your Insurers regulatory status:

International General Insurance Company (UK) Ltd which is registered in England and Wales under number 06870207 and situated at 15th Floor of 20 Fenchurch Street, London, EC3M 3BY, are authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority.

## INTRODUCTION INCLUDING RISK MANAGEMENT PROVISIONS

Here is your new insurance policy. It has been prepared in accordance with your instructions. We have relied on the accuracy and completeness of the information provided by you in applying for this insurance, when accepting and setting the terms and premium for your policy. Please examine it carefully together with the schedule to ensure that it meets your requirements and provides the agreed cover. If it is incorrect please contact your broker immediately.

This Policy is designed to work in conjunction with the Policyholder Information Sheet that should be attached to the front of this document. It should be noted that where you are contemplating taking action that could result in a claim or you become aware of an incident or problem that could result in a claim it is a condition of the policy that advice should be sought from the help-lines shown on the Policyholder Information Sheet.

The Employment Disputes cover in this policy is subject to the following risk management provisions. Under Insuring Clause 1.1 (Section 1.2 Employment Disputes) you are required to seek the advice of the Appointed Employment Representative's Advisory Service as to the procedure to be adopted and to follow and act expressly on the advice given with due diligence:

- a) prior to carrying out any disciplinary procedure or taking any disciplinary action such action being specifically authorised by the Appointed Employment Representative's Advisory Service;
- b) prior to the dismissal of a Worker such dismissal being specifically authorised by the Appointed Employment Representative's Advisory Service;
- c) prior to instituting an individual redundancy or a redundancy programme the terms, procedure and application of such action being specifically authorised by the Appointed Employment Representative's Advisory Service;
- d) upon notification formally or informally express or implied of a complaint of discrimination regarding a protected characteristic as covered by the Equality Act 2010. The protected characteristics are age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation;
- e) prior to altering significantly the terms and conditions of employment of a Worker (other than in respect of increasing their wages or salary), with such alteration being specifically authorised by the Appointed Employment Representative's Advisory Service;
- f) on becoming aware of any cause, event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following a Worker walking out with or without written notice or on receipt of a grievance.

Failure to seek and act on the advice of the Appointed Employment Representative's Advisory Service for employment matters will mean that a claim is refused, if the Insurer is prejudiced by your failure. If in doubt, always seek advice first before taking any action.

The help-line details are shown on your Policyholder Information Sheet.

LEGAL EXPENSES INSURANCE FOR EMPLOYMENT DISPUTES AND HEALTH & SAFETY CRIMINAL PROSECUTION DEFENCE

(This is a claims made insurance policy which means that this insurance covers only claims brought or commenced and notified to and accepted by the Claims Administrator during the Period of Insurance – please read carefully)

In consideration of the payment to the Insurer of the premium specified in the schedule, the Insurer agrees to indemnify the Insured to the extent and in the manner herein provided.

#### INSURING CLAUSES

## 1.1 Legal Expenses and Awards of Compensation

The Insurer agrees to pay on behalf of the Insured Legal Expenses and Awards of Compensation incurred by the Insured up to the Limit of Indemnity in the defence of any claim or legal proceedings made brought commenced and notified to and accepted by the Claims Administrator during the Period of Insurance within the Territorial Limits and which fall within the scope of cover provided by the following Sections.

# 1.2 Section 1 – Employment Disputes

The Insurer hereby agrees to indemnify the Insured for:

- a) the defence of the legal rights of the Insured in a dispute with a previous, present, or prospective Worker and which arises out of or relates to a contract of employment or a breach of employment or discrimination legislation.
- b) Awards of Compensation.

# Provided that:

the Insured has consulted with and then followed with due diligence the advice and procedures provided by the Appointed Employment Representative's Advisory Service before taking any action or making any significant variation to a Worker's contract which might lead to the dismissal of or the termination of the contract of a Worker including:

- a) prior to carrying out any disciplinary procedure or taking any disciplinary action such action being specifically authorised by the Appointed Employment Representative's Advisory Service;
- b) prior to the dismissal of a Worker such dismissal being specifically authorised by the Appointed Employment Representative's Advisory Service;
- c) prior to instituting an individual redundancy or a redundancy programme the terms, procedure and application of such action being specifically authorised by the Appointed Employment Representative's Advisory Service;
- d) upon notification formally or informally express or implied of a complaint of discrimination regarding a protected characteristic as covered by the Equality Act 2010. The protected characteristics are age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation;
- e) prior to altering significantly the terms and conditions of employment of a Worker (other than in respect of increasing their wages or salary), with such alteration being specifically authorised by the Appointed Employment Representative's Advisory Service;
- f) on becoming aware of any cause, event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following a Worker walking out with or without written notice or on receipt of a grievance.

# 1.3 Section 2 – Health & Safety Prosecution

The Insurer hereby agrees to indemnify the Insured for:

- a) the defence of a criminal prosecution arising as a result of:
  - health and safety at work and occupational hygiene including but not limited to the Health & Safety etc Act 1974
  - 2. food safety hygiene and food legality including but not limited to the Food Safety Act 1990
  - 3. occupational hygiene including but not limited to COSHH and CHIP regulations
  - 4. supply of safe goods including but not limited to the Consumer Protection Act 1987 the Food Safety Act 1990 and the Health & Safety at Work etc Act 1974
  - 5. the Carriage of Dangerous Goods Regulations provided that the Insured is contracted to the Appointed Health and Safety Representative to provide a Dangerous Goods Safety Advisor as requested by the Transport of Dangerous Goods (Safety Advisors) Regulations 1999
- b) an appeal against the service of an Improvement Notice or a Prohibition Notice under the Health & Safety at Work etc Act 1974 or the Health & Safety (Northern Ireland) Order 1978 and their supporting Regulations.

# Provided that:

the criminal prosecution arises out of the Normal Business Activity of the Insured.

## The Insured does not have cover for:

the defence of a criminal prosecution which relates to the ownership possession hiring or use of a motor vehicle aircraft or watercraft including:

- a) offences brought under Road Traffic and Transport Acts (not including any Regulations relating to Dangerous Goods)
- b) offences brought as a result of unsafe motive power rolling stock or incidents on railway property
- c) offences relating to any substance in Class 7 (Radioactive substances)
- d) workplaces on or in a ship within the meaning of S.313(1) of the Merchant Shipping Act 1995

## 2. EXCLUSIONS

The Insurer shall not have any liability under this Policy in respect of:

#### 2.1 Unauthorised Costs

Legal Expenses or Awards of Compensation incurred without the prior written consent of the Claims Administrator on behalf of the Insurer.

#### 2.2 Other Insurance

a claim or legal proceedings or dispute in respect of which the Insured is or but for the existence of this Policy would be entitled to an indemnity under any other policy or certificate of insurance.

# 2.3 Pre-existing

a cause event or circumstance occurring prior to or existing at the inception of this Policy and which the Insured knew or ought reasonably to have known was likely to give rise to a claim or legal proceedings by or against the Insured.

## 2.4 Failure to take reasonable precautions

a claim or legal proceedings or dispute arising out of the deliberate conscious intentional or careless disregard by the Insured of the need to take all reasonable steps to avoid prevent and limit any such claim or legal proceedings including the failure to provide written particulars of employment.

#### 2.5 Excess

the Excess specified in the Schedule, which the Insured shall pay in respect of all Legal Expenses and Awards of Compensation before the Insurer shall be liable to make any payment.

#### 2.6 Territorial Limits

any claim that falls outside of The United Kingdom of Great Britain and Northern Ireland the Isle of Man and the Channel Islands.

# 2.7 Disputes with the Insured's Agent, Solicitor, Coverholder or the Insurer

a dispute between the Insured and the Insured's Agent, Appointed Solicitor, Claims Administrator, Coverholder or the Insurer.

## 2.8 Reasonable Prospects

a claim or legal proceedings or dispute where in the opinion of the Claims Administrator there are no Reasonable Prospects of a Satisfactory Outcome.

#### 2.9 Fines or Penalties

Fines, exemplary or punitive damages or other penalties imposed by a court or tribunal.

## 2.10 Shareholding, Partnership or Trust

a claim or legal proceedings or dispute arising from or relating to a shareholding agreement or a partnership agreement or a trust

#### 2.11 Libel or Slander

a claim or legal proceedings or dispute arising as a result of an allegation of defamation.

# 2.12 Intellectual Property and Confidentiality

a claim or legal proceedings or dispute relating to an alleged or actual use of intellectual property, breach of confidentiality, passing off action or invasion of privacy.

#### 2.13 Bodily Injury, Property Damage, Professional Negligence and Directors' & Officers' Liability

defending the Insured in civil proceedings arising from:

- a. bodily injury, illness, disease or death or
- b. loss, destruction or damage to property or
- c. alleged or actual breach of any professional duty or
- d. alleged or actual breach of any duty owed as a director or officer of the Insured.

#### 2.14 Jurisdictional Limits

a claim or legal proceedings in any court or tribunal outside of the United Kingdom of Great Britain and Northern Ireland the Isle of Man and the Channel Islands.

#### 2.15 Judicial Review

a claim or legal proceedings or dispute arising from or relating to an application for judicial review or reference to the European Court of Justice.

# 2.16 Fraud, Theft or Violent Acts

a claim which relates to the prosecution of the Insured for fraud or theft or any forceful or violent act unless the Insured is subsequently acquitted after representation by the Appointed Representative.

# 2.17 Nuclear Radioactivity

any expenses consequential loss legal liability or any loss or damage to property directly caused by or contributed to by:

- a). ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

## 2.18 War, Terrorism and Hostile Acts

a claim loss liability or expense arising directly or indirectly out of:

- a) war invasion acts of foreign enemies hostilities (whether war be declared or not) civil war rebellion revolution insurrection riot civil commotion assuming the proportion of or amounting to a popular uprising military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority or
- b) any act or acts or threat thereof of terrorism force or violence for political religious or other ends directed towards the overthrowing or influencing of the government or for the purpose of putting the public in fear by any person or persons acting alone or on behalf of or in connection with any organisation.

# 2.19 Communicable Disease

This insurance excludes absolutely any loss directly arising out of, contributed to, or resulting from any infectious or otherwise communicable disease save that where the Insured takes and follows the advice from the Appointed Solicitor through any redundancy or dismissal or making any significant variation to a Worker's contract which might lead to the dismissal of or the termination of the contract of a Worker the policy will indemnify the Insured on the basis there are Reasonable Prospects of a Satisfactory Outcome'

#### 2.20 Cyber Risks

This insurance does not cover legal costs and expenses for, incurred as a result of, or arising out of a Cyber Act or Cyber Incident.

# Definitions

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud ormicrocontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

Cyber Act means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

## Cyber Incident means:

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

## 3. GENERAL CONDITIONS

#### 3.1 Alteration of Risk

The Insured shall notify the Coverholder as soon as practicable of any planned or actual alteration in risk which materially affects this insurance. For the avoidance of doubt this includes any increase in wageroll of 10% or more, a major change in Normal Business Activity, take-overs, mergers, acquisitions or disposal of parts of the organisation or any subsidiaries.

The Insurer reserves the right to amend the terms of this Policy to reflect the increase in risk on account of the alteration. Any material variation from the information supplied to the Insurer at the time of the commencement of this Insurance, which is not notified to the Insurer shall not be indemnified hereunder.

#### 3.2 Arbitration

Any dispute or difference hereunder shall be determined by a single arbitrator having no less than ten years relevant insurance industry experience as a lawyer or otherwise to be appointed by agreement between the parties or in default of agreement by the President for the time being of the Chartered Institute of Arbitrators upon the application of any party.

# 3.3 Due Observance

The due and careful observance and fulfilment of the terms of this Policy insofar as they relate to anything to be done or complied with by the Insured or the Appointed Representative in respect of Any One Claim will be a condition with obligation to the liability of the Insurer to provide or to continue to provide cover under this Policy in respect of that claim.

# 3.4 Cancellation

This Policy may be cancelled at any time by the Insured, by giving notice in writing to the Insurer.

- A. If the Insured seeks to cancel the policy the in the first year of insurance, during the first fourteen days of inception of receipt of the insurance documents or inception of the contract, whichever is the earlier (the cooling off period), the Insurer will refund the premium paid in respect of the Policy provided:
- i) no claims are made under the Policy for which the Insurer has made payment; and
- ii) no claims made under the Policy which are still under consideration; and
- iii) no incident likely to give rise to a claim is notified to the Insurer;

If a claim has been submitted or paid or an incident is notified as likely to give rise to a claim during the Period of Insurance, no refund of the premium shall be given.

B. If the Insured wishes to cancel the Policy after the expiry of cooling off period specified in A above, this Policy may be cancelled at any time on the instruction of the Insured by giving sixty days notice in writing to the Coverholder. If this Policy is cancelled mid term then the Insurer will retain the customary pro rata premium. There will be no return of premium under this Policy in the event that a claim has been paid or incurred under this Policy.

Either the Insurer or the Coverholder may cancel this Policy by giving sixty days notice in writing to the Insured. If this Policy is cancelled mid-term then the Insurer will retain the customary pro rata premium. There will be no return of premium under this Policy in the event that a claim has been paid or incurred under this Policy.

However, if a claim has been notified or paid during the Period of Insurance, no refund for the unexpired portion of the premium shall be given.

# 3.5 Assignment

This Policy may not be assigned by the Insured.

# 3.6 Disclosure of existence of Policy

The Insured or any other party to the contract must not reveal the existence of this Policy unless the Insurer or the Coverholder has given written consent to do so.

# 3.7 Governing Law and Jurisdiction

This policy is governed by and shall be construed in accordance with the laws of England of Wales and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

## 3.8 Contracts (Rights of Third Parties) Act 1999

Any person who is not a party to this policy has no rights under the Contracts (Rights of Third Parties) Act 1999 or any amendment or re-enactment thereof to enforce any term of this policy.

# 3.9 Data protection statement

The privacy and security of your personal data is very important to us and will be properly managed with appropriate security measures in place.

We will collect and process data (including sensitive personal information) about any person insured under the policy for its administration, the handling of claims and the provision of customer services, and we may share it with related entities and with trusted service providers and agents such as lawyers, as well as other parties such as anti-fraud databases, subject to proper instruction and control.

All data may be used by us for generic risk assessment and modelling purposes but will not be used or passed to any other party for marketing products or services without your express consent. All data provided by you about other people to be insured, such as family, friends or other associates, must be with their permission. It is your responsibility to inform them about our use of their personal data.

Data will not be retained for longer than necessary and unless it is further required for legal or regulatory reasons. You have a number of rights in relation to the data, including the right to request a copy of the information, to correct any inaccuracies and in certain circumstances to have it deleted. Data that may be transferred outside the European Economic Area will have equivalent protection.

If any further information is required as to how data is processed by us, who we share it with, how long we keep it or as to the exercise of any rights under any data privacy laws, please refer to our Privacy Policies available at www. www.albionlegal.co.uk/privacy-policy, and <a href="https://www.eiginsure.com/privacy/">www.eiginsure.com/privacy/</a>. Alternatively, you can contact us by:

Post: The Data Protection Officer, ALS Albion Ltd, Suite B26, Joseph's Well, Hanover Walk, Leeds, LS3 1AB

and/or

Post: The Data Protection Officer, International General Insurance Company (UK) Ltd, 15th Floor of 20 Fenchurch Street, London, EC3M 3BY

If you are not satisfied with the way in which any personal data has been managed, **you** may complain to the Information Commissioner's Office at:

Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, United Kingdom Tel: 0303 123 1113 (local rate) or 01625 545 745 (national rate) Email: <a href="mailto:casework@ico.org.uk">casework@ico.org.uk</a>

# 3.10 Insurance Act 2015

Nothing in this insurance contract is intended to limit or affect the statutory rights or obligations of any of the parties to this contract under, and/or the effect of, Parts 2, 3, 4 or 5 of the Insurance Act 2015.

#### 3.11 Fraudulent claims

- A. If the Insured makes a fraudulent claim under this insurance, the Insurer
- i) will not be liable to pay the claim; and
- ii) may recover from the Insured any sums paid by the Insurer to the Insured in respect of the fraudulent claim; and
- iii) may, by notice to the Insured treat the contract as having been terminated with effect from the time of the fraudulent act.
- B. If the Insurer exercises its right under 3.11 A iii), the Insurer:
- i) the Insurer shall not be liable to the Insured in respect of a relevant event occurring after the time of the fraudulent act; A relevant event is whatever gives rise to the Insurer's liability under the insurance contract (such as the occurrence of a loss, the making of a claim or the notification of a potential claim); and
- ii) the Insurer need not return any premium paid.
- C. Treating this Policy as having been terminated under A (iii) of this clause does not affect the rights and obligations of the Insurer and the Insured with respect to any claim occurring before the time of the fraudulent act.

#### 3.12 Fraud

If the Insured or any person acting on behalf of the Insured commits fraud, by any means, knowing it to be false or fraudulent, and thereby obtains benefit under this Policy from such fraud, this Insurance shall become void from the date of the fraudulent act and all benefit obtained from the Policy from the date of the fraud shall be forfeited.

## 3.13 Duty of Fair Presentation

The Insured must make a fair presentation of the risk to the Insurer, in accordance with Section 3 of the Insurance Act 2015. The Insured must:

- A. Disclose to the Insurer every material circumstance which the Insured knows or ought to know. Failing that, the Insured must give the Insurer sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium); and
- B. Make the disclosure in clause 3.13 A above in a reasonably clear and accessible way; and
- C. Ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.

For the purposes of clause 3.13 A above, the Insured is expected to know the following:

- A. if the Insured is an individual, what is known to the individual and anybody who is responsible for arranging his or her insurance;
- B. if the Insured is not an individual, what is known to anybody who is part of the Insured's senior management; or anybody who is responsible for arranging the Insured's insurance;
- C. whether the Insured is an individual or not, what should reasonably have been revealed by a reasonable search of information available to the Insured. The information may be held within the Insured's organisation, or by any third party (including but not limited to the broker, subsidiaries, affiliates or any other person who will be covered under the insurance). If the Insured is insuring subsidiaries, affiliates or other parties, the Insurer expects that the Insured will have included them in its enquiries, and that the Insured will inform the Insurer if it has not done so. The reasonable search may be conducted by making enquiries or by any other means
- 3.14 Remedies for breach of the duty of fair presentation
- A. If, prior to entering into this insurance contract, the Insured shall breach the duty of fair presentation, the remedies available to the Insurer are set out below:
- i) If the Insured's breach of the duty of fair presentation is deliberate or reckless:
- a) The Insurer may avoid the contract, and refuse to pay all claims; and,
- b) The Insurer need not return any premium paid.

- ii) If the Insured's breach of the duty of fair presentation is not deliberate or reckless, the Insurer's remedy shall depend upon what the Insurer would have done if the Insured had complied with the duty of fair presentation:
- a) If the Insurer would not have entered into the contract at all, the Insurer may avoid the contract and refuse all claims, but must return the premium paid.
- b) If the Insurer would have entered into the contract, but on different terms (other than terms relating to the premium), the contract is to be treated as if it had been entered into on those different terms from the outset, if the Insurer so requires.
- c) In addition, if the Insurer would have entered into the contract, but would have charged a higher premium, the Insurer may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, the Insurer shall pay only X% of what it would otherwise have been required to pay, where X = (premium actually charged/higher premium) x 100.
- B. If, prior to entering into a variation to this insurance contract, the Insured shall breach the duty of fair presentation, the remedies available to the Insurer are set out below.
- i) If the Insured's breach of the duty of fair presentation is deliberate or reckless:
- a) The Insurer may by notice to the Insured treat the contract as having been terminated from the time when the variation was concluded; and,
- b) The Insurer need not return any of the premiums paid.
- ii) If the Insured's breach of the duty of fair presentation is not deliberate or reckless, the Insurer's remedy shall depend upon what the Insurer would have done if the Insured had complied with the duty of fair presentation:
- a) If the Insurer would not have agreed to the variation at all, the Insurer may treat the contract as if the variation was never made, but must in that event return any extra premium paid.
- b) If the Insurer would have agreed to the variation to the contract, but on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms, if the Insurer so requires.
- c) If the Insurer would have increased the premium by more than it did or at all, then the Insurer may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the Insurer shall pay only X% of what it would otherwise have been required to pay, where X = (premium actually charged/higher premium) x 100.
- d) If the Insurer would not have reduced the premium as much as it did or at all, then the Insurer may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the Insurer shall pay only X% of what it would otherwise have been required to pay, where X = (premium actually charged/reduced total premium) x 100.

# 3.15 Conditions with obligation clauses

Conditions with obligation to liability must be satisfied before the Insurer become liable to make any payment to the Insured under this Policy, in the event of the Insured's breach of any of the above conditions with obligation in respect of any claim the Insurer shall be entitled to decline liability and shall not be required to make any payment to the Insured for such claim.

# 3.16 Insured Organisation and Senior Management

Under Section 4 of the Insurance Act 2015, Insured must disclose all material circumstances known or ought to have been known by the Insured. This includes information that should reasonably have been revealed by a reasonable search of information available to the Insured including information held within the Insured organisation.

For these purposes only, Insured organisation shall include the entities specified under 'Insured Organisation' in the Schedule

Under Section 4 (3)(a) of the Insurance Act 2015, the Insured must disclose all material circumstances known to (amongst others) its senior management. For these purposes the Senior Management shall include the persons occupying the positions specified under Senior Management' in the Schedule (or their equivalents)

#### 3.17 Critical Information

It is a condition with obligation to the Insurer's liability under this insurance contract that the matters listed under 'Critical Information' in the Schedule are true and accurate at the time of inception of this contract

# 3.18 Trading sanction(s) restrictions

The Insurer shall not provide any cover under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

#### 4. CONDITIONS FOR CLAIMS SETTLEMENT

## 4.1 The Insurer's Consent

It is a condition with obligation to the liability of the Insurer to provide cover under this Policy that consent to incur Legal Expenses must first be obtained in writing from the Claims Administrator. Failure to obtain such consent prior to incurring Legal Expenses will mean that your claim will be refused.

Consent will be given if the Insured can satisfy the Claims Administrator that:

- a. there are Reasonable Prospects of a Satisfactory Outcome, and
- b. in a particular case it is reasonable for Legal Expenses to be incurred.

The decision whether or not to give consent will be based on the opinion of the Appointed Representative and any other advisors the Claims Administrator may feel it necessary to consult.

The Claims Administrator may require the Insured to obtain an opinion from counsel at the expense of the Insured as to the merits of the claim or legal proceedings. If such an opinion indicates that there are reasonable grounds for the defence of the claim or legal proceedings the cost of the opinion will be paid by the Insurer within the Limit of Indemnity for that claim or legal proceedings.

In all cases the Insured will be advised in writing of the granting or refusal of consent.

The Claims Administrator may withdraw consent previously given at any time. Consent will be withdrawn if facts become known which would mean that a particular claim would not have been accepted under the terms of this Policy or if there are no longer Reasonable Prospects of a Satisfactory Outcome.

If the Insured decides to proceed with the defence of a claim or legal proceedings to which the Claims Administrator have refused to give consent through lack of Reasonable Prospects of a Satisfactory Outcome and if the Insured is subsequently successful in such defence the Insurer will pay Legal Expenses as if the Claims Administrator had given consent at the outset.

#### 4.2 Claims Notification

It is a condition with obligation to the liability of the Insurer to provide cover under this Policy that the Claims Administrator be notified in writing by either the Insured or his agent by the completion of a claim form immediately the Insured is aware of any cause event or circumstance which has given or may give rise to a claim or legal proceedings involving the Insured.

If the Insured fails to notify the Claims Administrator of such cause event or circumstance during the Period of Insurance any claim arising from that cause event or circumstance will not be accepted. When such a notification has been given the Insurer agrees to treat any subsequent claim or legal proceedings in respect of the cause event or circumstance notified as though the claim or legal proceedings had been made brought or commenced during the Period of Insurance.

# Important procedure for Employment Disputes

If a Form ET1 (Originating Application) is received from an Employment Tribunal the Insured must immediately complete a claim form and forward it to The Appointed Solicitor to arrive no later than 14 days after receipt of the Form ET1. Form ET3 (Notice of Appearance by Respondent) which should be left blank must also be sent.

# 4.3 Duty to Minimise Claims

It is a condition with obligation to the liability of the Insurer to provide cover under this Policy that the Insured must use every endeavour and take all reasonable measures to minimise the cost and effect of any claim under this Policy.

If the Insured fails to comply with this condition the Insurer will have the right to adjust the liability under this Policy to the extent that a claim would have cost the Insurer had the Insured complied. The Premiums for this Policy have been calculated accordingly

# 4.5 Insolvency of the Insured

If the Insured becomes insolvent during the course of any claim or proceedings to which Insurer has given support the Insures have the right to withdraw that support immediately. The Insured will be deemed insolvent following the appointment of an office holder within the meaning given by section 233(1) or 372(1) of the Insolvency Act 1986 or where the Insured enters into any voluntary arrangement with creditors.

# 4.6 Legal Proceedings

# 4.6.1. Freedom to choose an Appointed Representative

Subject to the written approval of the Claims Administrator the Insured is free to choose an Appointed Representative to act in the name of and on behalf of the Insured in any claim or legal proceedings to which the Claims Administrator has consented. Any dispute arising from the choice of the Insured may be referred to Arbitration in accordance with General Conditions 3.2. .

In agreeing to the selection of an Appointed Representative the Insured will comply with the common law duty to minimise the cost of any claim or legal proceedings.

In all cases the Appointed Representative will be appointed in the name of and on behalf of the Insured.

## 4.6.2 Disclosures to the Appointed Representative

The Insured must give the Appointed Representative all possible help and information including a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the possession of the Insured. The Insured must provide obtain or execute all documents as necessary and attend meetings or conferences as requested.

# 4.6.3 Access to Information

The Claims Administrator is entitled to receive from the Appointed Representative any information document or advice in connection with any claim or legal proceedings even if privileged. On request the Insured will give to the Appointed Representative any instructions necessary to secure the required access.

## 4.6.4 Payment of Appointed Representative Bills

All bills relating to any claim or legal proceedings the Insured receives from the Appointed Representative should be forwarded to the Claims Administrator without delay. If the Claims Administrator requires the Insured must ask the Appointed Representative to submit the bill of costs for audit by a costs lawyer including a costs hearing by an appropriate court.

The Insured is responsible for the payment of all Legal Expenses. The Insurer will settle these direct if requested by the Insured to do so. Bills must be certified by the Insured or the Claims Administrator to the effect that the charges have been properly incurred and this will be deemed authorisation to the Insurer to settle on behalf of the Insured.

The payment of some Legal Expenses does not imply that all Legal Expenses will be paid. The Claims Administrator should be consulted if the Insured is in doubt.

The Insured must not without the written consent of the Claims Administrator enter into any agreement with the Appointed Representative as to the basis of calculation of Legal Expenses. Failure to obtain such consent prior to entering into any agreement will mean that your claim will be refused.

# 4.6.5. Instruction of Counsel

If during the course of any claim or legal proceedings the Appointed Solicitor considers it necessary and wishes to instruct counsel then counsel's name must first be submitted to the Claims Administrator for consent to the proposed instruction.

#### 4.6.6 Offer of Settlement

It is a condition with obligation to the liability of the Insurer to provide cover under this Policy that the Insured or the Appointed Representative must inform the Claims Administrator in writing as soon as an offer to settle a claim or legal proceedings is received or made or an offer of payment into court is received. Under no circumstances must the Insured or the Appointed Representative enter into any agreement to settle without the prior written consent of the Claims Administrator. Failure to obtain such consent prior to incurring Legal Expenses will mean that your claim will be refused.

#### 4.6.7 Award of Costs

Where the Insured is awarded costs, steps must be taken by the Insured and the Appointed Representative to recover Legal Expenses which would be or have been subject to payment under this Policy. All such recoveries will be taken into account when calculating the Insurer's liability under this Policy.

#### 4.6.8 Alternative Dispute Resolution

When in the opinion of the Claims Administrator alternative dispute resolution by means of either mediation or arbitration would appear to provide a more effective method of resolving any claim or legal proceedings then the Claims Administrator will request that the Insured agrees to submit such claims or legal proceedings to a professional mediation and arbitration service to be selected by the Claims Administrator.

In considering alternative dispute resolution the Insured must recognise the common law duty to minimise the cost of any claim or legal proceedings and will not therefore unreasonably withhold consent.

#### 4.7 Appeals

If following legal proceedings to which the Claims Administrator has consented the Insured wishes to appeal against the judgement or decision of a court or tribunal the grounds of such appeal must be submitted to the Claims Administrator in good time and by secure means so that the Claims Administrator may consider whether to consent to such further action.

The Claims Administrator will inform the Insured of the decision. If the Insurer requires it the Insured will co-operate in an appeal against the judgement or decision or a court or tribunal.

# 4.8 Value Added Tax

If the Insured is registered for VAT, the Insurer will not be liable to indemnify the Insured for the VAT element of any Legal Expenses invoices.

## 5. DEFINITIONS

In this policy unless the context otherwise requires the following terms have the meanings set out below:

#### 5.1 Acts of Parliament

All Acts of Parliament referred to in this Policy will include a reference to all orders and regulations made under them and to any subsequent amendments re-enactments equivalent legislation Regulations or Codes of Practice enforceable within the Territorial Limits.

#### 5.2 Agent

The Insured's Financial Services Agent authorised and regulated insurance intermediary stated in the Schedule of Insurance

## 5.3 Any One Claim

All claims or legal proceedings including any appeal against judgement or decision arising out of the same original cause event or circumstance will be regarded as one claim.

# 5.4 Appointed Employment Representative

The person or entity that advise the insured in respect of Employment matters.

# 5.5 Appointed Employment Representative Advisory Service

A professional advisory service provided by the Appointed Employment Representative or the Appointed Health and Safety Representative.

# 5.6 Appointed Health and Safety Representative

The person or entity that advise the insured in respect of Health and Safety matters.

## 5.7 Appointed Representative

The Appointed Solicitor or a barrister or any other appropriately qualified person appointed by the Insured with the agreement of the Claims Administrator to act for the Insured on any claim in accordance with the terms of this Policy

# 5.8 Appointed Solicitor

The Appointed Solicitor is a Solicitor appointed by the Insured with the agreement of the Coverholder to act for the Insured as shown in the Schedule of Insurance

# 5.9 Awards of Compensation

All awards made against the Insured by an Employment Tribunal or an Employment Appeal Tribunal or a Superior Court or settlements agreed as a result of conciliation proceedings and to which the Claims Administrator has given consent other than:

- a. any punitive awards including but not limited to any Additional Award made under section 117 of the Employment Rights Act 1996.
- b. Protective Awards payable under section 192 of the Trade Union and Labour Relations (Consolidation) Act 1992.
- c. any award made under the Transfer of Undertakings (Protection of Employment) Regulations 2006 or as amended or replaced.
- d. Interim Relief as defined in section 130 and quantified in section 132 of the Employment Rights Act 1996.
- e. any award against the Insured in respect of a redundancy payment or monies due under a contract of employment including monies due by reason of bonus, holidays, Wages Acts, Equal Pay Acts or unlawful action short of dismissal.
- f. any award arising from a failure by the Insured to provide written reasons for dismissal.
- g. any award against the Insured in respect of monies due under any pension scheme or pension arrangement.

#### 5.10 Claims Administrator

The company shown in the Schedule of Insurance who are authorised to handle administer claims under this Policy on behalf of the Insurer.

#### 5.11 Coverholder

ALS Albion Ltd, Suite B26, Joseph's Well, Hanover Walk, LS3 1AB who act as the agent for the Insurer under this Policy under a delegated authority agreement with a unique market reference B1993APCB180217 or any subsequent renewal agreement issued by the Insurer.

Tel: 0113-247-1717 Fax: 0113-244-1116

#### 5.12 Excess

The amount specified in the Schedule that the Insured must first pay in Legal Expenses and/or Awards of Compensation in respect of Any One Claim under this Policy before the Insurer then become liable to make payment.

#### 5.13 Insurer

International General Insurance Co (UK) Ltd 15th Floor, 20 Fenchurch Street, London, EC3M 3BY

Telephone: 0044 (0) 20 7220 0100

## PLEASE NOTE - This notice contains important information. PLEASE READ CAREFULLY

The subscribing insurers' 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 insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

#### 5.14 Insured

The company or entity as shown in the Schedule of Insurance who are a client of the Appointed Solicitor and use the Appointed Employment Representative Advisory Service details of which have been declared to and accepted by the Insurer.

For the purposes of a claim for the defence of legal proceedings arising out of a criminal prosecution this Definition will include the proprietors, partners and directors of the Insured and also all Workers acting in the normal course of their employment or duties.

# 5.15 Legal Expenses

- a. any professional fees expenses and other disbursements reasonably incurred by the Appointed Representative with the consent of the Claims Administrator in respect of any claim or legal proceedings including costs and expenses of expert witnesses and those incurred by the Insurer in connection with such claims or legal proceedings.
- b. any costs incurred by other parties insofar as the Insured is held liable in court tribunal or arbitration proceedings to pay such costs or under a settlement made with another party with the consent of the Claims Administrator but excluding any costs which the Insured may be ordered to pay by a Court of Criminal Jurisdiction.
- c. any professional fees expenses or other disbursements reasonably incurred in an appeal to which the Claims Administrator has consented or in resisting an appeal against the judgement of a relevant court tribunal or arbitrator.

## 5.16 Limit of Indemnity

The Limit of Indemnity specified in the Schedule of Insurance which is the maximum amount the Insurer is liable to pay under the terms of this Policy to any Insured in respect of:

- a. Any One Claim
- b. all claims or legal proceedings made brought commenced and notified to and accepted by the Claims Administrator during the Period of Insurance

# 5.17 Normal Business Activity

The type of business stated in the Schedule of Insurance

#### 5.18 Period of Insurance

The Period of Insurance stated in the Schedule of Insurance and any subsequent Period of Insurance for which the Insured will pay and the Insurer will agree to accept a premium.

5.19 Reasonable Prospects of a Satisfactory Outcome

Reasonable Prospects of a satisfactory outcome exist if:

- a. the Insured has a reasonable prospect of defending a claim and
- b. the Appointed Solicitor would advise a paying party of moderate financial means to proceed with the claim and
- c. the benefits likely to be obtained by proceeding with the claim justify the likely costs and
- the Appointed Solicitor considers it reasonable in all the circumstances that the claim should proceed.

# 5.20 Worker

An individual who has entered into or works under (or where the employment has ceased worked under)

- a. a contract of employment or
- b. any other contract whether express or implied and if it is express whether oral or in writing whereby the individual undertakes to do or perform personally any work or services for another party to the contract whose status is not by virtue of the contract that of a client or customer of any profession or business undertaking carried on by the individual.

#### 6. ENDORSEMENTS

The following endorsements are effective only if stated on the policy schedule:

#### EAC - EMPLOYMENT AWARDS ONLY COVER

It is hereby understood and agreed that Insuring Clause 1.1 of this policy is amended as follows in respect of 1.2 Section 1 Employment disputes:

The Insurer agrees to pay up to the Limit of Indemnity and on behalf of the Insured Awards of Compensation incurred by the Insured for legal proceedings made brought commenced and notified to and accepted by the Claims Administrator during the Period of Insurance within the Territorial Limits and which fall within the cover.

All other terms and conditions of this policy remain unchanged

## **EHS – EXCLUDING HEALTH & SAFETY CRIMINAL PROSECUTION**

It is hereby understood and agreed that 1.3 Section 2 Health & Safety Prosecution of this policy is not operative and the premium for this policy has been adjusted accordingly.

All other terms and conditions of this policy remain unchanged

## **ET1 – ET1 CLAIM TRIGGER**

It is hereby understood and agreed that any claim arising from the defence of an employment dispute brought under 1.2 Section 1 Employment Disputes, shall mean the receipt of ACAS Conciliation Notification or Employment Tribunal Form ET1 (Originating Application) or similar. Upon notification to the Appointed Representative and with due adherence to the Policy terms and conditions, receipt of this ACAS Conciliation Notification or Employment Tribunal Form ET1 will constitute the initial claim notification under this section of the Policy.

It is further understood and agreed that no Legal Expenses shall be authorised prior to the receipt of ACAS Conciliation Notification or Employment Tribunal Form ET1 (Originating Application) or similar.

All other terms and conditions of this policy remain unchanged.

# PPW3 - PREMIUM PAYMENT WARRANTY (30 DAYS)

It is warranted that the premium due at inception for this contract of Insurance must be paid to and received by the Coverholder on or before midnight G.M.T on the 30th day after inception.

If this condition is not complied with, then this contract of insurance shall terminate on the above date with the Insured hereby agreeing to pay premium for the period up to termination date calculated at not less than pro rata of the premium.

All other terms and conditions of this policy remain unchanged.

## **ALGAEEL - EXCESS LIMITATIONS**

It is hereby noted and agreed that the Excess stated in the Schedule is doubled until the Insurer has received and confirmed that the Employment Audit is satisfactory at which time the Excess stated in the Schedule shall apply.

All other terms and conditions of this policy remain unchanged

# **PSO - PERMANENT STAFF ONLY**

It is hereby understood and agreed that this Policy only covers claims arising in respect of Permanent Staff only.

Permanent Staff shall mean those employees who have not been on a temporary or fixed term contract and the declaration of wages has been adjusted to reflect the wages of Permanent Staff only and the premium for this Policy has been calculated accordingly.

All other terms and conditions of this policy remain unchanged.

# **GAEDE - DIRECTORS EXCLUSION**

It is hereby understood and agreed that Directors of the Company are excluded from cover under this policy.

All other terms and conditions of this policy remain unchanged

# **GAEAE - AGENCY WORKERS EXCLUSION**

It is hereby understood and agreed that agency workers contracted by the Company are excluded from cover under this policy.

All other terms and conditions of this policy remain unchanged

# **GAEOE – OWNER(S) EXCLUSION**

It is hereby understood and agreed that Owner(s) of the Company are excluded from cover under this policy.

All other terms and conditions of this policy remain unchanged

# **GAEPE - PARTNERS EXCLUSION**

It is hereby understood and agreed that Partners of the Company are excluded from cover under this policy.

All other terms and conditions of this policy remain unchanged

# **GAEEPE – EQUITY PARTNERS EXCLUSION**

It is hereby understood and agreed that Equity Partners of the Company are excluded from cover under this policy.

All other terms and conditions of this policy remain unchanged

# **GAECE – CONTRACTORS EXCLUSION**

It is hereby understood and agreed that Contractors of the Company are excluded from cover under this policy.

All other terms and conditions of this policy remain unchanged

# **GAEBC - BREAK IN COVER / NO CLAIMS OR CIRCUMSTANCES**

It is hereby noted and agreed that there are no claims or circumstances likely to give rise to claims that have not already been disclosed to Insurer for a period from inception, as specified in the Schedule.

All other terms and conditions of this policy remain unchanged

# **GAEPC - PURSUIT COVER**

It is hereby noted and agreed that Pursuit of Worker Cover is included under this policy in accordance with the following:-

The Insurer agrees to pay up to the Limit of Indemnity and on behalf of the Insured Legal Expenses incurred by the Insured in the pursuit of any claim or legal proceedings against a Worker who is in breach of any restrictive covenant stipulated in a Worker's written contract of employment with the Insured, which is made, brought, commenced and notified to and accepted by the Claims Administrator during the Period of Insurance within the Territorial Limits

The above cover is subject to the Definition of 5.19 of the Policy - Reasonable Prospects of a Satisfactory Outcome amended to read:-

Reasonable Prospects of a satisfactory outcome exist if:

- a. the Insured has a reasonable prospect of successfully pursuing a claim; and
- c. the Appointed Solicitor would advise a paying party of moderate financial means to proceed with the claim; and
- d. the benefits likely to be obtained by proceeding with the claim justify the likely costs; and
- d. the Appointed Solicitor considers it reasonable in all the circumstances that the claim should proceed.

Subject to an Excess as specified in the Schedule Any One Claim

All other terms and conditions of this policy remain unchanged

# **ELC - EMPLOYMENT LEGAL COSTS ONLY COVER**

It is hereby understood and agreed that Insuring Clauses 1.1 and 1.2 of this policy are amended as follows:

## 1.1 Legal Costs and Expenses

The Insurers agrees to pay up to the Limit of Indemnity and on behalf of the Insured Legal Expenses incurred by the Insured in the defence of any claim or legal proceedings made brought commenced and notified to and accepted by the Claims Administrator during the Period of Insurance within the Territorial Limits and which fall within the scope of cover provided by the following Sections.

#### 1.2 Section 1 – Employment Disputes

The Insurers hereby agree to indemnify the Insured for: the defence of the legal rights of the Insured in a dispute with a previous, present, or prospective Worker and which arises out of or relates to a contract of employment or a breach of employment or discrimination legislation;

# Provided that:

the Insured has consulted with and then followed with due diligence the advice and procedures provided by the Appointed Employment Representative's Advisory Service before taking any action or making any significant variation to a Worker's contract which might lead to the dismissal of or the termination of the contract of a Worker including:

- a) prior to carrying out any disciplinary procedure or taking any disciplinary action such action being specifically authorised by the Appointed Employment Representative's Advisory Service;
- b) prior to the dismissal of a Worker such dismissal being specifically authorised by the Appointed Employment Representative's Advisory Service;
- c) prior to instituting an individual redundancy or a redundancy programme the terms, procedure and application of such action being specifically authorised by the Appointed Employment Representative's Advisory Service;

- d) upon notification formally or informally express or implied of a complaint of discrimination regarding a protected characteristic as covered by the Equality Act 2010. The protected characteristics are age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation;
- e) prior to altering significantly the terms and conditions of employment of a Worker (other than in respect of increasing their wages or salary), with such alteration being specifically authorised by the Appointed Employment Representative's Advisory Service;
- f) on becoming aware of any cause, event or circumstance that may reasonably be deemed to amount to constructive dismissal including absence from work following a Worker walking out with or without written notice or on receipt of a grievance.

All other terms and conditions remain unaltered

# **ELC – STATUTORY LICENCE APPEALS COVER**

It is hereby noted and agreed that Statutory Licence Appeals Cover is included under this policy in accordance with the following:-

An appeal against a decision by the relevant authority to alter, suspend, revoke or refuse to renew **your** statutory licence or compulsory registration.

All other terms and conditions of the Policy remain unchanged.

#### **COMMUNICATIONS**

All communications and notices, other than claims, regarding this policy should quote the policy number and renewal date and be addressed to the Coverholder at:

ALS Albion Ltd, Suite B26, Joseph's Well, Hanover Walk, Leeds, LS3 1AB

Tel: 0113-247-1717 Fax: 0113-244-1116

All notifications of claims should be made to the Claims Administrator at the address stated in the Schedule of Insurance

## **Complaints Procedure**

The Insurer strives to provide an excellent service to all their customers but occasionally things can go wrong. The Insurer takes all concerns seriously and endeavour to resolve all customers' problems promptly.

If the Insured has a question or concern about the policy, the Insured's broker should be able to provide advice and assistance in this regard.

Alternatively, if the Insured wishes to contact the Insurer directly, the Insured should either write or telephone:

International General Insurance Co (UK) Ltd 15th Floor, 20 Fenchurch Street, London, EC3M 3BY

Telephone: 0044 (0) 20 7220 0100 Email: complaints@iginsure.com

Should the Insured remain dissatisfied after the Insurer has considered the complaint and the Insured are NOT a policyholder in the UK, in the first instance, the Insured should, seek advice from the broker as to whom the complaint should be directed.

If the Insured is a policyholder in the UK, the Insured may be able to refer the matter to The Financial Ombudsman Service. The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services, they can normally deal with complaints from private individuals and from small organisations; further information is available from:

Financial Ombudsman Service (FOS)

Exchange Tower

London E14 9SR

Helpline: 0800 0234 567

0044 20 7964 0500 (if outside UK)

Switchboard: 0044 (0) 20 7964 1000 Facsimile: 0044 (0) 20 7964 1001

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

The FOS opening hours are: Monday to Friday 8am to 8pm and Saturday 8am 9am to 1pm

Making a complaint to the Financial Ombudsman Service (FOS) does not affect the Insured's rights under this policy but if the Insured is not an eligible complainant then the informal complaint process ceases.

A summary of the FOS complaint handling procedure is available on request and will also be provided to the Insured when acknowledging a complaint.

# About the Financial Ombudsman Service (FOS)

Eligible complainants are:

- private individuals; and a)
- b) micro-enterprises.

'Micro-enterprises' will be able to bring complaints to the ombudsman as long as they have an annual turnover of under EUR2 million and fewer than ten (10) employees.

- charities with an annual income of less than GBP1 million; or c)
- d) a trustee of a trust with net assets of less than GBP1million.

The FOS will only consider a complaint if the Insured is an eligible complainant and if:

- the Insurer has been given an opportunity to resolve it and
- b) the Insurer has sent the Insured a final response letter and the Insured has referred the complaint to the FOS within six (6) months of the Insurer's final response letter or
- the Insurer has not responded to the Insured's complaint with a decision within eight (8) weeks. c)

# **Financial Services Compensation Scheme**

The Insurer is covered by the Financial Services Compensation Scheme (FSCS). The Insured may be entitled to compensation from the scheme if the Insurer cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

Financial Services Compensation Scheme 10th Floor Beaufort House 15 St Botolph Street London EC3A 7QU Tel: 0044 (0) 20 7741 4100

Helpline: 0044 (0) 800 678 1100

Facsimile: 0044 (0) 20 7741 4101

Website: www.fscs.org.uk

The FSCS opening hours are:

Monday to Friday 8:30am to 5:30pm excluding public holidays