




**PRIMARY
GENERAL**

PUTTING YOU FIRST

Signatures

Policy Wording



A.

Primary General

Primary General is an underwriting company solely dedicated to providing commercial underwriting and risk management solutions to intermediaries for small to medium sized UK businesses.

The core business principles that guide Primary General are exclusivity, access to informed and empowered decision makers, service and quality. Primary General believes that by combining these core values and adhering to the business ethos of 'Putting You First', we create a fundamentally better business.

Whilst Primary General has a wealth of expertise and industry experience, we maintain an innovative approach to commercial insurance and risk management. We work solely in partnership with an exclusive agency base of professional intermediaries. We regard each of our intermediaries as individuals, involving them in the decision-making process and working hard to support their business objectives. In doing so, we have built long-term relationships and have proved the value of 'Putting You First' as a business ethos.

From our regional offices in Belfast, Birmingham, Glasgow, Harrogate, London and Manchester, our teams provide a local presence for our intermediaries. Also with a fully web enabled self-service underwriting platform in Primary General Online, our intermediaries can choose to trade with Primary General face-to-face and all the alternatives through to trading completely electronically. This ultimately results in a better service for them and their clients.

Our products are designed to protect the assets and insure the liabilities of small to medium sized businesses, while also reducing their exposure to risk through providing effective risk management assistance and advice. Primary General can also provide solutions to larger corporate clients. Our principal covers and services include:

- Commercial Combined
- Leisure, Office, Retail, Hotel and Takeaway Packages
- Property Owners'
- Motor Fleet
- Motor Trade
- Tradesman
- Contractors
- Professional Indemnity
- Directors & Officers
- Equipment Breakdown, Commercial Legal Protection and Key Person
- Employment and Health & Safety Support Services
- Premium Finance

Primary General's intermediaries can also call on its sister company, Rural Insurance, for a number of other covers and services.

We always consider risks on their merits rather than restricting ourselves to certain trade groups. Well-managed businesses are looked upon favourably, and we welcome clients that will actively work in partnership with us and our intermediaries to minimise risk.

In line with our commitment to 'Putting You First' by providing the best underwriting and risk management solutions available, our products and services range is continually evolving, so expect to see further developments.

Primary General is an established and respected underwriting company with dedicated and experienced insurance professionals.

Primary General, 'Putting You First'.

Signatures Policy

This Policy wording accompanies the Primary General Policy Wording with which it was issued, but is not part of said Policy wording.

It contains extensions in cover for Commercial Legal Protection, Key Person, and Equipment Breakdown. Each cover is underwritten by separate insurers detailed in each section of this document.

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Signatures Policy

Important Notice

Applicable to all of the Signatures Covers:

Making a claim

To notify us of a new claim please follow the steps below:

1. Check the Policy and accompanying Schedule to ensure that you are covered.
2. Check the Claims conditions under the respective Section(s) of the Policy.
3. In all cases please call our dedicated claims line (0844 209 0999) to initially notify us of your claim.

Details of the individual Insurer's Claims Offices are given within the respective sections of this document.

How to make a complaint

It is always our intention to provide a first class standard of service. However, if you have any cause for complaint, you should, in the first instance, contact either the intermediary who arranged the Policy for you, or the branch of Primary General Insurance Limited which issued your Policy. Please be ready to quote the details of your Policy, the name of the Insured, Policy number and departmental references.

Should the matter not be resolved to your satisfaction, please write to:

The Customer Service Manager
Primary General Insurance Limited
7th Floor Embassy House
60 Church Street
Birmingham
B3 2DJ

You are also entitled to refer your complaint direct to the Insurer(s) concerned for which details will be supplied on request, or to the Financial Ombudsman Service. Further information is available at: <http://www.financial-ombudsman.org.uk/>

Upgrading your cover

You can upgrade any of the Signatures Covers at any stage in the Period of Insurance.

Cancellation rights

Cancellation of these covers is only possible in the event that the cover provided under the main Primary General Policy is also cancelled.

Commercial Legal Protection

Policy Information

(not forming part of the Policy)

The cover provided under this Policy is underwritten independently of the main Primary General Insurance Limited Policy to which this Commercial Legal Protection Policy is attached.

Commercial Legal Protection Policy

This Policy is underwritten by DAS Legal Expenses Insurance Company Limited under Contract Number TS5/4482779.

Details about the Regulator

DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority. Their FSA register number is 202106. You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

DAS Legal Expenses Insurance Company Limited's Head and Registered Office is DAS House, Quay Side, Temple Back, Bristol BS1 6NH, England. Registered in England and Wales, number 103274.

Compensation Arrangements

DAS is covered by the Financial Service Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. You can get more information about the compensation scheme arrangements from the FSCS at: <http://www.fscs.org.uk>

To make sure that you get the most from your DAS cover, please take time to read this Policy which explains the contract between us.

Please take extra care in following the procedures under Employment Compensation Awards cover (Insured Incident 1(b)).

If you have any questions or would like more information, please contact your insurance adviser.

How we can help

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

Always report your claim to us as soon as possible. We can send you a claim form to help you do this. We normally deal with claims through our Claims Department but sometimes we use appointed lawyers.

To claim under this Policy, please phone us on 0844 209 0999 or alternatively you can send your claims details to The Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH (Tel: 0117 934 2000).

If you need help from us:

You can phone us any time on 0117 933 0670 for advice on any commercial legal or tax problem affecting your business.

When we cannot help you

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

Commercial Legal Protection

THIS IS YOUR COMMERCIAL LEGAL PROTECTION POLICY

This Policy, the Primary General Insurance Limited Policy Schedule (herein called the Schedule) and any endorsement shall be considered as one document.

The Primary General Insurance Limited proposal or any information supplied by the Policyholder shall be incorporated in the contract.

This Policy will cover the Insured Person in respect of any Insured Incident arising in connection with the business shown in the Schedule if the premium has been paid.

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

- a. the Date of Occurrence of the Insured Incident happens during the Period of Insurance and within the Territorial Limit; and
- b. any legal proceedings will be dealt with by a court, or other body which We agree to, in the Territorial Limit; and
- c. in civil claims it is always more likely than not that an Insured Person will recover damages (or obtain any other legal remedy which We have agreed to) or make a successful defence.

For all Insured Incidents, We will help in appealing or defending an appeal as long as the Insured Person tells Us within the time limits allowed that they want Us to appeal. Before We pay any Costs and Expenses for appeals, We must agree that it is always more likely than not that the appeal will be successful.

If a Representative is used, We will pay the Costs and Expenses incurred for this.

We will pay Compensation Awards that We have agreed to.

The most We will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is shown as the Limit of Indemnity in the Schedule.

THE MEANING OF WORDS IN THIS COMMERCIAL LEGAL PROTECTION POLICY

1. **We, Us, Our**
DAS Legal Expenses Insurance Company Limited.
2. **Policyholder**
As shown in the Schedule as the Insured.
3. **Insured Person**
The Policyholder, and the Policyholder's directors, partners, managers and employees.
4. **Representative**
The lawyer, accountant or other suitably qualified person, who has been appointed to act for an Insured Person in accordance with the terms of this Policy.
5. **Period of Insurance**
The period shown in the Schedule for which We have agreed to cover the Insured Person.
6. **Full Enquiry**
An extensive examination by HM Revenue & Customs which considers all aspects of the Policyholder's tax affairs, excluding those enquiries which are limited to one or more specific aspects of the Policyholder's self assessment and/or corporation tax return.

7. (a) **Aspect Enquiry**
An examination by HM Revenue & Customs which considers one or more specific aspects of the Policyholder's self assessment and/or corporation tax return.

(b) Tax Intervention Enquiry

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

8. Date of Occurrence

For civil cases (other than under Insured Incident - 8 Tax Protection), the Date of Occurrence is when the cause of action first accrued.

For criminal cases, the Date of Occurrence is when the Insured Person commenced or is alleged to have commenced to violate the criminal law in question.

For licence or registration appeals, the Date of Occurrence is when the Policyholder first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel the Policyholder's licence, mandatory registration or British Standard Certificate of Registration.

For Full Enquiries or Aspect Enquiries, the Date of Occurrence is when HM Revenue & Customs first notifies in writing the intention to make enquiries.

For Tax Intervention Enquiries, the Date of Occurrence is when HM Revenue & Customs first contact the Policyholder in relation to commencing an intervention enquiry into their business accounts.

For Employers' Compliance and Value Added Tax disputes, the Date of Occurrence is when the relevant authority sends an assessment or written decision to the Policyholder.

9. Costs and Expenses

Legal Costs

All reasonable and necessary costs chargeable by the Representative on a standard basis.

Also the costs incurred by opponents in civil cases if an Insured Person has been ordered to pay them, or pays them with Our agreement.

Accountant's Costs

A reasonable amount in respect of all costs reasonably incurred by the Representative.

Attendance Expenses

The Insured Person's salary or wages for the time that the Insured Person is off work to attend any arbitration, court or tribunal hearing at the request of the Representative or while attending jury service. We will pay for each half or whole day that the court, tribunal or the Insured Person's employer will not pay for.

The amount We will pay is based on the following:

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

Commercial Legal Protection

- * if the Insured Person works part-time, the salary or wages will be a proportion of the Insured Person's weekly salary or wages.

10. Territorial Limit

- For Insured Incidents 2 Legal Defence (excluding 2(4)), and 6 Bodily Injury
The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
- For all other Insured Incidents
The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

INSURED INCIDENTS WE WILL COVER

1. EMPLOYMENT

(a) Employment Disputes

We will defend the Policyholder's legal rights:

- (1) prior to the issue of legal proceedings in a court or tribunal following the dismissal of an employee; or
- (2) in resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or
- (3) in legal proceedings in respect of any dispute with
 - (a) an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of, or relates to, a contract of employment with the Policyholder; or
 - (b) an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.

What is not covered:

- (1) Any employment dispute where the cause of action arises within the first 30 days of the indemnity provided by this Policy, unless the Policyholder had commensurate insurances or covers in place immediately before the inception of this Policy and the incident in question would have been covered under both policies.
- (2) Any dispute with an employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of the indemnity provided by this Policy if the Date of Occurrence was within the first 180 days of the indemnity provided by this Policy, unless the Policyholder had commensurate insurances or covers in place immediately before the inception of this Policy and the incident in question would have been covered under both policies.
- (3) Any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the indemnity provided by this Policy, unless the Policyholder had commensurate insurances or covers in place immediately before the inception of this Policy and the incident in question would have been covered under both policies.
- (4) Any claim in respect of damages for personal injury or loss of or damage to property.
- (5) Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.

(b) Compensation Awards

We will pay:

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

In respect of a claim We have accepted under Insured Incident 1(a).

Provided that

- (1) In cases relating to performance and/or conduct, the Policyholder has throughout the employment dispute either:
 - (a) followed the ACAS Code of Disciplinary and Grievance Procedures as prepared by the Advisory Conciliation and Arbitration Service; or
 - (b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
 - (c) sought and followed advice from Our legal advice service.
- (2) For an order of compensation following the Policyholder's breach of statutory duty under employment legislation the Policyholder has at all times sought and followed advice from Our legal advice service since the date when the Policyholder should have known about the employment dispute.
- (3) For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy the Policyholder has sought and followed advice from Our Claims Department prior to serving notice of redundancy.
- (4) The compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by Us.
- (5) The total of the compensation awards payable by Us shall not exceed £1,000,000 in any one Period of Insurance.

What is not covered:

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

(c) Service Occupancy

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

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What is not covered

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

2. LEGAL DEFENCE

At the Policyholder's request

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

Provided that

- (1) In so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the Territorial Limit shall be any place where the Act applies.
- (2) At the time of the Insured Incident, the Policyholder has registered with the Information Commissioner in respect of Insured Incident (1)(c).

What is not covered:

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

3. CONTRACT DISPUTES

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

Provided that

- (1) The amount in dispute must exceed £5,000.

What is not covered:

- (1) Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this Policy if the Date of Occurrence is within the first 90 days of the indemnity provided by this Policy, unless the Policyholder had commensurate insurances or covers in place immediately before the inception of this Policy and the incident in question would have been covered under both policies.
- (2) Any claim relating to the following:
 - a) the settlement payable under an insurance policy;
 - b) a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement;
 - c) a loan, mortgage, pension or any other financial product and choses in action;
 - d) a motor vehicle owned by, or hired or leased to, the Policyholder other than agreements relating to the sale of motor vehicles where the Policyholder is engaged in the business of selling motor vehicles.
- (3) A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with the Policyholder.
- (4) A dispute which arises out of the:
 - sale or provision of computer hardware, software, systems or services;
 - or
 - the purchase or hire of computer hardware, software, systems or services; tailored by a supplier to the Policyholder's own specification.
- (5) A dispute arising from a breach or alleged breach of professional duty by an Insured Person.
- (6) The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

4. PROPERTY PROTECTION

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

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

What is not covered:

Any claim relating to the following:

- (1) a contract entered into by the Policyholder;
- (2) goods in transit or goods lent or hired out;
- (3) goods at premises other than those occupied by the Policyholder unless the goods are at such premises for the purpose of installations or use in work to be carried out by the Policyholder;
- (4) mining subsidence;

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- (5) defending the Policyholder's legal rights other than in defending a counter-claim;
- (6) a motor vehicle owned or used by, or hired or leased to an Insured Person other than damage to motor vehicles where the Policyholder is engaged in the business of selling motor vehicles.

5. TENANCY DISPUTES

We will negotiate for the Policyholder's legal rights in respect of a dispute between the Policyholder and the Policyholder's landlord relating to premises leased or rented by the Policyholder.

What is not covered:

Any dispute arising from or relating to rent or service charges or renewal of the tenancy agreement.

6. BODILY INJURY

At the Policyholder's request, We will negotiate for an Insured Person's and their family members' legal rights following an event which causes the death of, or bodily injury to them.

What is not covered:

Any claim relating to the following:

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

7. STATUTORY LICENCE PROTECTION

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

What is not covered:

- (1) An original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration.
- (2) Any licence appeal relating to the ownership, driving or use of a motor vehicle.

8. TAX PROTECTION

- (a) Full or Aspect Enquiries
We will negotiate on behalf of the Policyholder in respect of a Full Enquiry and/or Aspect Enquiry and represent them in any subsequent appeal proceedings.
- (b) Tax Intervention Enquiries
We will negotiate on behalf of the Policyholder and represent them in any dealings with HM Revenue & Customs in respect of a Tax Intervention Enquiry.
- (c) Employers' Compliance
We will negotiate on behalf of the Policyholder and represent them in any appeal proceedings in respect of a dispute concerning the Policyholder's compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue & Customs.

- (d) VAT Disputes
We will negotiate on behalf of the Policyholder and represent them in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of Value Added Tax due.

Provided that

- (1) For all Insured Incidents, the Policyholder has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.
- (2) We will not pay more than £2,000 for claims in respect of Aspect Enquiries or Tax Intervention Enquiries.

What is not covered:

- (1) In respect of Aspect Enquiries and Tax Intervention Enquiries the first £200 of Costs and Expenses in each and every claim.
- (2) Any Insured Incident arising from a tax avoidance scheme.
- (3) Any Insured Incident caused by the failure of the Policyholder to register for Value Added Tax.
- (4) Any Insured Incident arising from any investigation or enquiries undertaken by HM Revenue & Customs Special Investigations Section or Special Civil Investigations or the Revenue & Customs Prosecution Office.
- (5) Any Insured Incident arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

WHAT IS NOT COVERED BY THIS COMMERCIAL LEGAL PROTECTION POLICY

1. Any claim reported to Us more than 180 days after the date the Insured Person should have known about the Insured Incident.
2. Costs and Expenses incurred before the written acceptance of a claim by Us.
3. Fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority other than compensation awards as covered under Insured Incident 1(b) Compensation Awards and 2 Legal Defence.
4. Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
5. Any claim relating to rights under a franchise or agency agreement entered into by the Policyholder.
6. Any Insured Incident deliberately or intentionally caused by an Insured Person.
7. A dispute with Us not otherwise dealt with under Condition 7.
8. Any claim relating to a shareholding or partnership share in the Policyholder unless such shareholding was acquired under a scheme open to all employees of the Policyholder or a substantial number of them of a certain minimum grade other than the directors or partners of the Policyholder.
9. Judicial review.

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10. Any claim caused by, contributed to by or arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
 - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
 11. Legal action an Insured Person takes which We or the Representative have not agreed to or where the Insured Person does anything that hinders Us or the Representative.
 12. When either at the commencement of or during the course of a claim, the Policyholder is bankrupt or has filed a bankruptcy petition or winding-up petition, or has made an arrangement with its creditors, or has entered into a deed of arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator.
 13. Apart from Us, the Insured Person is the only person who may enforce all or any part of this Policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this Policy in relation to any third-party rights or interest.
 14. Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret, or process any date as its true calendar date.
- (e) We will have direct contact with the Representative.
 - (f) An Insured Person must co-operate fully with Us and with the Representative and must keep Us up-to-date with the progress of the claim.
 - (g) An Insured Person must give the Representative any instructions that We require.
3. (a) An Insured Person must tell Us if anyone offers to settle a claim and must not agree to any settlement without Our written consent.
(b) If an Insured Person does not accept a reasonable offer to settle a claim, We may refuse to pay further Costs and Expenses.
(c) We may decide to pay the Insured Person the amount of damages that the Insured Person is claiming or is being claimed against them instead of starting or continuing legal proceedings.
 4. (a) If We ask, an Insured Person must tell the Representative to have Costs and Expenses taxed, assessed or audited.
(b) An Insured Person must take every step to recover Costs and Expenses that We have to pay and must pay Us any Costs and Expenses that are recovered.
 5. If a Representative refuses to continue acting for an Insured Person with good reason or if an Insured Person dismisses a Representative without good reason, the cover We provide will end at once, unless We agree to appoint another Representative.
 6. If an Insured Person settles a claim or withdraws their claim without Our agreement, or does not give suitable instructions to a Representative, the cover We provide will end at once and We will be entitled to re-claim any Costs and Expenses paid by Us.
 7. If there is a disagreement about the way We handle a claim that is not resolved through Our internal complaints procedure, We and the Insured Person can choose a suitably qualified person to arbitrate.

CONDITIONS WHICH APPLY TO THE WHOLE COMMERCIAL LEGAL PROTECTION POLICY

1. An Insured Person must:
 - (a) keep to the terms and conditions of this Policy;
 - (b) notify Us immediately of any alteration which may materially affect Our assessment of the risk;
 - (c) take reasonable steps to keep any amount We have to pay as low as possible;
 - (d) try to prevent anything happening that may cause a claim;
 - (e) send everything We ask for, in writing;
 - (f) give Us full details of any claim as soon as possible and give Us any information We need.
2. (a) We can take over and conduct in the name of the Insured Person, any claim or legal proceedings at any time. We can negotiate any claim on behalf of an Insured Person.
(b) We will choose the Representative to represent an Insured Person in any proceedings where We are liable to pay a compensation award. In any other case an Insured Person is free to choose a Representative (by sending Us a suitably qualified person's name and address) if:
 - (i) We agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an Insured Person in those proceedings; or
 - (ii) there is a conflict of interest.
(c) Before an Insured Person chooses a lawyer or an accountant, We can appoint a Representative.
(d) A Representative will be appointed by Us and represent an Insured Person according to Our standard terms of appointment. The Representative must co-operate fully with Us at all times.
3. We and the Insured Person must both agree to the choice of this person in writing. Failing this We will ask the president of a national association relevant to the arbitration to choose a suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.
8. We may at Our discretion require the Policyholder to obtain an opinion from counsel at the Policyholder's expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by Us.
9. We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this Policy did not exist.
10. This Policy will be governed by English law.
11. All Acts of Parliament within this section wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

Commercial Legal Protection

HELPLINE SERVICES

We provide these services 24 hours a day, 7 days a week during the Period of Insurance. To help Us check and improve Our service standards, We record all calls.

EUROLAW COMMERCIAL LEGAL ADVICE

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

TAX ADVICE

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

BUSINESS ASSISTANCE

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

To contact the above services, phone Us on 0117 933 0670.

COUNSELLING

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

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

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

EMPLOYMENT MANUAL

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

DAS BUSINESSLAW

The DASbusinesslaw service provides a wide range of letters, articles and reference information, as well as interactive document builders, designed to help you run your business.

This service also provides useful tools and information on matters such as new legislation, employment issues, property law and taxation, all regularly updated by legal experts.

To access DASbusinesslaw, you will need to visit www.dasbusinesslaw.co.uk and register using password DAS472301 and Policy Number TS5/4482779. When prompted to input your company name, please insert the prefix PGIL followed by the name of your business. If you experience any problems accessing this service, please email the problem to businesslaw@das.co.uk, quoting the above Policy Number. Please note that if you have a specific problem or dispute, you should always contact the legal advice helpline for assistance.

Key Person

Policy Information

(not forming part of the Policy)

The cover provided under this Policy is underwritten independently of the main Primary General Insurance Limited Policy to which this Key Person Policy is attached.

This insurance is provided and underwritten by Primary Insurance Company Limited who are only responsible for the Key Person protection up to the limits defined on the Schedule and are not responsible, or in any way liable, for any other insurance contained on the Schedule.

Details about our Regulator

Primary Insurance Company Limited is authorised and regulated by the Irish Financial Regulator.

Primary Insurance Company Limited registered office is 5 Lower Fitzwilliam Street, Dublin 2. Registered in Ireland, company number 340407.

Compensation Arrangements

Primary Insurance Company Limited are covered by the Financial Service Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they cannot meet their financial obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claims costs.

You can get more information about the compensation scheme arrangements from the FSCS at: <http://www.fscs.org.uk/> or by writing to The Financial Services Compensation Scheme, 7th Floor Lloyds Chambers, Portsofen Street, London E1 8BN

ABOUT YOUR KEY PERSON PROTECTION

This cover will provide a benefit to the Policyholder should the Owner, Senior Partner, Chief Executive Officer and/or Managing Director and/or major shareholder (first Insured Person) suffer Sickness or injury resulting in them being unable to perform their normal duties. The Policy coverage will reimburse the Policyholder for costs incurred associated with recruiting a temporary replacement for this Insured Person. The limits of Coverage will be detailed on the Schedule. Three additional senior Directors/Managers can also be included within the Policy for an appropriate additional premium. Any additional persons or additional limits of coverage will be detailed on the Schedule; you should read the Policy and Schedule carefully to ensure that the Policy provides the level of cover you require.

Key Person

PART 1 - DEFINITIONS

THE FOLLOWING WORDS HAVE SPECIAL MEANINGS. THEY ARE IMPORTANT IN DESCRIBING THE POLICYHOLDER'S RIGHTS AND OUR RIGHTS UNDER THIS POLICY.

'Accident' means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Policy Period. Accident shall also include:

- a) exposure resulting from a mishap to a conveyance in which the Insured Person is travelling; and
- b) disappearance during the Policy Period. If the Insured Person is not found within twelve months of disappearing, and sufficient evidence is produced satisfactory to the Claims Administrator that leads inevitably to the conclusion that the Insured Person has sustained Injury and that such Injury has caused the Insured Person's death, then We shall forthwith pay any death benefit, where applicable, under this Policy, provided that the Policyholder to whom such sum is paid shall sign an undertaking to refund such sum to Us if the Insured Person is subsequently found to be living.

'Accidental Death' means the death of an Insured Person caused by an Accident, such death must occur within twelve months following the date of the Accident.

'Additional Limits of Coverage': The Policyholder may purchase additional limits of coverage for the Insured Person as long as the Insured Person, at the time the additional limits are purchased:

- a) is not over the age of 65; and
- b) works at least 25 hours per week; and
- c) does not engage in manual labour as a normal duty of daily responsibility.

'Business Overhead Expenses' means the Policyholder's share of the usual and customary business expenses incurred by the Policyholder on a regular basis which are necessary to the Policyholder's established business operation and which are incurred after the Insured Person has satisfied the Waiting Period. Any Business Overhead Expenses which are payable at intervals greater than monthly shall be deemed to apply proportionately over the period that they cover. Business Overhead Expenses shall be limited to:

- a) Rent
- b) Utilities
- c) Telephone rental
- d) Employee Wages
- e) Leased equipment
- f) Rental equipment.

'Claims Administrator' means Primary Claims Limited whose registered office is 76 Shoe Lane, London, EC4A 3JB or such alternative claims administrator as We may approve.

'Covered Expenses' are those business expenses defined further in Part 2 which are actually incurred and paid by the Policyholder and are eligible for reimbursement up to the limits set forth in Part 2.

'Date of Issue' means the first Inception Date from when this cover was bought.

'Disability' or **'Disabled'** refers to continuing periods of Total Disability.

'Doctor' means any currently registered / licensed Medical General Practitioner or Consultant who is currently licensed or registered in the UK by the BMA or other appropriate medical body and who is practising in the United Kingdom; such Doctor cannot be a member of the immediate family of any Insured Person

'Doctor's Care' means the regular and personal care of a Doctor which, under prevailing medical standards, is appropriate for the condition causing the Disability. Such care must be:

1. consistent with the nature of the disabling condition; and
2. intended to return the Insured Person to gainful employment. We may waive this second requirement, based solely on our judgment, depending on the severity of the Insured Person's disabling condition and prospects of recovery.

We may require a written plan of care from the Insured Person's Doctor.

'Inception Date' means the date that the Policy becomes effective. It is the beginning of the Policy Period (or period of insurance as shown on the Schedule.)

'Injury' means accidental bodily injury sustained during the Policy Period.

'Insured Person'

The Insured Person is covered for the **Maximum Policy Benefit** unless the Policyholder purchases Additional Limits of Coverage in compliance with terms of this Policy.

The Insured Person is the highest-ranking executive official of the Policyholder. In the absence of an Insured Person Designation Form that has been accepted by Us, the Insured Person is defined as follows:

1. If the Policyholder is a corporation, the Insured Person shall be the individual occupying the following office:
 - a) Chief Executive Officer;
 - b) If the office of Chief Executive Officer does not exist, the Managing Director;
 - c) If the offices of Chief Executive Officer or Managing Director do not exist, then the person who is the largest holder of individually owned shares of the corporation and holds ongoing active (wage-earning) employment with the corporation.

In all such cases, the corporation will be required to show by pre-existing corporate records, such as corporate resolutions, board of directors minutes, or other appropriate authentic documentation, that such person held such office or had attained such a level of shareholdings (and active employment) prior to the advent of the Disability which provides the basis for the claim. If there is no such person who holds any of the positions described above, then the Policyholder may designate by name an employee of like standing in the corporation provided the same is submitted in writing and approved by Us prior to the advent of a Disability claim. Where no such designation by name is made and there are two (2) or more persons at the highest executive level, then the policy limits and benefits hereunder shall be reduced pro rata among such individuals.

2. If the Policyholder is a partnership: the Insured Person shall be the individual occupying the following office:
 - a) General Partner;
 - b) If no such office exists, or if the General Partner is not an individual person, then the Chief Executive of the partnership;

Key Person

- c) If the office of Chief Executive of the partnership does not exist, then the Managing Partner of the partnership;
- d) If the above described offices do not exist, then the individual person who owns the largest share of the partnership and holds ongoing active (wage-earning) employment with the partnership.

In all such cases, the Policyholder will be required to show, by pre-existing records, such as resolutions, partnership meeting minutes, or other appropriate authentic documentation that such person held such office or had attained such a level of partnership interest (and active employment) prior to the advent of the Disability which provides the basis for the claim. If there is no such person who holds any of the positions described above, then the Policyholder may designate by name an Insured Person of like standing in the partnership provided same is submitted in writing and approved by Us prior to the advent of a Disability claim. Where no such designation by name is made and there are two (2) or more persons at the highest executive level, then the Policy limits and benefits hereunder shall be reduced pro rata among such individuals.

- 3. If the Policyholder is an individual or sole proprietor: the Insured Person is that individual or sole proprietor.

We may agree to cover up to three additional employees of the Policyholder as additional Insured Persons in respect of any Policyholder at Our sole discretion. Such cover will be subject to prior submission by the Policyholder and agreement by Us of an Insured Person Designation Form in respect of each additional Insured Person. The Policyholder may add coverage at limits not exceeding those limits pertaining to the Policyholder for the Insured Persons, as long as each additional Insured Person, named in the Schedule as an "Additional Insured Person":

- a) is not over the age of 65 at the effective date; and
- b) works at least 25 hours per week; and
- c) does not engage in manual labour as a normal duty of daily responsibility.

'Maximum Benefit Period' is the longest aggregate period of time for which We will pay benefits for all periods of Disability, including all concurrent and recurrent Disabilities. The Maximum Benefit Period is 12 months.

'Maximum Policy Benefit' is the most We will pay per person for Accidental Death and all periods of Disability combined, including all concurrent and recurrent Disabilities and for covered expenses in total. It is shown on the Schedule.

'Mental Disorder and/or Substance Abuse Disorder' shall mean any disorder classified in the Diagnostic and Statistical Manual of Mental Disorders (ICD - 10 or any replacement to such manual nominated by the Royal College of Psychiatrists), whether psychotic, emotional, behavioural or related to drug abuse, and dependency.

'Monthly Benefit' shall mean 1/12th, per month, of the Maximum Policy Benefit.

'Permanent Total Disability' means that the Insured Person has suffered continuous Total Disability for the duration of the twelve month Permanent Total Disablement Waiting Period and will be wholly prevented for the remainder of his or her life from performing the normal duties pertaining to his or her occupation.

'Permanent Total Disablement Waiting Period' means the period of twelve months beyond the initial Waiting Period of 60 days and during which the Insured Person must be continuously Totally Disabled before any claim for Permanent Total Disability will be considered.

'Policy' means the legal contract between the Policyholder and Us. The Policy consists of this Key Person Protection Policy document, the Schedule and any riders, amendments, or endorsements that make up the entire Policy between the Policyholder and Us.

'Policyholder' means the business entity, shown on Schedule as the Insured. If there is a dispute of legal control of the Policyholder, the Policyholder will be determined by Us using applicable commercial law.

'Policy Period' means the period of time for which this Policy is issued. The Policy Period is shown on the Schedule as the Period of Insurance.

'Regular Occupation' means the occupation or occupations in which the Insured Person is regularly engaged at the time he or she becomes Disabled.

'Schedule' means the Primary General Insurance Limited Policy Schedule including the Key Person Section.

'Sickness' means the physical sickness or disease which first manifests itself during the Policy Period. It does not include Total Disability due to normal pregnancy, childbirth, miscarriage or abortion, or due to complications of pregnancy, childbirth, miscarriage or abortion. It does not include a Mental Disorder and/or Substance Abuse Disorder.

'Total Disability' or **'Totally Disabled'** means that, because of Accident, Injury or Sickness, the Insured Person:

1. is not able to perform the normal duties of his or her Regular Occupation; and
2. is receiving appropriate medical care, under the care of a Doctor. We will waive this requirement if We receive written proof acceptable to Us that the Total Disability is reasonably expected to continue without interruption until the Insured Person dies.

In no event will the loss of a professional or occupational license, in itself, constitute disability.

'Waiting Period' means the length of time the Insured Person must be Totally Disabled before the benefits of the Policy will be paid. The Waiting Period is 60 days.

'We', 'Us', and 'Our' refer to Primary Insurance Company Limited. Our registered address and business office is located at 5 Lower Fitzwilliam Street, Dublin 2, Ireland.

Key Person

PART 2 - BENEFIT PROVISIONS

Total Disability Benefit

If the Insured Person becomes Totally Disabled as a result of Injury or Sickness, We will reimburse the Policyholder for the Covered Expenses defined below. After calculating the benefits the Monthly Benefit will be paid for each month the Insured Person remains Totally Disabled, but not beyond the Maximum Benefit Period detailed above. The most We will reimburse the Policyholder for all periods of Total Disability is the Maximum Policy Benefit shown on the Schedule.

We will reimburse the Policyholder by paying the benefits of the Policy when the Waiting Period has expired. Except as otherwise provided in this Part 2, We will reimburse Covered Expenses incurred during the Waiting Period. Benefits will continue while the Insured Person remains Totally Disabled and if proof of continued Disability is given to Us.

Covered Expenses

We will reimburse the Policyholder for the actual costs for the Covered Expenses listed below incurred to find, hire and pay a person to replace the Insured Person and to perform the duties of the Insured Person at the percentages shown below. The Policyholder may decide to replace the Insured Person with a person who is one of the Policyholder's staff members. If so, Covered Expenses will apply to the costs of replacing that staff member.

We will not reimburse the Policyholder for any expense of any person contracted or hired to replace the Insured Person if such person is related to the Insured Person by blood, marriage or adoption. To be reimbursed:

1. the Covered Expense must be generally accepted as a tax deductible business expense; and
2. the Policyholder must submit proof that the Covered Expense was both incurred and paid by the Policyholder.

Covered Expenses reimbursed by the Policy are limited to the following:

1. 100% of fees paid pursuant to a written agreement with an executive recruiter or a search firm retained to locate a person to replace the Insured Person, provided the agreement between the Policyholder and the executive recruiter or search firm:
 - a) is on a contingent basis;
 - b) conforms to employment industry standards; and
 - c) is subject to prior written approval by Us.

The selection of the executive recruiter or search firm will be at the sole discretion of the Policyholder.

2. 100% of reasonable legal fees to negotiate and finalize an employment contract with the person hired to replace the Insured Person. Such fees are subject to prior written approval by Us.
3. After the Waiting Period, the percentage of the gross salary that has been paid to the person contracted or hired to replace the Insured Person as follows:
 - a) 90% for the period during which the Insured Person is Totally Disabled and
 - b). 85% for the period, if any, after the Insured Person ceases to be Totally Disabled;

Subject to the Maximum Benefit Period and Maximum Policy Benefit.

In the event that the Policyholder elects to contract or hire a person to replace the Insured Person then the Policyholder shall be entitled to reimbursement in respect of the contract or hire of a person for a period or periods equal to a minimum aggregate period of six months under subparagraphs 3.a and 3.b above combined.

Salary for the purpose of this paragraph does not include bonus, overtime or other special compensation. It does include all income and employee and employer National Insurance Contributions, and applicable employee benefit costs as agreed to by the Policyholder and Us. In no event will the amount We reimburse each month be more than the Monthly Benefit. Any benefit payable hereunder for a period of less than a full month will be determined on a pro rata basis and will be payable at the daily rate of 1/30th of the Monthly Benefit.

4. 100% of actual advertising charges incurred by the Policyholder to find a replacement person. We will not reimburse the Policyholder if an executive recruiter or a search firm makes a separate charge for these expenses.
5. 100% of travel, food and lodging costs incurred by persons who interview to replace the Insured Person. In no event will the amount We reimburse for travel, food and lodging be more than £5,000 in the aggregate.
6. 100% of moving expenses of the person hired to replace the Insured Person, if the move is deemed necessary by Us and such expenses can be included on the replacement individual's income tax return. In no event will the amount we reimburse be more than £5,000.
7. The Policyholder is permitted to use a portion of the Monthly Benefit to obtain reimbursement for Business Overhead Expenses incurred after the expiration of the Waiting Period and prior to a replacement commencing his or her duties. The amount recoverable for Business Overhead Expenses per month shall not exceed 15% of the Monthly Benefit amount or £4,500, whichever is the lesser, and shall be payable for a maximum period of 12 months in all.

All benefits payable under provision 7 above shall be paid monthly and will reduce the amount of the Maximum Policy Benefit that remains available to pay any other form of benefit under this Policy.

Permanent Total Disability Benefit

If an Insured Person suffers Permanent Total Disability as a result of Injury or Sickness, We will pay a lump sum benefit as set forth herein. To be eligible, the Insured Person must satisfy the Permanent Total Disablement Waiting Period. The Permanent Total Disability Benefit shall be equal to fifty percent (50%) of the unused portion (if any) of the Maximum Policy Benefit that remains under this Policy at the time of the expiration of the Permanent Total Disablement Waiting Period.

Accidental Death

We will pay the Policyholder the lump sum payment stated in the Schedule in the event of the Accidental Death of the Insured Person.

Key Person

End of Benefits

No benefits will be provided by the Policy after the Maximum Policy Benefit has been reached, or for all periods of Total Disability, after the Maximum Benefit Period has been reached other than the Permanent Total Disability Benefit if applicable.

If the Insured Person dies or no longer meets the definition of Total Disability, benefits will end, except as described in subparagraph 3(b) of this Part 2 above.

Benefits will also end on the earliest of:

1. the date the Insured Person is no longer employed by the Policyholder; or
2. the date there is a change in more than 50% of the ownership of the Policyholder; or
3. the date the Policyholder ceases active operation; or
4. the date the person hired to replace the Insured Person has ceased his or her employment with the Policyholder in such capacity prior to the Insured Person's recovery from Total Disability.

End of Coverage

Coverage under this Policy will end on the earliest of:

1. the last day of the period for which premium has been paid; or
2. the date the Insured Person is no longer employed by the Policyholder; or
3. the date there is a change in more than 50% of the ownership of the Policyholder; or
4. the date the Policyholder ceases active operation (except for Permanent Total Disablement benefit); or
5. the end of the Policy Period, provided the Policy is not renewed.

PART 3 - EXCLUSIONS AND LIMITATIONS

Exclusions

We will not pay benefits for any Total Disability which, directly or indirectly, is:

1. caused by an act or accident of war, whether declared or undeclared; or
2. caused by normal pregnancy, childbirth, miscarriage or abortion, or due to complications of pregnancy, childbirth, miscarriage or abortion; or
3. for any period for which the Insured Person is imprisoned; or
4. caused by an Injury which occurs while the Insured Person is committing a crime or attempting to commit a crime, or while the Insured Person is taking part in an illegal activity; or
5. caused by a Mental Disorder and/or a Substance Abuse Disorder; or
6. caused by the Insured Person's active participation in a riot, demonstration or any other act which offends the public order; or
7. caused by an intentionally self-inflicted Injury or attempted suicide; or
8. for a condition which We have excluded by name or specific description on the Schedule or by rider; or
9. caused by a Pre-Existing condition (see below).

Pre-Existing Condition Limitation

We will not pay benefits for Total Disability which is caused by a Pre-Existing Condition. A Pre-Existing Condition means a physical Injury or Sickness or other condition which caused the Insured Person, within 36 months prior to the Inception Date:

1. to seek diagnosis, advice, or to consult a Doctor;
2. to receive Doctor's care, medical care, treatment, services or supplies from a Doctor or other licensed or registered health care provider; or
3. to take legally prescribed drugs or medicine.

A Pre-Existing Condition also means a Injury or Sickness, or a physical condition for which, prior to the Inception Date, symptoms existed that would cause an ordinarily prudent person to seek medical attention.

Air Travel Limitation

We will not pay benefits if the Insured Person becomes Totally Disabled while operating, learning to operate or serving as a pilot or crew member of any aircraft. We will not pay benefits if the Insured Person is riding in an aircraft used for crop-dusting, seeding, skywriting, racing, exploration, or any purpose other than transportation.

Key Person

PART 4 - RECURRENT AND CONCURRENT DISABILITY

Recurrent Disability

If, after the end of Total Disability, the Insured Person becomes Totally Disabled again, the later period of Total Disability will be deemed a continuation of the prior period of Total Disability unless:

1. the Insured Person has returned to work full time at his or her occupation and performed all the primary duties of that occupation; and either
2. the later period of Total Disability begins more than 6 months after the end of the prior period of Total Disability; or
3. the new Total Disability is due to a different and unrelated cause,

in which case the later period of Total Disability will be considered a new period of Total Disability for determining a Waiting Period.

In no event will We reimburse the Policyholder for more than the Maximum Policy Benefit or for longer than the Maximum Benefit Period for all periods of Total Disability.

Concurrent Disability

If a Total Disability is caused by more than one Injury or Sickness, or from both, We will reimburse the Policyholder for only one Total Disability. We will not pay:

1. more than one benefit for any period of Total Disability; or
2. longer than the Maximum Benefit Period for any period of Total Disability; or
3. more than the Maximum Policy Benefit for any period of Total Disability.

PART 5 - CLAIMS

Time of Disability

To be eligible for payment under this Policy, all Total Disabilities must start while the Policy is in force.

Written Notice of Claim

Written notice of claim must be given to the Claims Administrator by the Policyholder within 30 days after the date Total Disability starts or disappearance is discovered. If this cannot reasonably be done, then notice of claim must be given as soon as is reasonably possible.

The written notice of claim will be sufficient if it identifies the Policyholder, the Insured Person and the Injury or Sickness and is sent to the Claims Administrator. If you wish to notify Us of a claim or require assistance in presenting your claim you can phone (0844 209 0999) or write to the Claims Administrator at (PO Box 4220, Manchester, M60 3DH).

Claim Forms

After the Claims Administrator receives the written notice of claim, they will send the Policyholder Our proof of Total Disability forms within 15 days. If they do not, the Policyholder will meet the written proof of Disability requirements if the Policyholder sends Us, within the time set forth below, a written statement of the nature and extent of the Total Disability.

Written Proof of Total Disability

Written proof of Total Disability must be sent to the Claims Administrator within 30 days after the end of the Waiting Period. If that is not reasonably possible, the claim will not be affected provided proof is furnished as soon as reasonably possible. The Policyholder must provide the Claims Administrator with written proof within six months of the date it was required.

We and/or the Claims Administrator can also periodically require proof from the Policyholder that the Total Disability is continuing. This proof must be given to Us and/or Our Claims Administrator as often as We and/or the Claims Administrator may reasonably request. Failure to cooperate in the claims process or provide such proof, including submission to a physical examination, may result in loss of benefits.

Physical Examinations

At Our expense, We can have a Doctor of Our choice examine the Insured Person as often as We may reasonably require while the Total Disability claim is pending or continuing. A representative of Ours and/or the Claims Administrator may also conduct a personal interview with the Insured Person as often as We deem it reasonably necessary.

Choice of Doctor

The Insured Person is free to choose any Doctor.

Time of Claims Payment

After We receive satisfactory written proof of Total Disability, and after the applicable Waiting Period, We will reimburse the Policyholder for any Covered Expenses, with the exception of those expenses in Part 2, Benefits Provisions, item number 3 which will be paid at the end of each month.

Payment of Claims

All benefits will be paid to the Policyholder.

Key Person

PART 6 - GENERAL PROVISIONS

Assignment

We will not be bound by an assignment of the Policy.

Loss Payee

At our discretion We may pay the benefits of this Policy to a third party as the Policyholder may direct.

Entire Contract

This Policy is the entire contract between the Policyholder and Us.

Incontestability

We will not be able to reduce or deny any claim for Total Disability which starts after two years from the Date of Issue because the Sickness or physical condition existed before the Inception Date. There is one exception. We will reduce or deny the claim if the Sickness or physical condition is specifically excluded from coverage when the loss occurs.

Law

This Policy shall be governed and construed in accordance with the laws of England and Wales. Each party agrees to submit to the exclusive jurisdiction of the Courts of England and Wales.

Legal Action

No person may bring legal action against Us earlier than 60 days from the date written proof of Total Disability is given to Us. No person may bring legal action more than 3 years from the date. Written proof of Total Disability is required by the Policy.

Additional Conditions

- A. This cover shall be void in the event of misrepresentation in any material circumstance
- B. All benefits under this Policy shall be forfeit in the event of a claim being submitted which is exaggerated or fraudulent
- C. Regardless of any contributory cause(s), this insurance does not cover any claim(s) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

- D. This policy does not cover any loss directly or indirectly caused by or contributed to by or arising from:
 - 1. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - 2. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Equipment Breakdown

Policy Information

(not forming part of the Policy)

Cover under this Policy is underwritten by HSB Engineering Insurance Limited (under Contract Number H1Z101174) and for the purpose of this Policy they are deemed to be the Insurers.

The Equipment Breakdown section detailed below is a section forming part of the Primary General Insurance Limited Policy to which this document is attached.

Details about the Regulator

HSB Engineering Insurance Limited is authorised and regulated by the Financial Services Authority. Their FSA register number is 202738. You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

HSB Engineering Insurance Limited Head and Registered Office is 33 Aldgate High Street, London EC3N 1EN. Registered in England and Wales, number 2396114.

How to Claim

To claim under this Policy, please phone Us on 0844 209 0999 or alternatively send Your claims details To HSB Engineering Insurance Limited, Cairo House, Greenacres Road, Waterhead, Oldham OL3 3JA. (T) 0161 621 5638, (F) 0161 621 5507 or (E) Claims@HSBEIL.com

Definitions

1. **Accident** means direct physical loss as follows:
 - (a) electrical or mechanical Breakdown, including rupture or bursting caused by centrifugal force;
 - (b) artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;
 - (c) Explosion or Collapse of steam boilers, steam pipes, steam engines or steam turbines owned or leased by the Insured, or operated under the Insured's control;
 - (d) loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event (not otherwise excluded) inside such boilers or equipment; or
 - (e) loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event (not otherwise excluded) inside such equipment.
 - (f) operator error
 - (g) damage caused by materials being processedIf an initial Accident causes other Accidents, all will be considered one Accident. All Accidents that are the result of the same event will be considered one Accident.
2. **Breakdown** means:
 - (a) The actual breaking failure distortion or burning out of any part of the Covered Equipment whilst in ordinary use arising from defects in the Covered Equipment causing its sudden stoppage and necessitating repair or replacement before it can resume work.
 - (b) Fracturing of any part of the Covered Equipment by frost when such fracture renders the Covered Equipment inoperative.
 - (c) The actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary.
3. **Collapse** means :

The sudden and dangerous distortion (whether or not attended by rupture) of any part of the Covered Equipment caused by crushing stress by force of steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents).
4. **Computer Equipment** means:

Equipment or Machinery that is electronic, computer or other data processing equipment, including media and peripherals used in conjunction with such equipment.

Equipment Breakdown

5. **Covered Equipment** means:

Equipment or Machinery built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilisation of energy including but not limited to:

- (a) Heating systems and hot water heaters;
- (b) Air circulation, ventilation, air conditioning and non-process refrigeration systems;
- (c) Electrical panels, emergency generators, and electrical distribution systems;
- (d) Security, alarm and sound systems;
- (e) Lifts and escalators;
- (f) Office equipment including personal computers, telephone systems, fax machines, copiers and printers;
- (g) Retail equipment, bar-code scanners, credit and debit card payment systems and cash registers; or
- (h) Forklift trucks at the Premises.

None of the following is Covered Equipment:

- (a) structure, foundation, masonry, brickwork, cabinet, compartment or air supported structure or building;
 - (b) insulating or refractory material;
 - (c) sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system;
 - (d) water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
 - (e) vehicles, aircraft, floating vessels or any equipment mounted on such vehicle (other than vehicle recovery cranes or equipment);
 - (f) mobile plant and equipment (other than fork lift trucks used by the Insured at their premises) dragline, excavation or construction equipment;
 - (g) equipment manufactured by the Insured for sale;
 - (h) tools, dies, cutting edges, crushing surfaces, trailing cables, non metallic linings, driving belts or bands or any part requiring periodic renewal;
 - (i) unless otherwise specified in the Equipment Breakdown section of the Policy Schedule:
 - 1. any Specialised Electronic Equipment, other than Computer Equipment, used for research, medical diagnostic, treatment, experimental or other medical or scientific purposes.
 - 2. any Production or Process Equipment
- Insurers' Liability under 1. and 2. above shall not in total exceed the Limit of Liability shown in the Schedule.

- (j) domestic laundry, kitchen, audio visual and home entertainment equipment when such equipment is used in private living quarters.
- (k) equipment owned by tenants of the Insured.

6. **Explosion** means:

The sudden and violent rending of the Covered Equipment by force of internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents) causing bodily displacement of any part of the Covered Equipment together with forcible ejection of the contents.

7. **Media** means:

All forms of electronic, magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment.

8. **Verified** means:

Checked for accuracy and integrity to ensure a precise match with the source data and capable of restoration

9. **Specialised Electronic Equipment** means:

Any electronic equipment, other than Computer Equipment, used for research, Medical diagnostic, treatment, experimental or other medical or scientific purposes.

The Cover

Subject to all of the provisions stated herein and in the Primary General Insurance Limited Policy (herein called the Policy) of which this Section is part, not in conflict herewith, the Insurers agree to provide insurance for Damage, as defined in the Material Damage or Office Contents or Contents and Business Interruption Sections of the Policy, occurring during the Period of Insurance caused by or resulting from an Accident to Covered Equipment. The Insurers indemnity under this Section is stated in the Material Damage, Business Interruption or Office Contents or Contents or Sections of the Policy Schedule as the Total Sum Insured, subject to a maximum liability of £5,000,000 any one Accident unless otherwise stated in the Equipment Breakdown section of the Policy Schedule.

Equipment Breakdown

Exclusions

The following exclusions are in addition to those in the Policy to which this Section is attached.

1. The Insurers will not be liable for loss or damage caused by or resulting from:
 - (a) a hydrostatic, pneumatic, or gas pressure test of any boiler or pressure vessel; or an insulation breakdown test of any type of electrical equipment;
 - (b) any defect, virus, loss of data (other than as specifically provided for under Extension 2) or other situation within media; or
 - (c) depletion, deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions. But if loss or damage from an Accident results, the Insurers shall be liable for that resulting loss or damage.
 - (d) loss due to solidification, biological activity or spontaneous chemical reaction in the contents of tanks.
2. The Insurers will not be liable for loss or damage recoverable under the maintenance agreement or any warranty or guarantee, or which would be recoverable but for breach of the Insured's obligations under the agreement.
3. With respect to Business Interruption, the Insurers will not be liable for delay in resuming operations due to the need to reconstruct or re-input data or programs on Media.
4. The first £250 (or the Policy excess detailed under the Material Damage or Contents Section of the main Primary General Policy, whichever is the higher) in respect of each and every loss.

Section Extensions

The following Extensions also apply to Damage caused by or resulting from an Accident to Covered Equipment. These Extensions do not provide additional amounts of insurance.

1. Hazardous Substances

The Insurers shall be liable for the additional cost to repair or replace covered property because of contamination by a hazardous substance. This includes the additional expenses to clean up or dispose of such property.
Hazardous substance means any substance other than ammonia that has been declared to be hazardous to health by a governmental agency.
Additional costs mean those beyond what would have been required had no hazardous substance been involved.
The Insurers shall not be liable for more than £10,000 in any one Period of Insurance for loss or damage under this Extension, including, if shown as covered, actual loss of Business Interruption sustained.

2. Computer Equipment, Reinstatement of Data and Increased Costs of Working

- A) The Insurers shall be liable for loss or damage caused by or resulting from an Accident to Computer Equipment.
- B) In addition the Insurers shall be liable for costs incurred in reinstating data lost or damaged in consequence of an Accident to Computer Equipment.
Provided that:
 - (a) liability is limited solely to the cost of reinstating data onto Media;
 - (b) the Insurers shall not be liable for any losses discovered later than six months after the loss was initiated;
 - (c) the liability of the Insurers shall not exceed £25,000 in respect of such costs;

- (d) the Insurers shall not be liable for loss of or damage to software;
 - (e) the Insurers shall not be liable under this Extension 2.B) for costs more specifically described under Extension 2.C)
- C) In addition the Insurers will pay reasonable costs necessarily incurred in minimising or preventing the resulting interruption or interference to the computer operations of the Insured. The total liability of the Insurers in any one Period of Insurance shall not exceed £25,000 in respect of such additional costs.

The Insurers shall not be liable for more than £100,000 in aggregate, in any one Period of Insurance for loss or damage under this Extension, including, if shown as covered, actual loss of Business Interruption sustained.

3. Business Interruption

Liability of the Insurers for loss as described under the Business Interruption section of the Policy that is caused by an Accident to Covered Equipment shall not exceed £30,000 in any one Period of Insurance.

4. Public Authorities/Law or Ordinance

If an Accident to Covered Equipment damages a building that is covered under the Policy; and the loss is increased by enforcement of any public authority, ordinance or law in force at the time of the Accident that regulates the construction or repair of buildings, or establishes zoning or land use requirements, the Insurers shall be liable for the following additional costs to comply with such ordinance or law:

- (a) the Insured's actual expenditures for the cost to demolish and clear the site of undamaged parts.
- (b) the Insured's actual expenditures for increased costs to repair, rebuild or construct the building. If the building is repaired or rebuilt, it must be intended for similar use or occupancy as the current building, unless otherwise required by zoning or land use ordinance or law.
- (c) loss as described under the Business Interruption section of the Policy caused by loss covered in (a) or (b) above.

The Insurers shall not be liable for:

- (a) any fine;
- (b) any liability to a third party;
- (c) any increase in loss due to a hazardous substance (other than as specifically insured under additional Extension 1); or
- (d) increased construction costs until the building is actually repaired or replaced.

This Extension is within and does not increase the Limit of Indemnity shown in the Schedule.

5. Expediting Expenses

With respect to damaged covered property, the Insurers shall be liable for the reasonable extra cost to make temporary repairs and expedite permanent repairs or permanent replacement. The Insurers shall not be liable for more than £20,000 in any one Period of Insurance for loss or damage under this Extension.

6. Hire of Substitute Item

If Covered Equipment is damaged as a result of an Accident the Insurers will also indemnify the Insured against the cost of hire charges actually incurred by the Insured during the Period of Insurance for the necessary hire of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged. The Insurers shall not be liable for more than £5,000 in any one Period of Insurance under this Extension.

Equipment Breakdown

7. Loss of Contents

The insurance under this Section extends to include loss of the contents of oil storage tanks belonging to the Insured or for which the Insured is responsible at the Premises by

- a) leakage discharge or overflow from the oil storage tanks caused by or resulting from an Accident;
- b) contamination of the contents of the oil storage tanks caused by or resulting from an Accident; including cleaning costs incurred as a result of such loss.

This Extension excludes

- 1) loss caused by fire howsoever the fire may have been caused;
- 2) loss resulting from corrosion erosion or wasting;
- 3) contamination of the contents resulting from:
 - a) the natural settling separation or accumulation of fluids or materials constituting the normal contents;
 - b) the deliberate use of fluids or materials in the oil storage for cleaning flushing or similar purposes;
- 4) loss sustained whilst oil storage tanks are in transit between premises;
- 5) costs or expenses arising from pollution or contamination of property not covered by this Extension.

The Insurers shall not be liable for more than £5,000 under this Extension in respect of any one Period of Insurance.

8. Loss Avoidance Measures

Reasonable costs necessarily incurred by the Insured to take exceptional measures to prevent or mitigate impending damage to Covered Equipment as a result of an Accident provided that:

- a) Damage would be reasonably be expected if such measures were not implemented;
- b) the Insurers are satisfied that Damage, Business Interruption has been avoided or mitigated by means of the exceptional measures;
- c) the amount payable will be limited to the cost of Damage which would have otherwise occurred;
- d) the terms conditions and exclusions of this Section and the Policy apply as if Damage has occurred;
- e) if Damage had occurred it would have resulted in a claim that would have been accepted by the Insurers under this Section of the Policy;

The Insurers shall not be liable for more than £5,000 in any one Period of Insurance.

9. Damage to Own Surrounding Property

The Insurers shall be liable for Damage to property belonging to or in the custody and control of the Insured and for which the Insured is responsible directly resulting from Explosion or Collapse of any steam boiler, steam generator, economiser, superheater, steam pipework or steam vessel.

Subject to a maximum liability of £1,000,000 for any one Accident.

Additional Conditions

1. Precautions

The Insured shall exercise due diligence in:

- (a) complying with any statute or order;
- (b) ensuring that insured items are properly maintained and used in accordance with manufacturers recommendations and in taking reasonable precautions to prevent loss or damage.

2. Back Up Records

Notwithstanding anything contained to the contrary in the Policy, the Insured shall maintain a minimum of two generations of verified back-up computer records taken at intervals no less frequently than 48 hours, one copy as a minimum being held off site, and take all reasonable precautions to store and maintain records in accordance with the makers recommendations.

Useful Contact Information

Claims

In the event of any occurrence which may give rise to a claim, please contact your broker or alternatively you can contact us direct on the claims number below.

Office Hours Claims Contact Number

0844 209 0999

Your Views

As part of our 'Putting You First' philosophy we are always looking at ways to improve our products and services and your views on these are extremely important to us. If you would like to give us your feedback you can do so at our website www.primarygeneral.co.uk/yourviews

Other Primary General Policies

In order to find out about other products and services available from Primary General please speak to your broker or visit www.primarygeneral.co.uk

Additional Benefits to Your Policy

Supplementary to the covers available on this Policy we also provide additional services including:

Employment and Health & Safety Support Services

Online support and telephone advice lines are available to guide you through any issues you may have on Employment (HR) and Health & Safety. To benefit from this added service to your Policy please register at www.primarygeneral.co.uk/employment+H&S within 4 weeks of commencement of your Primary General Policy. Alternatively please contact your broker for further details.

Premium Finance Facility

Why not ask your broker how to make use of our premium finance facility, which will enable you to spread your premium payment over 10 months.

Contact

Your local contact will be happy to answer any further questions you have on Primary General.

Belfast

5th Floor
22 Great Victoria Street
Belfast
BT2 7LX
T: 028 9023 6363
F: 028 9023 8787

Birmingham

7th Floor
Embassy House
60 Church Street
Birmingham B3 2DJ
T: 0121 200 7900
F: 0121 200 7901

Glasgow

Suite 2.2
106 Hope Street
Glasgow
G2 6PH
T: 0141 242 6464
F: 0141 248 2071

Harrogate

The Lenz
Hornbeam Park
Harrogate
HG2 8RE
T: 01423 876 027
F: 01423 874 590

London

4th Floor
47 Mark Lane
London
EC3R 7QQ
T: 0207 933 9400
F: 0207 933 9490

Manchester

Suite 7B
Portland Tower
Portland Street
Manchester M1 3LF
T: 0161 237 4260
F: 0161 236 8484

E: info@primarygeneral.co.uk

W: www.primarygeneral.co.uk

Primary General Insurance Limited

Registered in England and Wales. Registered No. 4401961

Registered Office: 76 Shoe Lane, London, EC4A 3JB

Primary General Insurance Limited is authorised and regulated by the Financial Services Authority



**PRIMARY
GENERAL**

PUTTING YOU FIRST