

# Employers' Liability Insurance Policy Wording

This insurance is arranged and administered by Suited and underwritten by the **Insurer**, Admiral Business, a trading name of Able Insurance Services Limited, on behalf of Admiral Insurance (Gibraltar) Limited.

Suited is a trading name of Suited Insure Ltd, registered in England and Wales under company number 13736179. Suited Insure Ltd. is an Appointed Representative of Innovative Risk Labs Ltd., which is authorised and regulated by the Financial Conduct Authority, FCA Registration 609155.

## OUR AGREEMENT WITH YOU

Thank **You** for choosing an Admiral Business insurance **Policy**.

In return for **You** paying the appropriate **Premium** and complying with the terms and conditions of the **Policy**, **We** agree to cover **You** in accordance with the terms of the **Policy**.

## ABOUT YOUR POLICY DOCUMENTS

**Your Policy** is made up of:

1. General Terms and Conditions (within this document) that detail the contractual insurance relationship between **You** and **us**.
2. A '**Policy Schedule**' which is where **You** will find the active sections of the **Policy** that **You** have purchased along with the limits of **Our** cover and any **Excess** or **Endorsements** that detail changes to the standard terms of the **Policy** that are specific to **Your** cover.

3. A '**Policy Wording**' (this document) that will give **You** a greater understanding of the cover that **You** have bought and will also include some general limits and **Excess**.
4. 'Statement of Fact' (within the **Policy Schedule**)

These documents (whether physical or electronic) form the contract between **You** and **Us**. Please keep them in a safe place.

## ABOUT YOUR POLICY

1. This **Policy** provides **You** with Employers' Liability insurance cover on a monthly basis in accordance with the terms and conditions below.
2. **Your** cover under this **Policy** will commence on the **Start Date**. Provided that **You** continue to pay the **Premium**, the **Policy** will continue to provide cover on a monthly basis, unless **You** cancel the **Policy** or ask **Us** to cancel the **Policy** on **Your** behalf.
3. When **You** first arrange cover with **Us**, **You** will pay the first **Premium** on the **day** cover is arranged which may be earlier than the **Start Date**. Where **You** are issued a new **Policy** after **Your** cover needs change **You** will pay the first **Premium** on the **Start Date**. In both cases **You** will after that first payment pay **Premium** on each following **Due Date**. The **Premium** is non-refundable, except as more fully provided in the terms and conditions of this **Policy**.
4. **You** can cancel **Your Policy** at any time and **You** will continue to have cover under the **Policy** (in accordance with its terms and conditions) until the end of the month for which **You** have paid the **Premium** except where **We** issue a new **Policy** upon cancellation.

## DATA PROTECTION STATEMENT

To view **Our** data protection policy, please click on the following link: [Privacy and Security Policy - Admiral](#)

## IMPORTANT NOTES

### Fraud prevention and detection

In order to prevent and detect fraud **We** may at any time:

- check **Your** personal data against counter fraud systems.
- use **Your** information to search against various publicly available and third-party resources.
- use industry fraud tools including undertaking credit searches and to review **Your** claims history.
- share information about **You** with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If **You** provide false or inaccurate information and fraud is identified, the matter will be investigated, and appropriate action taken. This may result in **Your** case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. **You** may face fines or criminal prosecution. In addition, **We** may register **You** name on the Insurance Fraud Register, an industry-wide fraud database.

### Claims history

**We** may pass information relating to **Claims** or potential **Claims** to the **Claims** and Underwriting Exchange Register (CUE), where the data is controlled by the Motor Insurers' Bureau, and other relevant databases. **We** and other insurers may search these databases when **You** apply for insurance, when **Claims** or potential **Claims** are notified to **Us** or at time of **Policy** review to validate **Your Claims** history or that of any other person likely to be involved in the **Policy** or **Claims**. This helps to check information provided and prevent fraudulent **Claims**.

## DEFINITIONS

### **Bodily Injury**

Death, physical injury, illness, disease, or mental injury.

### **Business**

The insured activities as shown in the **Schedule**.

### **Circumstance**

**Circumstance** means an incident, occurrence, dispute, fact, **Matter**, act, or omission that is likely to give rise to a **Claim**.

### **Claim**

**Claim** means: The receipt by **You** of any written or verbal notice of demand for compensation made by a third party against **You**; or

Any written statement of **Claim**, **Claim** form, summons, application or other originating legal or arbitral process whether civil or criminal, cross **Claim**, counter **Claim** or third-party or similar-party notice served upon **You**; or

Any notice of intention, whether orally or in writing, to commence legal proceedings against **You**.

### **Company**

**Company** means the **Company** stated in the **Schedule** and shall include all **Subsidiary Companies**.

### **Computer System**

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any system or any configuration of the aforementioned and including any associated input, output, **Data** storage device, networking equipment or back up facility.

### **Data**

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

## Date of Occurrence

**Date of Occurrence** means:

For civil cases, the date of the event that leads to a **Claim**. If there is more than one event arising at different times from the same originating event, the **Date of Occurrence** is the date of the first of these events. This is the date the event happened, which may be before the date **You** first became aware of it;

For proceedings for a criminal offence, the date the insured began, or is alleged to have begun, to break the law.

## Defence Costs

Legal costs and expenses, including the cost of expert witnesses, incurred with **Our** prior agreement for investigating and defending a covered claim against **You**. This does not include **Your** own overheads, including salaries and expenses.

## Documents

**Documents** means deeds, wills, written agreements, maps, plans, books, letters, policies, certificates, forms and **Documents** of any nature whatsoever, whether written, printed or reproduced by any method, but shall not include **Data**, currency, cryptocurrency, bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.

## Due Date

The date on which the **Premium** is due and charged for the **Policy** each month, which after the **Start Date** shall be the same date each subsequent calendar month as the **Start Date** or if there is no date in the relevant subsequent calendar month corresponding to the **Start Date**, the last day of such calendar month.

## Employee

**'Employee'** means anyone who is, or was at the time of any act, incident or event:

1. Under a contract of service or apprenticeship with **You**;
2. Hired to or borrowed by **You**;
3. Engaged in connection with a work experience or training scheme;
4. A labour master or person supplied by such labour master;

5. A self-employed person working on a labour only basis under **Your** direct control or supervision; or
6. A voluntary helper, whilst working for **You** in the course of the **Business**.

### Endorsement

Any agreed alteration to the terms of the **Policy**, shown on the **Schedule**.

### Excess

**Excess** means the first amount specified in the **Schedule** payable by **You** in respect of each and every **Claim** or **Circumstance** as ascertained after the application of all other terms and conditions of this **Policy**. The **Excess** will be applied to **Defence Costs**, fees and expenses (unless expressly stated otherwise in the **Schedule**).

### Insurer/We/Our/Us means:

Admiral Business, a trading name of Able Insurance Services Limited, on behalf of Admiral Insurance (Gibraltar) Limited.

### Limit of Cover

The amount shown as the '**Limit of Cover**' on the **Schedule**, which is the most **We** will pay for the corresponding **Claim**.

### Matter

**Matter** means any **Data**, text, sounds, images or similar content disseminated, including but not limited to the content of **Your** email, intranet, extranet, website, bulletin board, chat room or other on-line discussion or information forum, and the marketing and advertising of **Your Business** services.

### Member

**Member** mean any **Member** of a limited liability partnership, including without limitation a designated **Member**, save that any such **Member** shall only be an insured for the purposes of this **Policy** if and insofar as any **Claim** arises out of their conduct in relation to the **Business**.

### Offshore

From the time an **Employee** boards a form of transport for departure to an **offshore** installation, rig or platform, until they disembark on their return from such installation, rig or platform.

### Period of Insurance

The period of time for which this **Policy** provides cover, commencing on the **Start Date** and continuing for as long as cover is extended on a monthly basis and until the last day of the period for which **You** have paid the **Premium**.

### Policy

**Policy** means this document, the **Schedule** (including any **Schedule** issued in substitution) and any **Endorsements** attaching to this document or the **Schedule**.

### Premises

The address or addresses shown on the **Schedule** that **You** supplied to **Us** as the address where **You** run **Your Business** from.

### Premium

The monthly amount **You** pay for cover as specified in the **Schedule**.

### Principal

Any person, firm or **Company You** have entered into a contract or agreement with to do work for, or to provide services for, in connection with **Your Business**.

### Property

Physical **Property**. **Property** does not include **Data** held on any **Computer System** or media.

### Schedule

**Schedule** means the document titled **Schedule** that includes **Your** name and address, details of the **Premium** and other variables to this **Policy** (including **Endorsement** clauses) and is incorporated in this **Policy** that **You** have accepted. The **Schedule** may be re-issued from time to time whereupon each successor overrides the earlier document.

### Section

**Section** means any part of this **Policy** numbered and described as a **Section**.

## Subsidiary Company

**Subsidiary Company** means:

8.32.1 any **Company** in respect of which **You** (either directly or indirectly through one or more of **Your** subsidiary companies):

1. control the composition of the board of directors; or
2. control more than half the voting power at a general meeting of shareholders; or
3. hold more than half of the issued share capital (regardless of class of share);

Any **Company** as defined above (other than any **Company** part of whose issued share capital is offered to the public or otherwise traded on a recognised exchange in North America) which is acquired or created on or subsequent to the inception date of this **Policy** and of which the total assets do not exceed the amount stated on the **Schedule**.

Any other **Company** that **We** have given prior written consent to for its inclusion as a **Subsidiary Company** under this **Policy**.

## Start Date

The date and where applicable time stated in the **Schedule** upon which **Your** cover begins following **Your** acceptance of **Our** terms and conditions and payment of the **Premium**.

## Territorial Limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man unless it is agreed otherwise and specified in the **Schedule**.

## United Kingdom

**United Kingdom** means Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

## You/Your

1. The person or entity shown on the '**Policy Schedule**' as 'The insured;' and
2. Anyone else within the definition of '**You/Your**' in any **Section** of the **Policy**.

'**You/Your**' is extended to include any:

1. Director or **Employee** of **Yours**;



2. Officer, committee **Member** or **Member** or **Your** canteen, sports, social or welfare organisation, or **Your** fire, security, first aid, medical or ambulance services whilst acting in such capacity;
3. Any director or senior official of **Yours** in relation to private work undertaken for them by an **Employee**; or
4. Personal legal representative of anyone above, in the event of that person's death, but only to the extent of the deceased individual's liability.

## WHAT WE COVER

This **Policy** provides cover for **Claims** against **'You** arising from **Bodily Injury** to your **Employees**.

Cover under this **Policy** is provided on an 'occurrence' basis. This means it covers **Claims** arising from incidents occurring during the **Period of Insurance**, regardless of when the **Claim** is brought against **You**.

### **Compulsory Insurance**

The cover under this **Section** of the **Policy** is intended to comply with any laws and regulations relating to the compulsory insurance of liability to **Employees** in the country within the **Territorial Limits** where **You** are based. **You** must repay to **Us** any amounts **We** pay which **We** would not have had to pay other than as a result of the compulsory insurance laws and regulations.

Where shown on the **Schedule**, **We** provide the following cover up to the corresponding **Limit of Cover**.

#### CLAIMS FOR BODILY INJURY TO EMPLOYEES

**We** will cover **You** against compensation payable by **You** as a result of a **Claim** brought against **You** for **Bodily Injury** to an **Employee** occurring during the **Period of Insurance**

1. Within the **Territorial Limits**; or
2. While an **Employee** resident within the **Territorial Limits** is temporarily employed in the European Union, in connection with the **Business** conducted by **You** from **Premises** within the **Territorial Limits**.

## ADDITIONAL COVER

**We** will also provide the additional covers shown below, up to the corresponding **Limit of Cover**.

### UNSATISFIED COURT AWARDS

If an **Employee**, or the personal representative of any **Employee**, has obtained a judgment for damages in respect of **Bodily Injury** sustained by the **Employee** and the judgment has not been paid in full 6 months after the date of judgment, then **We** will pay any outstanding amounts to the **Employee** or their personal representative if **You** ask **Us** to.

**We** will only make payment if:

- a. The **Bodily Injury** was suffered by the **Employee**:
  - i. during the **Period of Insurance**; and
  - ii. in the course of their employment with **You** in connection with the **Business**;
- b. The judgment:
  - i. was awarded in a court in the **Territorial Limits**; and
  - ii. Is not subject to an appeal; and
  - iii. The **Employee** or their personal representative assigns the judgment debt to **Us**.

### CROSS LIABILITIES

Where more than one person or entity is covered under this **Section**, **We** will insure each as if a separate **Policy** had been issued to each of them. However, this will not increase the amount **We** pay overall in the event of a **Claim**.

### LEGAL COSTS

For any **Claim** covered under this **Section**, **We** will pay:

- a. **Your** liability for the claimant's legal costs and expenses; and
- b. **Defence Costs**.

## COURT ATTENDANCE COSTS

**We** will pay **You** compensation in the event that the legal advisers acting on **Your** behalf require any **Insured**, any **Employee** or any other relevant party (not including expert witnesses), to attend court or any arbitration or adjudication hearing as a witness of fact in connection with a covered **Claim** made against **You**, and **You** first seek **Our** prior written consent, at the following rates for each day or part thereof on which attendance is required:

- a. any **Principal** partner, **Member** or director of the **Insured**: £250,
- b. any **Employee**: £150,
- c. other relevant party: up to £150.

provided that the amount **We** shall pay under this **Section** shall not exceed £5,000 any one **Claim**.

## HEALTH AND SAFETY DEFENCE COSTS

**We** will cover **You** against **Defence Costs** for:

- a. Representation at any Coroner's inquest or fatal accident inquiry in respect of any death;
- b. Defending any criminal prosecution alleging breach of duty, including any prosecution under:
  - Health and Safety at Work etc. Act 1974; or
  - Health and Safety at Work (Northern Ireland) Order 1978; or
- c. Defending any criminal prosecution alleging manslaughter, corporate manslaughter or corporate homicide, in relation to any incident that could
- d. result in a covered **Claim** under this **Section** of the **Policy**. **We** will also pay any recoverable prosecution costs and the costs incurred with **Our** prior agreement to appeal.

However, **We** do not cover:

- i. Any actual or alleged act, omission or incident, unless committed during the **Period of Insurance**;
- ii. Proceedings arising from any deliberate act or omission by **You**;

- iii. Compensation ordered or awarded by any court of criminal jurisdiction;
- iv. Costs and expenses in connection with any inquest or inquiry or the defence of any criminal proceedings brought in any country outside the **Territorial Limits**;
- v. Costs and expenses where cover is available from any other source or is provided by any other insurance or where, but for the existence of this **Policy**, cover would have been provided by such other source or insurance
- vi. Any incident if **Bodily Injury** has not occurred; or
- vii. Costs under c. Above after any connected civil **Claim** has been resolved.

#### INJURY TO WORKING PARTNERS

If **You** are a working partner, **We** will cover **You** under this **Section** as if **You** were an **Employee** if:

- a. **You** suffer a **Bodily Injury** while working in connection with the **Business** during the **Period of Insurance**;
- b. The **Bodily Injury** is caused by another partner or **Employee** while working in connection with the **Business**; and
- c. **You** have a valid **Claim** for negligence against the other partner or **Employee**.

## WHAT WE DO NOT COVER

**We** do not cover liability:

### MOTOR VEHICLES

For **Bodily Injury** suffered by an **Employee** whilst:

1. In or on; or
2. Entering or getting onto or alighting from a vehicle for which insurance or security is required under any law relating to the compulsory insurance of motor vehicles, or where **You** are entitled to cover under any other insurance.

### OFFSHORE

For **Bodily Injury** suffered **Offshore**.

### FINES AND PENALTIES

For:

- a. Fines or penalties;
- b. Costs of appeal against any improvement or prohibition notices;
- c. Fees for intervention payable under the Health and Safety Fees (Regulations) 2012;
- d. Compensation ordered or awarded by a Court of Criminal Jurisdiction; or
- e. Liquidated, punitive, aggravated, exemplary or multiplied damages awarded by any court outside the **Territorial Limits**.

### OTHER INSURANCE

That would be covered under any other insurance if this **Policy** did not exist. This does not apply to any amount over the amount that would have been payable under the other insurance if this **Policy** did not exist.

## GENERAL CONDITIONS

The following conditions apply to all **Claims** and losses under the **Policy**.

### PRESENTATION OF THE RISK

Before any cover under this **Policy** can start or whenever changes are made to it, **You** must provide **Us** with a 'fair presentation of the risk' to be insured.

The presentation must:

- a. Include all material facts which are known, or ought to be known, by **You, Your** senior management or anyone arranging the **Policy** on **Your** behalf.
- b. be made following a reasonable search; and
- c. be reasonably clear and accessible.

This is the information that **We** have taken from **You** during the quotation process and any subsequent communication that **We** had where **We** have needed to clarify points, either on the phone or via emails.

### FAILURE WHEN PRESENTING THE RISK WHICH IS DELIBERATE OR RECKLESS

If **You** deliberately or recklessly fail to comply with the obligation under presentation of the risk above, **We** can avoid the **Policy**. **We** will be entitled to:

- a. Refuse to cover any **Claim** under the **Policy** and treat it as if it never came into existence.
- b. Require **You** to repay all payments already made by **Us** under the **Policy**; and
- c. Keep any **Premium** payments **You** have made.

### FAILURE WHEN PRESENTING THE RISK WHICH IS NEITHER DELIBERATE NOR RECKLESS

If **You** fail to comply with the obligation under Presentation of the risk above, but the failure was neither deliberate nor reckless, **Our** rights will depend upon what would have happened if **You** had provided a fair presentation.

If **We** would have:

- a. Refused to insure **You**, **We** can avoid the **Policy**. This means **We** will have the rights under a. and b. above, although **We** will return any **Premium** payments **You** have made.
- b. Insured **You**, but the terms of the **Policy** would have been different, the **Policy** will remain in force as if those alternative terms had applied since the start of the **Period of Insurance**. This does not apply to anything that only affects the **Premium**; or
- c. Insured **You**, but charged a higher **Premium**, the amount **We** pay for any **Claim** under the **Policy** will be proportionately reduced or **We** will require any additional **Premium** to be paid by **You** prior to settling the **Claim**, by reference to the difference between the **Premium** charged and the **Premium We** would have charged if **You** had provided a fair presentation.

**We** will apply the following calculation to any proportionate reduction:

(**Premium We** would have charged, minus actual **Premium** charged) X amount of the **Claim**. Please note that both b. and c. above can apply at the same time.

#### CHANGE OF RISK

If during the **Period of Insurance** there are any material changes or additions to the information contained in the presentation of the risk, **You** must let Suited know as soon as possible.

- a. **You** may, with immediate effect, seek to replace this **Policy** with a new **Policy** by processing the required change in cover through the use of the on-line customer portal provided by, or by contacting, Suited.
- b. If **Your** request is accepted, this **Policy** shall be cancelled at the time the request is processed and a new **Policy** may be issued.
- c. **We** may cancel the **Policy** with effect from the date of the material changes or additions. if the new information that **You** have provided to **Us** means that **We** would not offer an insurance quote. **We** do not cover any changes to the **Business** unless **You** have told **Us** about them, and **We** have agreed to provide cover.
- d. Where **We** cancel this **Policy** on that basis above **You** shall be entitled to a pro rata refund of **Premium** for the unexpired period of cover under this **Policy**.



## PRECAUTIONS

**You** must at **Your** expense:

- a. Take all reasonable precautions to prevent or minimise the likelihood of any act, incident or event that could lead to a **Claim** under this **Policy**.
- b. Exercise reasonable care in the selection of **Employees** and give them adequate resources and training to maintain a sufficient level of competence to fulfil their duties.
- c. Comply with all relevant legal requirements, and other regulations relating to the people.
- d. Take all reasonable precautions to prevent unauthorised use of or access to **Your** records, **Computer System** and website; and
- e. Ensure all **Data** is backed up.

**We** do not cover any **Claim**, loss or liability arising while **You** are not in full compliance with these conditions. However, **We** will still cover **You** if **You** can prove that **Your** failure could not have increased the risk of the **Claim** or loss arising.

## PREMIUM PAYMENT

- a. **You** must pay the **Premium** by the **Due Date**,
- b. If **You** do not pay the **Premium** in accordance with clause a.:
  - i. **We** will not make any payment under the **Policy**.
  - ii. **We** will automatically cancel the **Policy** so that cover will cease at the end of the monthly period for which **You** have paid the **Premium**.
- c. If **you** do not pay the **Premium** in accordance with clause a. but **you** pay **Us** the overdue **Premium** within 14 days from the **Due Date**, **We** will reinstate **Your Policy** so that there is no interruption in **Your** cover.

## POLICY REVIEW

Irrespective of the other provisions in this **Policy**:

- a. **We** will review the terms and conditions of the **Policy**, including the **Premium**, periodically and every twelve months, and **We** reserve the right to change the **Premium** and the terms and conditions.

- b. If **We** make a change(s) **We** will give **You** a minimum of 28 days notice and issue a new **Policy** for the next **Period of Insurance**, which will be made available to **You** through the Suited online customer portal.
- c. **You** are under no obligation to accept those changes and may cancel **Your Policy** prior to those changes taking effect. The **Policy** will expire at the end of the calendar month for which **You** have paid for cover.

#### CANCELLATION BY YOU

- a. **You** may cancel this **Policy** at any time by processing the required change in cover through the use of the on-line customer portal provided by, or by contacting, Suited.
- b. If **You** request a cancellation, **Your Policy** will expire on the last day of the monthly period for which **You** have paid the **Premium**.
- c. The **Premium You** have paid is not refundable.

#### CANCELLATION BY US

**We** can cancel the **Policy** at any time by giving **You** 30 days' notice in writing or by email after **We** have tried to contact **You** by email or phone. Where **You** have failed to pay **Your Premium**, or any instalment of the **Premium**, this period is reduced to 7 days. If **You** pay by instalments and **You** fail to pay after the 7 days' notice period, cancellation will take effect from the date the instalment was due to be paid and **You** will have no cover under this **Policy** for the period after that date. **We** will return any **Premium You** have paid that relates to any period after the date the cancellation takes effect.

#### RIGHTS OF THIRD PARTIES

Save as provided by this **Policy**, no one who is not a party to the **Policy** has any right to enforce its terms under the Contracts (Rights of Third Parties) Act 1999, which would not exist other than under the Act.

#### INTERESTS OF THIRD PARTIES

Where **You** are required under any mortgage, lease, hire or hire purchase agreement to include the interest of any third party under this **Policy**, **We** will note the interest of such third party provided **You** tell **Us** about their interest as soon as possible.

#### GOVERNING LAW AND JURISDICTION

Unless it is agreed otherwise and specified in the **Schedule**, **We** will only cover **Claims** brought against **You** in the courts of the **United Kingdom**.

Any legal proceedings between **You** and **Us** in connection to this **Policy** will only take place in the courts of the **United Kingdom**.

#### ARBITRATION

If there is a dispute between **You** and **Us** as to the amount to be paid if there is a **Claim** (where **We** agree the **Claim** is covered), the dispute will be referred to a single arbitrator, who shall be appointed in accordance with the relevant statutory provisions in place at the time. **You** cannot commence legal proceedings against **Us** unless an arbitrator has been appointed and has made an award in accordance with this condition.

#### SUSPENSION OF COVER

In respect of any cover under Additional Covers, Health and Safety **Defence Costs**, **We** may:

- a. At any reasonable time inspect any **Premises** or other relevant **Property**; and
- b. In the event of any defect or danger being identified, give written notice to

**You** that **Our** liability is suspended in respect of any incident that may arise from any such defect or danger.

#### APPOINTMENT OF INDEPENDENT SERVICE PROVIDER

For **Claims** under Additional Covers, Health and Safety defence costs, **We** will pass the **Claim** to a service provider to administer the **Claims** settlement on **Our** behalf, under the terms of **Our** agreement with them.

## CLAIMS CONDITIONS AND PROCEDURE

If **You** need to make a **Claim** under the **Policy**, the following **Claims** Conditions apply if shown as insured in the **Schedule**.

### CLAIMS NOTIFICATION

#### How to Report a **Claim**

If **You** need to report a **Claim**, please either:

1. Complete and return the relevant claims form at [www.admiralbusiness.com/make-a-claim](http://www.admiralbusiness.com/make-a-claim).
2. Email **Your Claim** details to [claims@admiralbusiness.com](mailto:claims@admiralbusiness.com).
3. Call 020 3808 7099 to report **Your Claim**.

**You** must report any **Claim** you wish to bring under this **Policy**, any **Claim** made against **You**, or any incident or act that could result in a **Claim**, as soon as reasonably possible, and in any case, within 14 days of becoming aware of the event. If **You** fail to report the **Claim** within this timeframe, it may not be covered under this **Policy**.

### INFORMATION

**You** must let **Us** have at **Your** expense, any information and assistance that **We** reasonably require in relation to any **Claim** under the **Policy**.

### NO ADMISSIONS

In respect of any **Claim** against **You**, **We** will not make any payment if **You** make any admission of liability, payment, offer of settlement or incur any costs or expenses without **Our** prior written agreement.

### RECOVERIES

**You** must give **Us** all information and assistance **We** reasonably require to pursue a recovery against any third party of any payment **We** have made under the **Policy**. **We** will not exercise any right of recovery against **Your** partners, directors, executive officers or **Employees**, unless the **Claim** or loss arose as a result of, or was contributed to by, that person's dishonest, malicious, fraudulent or criminal act or omission.

## DEFENCE OF CLAIMS

For any **Claim** against **You** that is covered under the **Policy**, **We** have the right to:

- a. Conduct the defence of the **Claim**.
- b. Instruct legal advisors or other suitable experts; and
- c. Agree a settlement of the **Claim**.

## MAXIMUM PAYMENT

The most **We** will pay for any **Claim** under the **Policy** is the amount of cover shown in that **Section** or **Limit of Cover** shown on the **Schedule**. **We** can pay **You** such maximum amount (or the balance after any previous payments have been taken into account) at any time. If **We** make such a payment, **We** will have no further involvement in that **Claim** or loss, including in the defence of any **Claim**.

## VALUE ADDED TAX

Where **You** are accountable to tax authorities for any Value Added Tax (VAT), any payment **We** make under this **Policy** will not include such tax.

## NON-COMPLIANCE WITH CONDITIONS

Unless a more specific solution is set out, if **You** fail to comply with any condition within this **Policy**, **We** will reduce the amount **We** pay to reflect the extent to which the loss or **Bodily Injury** has increased as a result of **Your** failure to comply with the condition.

## LEGAL REPRESENTATIVE APPOINTED BY US

Neither **You** or **Us** will be required to contest any legal proceedings unless a legal representative appointed by **Us** advises that taking such action has a reasonable prospect of success, taking into consideration the economics of the **Matter**, the damages and costs which are likely to be recovered by the claimant, the likely costs and the prospects of **You** successfully defending the **Claim**.

## FRAUDULENT CLAIMS

**We** won't pay for any **Claim** if **You** or anyone acting on **Your** behalf:

- a. Makes a fraudulent **Claim**.
- b. Makes a false declaration or statement in support of a **Claim**
- c. Puts a fraudulent device forward in support of a **Claim**

**We:**

- d. Are not liable to pay the **Claim**;
- e. May recover any part of the **Claim** already paid from the relevant Insured; and
- f. May by notice to **You** under this **Policy** as having been terminated with effect from the time of the first fraudulent act, in which case **We** are not liable to that Insured in respect of a relevant event occurring after that time and may retain any **Premium**.

These remedies shall not be available against any other person or entity Insured under this **Policy** that was not implicated in the fraud.

## COMPLAINTS PROCEDURE

### COMPLAINTS & ENQUIRIES

**We** are fully committed to giving **You** a first-class level of service. But if **You** ever feel like **We** have fallen short of the mark, please address **Your** concerns or complaints to:

**Complaint Manager,  
Admiral Business  
Able Insurance Services Limited,  
Ty Admiral, David Street,  
Cardiff, United Kingdom,  
CF10 2EH  
Tel: 02038087099  
Email: [complaints@admiralbusiness.com](mailto:complaints@admiralbusiness.com)**

If **We** have given **You Our** final response but **You** are still unhappy, or more than 8 weeks have passed since **We** received **Your** original complaint, **You** may be eligible to refer **Your** complaint to the Financial Ombudsman Service (FOS). Here are their details:

**The Financial Ombudsman,  
Service Exchange Tower  
London E14 9SR  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
Tel: 0800 0 234 567 or: 0300 123 9 123  
Email: [complaint.info@financialombudsman.org.uk](mailto:complaint.info@financialombudsman.org.uk)**

### FINANCIAL SERVICES COMPENSATION SCHEME

**You** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if **We** cannot meet **Our** obligations under the Policy, depending on the type of business and the **Circumstances** of the **Claim**. For compulsory classes of insurance and professional indemnity, the advising and arranging of insurance is covered for 100% of the **Claim**. For other classes of insurance, the advising and arranging of insurance is covered for 90% of the **Claim**. There is no upper limit in either case.



**You** can contact the Financial Services Compensation Scheme using the details below:

**Financial Services Compensation Scheme**

**10th Floor Beaufort House**

**15 St Botolph Street**

**London, EC3A 7QU**

[enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

0800 678 1100 or 020 7741 4100

[www.fscs.org.uk](http://www.fscs.org.uk)