



CHINA TAIPING INSURANCE (UK) CO LTD



**COMMERCIAL COMBINED
POLICY
OVERVIEW**



History

You are in good hands.

China Taiping Insurance (UK) Company Limited received its trading license in 1983 and commenced underwriting business on 1 October 1985, it is a member of the ABI.

Since China Taiping UK began trading, it has established a prominent business stature within the Chinese community as well as in the UK's society in general and we have more than 30 years of experience in underwriting.

We are committed to delivering an excellent and sincere customer service so we can give you the peace of mind you deserve.

We are authorised by the Prudential Regulation Authority and Regulated by the Financial Conduct Authority and Prudential Regulation Authority in the UK no. 202690.

China Taiping UK strictly adheres to the principals of prudent business underwriting and we transact business with the concept of 'Diligent Management and Sincere Service' in mind.

We have expert technical underwriters that fully understand your trade and your challenges as a business owner so we are confident that we can protect your business against the insured risks and give you the peace of mind you need.

We also have an excellent professionally trained in-house claims team who understand your needs and will diligently and sincerely listen to you so as to provide you with the best solutions to get your business back on track as soon as possible after a loss.

Your Policy is built of different parts that we advise you read carefully so as to understand all terms and conditions and also to check that all details are correct and relevant as they form the basis of your contract with us including this Proposal Form.

Please ensure that you contact us or your insurance adviser as appropriate as soon as reasonably possible if you think that there are amendments to be made or new circumstances that would affect your insurance.

If you would like to find out more about us please visit our website at:
www.uk.cntaiping.com



For better or for 'Insured'



This is a policy overview and does not contain the full terms and conditions of the cover, which can be found in the policy document. Some of the covers will only apply if you have chosen to take the option selected. Your quote schedule will show the options selected and the sums insured. You must make a fair presentation of the risk at inception, renewal and variation of the Policy. You must tell us as soon as you can about any claim or incident that may lead to a claim. You or anyone claiming under this policy must not admit fault or responsibility, or pay, offer or agree to pay any money or settle any claim without our permission.

Please do pay particular attention to the Policy Endorsements on pages 19 - 23 of the Policy, relating to your obligations under this Policy.

What is the Commercial Combined Policy?

Commercial Combined is designed to cover the main insurance needs of a business and it will cover you for 12 months and is annually renewable. Start and end dates of the Policy are detailed in the Policy Schedule. All respects of the Policy including negotiation and performance are subject English law and the decisions of English courts.

What if you want to cancel your policy?

You may cancel your policy at any time by advising your insurance intermediary in writing.

If you change your mind about taking out this insurance, you may cancel within 14 days of inception or renewal, and you will receive a full refund of the premium paid, provided there have been no claims notified or paid.

For any cancellation after 14 days by a consumer customer, or cancellation at any time by a customer who is not a consumer, provided there have been no claims notified or paid, we will refund a pro-rata proportion of the paid premium, less any appropriate administration charge.

Full details are contained in your policy wording.

How can you make a Claim?

If you need to notify a claim or any circumstances that may give rise to a claim, you should contact your insurance adviser in the first instance. Alternatively, you may contact us as follows:

Claims Department
China Taiping Insurance (UK) Company Ltd
2 Finch Lane
London
EC3V 3NA
Telephone: 0207 839 1888
Fax: 0207 621 1202
Email: newclaims@uk.cntaiping.com

How do I make a complaint?

We make every effort to deliver a high-quality service to our policyholders. If you wish to make a complaint you should contact:

The Compliance Officer
China Taiping Insurance (UK) Company Ltd
2 Finch Lane
London
EC3V 3NA
Telephone: 0207 839 1888
Fax: 0207 621 1202
Email: compliance@uk.cntaiping.com

More information on how we deal with complaints can be found on the policy wording. If we are unable to resolve the complaint, we will provide details of the Financial Ombudsman Service, which offers free independent advice on complaints solutions.

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London, E14 9SR
Tel: 0800 023 4567 or 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

What happens if we were unable to meet our obligations?

China Taiping Insurance (UK) Company Ltd contributes to the Financial Services Compensation Scheme (FSCS) so you may be entitled to compensation if we were unable to meet our obligations.

Further information about the compensation scheme is available at www.fscs.org.uk or by calling the FSCS on 0800 6781100 or 020 7741 4100.



OPTIONAL COVERS

• Section 1 – Material Damage

Main Benefits:

- ✓ All Risks cover including damage to or loss of Buildings, Contents and/or Stock including Theft cover and Subsidence, Tenants Improvements, Trade Contents, Glass, including boarding up costs and Sanitaryware breakage, Computer & Electronic Equipment.
- ✓ Sums Insured are index linked to protect against effects of inflation. Day One Reinstatement basis is available as an option.
- ✓ Capital Additions up to 10% or £1,000,000 whichever is the less.
- ✓ Contract Price Extension for damaged stock sold but not yet delivered.
- ✓ Cost of Metered Utilities Extension up to £25,000 any one period of insurance.
- ✓ Damage to Landscape Gardens up to £25,000 any one period of insurance.
- ✓ Debris Removal Costs included.
- ✓ Exhibitions Extension for property being exhibited up to £20,000.
- ✓ Fire Extinguishing Expenses included up to £10,000.
- ✓ Up to 2 years of ground rent (max 10% of Buildings sum insured) if the Buildings become uninhabitable.
- ✓ Cost of Professional Fees incurred by you in reinstating your property are included up to the total sum insured for each item.
- ✓ Unauthorised use of utility supplies up to £10,000.
- ✓ Costs of replacing locks are included up to £25,000.
- ✓ Seasonal Stock Increase by 25% during the months of November, December and 30 days prior to Easter Sunday up to £250,000.
- ✓ Any property whilst temporarily removed up to 10% of the sum insured and computer systems records up to £5,000.
- ✓ Costs to trace and access the source of damage from escape of water or oil are included up to £25,000.
- ✓ Damage to Buildings following theft up to £25,000.
- ✓ Sprinkler Leakage Extension available on request.

Main Exclusions:

- Frost, gradual deterioration, weight of snow, inbuilt defect, defective workmanship, wear and tear and changes in temperature.
- Shortage, disappearance or deception and theft unless by forcible and violent entry to or exit from the premises.
- Scratching and/or chipping of glass or Sanitaryware.
- Water damage to Stock unless stored 10 centimeters from the ground.
- Property in the Open or open sided structures, fences and gates.
- Rot, mildew, rust, corrosion, insects, woodworm and vermin.
- Mechanical breakdown, failure, derangement and depreciation.
- Computer virus.
- Disappearance or deception.
- Self-ignition of apparatus.
- Machinery requiring statutory inspection and steam pressure apparatus.
- Unoccupied Buildings for theft, escape of water and malicious damage.
- Property undergoing any process or treatment or under development.
- Damage to jewellery, furs, money, livestock, growing crops or trees, bullion and explosives.
- The first £1,000 of each and every claim for Subsidence damage.
- The first £100 of claims for damage to personal effects and mobile phones.
- The first £250 of any other claim.

Main Conditions:

- Fixed Electrical Installation Inspection Condition at least once every 5 years.
- Minimum Security and Unoccupied Property Conditions.
- Portable Heaters Condition.
- Fork Lift Truck Charging and Waste Management Conditions.

OPTIONAL COVERS

• Section 2 - Business Interruption

Main Benefits:

- ✓ Loss of Gross Profit resulting from business interruption following damage to property insured. The sum insured and limit of indemnity can be chosen by you.
- ✓ Public Utilities extension for interruption as a result of damage at utility providers premises of up to £250,000.
- ✓ Book Debt cover up to £50,000 to cover untraceable outstanding debts if your accounts are destroyed.
- ✓ Additional reasonable expenses incurred by you as a result of an employee or group of employees resigning following a lottery win of over £100,000. Cover up to £50,000 in any one period of insurance.
- ✓ Contract Site up to £25,000.
- ✓ Additional reasonable expenses incurred by you as a result of a murder or suicide at the premises. Cover up to £250,000 any one claim and £500,000 in any one period of insurance.
- ✓ Interruption to your business as a result of damage to your property whilst stored at any third-party premises - up to £250,000.
- ✓ Regardless of whether your property at the premises is damaged or not, additional reasonable expenses incurred by you as a result of your premises being inaccessible due to damage to property in the vicinity up to £250,000 that mean you cannot trade as a result.

Main Exclusions:

- Same as per Section1, Material Damage.
- If following damage you or others on your behalf are still able to sell goods for the benefit of your business then the money payable in respect of such sales is brought into account in arriving at the turnover, gross revenue or gross rentals during the indemnity period.

Main Conditions:

- Cover will apply separately to each of your business departments where applicable and where the trading results of each department can be traced.
- All terms of this section are excluding VAT.
- The insurance on this section shall be avoided if the business is wound up, liquidated or the insured's interest ceases other than by death.
- Other extensions can be added on request and for an additional premium. Main cover available as Gross Profit, Gross Rent or Gross Revenue. Provisional Premium and Declaration based covers are also available.

OPTIONAL COVERS

• Section 2 - Business Interruption Continued

Main Benefits:

- ✓ Additional reasonable expenses incurred by you as a result of an occurrence of Legionella or a 'Specified Illness' as listed in the policy wording at the premises up to £250,000 any one claim and £500,000 in any one period of insurance. This extension does not include epidemics or pandemics and Government lockdown actions.
- ✓ Additional reasonable expenses incurred by you as a result of closure of the premises following defects in drains or other sanitary arrangements, or the discovery of pests or vermin at the premises. Cover up to £250,000 any one claim and £500,000 in any one period of insurance. This extension does not include epidemics or pandemics and Government lockdown actions.
- ✓ Interruption to your business caused by an insured incident to the premises of any of your suppliers or customers in the UK with whom you have contracts with. Cover up to £100,000.



Our Locations

London Office

China Taiping Insurance (UK) Co. Ltd 2 Finch Lane
London EC3V 3NA
Tel: 020 7839 1888

Manchester Office

China Taiping Insurance (UK) Co. Ltd Manchester One, 53
Portland Street Manchester M1 3LD
Tel: 0161 236 2631

OPTIONAL COVERS

• Section 3 – All Risks on Specified Items

Main Benefits:

- ✓ Allows you to cover property whilst away from the insured premises whilst anywhere in the UK, EU or World in connection with the business.
- ✓ Items are specified for ease of reference and peace of mind.
- ✓ The cover complements the scope of cover provided under Section 1 and provides comprehensive cover for business property whilst away from the premises.

Main Exclusions:

- The Excess shown in the Schedule which will reflect the nature and value of the item(s) insured.
- Loss of Money, and financial securities.
- Mechanical and / or electrical breakdown.
- Rust, corrosion, wear, tear and other gradually operating causes.
- Scratching, marring, bruising and breakage of brittle articles.
- Change of temperature, colour or flavour.
- Unexplained losses and theft in an unattended vehicle unless the items are stored in a locked booth and vehicle secured or, at night, unless the vehicle is stored in a locked building or guarded security car park.

OPTIONAL COVERS

• Section 4 - Money

Main Benefits:

- ✓ Crosses cheques and other non-negotiable money up to £250,000.
- ✓ Cash and other negotiable money in safe up to £2,500.
- ✓ Cash and other negotiable money not in a safe or in your / employees' home up to £500.
- ✓ Cash and other negotiable money up to £5,000 during business hours or in transit or bank night safe.
- ✓ Damage to any safe, strongroom, waistcoat, case bag at the premises by theft or attempted theft up to £2,500.
- ✓ Any amount you become liable for under the terms of use of any bank debit or credit card, cash or charge card used in connection with the business following fraudulent use by any unauthorized persons up to £2,500 any one claim and In one period of insurance.
- ✓ Personal Accident Assault Extension if you or your director or employees are attacked during theft or attempted theft of money whilst on business:
 1. Death, loss of limb, loss of sight and permanent total disablement £25,000.
 2. Temporary total disablement £100 per week for up to 104 weeks.
 3. Medical Expenses up to 15% of permanent total disablement or temporary total disablement.
 4. Damage to clothing and personal effects up to £500.

Main Exclusions:

- First £250 of each and every claim
- Losses due to fraud or dishonesty of any director, partner, or employee unless discovered within 14 days of its occurrence.
- Damage to money in transit or in the post (unless registered post).
- Contents of machines operated by notes, coins or tokens.
- Loss or shortage due to errors and omissions or value depreciation.
- Losses as an immediate result of a business transaction.
- Losses from unattended vehicles.
- Losses caused by the use of counterfeit money.

Main Conditions:

- Money in Transit to be accompanied by able bodies employees aged between 20 and 60 as below:
Up to £3,000 = One person
Between £3,001 and £6,000 = Two people
Over £6,000 = as described in the schedule
- Money in the collectors' care must be delivered to the premises or to a bank or post office within 24 hours.
- All keys / combinations / codes for safes containing money must be held in the personal custody of an authorised person and not left at the premises at any time.
- Insured to keep a complete record of money in transit and at the premises and such record is to be kept in a place other than the premises.

Main Benefits:

- ✓ Accidental Damage to Goods in Transit up to £5,000; £2,500 for transit by rail; £1,000 for transit by post or courier. Automatically included in the core cover.
- ✓ Reasonable costs incurred by you to remove debris and clear the site where the damage occurred.
- ✓ Reasonable costs incurred by you to reload property fallen from a vehicle.
- ✓ Reasonable costs incurred by you to transfer the property insured to another vehicle and conveying such property to the original destination or returning this to the place of despatch following damage.
- ✓ Reasonable costs incurred by you to re-secure the property following a dangerous movement of the load in transit up to £500 any one event.
- ✓ Damage to tarpaulins ropes and sheets owned by you or in your custody and control whilst carried onto the vehicle up to £500 any one event.
- ✓ Any temporary substitute vehicle operated by you whilst yours is being repaired or tested.

Main Exclusions:

- The first £250 of each and every claim.
- Damage to property inadequately packed.
- Damage by theft from an unattended vehicle during the working day of the driver unless all doors, windows and openings are locked and locking devices are in operation.
- Damage by theft from an unattended vehicle between 9 pm and 6 am or after the working day of the driver unless the vehicle is in a locked compound or a constantly supervised car park.
- Damage to livestock, explosives, money, patterns, bullions, precious metals and models.
- Consequential Loss.
- Property carried or despatched for hire and reward.

Main Conditions:

- All vehicles owned or operated by you to be maintained in an efficient roadworthy condition.
- Any unattended vehicle containing property insured must have all doors, windows and boot locked.

• Section 6 – Computer Breakdown

Main Benefits:

- ✓ Cover to replace or reinstate any computer equipment at the premises belonging to you as a result of breakdown.
- ✓ Additional computer equipment automatically covered up to £25,000 or 10% of the sum insured.
- ✓ Additional rental charges incurred are covered up to £7,500.
- ✓ Cost of replacing incompatible data carrying materials up to £10,000.
- ✓ Reimbursement of reasonable costs incurred to avoid further damage up to £5,000.
- ✓ Reimbursement of necessary repair investigation consulting fees up to £2,500.
- ✓ Reimbursement of temporary repairs expenses up to £2,500.
- ✓ Additional Cost of Working for breakdown lasting more than 24 hours up to £25,000.
- ✓ Costs of reinstating data up to £25,000.

Main Exclusions:

- The excess shown in the schedule.
- Any consequential loss other than what is provided under this section.
- Costs recoverable under any maintenance agreement or guarantee.
- Damage to any 3D printers or similar computer equipment.

Main Conditions:

- You must keep the computer equipment in a good state of maintenance and repair.
- You must maintain a minimum of 2 back-up of computer records, that are both capable of restoration, and such copies to be taken at least once every 48 hours – one copy of which must be stored off site.

OPTIONAL COVERS

• Section 7 – Deterioration of Stock

Main Benefits:

- ✓ Damage, deterioration or putrefaction of stock in your cold chamber/ or refrigerating plant (or anywhere at the premises if the stock has been placed elsewhere within the premises following an insured incident) caused by breakdown of refrigerating plant, thermostatic device defect, sudden failure of the public supply of electricity at the premises or action of escaped refrigerant fumes - Up to £5,000 Sum Insured included automatically in the core cover.

Main Exclusions:

- The first £250 of each and every claim.
- The refrigerating plant itself.
- Damage arising from defects in insulation due to wear and tear of any part of a machine caused by ordinary usage.
- Damage arising from failure or rupture of any fuses or electrical contacts if arcing or sparking occurs in ordinary working.
- Gradually developing flaws, defects, cracks in parts that don't impede immediate functionality but may need replacing or repairing in the future.
- Property in the refrigerating plant that is over 10 years old.
- Breakdown of refrigerating plant, thermostatic device defect if caused by Fire, Lightning, Aircraft, Explosion, Earthquake, Flood or Theft.
- Further damage following a claim will not be covered unless the plant has been repaired to our satisfaction.

Main Conditions:

- If any plant has motors or compressors not hermetically sealed you must keep a contract in force with a competent refrigeration engineer for inspections and maintenance at least once every twelve months and keep a record of such inspections and repairs.

• Section 8 – Employers' Liability

Main Benefits:

- ✓ Employers Liability- your legal liability to your employees (including any members of your canteen, sports, welfare organisation, first aid and fire services) for any death or injury whilst in the course of employment up to £10 million any one claim.
- ✓ Manual work away automatically covered including outside catering.
- ✓ Geographical limits extended to include worldwide manual and non-manual visits made in connection with the business by you or any of your employees/ partners/ directors provided that such individuals normally reside in the UK.
- ✓ Compensation for court attendance as a witness in connection with the defence of a claim up to £500 per day each for insured and directors and £250 per day each for insured's employees.
- ✓ Contractual Liability Extension only where liability assumed concerns an employee.
- ✓ Cross Liabilities Extension if more than one party is named as the Insured, the policy will cover them separately up to the overall policy limit.
- ✓ Indemnity to any of your principals you are carrying out work for under a contract if so, requested by you.
- ✓ Health and Safety at Work and Corporate Manslaughter legal defence costs to defend prosecutions up to £1,000,000 any one period of insurance.
- ✓ Any Unsatisfied Court Judgement of your employee(s) that has been outstanding for longer than 6 months, the policy can extend to issue payments of awards to employee(s) at your request.

Main Exclusions:

- Fines or penalties.
- Injury to any employee whilst entering, existing or being carried in or upon any mechanically propelled vehicle where RTA applies.
- Work Offshore.

Main Conditions:

- You must provide your employees with the necessary personal protective equipment as well as delivering training on how to use it. All training to be recorded and all use of personal protective equipment to be signed for.
- You must reimburse us of any costs incurred by us for any losses we would have not been liable to pay but for the provision of the Employers' Liability (Compulsory Insurance) Act 1969.s

• Section 9 – Public and Products Liability

Main Benefits:

- ✓ Public Liability- your legal liability (including any members of your canteen, sports, welfare organisation, fire and first aid services) in connection with your business for accidental injuries to any member of the public or accidental property damage to property owned by third parties up to £5,000,000.
- ✓ Car Park Liability.
- ✓ Cloakroom Liability for damage to property belonging to guests caused by theft or accidental means whilst deposited in the cloakroom at the premises up to £500 any one article and £10,000 in any one period of insurance.
- ✓ Compensation for court attendance as a witness in connection with the defence of a claim up to £500 per day each for insured and directors and £250 per day each for insured's employees.
- ✓ Contingent Motor Liability for your liability for vehicles not owned or provided by you in connection with the business.
- ✓ Cross Liabilities Extension if more than one party is named as the Insured, the policy will cover them separately up to the overall policy limit.
- ✓ Liability arising under the Data Protection Act 1998 up to £100,000 in any one period of insurance.
- ✓ Liability arising under Section 3 of the Defective Premises Act 1972 in connection with the premises.
- ✓ Legal defence costs to defend prosecutions up to £1,000,000 any one period of insurance under the Food Safety and the Consumer Protection Act as well as the Health and Safety at Work Act and for alleged convictions of Corporate Manslaughter.
- ✓ Geographical limits extended to include worldwide non-manual visits made in connection with the business provided that such individuals normally reside in the UK and temporary manual work in any EU country
- ✓ Indemnity to any of your principals you are carrying out work for under a contract if so requested by you.
- ✓ Loss or damage to your leased or rented premises in connection with the business.
- ✓ Overseas personal liability.
- ✓ Wrongful arrest.
- ✓ Sudden and Unexpected Pollution.

Main Exclusions:

- Fines or penalties.
- Injury to employees.
- Work Offshore.
- The first £250 of any third-party property damage claim.
- Asbestos.
- Mildew, mould, spores or allergens.
- Any liability arising from or caused by operations domiciled or registered in the USA or Canada.
- Liability caused by or arising from the ownership, possession or use by you or on your behalf of any aircrafts, hovercrafts or watercrafts.
- Cyber Liability.
- Hazardous Locations such as: Offshore structures, any work underground or underwater, airports and watercrafts.
- Products recall.
- Liability caused by any component building material that must be removed or encapsulated because of its presence being a human health hazard.
- Mechanically propelled vehicles.
- Loss of or damage to property belonging to you or in your charge or control.
- Advise to customers and Professional or medical services.
- Liability assumed under contract unless such liability would have attached anyway under this section.

Main Conditions:

- Fork lift Truck Condition.
- Any work carried out at a depth in excess of 1 metre or a height of more than 10 metres.
- All rights of recourse must be maintained.
- Subcontractors must have the necessary amount of insurance.
- Underground Services Condition - for any excavation work.

OPTIONAL COVERS

• Section 10 – Loss of License

Main Benefits:

- ✓ Cover for the depreciation in value of your interest in the premises by the forfeiture of or refusal to renew your license including any costs and expenses incurred by you with our prior consent for any appeal against the decision. Sum Insured of £100,000 included in the standard package.

Main Exclusions:

- Any compensation the insured is already entitled to under the provision of any Act of Parliament in respect of the refusal to renew licenses.
- Premises required by public authority before or after the refusal to renew and any alterations of the law affecting the renewal of the license.
- Any town or country planning improvement, redevelopment or surrender scheme if it results in the re-distribution of licenses in connection with such redevelopment.
- Any alterations requiring the licensing authority's carried out to the premises without the consent of the licensing authority or any authority requirements not complied with, your premises being closed for periods not required by law or not maintained in a sanitary or suitable condition.
- Any omissions to take necessary steps to keep the license in force and your misconduct, neglect or connivance.

Main Conditions:

- You must immediately notify us of: any change of tenancy of the premises, transfer or proposed transfer of the license, change of use of the premises, proceedings against the license holder or premises tenant, complaint against the premises or the control of it and any objection to renewal.
- In the event of death, convicted offences or desertion of the license holder, you will procure a suitable replacement at our request.
- You must give us notice in writing in case of license being forfeited or refused renewal within 24 hours, assist us in any matters as required and provide all relevant documents we need.

• Section 11 – Personal Accident

Main Benefits:

- ✓ Cover based on Units of cover of £5,000.
- ✓ Death, loss of limb, loss of sight and permanent total disablement £10,000.
- ✓ Temporary total disablement £100 per week for up to 104 weeks.
- ✓ Medical Expenses up to 15% of permanent total disablement or temporary total disablement.
- ✓ The first 14 days of temporary total disablement.
- ✓ The first 28 days of temporary total disablement due to injuries whilst playing football, rugby or field hockey.
- ✓ Injury resulting from the use of a motorcycle (driver and passenger) or woodworking machinery, racing of any kind, mountaineering, flying and aerial activities, professional spots etc. (please refer to wording).
- ✓ Pre-existing conditions and pregnancy, alcohol or drugs use.

Main Exclusions:

Please refer to our wording for more Exclusions on this Section.

OPTIONAL COVERS

• Section 12 – Legal Expenses

Main Benefits:

1. Employment Disputes and Compensation Awards

Cover up to £100,000 for defence costs in an Employment Tribunal legal proceeding arising from a breach of an employee's contract or their statutory rights under employment legislation subject to the insured having immediately contacted the Legal Advice Service as soon as they become aware of a potential claim and the insured follows their advice.

2. Legal Defence

Cover up to £100,000 for legal expenses to defend the insured following:

- ✓ Criminal proceedings in relation to health and safety at work, occupational hygiene, food safety hygiene, food legality or supply of safe goods.
- ✓ Civil proceedings relating to compensation awards under section 22 or 23 of the Data Protection Act 1998 and legal expenses to appeal against the refusal of the Information Commissioner to register the insured's application for notification under the Data Protection Act 1998.
- ✓ Civil action taken against the insured for wrongful arrest following accusation for theft during the period of insurance.
- ✓ Legal actions against the insured for unlawful discrimination of age, race, sex, sexual orientation, disability, political opinion or religious belief
- ✓ Civil action against the insured as a trustee of the employees' pension fund.

Legal expenses to represent the insured whilst appealing any prohibition or enforcement notices under the below legislation:

- ✓ Health and Safety at Work Act 1974
- ✓ Food Safety Act 1990
- ✓ Fair Employment (NI) Act 1989
- ✓ ~~Data Protection Act 1998~~
- ✓ Consumer Protection Act 1987

3. Property Protection and Personal Injury

Cover up to £100,000 for legal expenses to defend the insured's legal rights relating to property owned by the insured or for which the insured is responsible following physical damage to this property or any nuisance or trespass or incidents causing bodily injury or death to an insured person.

Main Exclusions:

- The first £250 of each and every claim but for Contract Disputes, where if the amount disputed exceeds £5,000 an excess of £500 applies.
- Any legal expenses incurred prior to our written acceptance.
- Any claims where the insured was or should have been aware of outside the period of insurance.
- Fines, penalties, compensation or damages other than compensation awards as covered under Compensation Awards.
- Any claim relating to patents, copyrights, trademarks, registered design, intellectual property and confidentiality agreements.
- Any incident deliberately solicited by the insured or insured person.
- Any dispute between us and the insured unless dealt with by Special Condition 10 in this section, where it is specified that arbitration can be used to resolve disputes between us and the insured about this policy or a claim if both us and the insured agree to this but both parties can still take the dispute to the Court if they so wish after arbitration.
- Any claim relating to the shareholding or partnership share in the insured business.
- Any claim relating to franchise rights or agency rights where the insured have the legal capacity to alter legal relations of another party.
- An application for judicial review.
- Any legal action taken by the insured that has not been previously agreed to by us or where the insured does anything to hinder us or the nominated representative of us.
- Any claim if the insured is bankrupt or has filed for bankruptcy or winding up petition, has made an agreement with creditors, entered into a deed arrangement, is in liquidation or part or all the insured's property is in the hands of a receiver or administrator.

More cover specific Exclusions and General Exclusions of the section are listed in the wording so please refer to Section 6 in our wording and read carefully all relevant parts of the Section.

OPTIONAL COVERS

• Section 12 – Legal Expenses Continued

Main Benefits:

4. Tax Protection

Cover up to £100,000 for legal expenses to defend the insured during an investigation by HM Revenue and Customs following:

- ✓ The commencement of a Tax Enquiry or Cross-Tax Enquiry.
- ✓ An investigation of the insured's compliance with the Pay As You Earn regulations.
- ✓ An appeal to a VAT tribunal following an assessment by HM Revenue and Customs.

5. Jury Service and Witness Expenses

Cover up to £100,000 for attendance expenses – for each day that an insured person is required to attend any court or tribunal at the request of a Nominated Representative.

Limit of Indemnity

All claims on all cover have a limit of liability of £500,000 in any one period of insurance.

We offer a 24/7 Legal Advice Service for you to benefit from during the period of insurance. Please see the wording for more details.

Main Conditions:

- The insured must notify us in writing during the period of insurance immediately upon becoming aware of any incidents which may give rise to a claim and give us all the information, documents and assistance needed.
- The insured must give us the reason for wishing to appeal against any decision which must be done before the deadline of lodging the appeal and forward any ET1 or ET3 to us immediately.
- Any legal expenses must have our prior consent.
- We may appoint a lawyer to pursue or defend the insured. The insured has the right to appoint their own nominated representative and their details must be sent to us before the commencement of any legal proceedings.
- This section will not pay any claim that is covered under any other policy or that would have been covered by another policy if this section didn't exist.
- The insured may not settle or withdraw a claim without our agreement, in which circumstances would immediately terminate and we would have the right to claim back any legal expenses already paid.
- We can take over the conduct and negotiation of any claims or legal proceedings at any time in the name of the insured.

More cover specific Special Conditions and General Special Conditions of the section are listed in the wording so please refer to Section 6 in our wording and read carefully all relevant parts of the Section.

OPTIONAL COVERS

• Section 13 – Theft by Employee

Main Benefits:

- ✓ Loss of money due to employee's theft- up to £25,000 any one loss and £100,000 in the aggregate for one period of insurance.
- ✓ Auditors Fees Extension.

Main Conditions:

- The first £500 of any claim.
- Loss of interest or consequential loss of any kind.
- Any loss which proof is dependent upon an inventory or profit/loss computation.
- Loss caused by a temporary or borrowed employee.

Main Conditions:

- Standards of control and supervision as per our wording including Audit, Cheque Signing, Payroll, Stocktaking, Computer Security.
- Employees References to be collected and retained.
- Following discovery of any acts of fraud by an employee, cover for such employee ceases immediately.
- Insured shall identify name and details of employee who committed the acts.
- Any money of the employee held by the insured or any money that would have been payable to the employee but for the fraudulent act shall be deducted from the loss.



Data Protection & Privacy of Data

The General Data Protection Regulations place strict rules on the transfer of personal data relating to EU citizens, outside of the EU (Article 44-50). In the course of our business China Taiping Insurance (UK) Co Ltd (CTI UK) may store data, including personal records, at our China Taiping IT centre located in China. CTI UK have implemented 'Standard Data Protection Clauses' adopted by the Commission in accordance with the examination procedure referred to in Article 93 (2) as a safeguard mechanism to ensure CTI UK is fully compliant.

