

KINGSBRIDGE

LEGAL PROTECTION POLICY

Effected through Kingsbridge Contractor Insurance a **division of Kingsbridge Risk Solutions Limited**

Underwritten by **Zurich Insurance plc**

**Kingsbridge Risk Solutions Limited is Authorised and Regulated by the Financial Conduct Authority.
Its FCA reference number is 309149**

Zurich Insurance plc

A public limited company incorporated in Ireland. Registration No. 13460.

Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation by the Financial Conduct Authority are available from us on request. Our FCA Firm Reference Number is 203093.

Contents

Contents	2
How we use your information	3
Our Complaints Procedure.....	6
Helpline numbers and additional benefits	7
Definitions.....	10
Cover.....	14
1. Consumer Disputes.....	14
2. Home Rights.....	14
3. Taxation.....	14
4. Criminal Prosecution Defence.....	15
5. Personal Injury.....	15
6. Jury Cover	16
7. Identity Theft.....	16
8. Contract Disputes	18
9. Tax, VAT, PAYE and NIC Investigations.....	18
10. IR35 / Off-Payroll HMRC Status Enquiries	18
11. IR35 / Off-Payroll Status Enquiry Taxes and Interest.....	19
12. IR35 / Off-Payroll Status Enquiry Penalties.....	19
13. Property Protection	19
14. Licence Protection.....	19
15. Wrongful Arrest.....	20
16. Debt Recovery.....	20
17. Data Protection.....	20
Policy Exclusions	20
Policy Conditions	23

How we use your information

WHO CONTROLS YOUR PERSONAL INFORMATION?

This notice tells you how Zurich Insurance plc ('Zurich'), as data controller, will deal with your personal information. Where Zurich introduces you to a company outside the group, that company will tell you how your personal information will be used.

You can ask for further information about our use of your personal information or complain about its use in the first instance, by contacting our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

If you have any concerns regarding our processing of your personal information, or are not satisfied with our handling of any request by you in relation to your rights, you also have the right to make a complaint to the Information Commissioner's Office. Their address is: First Contact Team, Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.

WHAT PERSONAL INFORMATION WE COLLECT ABOUT YOU

We will collect and process the personal information that you give us by phone, e-mail, filling in forms, including on our website, and when you report a problem with our website. We also collect personal information from your appointed agent such as your trustee, broker, intermediary or financial adviser in order to provide you with the services you have requested and from other sources, such as credit reference agencies and other insurance companies, for verification purposes. We will also collect information you have volunteered to be in the public domain and other industry-wide sources.

We will only collect personal information that we require to fulfil our contractual or legal requirements unless you consent to provide additional information. The type of personal information we will collect includes; basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

If you give us personal information on other individuals, this will be used to provide you with a quotation and/or contract of insurance and/or provision of financial services. You agree you have their permission to do so. Except where you are managing the contract on another's behalf, please ensure that the individual knows how their personal information will be used by Zurich. More information about this can be found in the 'How we use your personal information' section.

HOW WE USE YOUR PERSONAL INFORMATION

We and our selected third parties will only collect and use your personal information (i) where the processing is necessary in connection with providing you with a quotation and/or contract of insurance and/or provision of financial services that you have requested; (ii) to meet our legal or regulatory obligations; or (iii) for our "legitimate interests". It is in our legitimate interests to collect your personal information as it provides us with the information that we need to provide our services to you more effectively including providing you with information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest. Examples of the purposes for which we will collect and use your personal information are:

1. to provide you with a quotation and/or contract of insurance;
2. to identify you when you contact us;
3. to deal with administration and assess claims;
4. to make and receive payments;
5. to obtain feedback on the service we provide to you;
6. to administer our site and for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes;
7. for fraud prevention and detection purposes.

We will contact you to obtain consent prior to processing your personal information for any other purpose, including for the purposes of targeted marketing unless we already have consent to do so.

WHO WE SHARE YOUR PERSONAL INFORMATION WITH

Where necessary, we will share the personal information you gave us for the purposes of providing you with the goods and services you requested with the types of organisations described below:

- associated companies including reinsurers, suppliers and service providers;
- introducers and professional advisers;
- regulatory and legal bodies;
- survey and research organisations;

- credit reference agencies;
- healthcare professionals, social and welfare organisations; and
- other insurance companies

Or, in order to meet our legal or regulatory requirements, with the types of organisations described below: regulatory and legal bodies;

- central government or local councils;
- law enforcement bodies, including investigators;
- credit reference agencies; and
- other insurance companies

HOW WE USE YOUR PERSONAL INFORMATION FOR WEBSITES AND EMAIL COMMUNICATIONS

When you visit one of our websites we may collect information from you such as your email address or IP address. This helps us to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit.

We use cookies and/or pixel tags on some pages of our website. A cookie is a small text file sent to your computer. A pixel tag is an invisible tag placed on certain pages of our website but not on your computer. Pixel tags usually work together with cookies to assist us to provide you with a more tailored service. This allows us to monitor and improve our email communications and website. Useful information about cookies, including how to remove them, can be found on our websites.

HOW WE TRANSFER YOUR PERSONAL INFORMATION TO OTHER COUNTRIES

Where we transfer your personal information to countries that are outside of the UK and the European Union (EU) we will ensure that it is protected and that the transfer is lawful. We will do this by ensuring that the personal information is given adequate safeguards by using 'standard contractual clauses' which have been adopted or approved by the UK and the EU, or other solutions that are in line with the requirements of European data protection laws.

A copy of our security measures for personal information transfers can be obtained from our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN, or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

HOW LONG WE KEEP YOUR PERSONAL INFORMATION FOR

We will retain and process your personal information for as long as necessary to meet the purposes for which it was originally collected. These periods of time are subject to legal, tax and regulatory requirements or to enable us to manage our business.

YOUR DATA PROTECTION RIGHTS

You have a number of rights under the data protection laws, namely:

- to access your data (by way of a subject access request)
- to have your data rectified if it is inaccurate or incomplete;
- in certain circumstances, to have your data deleted or removed;
- in certain circumstances, to restrict the processing of your data;
- a right of data portability, namely, to obtain and reuse your data for your own purposes across different services;
- to object to direct marketing;
- not to be subject to automated decision making (including profiling), where it produces a legal effect or a similarly significant effect on you;
- to claim compensation for damages caused by a breach of the data protection legislation
- if we are processing your personal information with your consent, you have the right to withdraw your consent at any time.

We will, for the purposes of providing you with a contract of insurance, processing claims, reinsurance and targeted marketing, process your personal information by means of automated decision making and profiling where we have a legitimate interest or you have consented to this.

WHAT HAPPENS IF YOU FAIL TO PROVIDE YOUR PERSONAL INFORMATION TO US

If you do not provide us with your personal information, we will not be able to provide you with a contract or assess future claims for the service you have requested.

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, Zurich may register your 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 renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

Our Complaints Procedure

OUR COMMITMENT TO CUSTOMER SERVICE

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with:

Kingsbridge Contractor Insurance
9 Miller Court
Tewkesbury
Gloucestershire
GL20 8DN
Website – www.kingsbridge.co.uk
Telephone – 01242 808740

If your problem cannot be resolved in this way, Kingsbridge Contractor Insurance will then advise you of our complaint handling procedure.

MANY COMPLAINTS CAN BE RESOLVED WITHIN A FEW DAYS OF RECEIPT

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

NEXT STEPS IF YOU ARE STILL UNHAPPY

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 08000 234567 (free on mobile phones and landlines)

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

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Helpline numbers and additional benefits

Unless **You** have been given different claims details, please contact us as follows:

Claims Notification and Helpline – 0161 838 0463

Operates 24 hours a day, 365 days a year.

This Helpline Service is only in respect of legal issues and cannot assist with any other insurance matter.

IR35 Helpline Service – 0116 365 0499

Operates Monday to Friday, 9am to 5pm.

This Helpline Service is only in respect of legal issues and cannot assist with any other insurance matter.

Please note that the **IR35** Helpline is not empowered to give advice on the admissibility of any claim under this policy.

We can process a claim by **You** simply calling with the following details:

- **Your** name and company details
- The policy number

IMPORTANT NOTICE REGARDING THE OPERATION OF THIS POLICY. FAILURE TO COMPLY WITH THESE TERMS COULD MEAN THAT WE DECLINE TO PAY A CLAIM.

INDEMNITY UNDER SECTIONS 11 AND 12 IS SUBJECT TO THE POLICYHOLDER HAVING ACHIEVED AN 'OUTSIDE IR35' ASSESSMENT. PROSPECTS OF SUCCESS WILL AUTOMATICALLY BE MET IF THIS ASSESSMENT IS PROVIDED BY ONE OF OUR APPROVED REVIEW PARTNERS.

All potential claims must initially be reported to **Our** appropriate Claims Notification and Helpline Services detailed below:

- I. This is a policy where the **Insured Person** must notify **Us** during the **Period of Insurance** and within 30 days of any circumstances which may give rise to any claim under this policy. Failure to do so could mean that **We** decline to pay a claim for the **Insured Person's Professional Fees**.
- II. For sections 10, 11 and 12 the **Insured Person** must notify **Us** during the **Period of Insurance** or **Extended Reporting Period** and within 30 days of any circumstances which may give rise to any claim under this policy.
- III. If the **Insured Person** can convince **Us** that there are **Prospect of Success** in their claim and that it is necessary for **Professional Fees** to be paid **We** will:
 - a. take over the claim on the **Insured Person's** behalf;
 - b. appoint a specialist of **Our** choice to act on the **Insured Person's** behalf.
- IV. **We** may limit the **Professional Fees** that **We** pay under the policy where:
 1. **We** consider it is unlikely a sensible settlement of the **Insured Person's** claim will be obtained; or
 2. there is insufficient prospects of obtaining recovery of any sums claimed; or
 3. the potential settlement amount of the **Insured Person's** claim is disproportionate compared with the time and expense incurred in pursuing or defending their claim.

Where it may cost **Us** more to handle a claim than the amount in dispute **We** may at **Our** option pay to the Insured Person the amount in dispute which will then constitute the end of the claim under this policy.

- V. If **Legal Proceedings** have been agreed by **Us**, the **Insured Person** may at this stage decide to nominate and use their own solicitor or indeed, they may wish to continue to use **Our** own specialists. If the **Insured Person** decides to nominate their own professional **We** must agree this in advance and the **Insured Person** will be responsible for any **Professional Fees** in **Excess** of those which **Our** own specialists would normally charge **Us** (Details are available upon request).
- VI. If the **Insured Person** is awarded any costs (not their damages) at conclusion of their claim, these must be paid to **Us**.

Your Legal Protection Policy

This policy is a contract between **You** and **Us**.

We will insure **You** under those sections stated in the **Schedule** during any **Period of Insurance** for which **We** have accepted **Your** premium.

We have agreed to insure **You** under the terms, conditions, limitations and exclusions in this policy and any endorsements.

This policy is a legal contract and it is important that **You** read it carefully to ensure that it meets with **Your** requirements. If it does not meet **Your** requirements, then **You** should not proceed to purchase.

When **You** take out, renew and make changes to the cover provided by this policy, **you** must take reasonable care to ensure that **You** accurately answer any questions which **We** ask of **You** and that any information **You** give us is accurate. If **You** are taking out this policy for purposes which are mainly related to **Your** trade, business or profession, **You** must also let **Us** know about all facts which are material to **Our** decision to provide **You** with insurance. Failure to meet these obligations could result in this policy being invalidated, a claim not being paid, or an additional premium being charged.

This policy, the **Schedule** (including any **Schedule** issued in substitution) and any endorsements, shall be considered one contract. However, each section shall be considered to be a separate coverage subject to the specific terms, conditions, limitations and exclusions of that section.

We will pay **Your** claim up to the **Claim Limits** subject to the terms, conditions and exclusions of this policy, against **Professional Fees** arising from an **Event** occurring within the **Territorial Limits** where **You** notify **Us** during the **Period of Insurance** or **Extended Reporting Period** (if applicable) and within 30 days of the **Event**.

Authorised Signature



Name: Liam Green, Commercial and Underwriting Director, Kingsbridge Contractor Insurance

Any queries relating to **Your** policy cover should be addressed to Kingsbridge Contractor Insurance, 9 Miller Court, Tewkesbury, Gloucestershire GL20 8DN.

Definitions

Certain words in this policy have special meanings and apply wherever they are printed in bold throughout.

Agent	The agent appointed by the Coverholder to transact this insurance with You .
Aspect Enquiry	An enquiry where the Inspector of Taxes enquires into one or more aspects of the self-assessment tax return which may involve clarification of particular entries to detailed consideration of whether those entries have been treated correctly for tax purposes. It may involve a check on the records upon which the particular entries were based.
Authorised Professional	A solicitor, accountant, firm of accountants or other appropriately qualified person appointed and approved by Us under the terms and conditions of this policy to represent Your interest.
Business	The business detailed in the Schedule .
Claim Limit(s)	The amount We will pay in respect of any one claim and the total amount payable within any one Period of Insurance as specified within the Schedule .
Comprehensive Enquiry	A comprehensive enquiry is an extensive examination which considers all aspects of the self-assessment tax return. It will involve a comprehensive review by the Inspector of Taxes of all books and records underlying the entries made on the return.
Court	A court, tribunal or other competent authority.
Credit Reference Agency	Including but not limited to Equifax, Experian, and Call Credit.
Event (applicable to Sections 10, 11 and 12)	An occurrence triggered by the Insured Person specified in the Schedule and/or Policyholder (or their respective representatives) receiving written or verbal notification from HMRC that an IR35 status enquiry will be undertaken.
Event (applicable to all other Sections)	The initial event, act or omission which sets off a natural and continuous sequence of events that subsequently gives rise to a claim for Professional Fees and/or payment of a benefit under this policy.
Excess	The first amount of each and every claim as detailed on the Schedule or Insured Event .
Extended Reporting Period	A period of four (4) years after the expiry of the Period of Insurance where a claim can still be made.
Home	Your principal private dwelling house as defined for the purposes of qualifying for exemption from Capital Gains Tax.
Identity Theft	The misappropriation of the identity of another person without their knowledge or consent. These identity details are then used to obtain goods, services or to commit criminal activities in that person's name.

In-Depth Investigations	A fundamental review of the accounts and the underlying records as signalled by the issue of the relevant departmental notification or as otherwise stated in writing.
Indirect Losses	Losses or damage which is not directly associated with the incident that caused the Insured Person to claim, unless expressly stated in this policy.
Insured Person	<p>Sections 1-7:</p> <ul style="list-style-type: none"> a) The insured person specified within the Schedule. b) The husband or wife of the insured person specified within the Schedule or their partner or civil partner who lives at the same address and shares financial responsibilities. This does not include any Business partners or associates. c) The children and parents of the insured person specified within the Schedule who are normally resident in the Home. <p>Sections 8, 9, 13, 14, 16 and 17: The Policyholder.</p> <p>Sections 10, 11 and 12:</p> <ul style="list-style-type: none"> a) The Policyholder b) The person or company for whom the Policyholder has carried out services under a contract but only where legislation makes them responsible for the Taxes, fines and Penalties relating to any IR35 challenge by HMRC.
Insurer	This insurance is arranged by Kingsbridge Risk Solutions Limited and underwritten by Zurich Insurance plc.
Interest	Interest charged on PAYE tax and Class 1 NIC by virtue of s.101 and Sch. 53 FA 2009, on arrears of PAYE tax and Class 1 NIC following successful application of the IR35 legislation by HMRC.
IR35 Assessment	The IR35 Assessment which the Policyholder must have achieved acceptance in order for any indemnity to apply under Sections 11 and 12 of this policy. The IR35 Assessment must include an "outside of IR35" determination from an authorised representative from the entity made responsible for making the determination under Chapter 10 of Part 2 of ITEPA 2003.
IR35	Chapter 8 Part 2 and Chapter 10 Part 2 Income Tax (Earnings and Pensions) Act 2003 (ITEPA 2003)
Legal Proceedings	When formal Legal Proceedings are issued against an opponent in a Court of Law.
Payment Card	Bank, charge, cheque, credit, debit, and cash dispenser cards.
Pay As You Earn (PAYE) Dispute	A challenge in writing by HM Revenue & Customs of the accuracy or completeness of returns submitted in accordance with PAYE regulations.

Penalties	Financial Penalties and fines for which HMRC have held the Policyholder accountable.
Period of Insurance	The period of insurance shown in the Schedule .
Policyholder, You, Your	The Person and/or Business specified within the Schedule who, in respect of Sections 11 and 12, must have achieved acceptance under the IR35 Assessment and carried out professional duties in connection with the relevant Insured Person specified within the Schedule under a formal written contract which sets out the duties and responsibilities of all parties.
Professional Fees	Legal and accountancy fees and costs including disbursements properly incurred by the Authorised Professional , with Our prior written authority including costs incurred by another party for which the Insured Person is made liable by Court Order , or may pay with Our consent in pursuit of a civil claim in the Territorial Limits arising from an Insured Event . Professional fees will include VAT where it cannot be recovered.
Prospects of Success	Sections 10, 11, 12 Prospects of success are automatically met when a positive outside IR35 assessment from one of our IR35 review partners can be provided. Where an outside IR35 assessment is provided from a reviewer not agreed by Us in advance, prospects of success will be at least a 51% chance of the Policyholder achieving a favourable outcome (such prospects of success to be assessed and determined by an independent law firm, accountant or tax consultancy to be appointed by Us). For all other sections; Prospects of success will be at least a 51% chance of the Policyholder achieving a favourable outcome (such prospects of success to be assessed and determined by an independent law firm, accountant or tax consultancy to be appointed by Us .)
Schedule	The document which shows details of You and this insurance and is attached to and forms part of this policy.
Standard Professional Fees	The level of professional fees that would normally be incurred by Us in using a nominated Authorised Professional of Our choice
Taxes	Net PAYE tax and Class 1 NIC i.e. after set off of any overpayments of Income Tax and Corporation Tax, arising as a result of the successful application of the IR35 legislation by HMRC.
Territorial Limits	The United Kingdom (meaning England, Scotland, Northern Ireland, Wales), Channel Islands and Isle of Man.
Time of Occurrence	a) Civil Cases - when the Event occurred or commenced whichever is the earlier. b) Criminal Cases - when the Insured Person commenced or is alleged to have commenced to violate the criminal law in question.

Value Added Tax (VAT) Dispute	A challenge in writing by HM Revenue & Customs of the accuracy or completeness of returns submitted.
We, Us, Our	Zurich Insurance plc.

Cover

1. Consumer Disputes

What is Covered?	What is Excluded?
<p>Pursuing or defending claims arising out of a contract entered into by or on behalf of an Insured Person for:</p> <ol style="list-style-type: none"> 1. obtaining services; 2. the purchase, hire, hire–purchase or sale of any personal goods. <p>Claims within Small Claims Court Limits The payment of appropriate experts and Court fees together with assistance provided by Our own in-house legal advisors to construct the Insured Person’s case provided that the value of the goods or services in dispute or the total instalments due at the time of making the claim is greater than £100.</p> <p>Claims above Small Claims Court Limits The payment of Professional Fees incurred by the Appointed Professional appointed by Us.</p>	<p>Any claim relating to:</p> <ol style="list-style-type: none"> 1. any contract entered into by an Insured Person in connection with a profession, Business or trade other than for their contract for full-time employment, but only if employment disputes are covered by this policy; 2. any contract where the dispute arises within the first 90 days of the first Period of Insurance unless You can provide evidence that You had equivalent cover immediately prior to the original inception of this policy without a break in the period of cover; 3. any contract under which a sum of money was due and payable more than 180 days before the claim was reported; 4. any contract relating to any work carried out, in, on or for the benefit of land or buildings other than the Home; 5. any contract of insurance in so far as the dispute is solely in respect of the sum of money or other compensation payable under such Contract; 6. any claims relating to the planning, erection, alteration, construction, conversion, extension of buildings or parts of buildings; 7. any dispute with local or government authorities.

2. Home Rights

What is Covered?	What is Excluded?
<p>The pursuit of civil claims:</p> <ol style="list-style-type: none"> 1. loss or damage to: <ol style="list-style-type: none"> a) goods in the Home owned by or for which an Insured Person is responsible; or b) the Home; 2. an alleged infringement of rights appertaining to the Home. 	<p>Any claim relating to:</p> <ol style="list-style-type: none"> 1. the planning, erection, alteration, construction, conversion, extension of buildings or parts of buildings; 2. disputes with local or government authorities; 3. disputes involving leased or rented property, or in respect of or arising out of any tenancy agreement; 4. compulsory purchase, confiscation, nationalisation, requisition or destruction of or restrictions or controls placed on, or damage to, any property; 5. actual, planned or proposed construction, closure, adoption or repair of roads or bridges, or the actual, planned or proposed construction, demolition or adaptation of buildings, housing or other works; 6. a dispute arising within the first 90 days of the first Period of Insurance unless You can provide evidence that You had equivalent cover immediately prior to the original inception of this policy without a break in the period of cover; 7. claims relating to material damage covered by another relevant insurance policy; 8. mining subsidence.

3. Taxation

What is Covered?	What is Excluded?
------------------	-------------------

<p>Professional Fees arising from or relating to an Aspect Enquiry or an in-depth HM Revenue & Customs investigation of an Insured Person's personal tax affairs.</p>	<p>Professional Fees arising:</p> <ol style="list-style-type: none"> 1. Aspect Enquiries less than £100; 2. where the investigation or enquiry had commenced before the first Period of Insurance or the Insured Person should have realised that a claim might occur; 3. from investigation or enquiry by or transfer to the Special Compliance Office; 4. as a result of a false or misleading statement or representation to the HM Revenue & Customs; 5. from deficiencies in books, records, accounts or returns including the costs of repairing a return; 6. from any claim involving criminal proceedings, alleged fraudulent evasion of tax, misstatement with the intent to deceive, tax avoidance schemes.
--	---

4. Criminal Prosecution Defence

What is Covered?	What is Excluded?
<p>Professional Fees incurred in the defence of criminal Legal Proceedings brought against an Insured Person as a result or any act or omission or alleged act or omission, including:</p> <p>Police Station Representation: Professional Fees incurred in representing an Insured Person at a Police Station where they are being interviewed under caution in relation to an alleged criminal act.</p> <p>Magistrates' Court Representation: Professional Fees incurred in representing an Insured Person at a Magistrates' Court.</p> <p>Crown Court Representation: A sum equal to any assessed income based contribution payable by the Insured Person towards Professional Fees incurred under the Crown Court Means Testing scheme.</p>	<p>Any claim relating to:</p> <ol style="list-style-type: none"> 1. the defence of any offence of deliberate and wilful criminal acts or Omissions; 2. any matter where the Authorised Professional assesses that Prospects of Success do not exist; 3. any offence relating to a motor bike / vehicle; 4. Professional Fees required to be paid by an Insured Person in Excess of the pre-conviction assessed income based contribution under the Crown Court Means Testing scheme following conviction; 5. assessed income based contributions payable by the Insured Person towards Professional Fees incurred under the Crown Court Means Testing scheme which exceed the Claim Limit; 6. any Professional Fees where the Insured Person fails to: <ul style="list-style-type: none"> o apply for a Representation Order under the Crown Court Means Testing scheme; o submit any required information under the Crown Court Means Testing scheme; o comply with the terms of the Representation Order; o use a representative that can act under the terms of a Representation Order under the Crown Court Means Testing Scheme; 7. the defence of any action, enforcement, or recovery of sums payable against an Insured Person under the terms of or for a breach of the terms and conditions of a Representation Order under the Crown Court Means Testing scheme.

5. Personal Injury

What is Covered?	What is Excluded?
------------------	-------------------

<p>Pursuing a civil claim for damages in respect of death of or bodily injury to an Insured Person caused by negligence.</p>	<p>Any claim relating to:</p> <ol style="list-style-type: none"> 1. any illness (including stress related conditions) naturally occurring condition or degenerative process which develops gradually and is not caused by a specific or sudden accident; 2. the defence of an Insured Person other than the defence of a counter-claim or an appeal against judgement; 3. any claim involving medical or clinical negligence, or pharmaceutical or any related claims (including but not limited to tobacco products); 4. any claim arising from stress or a psychological related condition.
---	--

6. Jury Cover

What is Covered?	What is Excluded?
<p>An Insured Person's absence from work:</p> <ol style="list-style-type: none"> a. to perform jury service b. to attend any Court or tribunal at the request of the appointed representative. <p>The maximum we will pay is the Insured Person's net salary or wages for the time that they are absent from work less any amount You, the Court or tribunal, have paid them.</p>	<p>Salary or wages:</p> <ol style="list-style-type: none"> 1. which can be recovered from the relevant Court; 2. where You are unable to prove Your loss.

7. Identity Theft

What is Covered?	What is Excluded
<p>Following an Event of Identity Theft:</p> <ol style="list-style-type: none"> 1. necessary Legal Expenses and ancillary costs incurred: <ol style="list-style-type: none"> a) to defend a claim from a financial institution, merchants or their collection agencies; b) for the removal of any criminal or civil judgements wrongly entered against the Insured Person; c) challenging the accuracy or completeness of any information in a Credit Reference Agency report; and d) to create documents needed to prove the Insured Person's innocence in terms of any financial irregularities committed unlawfully; 2. postal and phone costs the Insured Person has to pay in dealing with financial institutions, the Police and Credit Reference Agencies to report or discuss an actual Identity Theft; 3. fees charged for the reapplying for a loan which has been rejected due to the original application being rejected solely because the lender received incorrect credit information; 4. the Insured Person's lost earnings as a result of time away from work to go and see the Police, financial institutions or Credit Reference Agencies to report or discuss an actual Identity Theft. <p>The Events above must be as a result of an actual Identity Theft.</p>	<p>Any claim relating to:</p> <ol style="list-style-type: none"> 1. any Identity Theft connected with Your Business, profession, or occupation; 2. any legal action where the Insured Person does not have a reasonable Prospects of Success; 3. any costs, expenses or losses incurred due to any fraudulent, dishonest or criminal act by an Insured Person, or any other person acting in collusion with an Insured Person; 4. any Indirect Losses other than as identified above.

IDENTITY THEFT CLAIMS CONDITIONS

Please read the following carefully to comply with the conditions of this section.

If an **Insured Person** discovers their identity has been stolen either from the first fraudulent transaction identified or any physical or electronic record with any financial institutions, the **Insured Person** must:

- i) contact the Claims Notification and Helpline Service on (0161 838 0463);
- ii) make sure that they have their address history for the last 6 years;
- iii) file a Police report within 12 hours of discovering the **Identity Theft**;
- iv) let their financial institutions, **Payment Card** company (ies) and all other accounts know of the **Identity Theft** within 12 hours of discovering the **Identity Theft**;
- v) fill out and return any claim forms including an authorisation for **Us** to obtain records and other necessary information, if these are applicable
- vi) send **Us** proof from their employer that they took unpaid days off if they wish to make a claim for lost wages and provide evidence to show that it was necessary;
- vii) immediately send **Us** copies of any demand notices, summonses, complaints, or legal papers received in connection with a loss suffered;
- viii) take all necessary action to prevent further damage to their identity.

IDENTITY THEFT CLAIMS PROCESS

The **Insured Person** must contact the Claims Notification and Helpline Service on 0161 838 0463 quoting the policy number before they pay or agree to pay any costs. Failure to do so may lead **Us** to decline the claim.

We will give the **Insured Person** a dedicated claims handler who will assist them in identifying the extent of their problem. They will offer advice, guidance, and assist in the preparation of documentation to ensure the problem and any potential losses are minimised.

The service will give the **Insured Person** access by phone to repair their credit file or files following an **Identity Theft**.

We will personalise documents on the **Insured Person's** behalf and post these to them for signing and sending on to the relevant organisations.

8. Contract Disputes

What is Covered?	What is Excluded?
<p>A dispute with a customer or supplier in respect of a contract for the sale, hire, supply or the purchase of goods or services.</p>	<p>Any claim relating to:</p> <ol style="list-style-type: none"> 1. a lease, licence or tenancy of land or buildings; 2. a contract of employment; 3. arbitration arising out of an arbitration clause in any contract. 4. a breach or alleged breach of professional duty by an Insured Person; 5. the recovery of money and Interest due from another party other than disputes where the other party intimates that a defence exists; 6. amounts in dispute, including any instalment payments due and payable at the time of making the claim, less than £250; 7. the first 10% of Professional Fees incurred.

9. Tax, VAT, PAYE and NIC Investigations

What is Covered?	What is Excluded?
<p>Professional Fees incurred by You in respect of a:</p> <ol style="list-style-type: none"> 1. Comprehensive Enquiry; 2. In-Depth Investigation arising out of Your tax affairs; 3. VAT Dispute; 4. PAYE Dispute; 5. NIC Dispute; <p>As a result of an enquiry by HMRC following the issue of a formal notification, ie letter, informing the insured of their intention to enquire into the tax affairs of the insured for a specified tax year, accounting or VAT period.</p>	<p>Any claims in respect of or arising out of:</p> <ol style="list-style-type: none"> 1. Aspect Enquiries less than £100; 2. Professional Fees in any claim involving dishonesty, criminal proceedings or alleged fraudulent evasion of tax or misstatement with the intent to deceive; 3. tax avoidance schemes; 4. claims which originate from any enquiry, investigation or dispute which existed before the Period of Insurance including any dispute or enquiry where the accounts submitted are being investigated solely because earlier books, records or returns have been investigated or are already under query; 5. disputes where Prospects of Success do not exist; 6. the costs of making good any deficiencies in books, records, accounts or returns including the costs of repairing a return; 7. costs of appeals which We have not approved; 8. any claim which occurs during the first 60 days of the first Period of Insurance; 9. fees and Disbursements payable to an accountant, firm of accountants or person not approved by Us; 10. technical or routine treatment or matters not connect with or arising out of an expression of dissatisfaction of Your affairs; 11. pre notification costs.

10. IR35 / Off-Payroll HMRC Status Enquiries

What is Covered?	What is Excluded?
<p>Professional Fees for an enquiry conducted under the PYE Regulations Par 2, Chapter 8 or Chapter 10 of Income Tax (Earnings and Pensions) Act 2003 (IR35) and/or NIC Social Security Contributions (Intermediaries) Regulations 2000 relating to the employment status of the Policyholder.</p>	<ol style="list-style-type: none"> 1. Professional Fees incurred in respect of an appeal against a decision following a Tax Tribunal hearing; 2. claims arising from any voluntary disclosure 3. claims made outside the Period of Insurance or Extended Reporting Period.

11. IR35 / Off-Payroll Status Enquiry Taxes and Interest

What is Covered?	What is Excluded?
Any Taxes and Interest owed by the Policyholder for which HMRC hold the Policyholder accountable following an IR35 status enquiry covered under Section 10.	<ol style="list-style-type: none"> 1. Any incident where Prospects of Success have been deemed insufficient following an enquiry covered under Section 10; 2. claims arising from any voluntary disclosure. 3. claims made outside the Period of Insurance or Extended Reporting Period; 4. Any Taxes and Interest due prior to the inception date stated in the Schedule

12. IR35 / Off-Payroll Status Enquiry Penalties

What is Covered?	What is Excluded?
Any Penalties for which HMRC hold the Policyholder accountable following an IR35 status enquiry covered under Section 10.	<ol style="list-style-type: none"> 1. Any incident where Prospects of Success have been deemed insufficient following an enquiry covered under Section 10, 2. Penalties which are: <ol style="list-style-type: none"> a) unrelated to the Taxes required for payment under Section 11; 3. claims arising from any voluntary disclosure. 4. claims made outside the Period of Insurance or Extended Reporting Period; 5. Any Penalties due prior to the inception date stated in the Schedule

13. Property Protection

What is Covered?	What is Excluded?
<p>Any civil action relating to material property, owned by an Insured Person or for which they are responsible, arising out of an alleged or actual negligent act or omission or any nuisance, trespass or criminal damage by a third party which causes or could cause physical damage to such material property or pecuniary loss to an Insured Person.</p> <p>Any civil action between an Insured Person and their landlord under the terms of a lease or tenancy agreement applying to an Insured Person's Business premises.</p>	<p>Any claim relating to:</p> <ol style="list-style-type: none"> 1. a contract made between an Insured Person and a third party; 2. goods in transit or goods lent or hired to third parties; 3. goods at premises other than those occupied by an Insured Person unless they are at such premises for the purpose of installation or use in work to be carried out by an Insured Person; 4. mining subsidence; 5. disputes relating to rent and service charges and any relevant Taxes; 6. an Insured Event arising in the first 90 days of the first Period of Insurance unless You had equivalent cover immediately prior to the original inception of this policy without a break in the period of cover; 7. compulsory purchase, confiscation, nationalisation, requisition or destruction of or restrictions or controls placed on, or damage to, any property; 8. disputes with local or government authorities.

14. Licence Protection

What is Covered?	What is Excluded?
An appeal or representation to the relevant statutory or regulatory authority, Court , tribunal or other mandatory body following an act, or omission or alleged act or omission which leads to the suspending, revoking, altering the terms of or refusing to renew any of an Insured Person's licence(s) issued under statute or statutory instrument or by the government or local authority to	<p>Any claim relating to:</p> <ol style="list-style-type: none"> 1. an original application or application for renewal; 2. any licence in respect of which an appeal or representation was made in the twelve months immediately preceding the first Period of Insurance.

You where such licence is necessary to engage in the **Insured Person's Business** or trade.

15. Wrongful Arrest

What is Covered?

The defence of a civil action against an **Insured Person** in respect of allegations of wrongful arrest or malicious prosecution.

What is Excluded?

Any claim arising out of or in connection with allegations made by or against or on behalf of an employee or ex-employee or any other person working or contracting for the **Insured Person** whether or not an employee.

16. Debt Recovery

What is Covered?

Professional Fees incurred by an **Insured Person** in the recovery of money and **Interest** due to them from another **Business** for the provision of goods and/or services, **Professional Fees** and services, or dishonoured cheques.

What is Excluded?

Any claim relating to:

1. any matter where the debtor intimates that a defence exists or a defence is served;
2. damages for breach of contract;
3. hire purchases or credit sale agreements other than arrears;
4. the return of goods hired or leased;
5. debts reported to **Us** more than sixty days after the money has become due and payable;
6. debts less than £250;
7. the first 10% of **Professional Fees** incurred;
8. a debt that existed prior to the commencement of this insurance.

17. Data Protection

What is Covered?

Under the Data Protection Act 1998:

1. The defence of a civil action for compensation under Section 13 of the 1998 Act. **We** will also, subject to the **Claim Limits**, pay any compensation awarded against an **Insured Person**;
2. An **Insured Person** being served with enforcement, de-registration or transfer prohibition notice;
3. An **Insured Person's** appeal against the refusal of the Information Commissioner to register their application for registration.

Provided that for claims arising under Section 13 of the 1998 Act **You** have registered with the Information Commissioner.

Policy Exclusions

We will not pay for the following:

1. **Professional Fees** incurred:
 - a. in respect of any **Event** where the **Time of Occurrence** commenced prior to the commencement of the **Period of Insurance**;
 - b. before **Our** written acceptance of a claim;
 - c. before **Our** approval or beyond those for which **We** have given **Our** approval;
 - d. where the **Insured Person** fails to give proper instructions in due time to **Us** or to the **Authorised Professional**;
 - e. where the **Insured Person** is responsible for anything which in **Our** opinion prejudices their case;
 - f. if the **Insured Person** withdraws instructions from the **Authorised Professional**, fails to respond to the **Authorised Professional**, withdraws from the **Legal Proceedings** or the **Authorised Professional** refuses to continue to act for them;

- g. where the **Insured Person** decides that they no longer wish to pursue their claim as a result of disinclination. All costs incurred up until this stage will become the **Insured Person's** responsibility;
 - h. in respect of the amount in **Excess** of **Our Standard Professional Fees** where the **Insured Person** has elected to use an **Authorised Professional** of their own choice;
2. claims under Section 9-17 which do not arise in connection with or from the conduct of the **Business**;
 3. the pursuit continued pursuit or defence of any claim if **We** consider it is unlikely a sensible settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred;
 4. claims which are conducted by the **Insured Person** in a manner different from the advice or proper instructions of **Us** or the **Authorised Professional**;
 5. appeals unless the **Insured Person** notifies **Us** in writing of their wish to appeal at least six working days before the deadline for giving notice of appeal expires and **We** consider the appeal to have **Prospects of Success**;
 6. any **Professional Fees** and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected;
 7. **Events** arising from the **Insured Person's** deliberate act, omission or misrepresentation;
 8. any dispute relating to written or verbal remarks which damage the **Insured Person's** reputation;
 9. **Professional Fees** arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to the **Insured Person's** own requirements;
 10. **Legal Proceedings** outside the **Territorial Limits** and proceedings in constitutional international or supranational **Courts** or tribunals including the European **Court** of Justice and the Commission and **Court** of Human Rights;
 11. a dispute which relates to any compensation or amount payable under a contract of insurance;
 12. a dispute with **Us** not dealt with under the Arbitration condition;
 13. any dispute relating to patents, copyrights, trade or service marks, registered designs, passing off intellectual property trade secrets or confidential information;
 14. an application for judicial review;
 15. any claim directly or indirectly arising from an allegation of mis-selling or mismanagement of financial services or products;
 16. any matter in respect of which an **Insured Person** is entitled to Legal Aid where **Our** liability shall be limited to the sum equal to any assessed income based contribution payable by the **Insured Person** towards **Professional Fees** incurred under the Crown **Court** Means Testing scheme where this applies;
 17. any **Professional Fees** relating to the **Insured Person's** alleged dishonesty or deliberate and wilful criminal acts or omissions other than as insured under Insured **Event** – Criminal Prosecution Defence;
 18. any dispute or prosecution involving a motor bike / vehicle unless the dispute relates to a personal injury claim;
 19. any claim involving medical or clinical negligence or pharmaceutical or any related claims (including but not limited to tobacco products);
 20. any claim arising from a stress or psychological related condition;
 21. disputes between an **Insured Person** and their family or a matrimonial or co-habitation dispute except in so far as any claim relates to a dispute with an **Insured Person's** professional advisor;
 22. a claim falling within the Small Claims Track limits (other than as detailed within Insured **Events** – Consumer Disputes);

23. **Legal Proceedings** between an **Insured Person** and a central or local government authority: unless an **Insured Person** has suffered or could suffer pecuniary loss if the **Legal Proceedings** are not pursued or defended; or concerning the imposition of statutory charges;
24. damages, fines or other **Penalties** the **Insured Person** is ordered to pay by a **Court**, tribunal or arbitrator other than as insured under Insured **Events**;
25. criminal fines or penalties, or to the extent that they prohibited at law from being insured, civil fines or penalties (including **Penalties**);
26. **War**
Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority;
27. **Terrorism**
Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation;
28. **Radiation**
Any direct or indirect consequence of:
Irradiation, or contamination by nuclear material; or
The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;
or
Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter;
29. **Electronic Data**
Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.
For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.
For the purposes of this exclusion, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.
30. **Product Function**
Claims arising from the failure of a product to perform its intended function.

Policy Conditions

The following conditions apply to the whole policy unless stated otherwise below. Other special conditions that may be applicable to a section of cover will be set out in the section of cover:

Observance	Our liability to make any payment under this policy will be conditional on You and the Insured Contractor complying with the terms and conditions of this insurance.
Claims	DWF Law LLP act on behalf of Zurich Insurance plc in respect of claims
Conduct of Claim	<p>I. You shall at all times co-operate with Us and give to Us and the Authorised Professional evidence, documents and information of all material developments and shall attend upon the Authorised Professional when so requested at Your own expense.</p> <p>II. We shall have direct access at all times to and shall be entitled to obtain from the Authorised Professional any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and You shall give any instructions to the Authorised Professional which may be required for this purpose. You or Your Authorised Professional shall notify Us immediately in writing of any offer or settlement and You must secure Our written agreement before accepting or declining any such offer.</p> <p>III. We will not be bound by any promise or undertaking given by You to the Authorised Professional or other person without Our agreement.</p>
Representation	<p>We will take over and conduct in Your name the settlement of any claim. The Authorised Professional nominated and appointed by Us will act on Your behalf and You must accept Our nomination.</p> <p>You may nominate Your own Authorised Professional whose name and address You must submit to Us. In selecting Your Authorised Professional, You shall have regard to the common law duty to minimise the cost for Your claim. Any dispute arising from this shall be referred to Arbitration in accordance with the policy Conditions.</p> <p>Where You have elected to use Your own nominated Authorised Professional, You will be responsible for any Professional Fees in Excess of Our Standard Professional Fees.</p>
Recovery of Costs	You should take all steps to recover costs charges, fees or expenses. If another person is ordered, or agrees, to pay You all or any costs charges, fees, expenses or compensation You will do everything possible (subject to Our directions) to recover the money and hold it on Our behalf. If payment is made by instalments these will be paid to Us until We have recovered the total amount that the other person was ordered, or agreed to pay by way of costs, charges or fees.
Arbitration	Any dispute between You and Us , which is not solved by the policy, will be governed by the laws of England and Wales and shall be referred to a single arbitrator who shall either be a solicitor or barrister on whom We both agree. If We cannot agree, one will be nominated by the Law Society. Where appropriate the dispute will be resolved on the basis of written submissions. The costs of resolving the dispute will be met in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs.
Fraudulent Claims	<p>If You make a fraudulent claim under this policy then We:</p> <ol style="list-style-type: none"> will not pay such fraudulent claim; may recover from You any sums that We paid You in respect of the claim; and may give You notice to terminate this policy with effect from the time of the fraudulent act.

	<p>A fraudulent claim includes supporting a claim by fraudulent documents, devices or statements (whether or not the claim itself is genuine) and exaggerated claims.</p> <p>If We do terminate this policy then We will refuse all liability to You for claims under this policy occurring after the time of the fraudulent act; and We will not return any of the premium. Such termination of policy by Us will not affect the policy with respect to a claim occurring prior to the fraudulent act.</p>
Due Care	You must take due care to prevent incidents that may give rise to a claim and to minimise the amount payable by Us
Cancellation	<p>After Your cooling off period You may cancel the insurance cover at any time by informing Your Agent however no refund of premium will be payable.</p> <p>We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to You at Your last known address. Valid reasons may include but are not limited to:</p> <ol style="list-style-type: none"> I. Where We reasonably suspect fraud II. Non-payment of premium III. Threatening and abusive behaviour IV. Non-compliance with policy terms and conditions
Cooling Off	You have the right to cancel this policy on the date of inception of the Period of Insurance or within the first fourteen (14) days from the purchase of the policy, whichever is the later. In the event that You invoke cancellation under this cooling off provision then all premium will be refunded to You (by the original payment method) and the policy will be cancelled ab initio – that is, no cover will have ever been in force and You shall have no rights to any indemnity under the policy at any time. After this period cancellation will be as per the cancellation clause.
Acts of Parliament	Any reference to Act of Parliament within this policy shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland, Northern Ireland, the Channel Islands, the Isle of Man and under European Law where applied in the United Kingdom.
Contracts (Rights of Third Parties) Act 1999	Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.
Notices	Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.
Claims Notification and Helpline	All potential claims must be reported initially to the Claims Notification and Helpline service for support.
Claims Notification and Helpline: - 0161838 0463	We will not accept responsibility if the notification service fails for reasons beyond Our control.
Law	This policy shall be governed by and construed in accordance with the Law of England and Wales unless the Policyholder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the Event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.
Fair Presentation of the Risk	<p>a) At inception and renewal of this policy and also whenever changes are made to it at Your request You must:</p> <ol style="list-style-type: none"> i) disclose to Us all material facts in a clear and accessible manner; and ii) not misrepresent any material facts.

- b) If **You** do not comply with clause a) of this condition and the non-disclosure or misrepresentation by **You** is proven by **Us** to be deliberate or reckless of this condition **We** may:
- i) avoid this policy which means that **We** will treat it as if it had never existed and refuse all claims in which case **We** will not return the premium paid by **You**; and
 - ii) recover from **You** any amount **We** have already paid for any claims including costs or expenses **We** have incurred.
- c) If **You** do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what **We** would have done if **we** had known about the facts which **You** failed to disclose or misrepresented:
- i) if **We** would not have provided **You** with any cover **We** will have the option to:
 - 1) avoid the policy which means that **We** will treat it as if it had never existed and repay the premium paid; and
 - 2) recover from **You** any amount **We** have already paid for any claims including costs or expenses **We** have incurred
 - ii) if **We** would have applied different terms to the cover **We** will have the option to treat this policy as if those different terms apply. **We** may recover any payments made by **Us** on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
 - iii) if **We** would have charged **You** a higher premium for providing the cover **We** will charge **You** the additional premium which **You** must pay in full.