



Office and Professionals Insurance Policy from Direct Line – Key Facts

Please read this document carefully. It's a summary of the key benefits, exclusions and conditions of this policy. It doesn't contain the full terms and conditions – you can find these in your policy booklet.

Office and Professionals Insurance Policy from Direct Line

This policy is underwritten by U K Insurance Limited, an Insurance Undertaking, and runs for 12 months. Your policy schedule and policy booklet show the sums insured, limits, conditions and excesses. Please read your policy documents carefully and regularly review your cover, to make sure the levels of cover you've chosen meet your needs.

This policy meets the demands and needs of businesses requiring cover for liability or property damage claims made by clients, visitors, people they visit, and members of the public; and/or requiring cover for contents, business equipment and buildings.

The optional Legal Expenses cover meets the demands and needs of those who need cover for legal costs up to £250,000 for things like contract disputes with suppliers or customers, employment disputes, statutory licence appeal, legal defence of criminal prosecutions relating to your business.

Just to let you know, our consultants may receive a bonus if you purchase any cover with us.

You are under a duty to make a fair presentation of the risk to us before the inception, renewal and alteration of your policy. This means that you must tell us about and/or provide to us all material information or tell us and/or provide to us sufficient information to alert us of the need to make further enquiries to reveal such material information. This information needs to be provided in a clear and accessible manner.

Material facts are those which are likely to influence us in the acceptance of the terms or pricing of your policy. If you have any doubts as to whether any information is material you should provide it to us.

Failure to disclose any material fact may invalidate your policy in its entirety or may result in your policy not responding to all or part of an individual claim or class of claims.

In order to comply with your duty to make a fair presentation you must also have conducted reasonable searches for all relevant information held:

- within your business (including that held by your senior management and anyone who is responsible for your insurance); and
- by any other person for whom cover is provided by this insurance.

Public and Products Liability (optional cover)

What it's for	Key benefits	Key exclusions	Key conditions you'll need to meet
Covers your legal liability for compensation awarded to any claimant in connection with your business: • for accidental injury to your customers, visitors, people you visit or members of the public • for accidental damage to property that doesn't belong to you Within the Territorial Limits being anywhere in the United Kingdom, the Channel Islands and the Isle of Man unless otherwise stated in the Schedule. (See also Overseas Personal Liability Extension) This includes: • your legal costs if we're	Motor contingent liability - covers your legal liability when your employees are driving a vehicle not owned by your business in the course of their work Health and Safety at Work Act legal costs and expenses Compensation for court attendance connected to a claim (up to £500 per day for partners/directors and £250 for each employee) Corporate manslaughter up to the indemnity limit Cover for your legal liability for damage to leased, rented or hired premises Data Protection Act cover, up to a limit of £500,000	The excess shown in your schedule for each property damage claim The cost of replacing faulty goods or putting faulty workmanship right Products apart from books, stationery, documents, flyers and the like that you use to promote or fulfil non manual services. Or food and drink supplied to employees or visitors. Products that you supply which you're aware will be exported Pollution or contamination unless it's caused by a sudden and unintended incident	
 defending the claim the claimant's legal costs if you're found liable 			

Up to the limit shown in your		
schedule		

Material Damage (optional cover)

What it's for	Key benefits	Key exclusions	Key conditions you'll need to meet
To pay for repair or to replace your property damaged or lost due to causes insured by the policy; for example fire, storm, flood, escape of water, theft, accidental damage Cover available for:	Trace and access pays up to £25,000 per claim to find the source of leaks which have caused damage to your property Accidental damage to underground service pipes and cables Seasonal increase in your stock sum insured Alternative accommodation costs up to £50,000 not longer than 24 months from the date of the damage if working from home Replacement locks if your keys are stolen, up to £25,000 Loss of metered water or heating oil, up to £15,000 Unauthorised use of gas, water or electricity, up to £25,000	The excesses shown in your schedule The £500 excess for damage caused by storm to a flat roof or a roof made from felt on timber Damage to walls, gates and fences caused by storms or floods Malicious damage, theft, and escape of water after the property's been unoccupied for more than 30 days Damage caused by corrosion, dampness, dryness, or wet or dry rot Damage caused by wear and tear or gradual deterioration Disappearances or shortages of property that you only discover when doing a stock take, which can't be traced to a specific event Loss or damage you can claim for under a maintenance agreement, warranty or guarantee If you've selected Subsidence, damage caused by the normal bedding down of new buildings	If any part of your property has a flat roof, or a roof made from felt on timber, you need to have it inspected every two years by a competent roofing contractor, and get any work done that they recommend. If you have a burglar alarm, you need to meet the burglar alarm conditions in your policy under 'Additional Condition A - Intruder Alarm You need to meet the minimum security conditions as shown in your schedule If you've selected Subsidence, you need to tell us immediately about any demolition, groundworks, excavation or construction being carried out on an adjoining site.

What it's for	Key benefits	Key exclusions	Key conditions you'll need to meet
 To pay for repair or to replace your property accidentally damaged or lost within the Territorial Limits being anywhere in the United Kingdom, the Channel Islands and the Isle of Man unless otherwise stated in the Schedule. We offer cover for: Business tools and equipment Stock Stock in transit by carriers Personal belongings 	Damage to any property other than stock while in transit to, from or at exhibitions and trade shows up to £1,000 Personal effects belonging to the driver and anyone accompanying them in a vehicle up to £500	 The excess shown in your schedule Any damage caused by wear and tear or gradual deterioration Damage caused by corrosion, dampness, dryness, or wet or dry rot Damage to moveable property in the open or in opensided buildings caused by wind, rain, hail, sleet, snow, flood or dust Theft or attempted theft between 9pm and 6am unless the property is in the custody of you, your partners, directors or employees or in a securely locked building Theft from a vacant building Property hired out 	If you leave a loaded vehicle unattended at any time, you must: make sure it's locked remove all keys close all windows switch on any immobilisers or alarms Between 9pm and 6am, the vehicle must also be in a locked building or an open vehicle enclosure which is securely locked and/or constantly guarded

Property Away from the Premises (or Business Property if the business doesn't have its own premises) (optional cover)

Business Interruption at your own premises (optional cover)

What it's for	Key benefits	Key exclusions	Key conditions you'll need to meet
To cover turnover lost following damage to the property you operate from due to causes insured by the policy for example fire, storm, flood, escape of water, theft, accidental damage	 To replace lost turnover following damage due to an insured cause to: your property the property of one of your suppliers a nearby property which stops you gaining access to your property third-party sites where you store your property 		If your business is registered for Value Added Tax, we'll make any claims payments exclusive of VAT

It also pays for costs you incur solely to try to	
avoid losing turnover, or to reduce the amount of	
lost turnover	

Business Interruption at third party premises where you work (optional cover)

What it's for	Key benefits	Key exclusions	Key conditions you'll need to
			meet
It pays for costs you incur solely to try to avoid losing turnover, or to reduce the amount of lost turnover following damage to the property you use or occupy due to causes insured by the policy for example fire, storm, flood, escape of water, theft, accidental damage			If your business is registered for Value Added Tax, we'll make any claims payments exclusive of VAT

Employers' Liability (optional cover)

What it's for	Key benefits	Key exclusions	Key conditions you'll need to meet
Covers injury to your employees in the course of their employment.	Compensation for court attendance connected to a claim (up to £500 per day for partners/directors and £250 for each employee)	Claims by employees who normally live somewhere other than Great Britain, Northern Ireland the Channel Islands or the Isle of Man.	You'll need to get our agreement in writing before you incur any legal costs in relation to a claim
 This includes: your legal costs if we're defending the claim the claimant's legal costs if you're found liable 	Corporate manslaughter up to the indemnity limit Can be extended to include injury to working partners	Injury to employees, other than the driver, which happens while they're in a motor vehicle being used by your business.	
Up to £10 million of cover			
Territorial Limits being the United Kingdom, the			

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Channel Islands and the Isle of Man unless otherwise		
specified in the Schedule.		

Theft of Takings (optional cover)

What it's for	Key benefits	Key exclusions	Key conditions you'll need to meet
Covers loss of takings that are stolen or damaged while they're: in transit in a bank night safe in your premises (if you work from an office) in the home of an authorised person working in the business on you or anyone in your business at any third party premises where you work Within the Territorial Limits being anywhere in the United Kingdom, the Channel Islands and the Isle of Man unless otherwise stated in the Schedule.	Clothing and personal effects (including money) belonging to people working in your business, as a result of a theft or attempted theft up to £1,000 per person for each claim. Fraudulent use of business credit cards up to £1,000 Injury caused to your directors, partners and employees aged between 16 and 75 during the course of a theft or attempted theft	The excess shown in your schedule Losses due to fraud or dishonesty of your partners, directors or employees, if it isn't discovered within 14 working days of the loss happening Money stolen from unattended motor vehicles Money left overnight in outbuildings Death or disablement made worse by a pre-existing physical or mental condition following injury during the course of a theft or attempted theft	You must keep a record of money on the premises in a different secure place to where the money is being stored All safe keys and codes must be in the custody or you, your partners, directors or authorised employees, or deposited in a secure place that's not near the safe Outside of business hours, you must leave the drawers of cash tills open with all contents deposited in a secure place that's not near the cash tills. For claims for fraudulent use of credit cards, once you discover the loss, you must tell: • the issuing company immediately • the police within 24 hours

What it's for	Key benefits	Key exclusions	Key conditions you'll need to meet
 Pays legal expenses in connection with your business Territorial Limits For Legal Defence Insured Incidents (excluding 5 Statutory Notice Appeals), and H Personal injury: The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey. For all other Insured Incidents: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands 	 Pays up to £250,000 per claim Pays for legal costs incurred in connection with: Employment disputes and compensation awards Legal defence Statutory licence appeal Contract disputes Tenancy disputes Debt recovery Property protection Personal injury Tax protection 	 Civil claims which DAS decide have a less than 51% chance of succeeding Expenses incurred before DAS have accepted your claim in writing Fines and compensation you're ordered to pay, other than compensation for sections Employment disputes and Legal defence The first £500 of any contract dispute claims for more than £5,000 Total payments for compensation awards of more than £1 million during the term of the policy Employment disputes which started within 90 days of the policy start date Personal injury claims due to: an illness or injury which develops gradually psychological injury or mental illness unless it follows a specific or sudden accident that's caused physical bodily injury clinical negligence 	You need to inform DAS of any claims within 180 days of the date you should've known about the incident you wish to claim for DAS need to have agreed to the legal action you want to take You must tell DAS if anyone offers to settle a claim and mustn't negotiate or agree to any settlement without DAS's agreement in writing.

Commercial Legal Expenses (claims are administered by DAS Legal Expenses Insurance Company Limited) (optional cover)

Cyber risks (claims are administered by HSB Engineering) (optional cover)

What it's for	Key benefits	Key exclusions	Key conditions you'll need to meet
 Provides cover for: Damage to computer systems, data and your loss of business income following a cyber event Costs incurred if you are a victim of cyber crime Data breach expenses if you fail to keep your data privacy obligations Cyber liability – third party liability including defence costs 	 The cost of investigating and rectifying any damage to your computer systems, and restoring data following a cyber event. The cost of locating and removing a computer virus from your computer systems. The cost of hiring professional consultants to provide recommendations on how to prevent your computer system from being infected by a computer virus or how to prevent hacking following a cyber event. Your loss of business income and costs you incur to try to avoid losing income, or to reduce the amount of lost income during the indemnity period resulting from a cyber event. Your financial loss if you are victim of a cyber crime. The cost of hiring legal and forensic information-technology services to investigate the data breach and tell you how You should respond; the cost of informing and supporting affected parties. 	 The Sum Insured shown in your schedule is the most we will pay in total for the period of insurance, regardless of the number of claims or claimants. The excess amount shown in your schedule and any loss of business income arising during the time excess shown in your schedule. We will not pay for the value of data to you if it cannot be restored or recreated. Any financial loss resulting from actual or alleged fraudulent use of credit card or debit card. Product liability or professional indemnity claims for any inadequate or incorrect Professional advice or services you have to pay under a contract for any delay or shortfall in performance or efficiency. Any losses caused by wear and tear or gradual deterioration. Circumstances which you knew about before taking this cover. We will not provide cover, pay any claim or provide any benefit under this policy if by doing so it would expose us to any sanction, prohibition or restriction 	 meet You need to make sure that you comply with the data backup, firewall and antivirus conditions in your policy book. You need to immediately tell the police about any loss or damage relating to crime and obtain a crime reference number. You must not admit responsibility or liability, or agree to pay any money or provide any services on our behalf, without our written consent. You must make sure that your computer system is used and maintained as recommended by the manufacturer or supplier. If your business is registered for Value Added Tax, we'll make any claims payments exclusive of VAT unless You can't recover part or all of the VAT You have paid.
	 Cover for claims made by a third party if you: fail to secure or prevent unauthorised use or access to data; or 	under United Nations resolutions or the trade or economic sanctions, laws or regulations of the EU, UK or USA.	

• if you unintentionally transmit a virus or fail	
to prevent a hacking attack.	

Professional Indemnity if you're an architect or surveyor (claims are administered by Tokio Marine HCC) (optional cover)

What it's for	Key benefits	Key exclusions	Key conditions you'll need to	
			meet	
 Cover is provided on a civil liability basis and specifically provides cover for claims made against you for legal liability arising from: Breach of professional duty Dishonesty of employees Libel or slander Unintentional breach of confidentiality Unintentional infringement of intellectual property rights Loss of or damage to 	Costs of prosecuting claims for infringement of Your intellectual property rights. Defence costs (lawyers, court costs, experts etc) which are payable in addition to the indemnity limit. Collateral warranties – claims arising from these are explicitly covered with no limit on assignments. Data Protection cover – this relates to the legal costs incurred to defend a criminal prosecution under the Data Protection Act. Retro active cover. Covers your business from the date you first bought a professional indemnity policy.	Claims and circumstances known at inception of cover. Work subject to North American Jurisdiction. Patents. Viruses. Valuations.		
documents Up to the limit shown in your schedule				

Professional Indemnity if you're an estate agent or property manager (claims are administered by Tokio Marine HCC) (optional cover)

What it's for	Key benefits	Key exclusions	Key conditions you'll need to meet
Cover is provided on a civil liability basis and specifically provides cover for claims	Costs of prosecuting claims for infringement of Your intellectual property rights.	Claims and circumstances known at inception of cover.	

made against you for legal	Defence costs (lawyers, court costs, experts etc)	Surveys or valuations other than for the purpose of	
liability arising from:	which are payable in addition to the indemnity limit.	establishing a price for the marketing of a property for sale.	
Breach of professional			
dutyDishonesty of	Data Protection cover – this relates to the legal costs incurred to defend a criminal prosecution	Work subject to North American Jurisdiction.	
employeesLibel or slander	under the Data Protection Act.	Viruses.	
 Unintentional breach of confidentiality Unintentional infringement of intellectual property rights Loss of or damage to documents 	Retro active cover. Covers your business from the date you first bought a professional indemnity policy.	Trading losses, fines and penalties	
Up to the limit shown in your schedule			

Professional Indemnity if you work in the I.T. industry (claims are administered by Tokio Marine HCC) (optional cover)

What it's for	Key benefits	Key exclusions	Key conditions you'll need to meet
Cover is provided for claims made against you for legal liability arising from:	Defence costs (lawyers, court costs, experts etc) which are payable in addition to the indemnity limit.	Transmission of a virus. Liability incurred due to unauthorised access to, use of	
nuonity ansing nom.		or denial of service attack against your computer	
Breach of ContractBreach of professional	Data Protection cover – this relates to the legal costs incurred to defend a criminal prosecution	system.	
dutyNegligent acts, errors or	under the Data Protection Act.	Claims and circumstances known at inception of cover.	
omissionsDishonesty of	Retro active cover. Covers your business from the date you first bought a professional	Deliberate acts.	
employeesAny form of defamation	indemnity policy.	North American exposure.	
Infringement of intellectual property		Third party defects.	

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Costs for prosecuting infringement of the	Trading losses, fines and penalties.	
insured's IP	Patents.	
 Disparagement and 		
malicious falsehood		
Up to the limit shown in your schedule		

Professional Indemnity if you work in media or marketing (claims are administered by Tokio Marine HCC) (optional cover)

What it's for	Key benefits	Key exclusions	Key conditions you'll need to meet
Cover is provided on a civil liability basis and specifically provides cover for claims made against you for legal liability arising from: Unintentional infringement of intellectual property rights including copyright Any form of defamation Product disparagement Breach of duty in the sale or supply of a product Negligent acts, negligent misstatement or negligent misrepresentation Breach of license to use a third party's trademarked or copyrighted matter	Defence costs (lawyers, court costs, experts etc) which are payable in addition to the indemnity limit. Data Protection cover – this relates to the legal costs incurred to defend a criminal prosecution under the Data Protection Act. Retro active cover. Covers your business from the date you first bought a professional indemnity policy.	Liability incurred due to a hacking attack. Claims and circumstances known at inception of cover. A breach of contractual duty, or duty of care owed which goes beyond that implied by common law or statute. North American exposure. Patents.	

Dishonesty of employees		
Up to the limit shown in your schedule		

Professional Indemnity if you're an accountant or bookkeeper (claims are administered by Tokio Marine HCC) (optional cover)

What it's for	Key benefits	Key exclusions	Key conditions you'll need to
			meet
Covers claims made against you arising from:	The wording complies with the PI requirements of the Institute of Chartered Accountants and the	Claims and circumstances known at inception of cover.	
	Association of Chartered Certified Accountants.	Claims by Insurance Companies unless they have	
Any civil liability		obtained a judgement in a court.	
 Loss of or damage to 	Defence costs (lawyers, court costs, experts etc)		
documents	which are payable in addition to the indemnity	North American exposure.	
	limit.		
Up to the limit shown in your		Viruses.	
schedule			
		Trading losses, fines and penalties.	

Professional Indemnity if you're a business or management consultant (claims are administered by Tokio Marine HCC) (optional cover)

What it's for	Key benefits	Key exclusions	Key conditions you'll need to meet
Cover is provided on a civil liability basis and specifically	Defence costs (lawyers, court costs, experts etc.) are payable in addition to the indemnity limit.	Claims and circumstances known at inception.	
provides cover for claims		War, terrorism and nuclear risks.	
made against you for legal	Data Protection cover – this relates to the legal		
liability arising from:	costs incurred to defend a criminal prosecution under the Data Protection Act.	Work subject to North American Jurisdiction.	
Breach of professional		Viruses.	
duty	Retro active cover. Covers your business from		
Defamation (Libel or	the date you first bought a professional		
Slander)	indemnity policy.		
 Dishonesty of employees 			

 Unintentional breach of confidentiality Unintentional infringement of intellectual property rights 		
Up to the limit shown in your schedule		

Professional Indemnity if you work in a profession not listed above (claims are administered by Tokio Marine HCC) (optional cover)

What it's for	Key benefits	Key exclusions	Key conditions you'll need to meet
 Cover is provided on a civil liability basis and specifically provides cover for claims made against you for legal liability arising from: Breach of professional duty Defamation (Libel or Slander) Dishonesty of employees Unintentional breach of confidentiality Unintentional infringement of intellectual property rights Up to the limit shown in 	Defence costs (lawyers, court costs, experts etc.) are payable in addition to the indemnity limit. Data Protection cover – this relates to the legal costs incurred to defend a criminal prosecution under the Data Protection Act. Retro active cover. Covers your business from the date you first bought a professional indemnity policy.	Claims and circumstances known at inception. War, terrorism and nuclear risks. Work subject to North American Jurisdiction. Viruses.	

Policy Extension

What it's for	Key benefits	Key exclusions	Key conditions you'll need to meet
Pays to repair or replace electrical and mechanical equipment that has broken down	 Cover is automatically included as standard for business property you've insured in the Material Damage section Cover is up to £5 million for a single accident. Within this amount, cover is up to: £500,000 for a single accident to computer equipment while it's at the premises shown in the schedule £5,000 for a single accident to computer Equipment while in a member country of the EU £5,000 for a single accident to portable computer equipment anywhere in the world. It also covers costs up to £50,000 per accident for reinstating onto tapes or discs data lost or damaged following an accident to computer equipment. Cover for damage to perishable goods due to a change in temperature caused by an accident or failure of the electricity supply. This is up to £15,000 for any other perishable goods. Damage to property resulting from the explosion of a steam boiler, economiser, superheater, or steam vessel, up to £1 million per accident. 	The £200 excess for each claim Equipment whilst in a private dwelling unless the Equipment is your property owned by the business or for which the business is responsible. Breakdown caused by wear and tear Maintenance and servicing of equipment Equipment you've manufactured for sale Damage to data, discs or tapes caused by programming errors, computer viruses or introduction of malicious code Costs you can recover under a maintenance agreement or a warranty or guarantee 20% of any loss for perishable goods where the refrigeration unit is more than 10 years old. Business interruption resulting from damage to own surrounding property.	You need to make sure all equipment is adequately maintained You must back up original data at least once every 7 days You must take precautions to make sure that all data is stored safely

Equipment Breakdown policy extension (claims are administered by HSB Engineering) (covered when you've chosen Material Damage)

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Up to £10,000 for hire of substitute equipment until the broken down equipment is repaired or	
replaced	

What's not covered	Conditions you'll need to comply with
Damage or loss due to computer viruses or hacking. This exclusion doesn't apply to the Public and Products Liability section or the Employers' Liability section.	You must give us a fair presentation of the risk, which means telling us all material information about you and your business, which you're aware of, or ought to be aware of. Material information is information which could affect whether we accept your application for insurance, or the
Damage or loss caused by pollution and contamination. This exclusion doesn't apply to the Public and Products Liability section or the Employers' Liability	premium, terms or conditions we offer.
section.	You must let us know about any changes to your business as soon as possible
Fraudulent or exaggerated claims	You need to take reasonable precautions to reduce the likelihood of claims
	You need to comply with any security requirements we've asked for
	 If your property has been unoccupied for more than 20 days, you need to: turn off all services at the mains (except electricity if needed to maintain a fire or burglar alarm system)
	drain the water and heating system
	 inspect your property weekly and take away any combustible materials like newspapers and junk mail
	secure your premises against unauthorised entry
	If you need to make a claim, you should tell us about it as soon as possible, and give us any help or information we ask for
	If your claim is for vandalism, theft, attempted theft or loss of money, you must tell the police immediately

How to Pay

You will have an option to pay either annually by Direct Debit, Credit or Debit card, or if eligible, by instalments on a date selected by you.

Your right to cancel

If this cover doesn't meet your needs, you can cancel it by calling us on **0345 305 0504.**

If you cancel your policy within 14 days of your cover start date or the date you receive your policy documents (whichever is later), we'll return the premium you paid us in full, as long as you haven't made any claims since the policy started, we'll refund any premium paid for the remaining term of the policy, less an administration fee of £25 plus Insurance Premium Tax.

How to make a claim

To make a Legal Expenses claim, please call **0345 878 5024**. To make a Professional Indemnity claim, please call **0207 648 1122**. To make a Cyber claim, please call **0330 100 3432** or email <u>new.loss@hsbeil.com</u>. To make any other claim, please call us on **0345 303 1753**.

How to complain

If you need to complain, please call us on **0800 051 0538 or 01239 636 082**. If your complaint is about a claim, please call your claims handler, whose details will be shown on your claims documents. If you'd prefer to write, please address your letter to:

Claims complaints - The Technical Operations Manager at the address shown on your claims documents For all other complaints - The Customer Relations Team at Direct Line For Business, Churchill Court, Westmoreland Road, Bromley, BR1 1DP.

If we can't settle the matter with you, you can refer your complaint to The Financial Ombudsman Service (FOS) at Exchange Tower, London E14 9SR. Phone 0800 023 4567 or 0300 123 9123.

Details about our regulator

Direct Line for Business policies are underwritten by U K Insurance Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms, is <u>www.fca.org.uk</u>, or you can call them on **0800 111 6768**.

Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, if a company becomes unable to meet all of its liabilities to policyholders, compensation may be available. Insurance is covered for 90% of the claim without any upper limit. For compulsory classes of insurance, insurance is covered for 100% of the claim, without any upper limit. You can get more Information by asking us or visiting the Financial Services Compensation Scheme website <u>www.fscs.org.uk</u>.

If you ask us to, we'll be happy to send you any of our brochures, letters or statements in Braille, large print or audio.