



*A new single unified policy for SMEs*

**1 PRE LOSS**

*Plan for a disaster*

**2 AT LOSS**

*When disaster strikes*


**3 POST LOSS**

*Insured's own loss assessor*

*"Our office was recently damaged by fire and First Recovery dealt swiftly and effortlessly in relocating us into new offices. Within 24 hours we were fully operational"*

James Kersh  
MD Sutton Kersh





***“It was brilliant to have  
First Recovery take charge  
and organise us to the  
extent that we were up  
and running so quickly”***

*Kathryn Gallen  
MD of 2nd City Resourcing*

**FIRSTRECOVERY™**  
*back to business - fast*

Thank you for choosing First Recovery. We are here to help should a disaster befall your business premises rendering them unsuitable for ongoing occupation.

Both the Department of Business & Enterprise and leading UK insurers have identified that as many as 80% of SME businesses that suffer a disaster cease trading within two years even though the majority had insurance in place. The single most important reason for these companies failing is the lack of recovery planning.

***Your First Recovery Professional Edition policy gives you –***

- 1** Access to BRIO - Business Recovery Information Online – which allows you to create your own plan for when disaster strikes.
- 2** Emergency disaster recovery providing you with a functioning office environment normally within 24 hours of gaining access to the alternative premises.
- 3** The services of expert assessors and other professionals to prepare, handle and negotiate your claim with insurers.



## 1 PRE LOSS BRIO

*When the unexpected happens, being unprepared often leads to an unhappy scenario for all involved.*

Business recovery planning is critical to a company's chance of overcoming a disaster yet the vast majority of businesses within this sector fail to develop a worked through, robust plan for when disaster strikes.

Our research reveals that the vast majority of small to medium sized businesses believe a disaster recovery plan to be of clear value and benefit at a time of crisis yet many have not developed genuine strategies for a variety of reasons – "too difficult", "too time consuming", "don't know where to start", etc.

In response to this feedback First Recovery developed BRIO – Business Recovery Information Online - which gives SMEs the tool to better organise and structure their recovery planning.

This policy gives you access, via the First Recovery website, to BRIO which takes you through step by step many of the scenarios you may have to consider as part of a recovery plan. The use of plain English and the 'tick box' nature of much of the questionnaire provide a simple to use tool which can be completed easily and quickly.

Simply go to the 'BRIO Log In' on the home page of our website [www.firstrecovery.co.uk](http://www.firstrecovery.co.uk) to set up & register your account.



Upon completion you will have a plan which can be easily updated and made available, as appropriate, to employees within the business. Knowing that plans are in place will give you and your employees confidence that when disaster strikes, coordinated and structured arrangements to minimise disruption will be deployed.



## 2 AT LOSS Emergency Disaster Recovery Service

*Should the business premises declared in the policy schedule 'become unfit for ongoing occupation' you can call upon our emergency disaster recovery service.*

### THE SERVICE

- emergency alternative premises in any one of over 500 office locations around mainland UK, as close as possible to your existing premises, complete with furniture, meeting rooms, reception facilities, copier and secretarial services. Please note we do not provide alternative commercial or industrial premises such as retail outlets or warehouses – our service provides a platform for communication to arrange such services after the immediate aftermath of a disaster.

### ADDITIONALLY WE WILL PROVIDE;

- an event manager who will arrange and oversee the service delivery on site
- reinstatement of your email service
- IT technicians who will install a PC network of either 6 or 12 workstations as designated in the schedule
- internet access
- redirection of telephone lines



## OUR COMMITMENT TO YOU

*We will identify emergency alternative premises within 4 hours of your call to mobilise our services.*

It is your responsibility to then pay the rental costs and any deposit required at the new premises. Your broker and our assessor – see 'Post Loss' - will work with you to help recover these costs from insurers as part of your claim, assuming the cause of the disaster is an 'insured peril' or 'event' under your insurance policy.

We recommend that you initially look to rent for the shortest period that the office provider will accept, typically one month. There may be a requirement for an additional one or two months' rental in the form of a deposit, for which you are responsible. All rental agreements are in your name and this allows you to extend your stay if appropriate or to take out more space if required.

*We will deliver all our IT and associated services within 48 hours of your agreement with the office services provider 'going live' i.e. once they have received your payment for rental of the alternative premises.*

*The IT installation and all associated First Recovery services are provided at no cost to you.*

Where the IT provided is required beyond the initial month, there is a charge of £100 + VAT per PC per month or part thereof. Again these costs would be sought in the claim.

Please note our service delivery commitment excludes weekends and Public Holidays.

## 3 POST LOSS

*SME businesses often do not have the resources to 'manage' many of the consequences arising after a disaster has impacted their business.*

This Policy provides you with the services of assessors and accountants to handle the often complex issues involved to ensure you receive the very best possible settlement of your claim. With this in mind it makes sense to have our resources at your disposal.

### KNOWLEDGE

Pressures have never been greater on insurers to reduce the costs of claims and as such repudiations and negotiated settlements are on the rise. Protracted claims negotiations help no one, least of all you, the Insured. Our assessors are experts in interpreting policy terms and conditions and they work directly for you leaving you to concentrate on getting your business back on its feet.

### QUANTIFICATION

Accurately quantifying policyholders' claims can be very complex and time consuming. Furthermore, once the claim has been quantified you must comprehensively demonstrate that the assessment of your loss is accurate. We quantify losses for policyholders all the time and we have the expertise to back up our assessments and the skills to negotiate them effectively with insurers.

### EXPERIENCE

Of course it helps that we have been assessing losses on behalf of policyholders for a very long time but the key to any negotiation is having access to the right skills to back up your claim. We only use Chartered Loss Adjusters, Chartered Accountants and Chartered Surveyors. It means that when we negotiate your claim we do it from a position of strength. The First Recovery Professional Edition Policy gives you access to a strong team of claims experts and negotiators.

### Key facts relating to the Post Loss section of the policy are as follows:

- The policy provides cover for Claims Experts fees up to £50,000 per claim
- The claim must be expected to exceed £25,000
- The claim must be covered under your primary policy covering your business assets and loss of profits
- The claim must relate to damage incurred at the location or locations specified on the Schedule
- The policy will not cover claims relating to motor vehicles registered for road use or liability claims of any nature.
- Full terms and conditions are contained within the policy wording included in this document.





## IMPORTANT ACTIONS TO TAKE

First Recovery will help your company when you need it most. To help us help you most effectively, take a few minutes to read the following:

1

Keep a record of your internet service provider (ISP), your e-mail service provider (if different) and the relevant usernames and passwords OFFSITE – you should record this and other critical information in the 'Edit Sites' section of BRIO.

2

Remember to notify us of any change to your business address at [customers@firstrecovery.co.uk](mailto:customers@firstrecovery.co.uk) quoting your Policy Number.

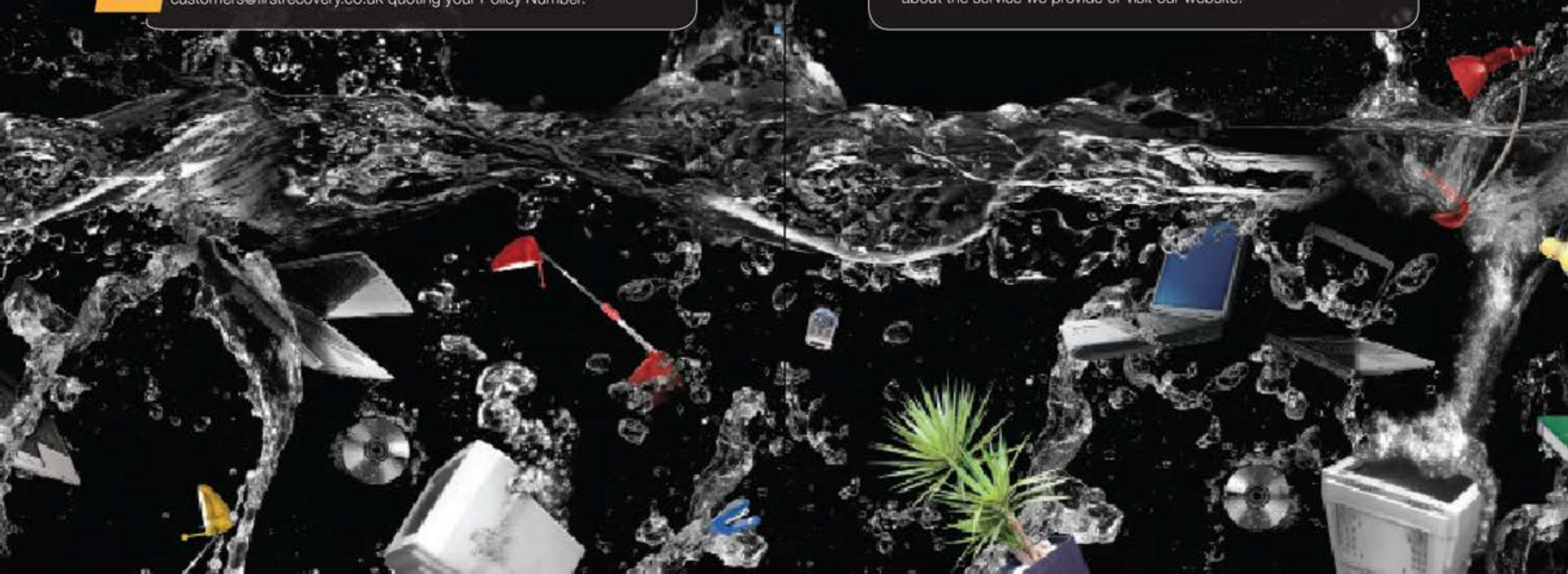
3

Backup your data. We will provide you with infrastructure in the form of alternative office premises, together with PCs, internet and email connectivity. However, for most businesses their own data is their most precious asset and trying to operate any business without access to this data is likely to prove difficult in the extreme. If you do nothing at present you run a severe risk that your business will struggle in the aftermath of a major incident.

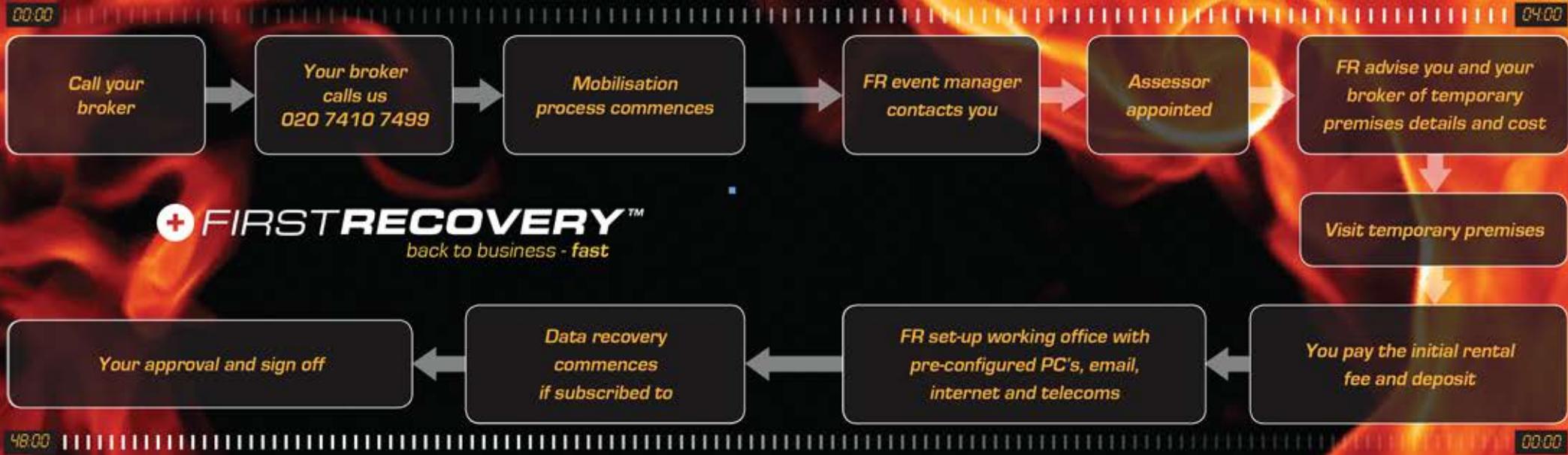
4

We offer an online data backup service which is easy to use and competitively priced as well as being safe, secure and reliable. Please call us on 0207 410 7499 if you would like to learn more about the service we provide or visit our website.

ACTION







## What happens in an emergency?

First, call your broker to discuss the circumstances of the incident with them. Your broker should then call us on **020 7410 7499** or our out of hours emergency number **03333 661 999** to report the event and to request mobilisation of the service.

We will assess the information provided and commence the mobilisation process to ensure that emergency aid is provided as soon as possible. At this time we will also appoint one of our assessors to start working with you immediately. They will contact you within 24 hours.

The recovery process will commence with contact from a First Recovery Event Manager, who will oversee and coordinate the service delivery relating to the alternative premises from start to finish.

A move to new temporary premises will result in significant upheaval and a degree of disruption to all aspects of your business. Whilst we will mobilise at your request, please be aware that the benefit of our service will be negated in situations where repairs to the damaged premises can be quickly carried out to allow reoccupation within a few days.

Once First Recovery has identified suitable alternative offices (where possible, of a similar status to your existing premises) we will contact you and your broker to advise you of the details of the premises including rental costs, minimum rental periods and facilities. We will typically give you a choice of premises wherever possible. This may not always be possible in more rural areas. You may wish to visit the premises before making a commitment which is understandable, however please be aware

our service delivery timeframe doesn't start until you have paid the initial rental fee required, allowing us access to the premises.

First Recovery technicians will attend the site, bringing with them pre-configured PCs. They will set up the network and provide e-mail and internet connectivity and will also arrange for your telephones to be redirected. If you have subscribed to our online data backup service they will commence the data recovery process. Alternatively they will assist in the reinstatement of data if you have made your own arrangements for backing up your data.

Finally, our Event Manager will then check with you that our services have been discharged to your satisfaction, and ask you to sign-off the necessary documentation.

### Reminder

Please now go on to add your technical and IT information in the 'Edit Sites' section of BRIO. The mobilisation process is typically more quickly deployed when we have the requested information available at the time of mobilisation rather than trying to gather these details immediately after an incident has occurred.

# Terms and Conditions – ‘At Loss’ Disaster Recovery Service

## 1. Interpretation

In these terms:

- ‘Appointed Representative’** means the person designated as such (in writing) by First Recovery and the Client respectively. **‘Broker’** means any insurance broker through which the Client has arranged the First Recovery Service. **‘Business Day’** means any day which is not a Saturday, a Sunday or a bank holiday or public holiday in England, Scotland and Wales. **‘Charges’** means the charges levied by First Recovery in accordance with the tariffs, scales, charges, invoicing methods and terms of payment set out in these terms and the Schedule Sheet. **‘the Client’** means the person named on the Schedule Sheet for whom First Recovery has agreed to provide the First Recovery Service in accordance with these terms. **‘Client Business Information’** means all information pertaining to and which is required for the continuation of the Client’s business including contact details for employees, contractors, agents, suppliers, customers, together with information relating to the Client’s e-mail service provider including dial-up telephone numbers, e-mail account names, and DNS internet provider address details. **‘the Client Premises’** means the business premises described in the Schedule. **‘the Contract’** means the contract for the provision of the First Recovery service by First Recovery to the Client. **‘the Emergency Accommodation’** means the alternative office accommodation for occupation by the Client to be arranged by First Recovery. **‘the Emergency IT System’** means the substitute IT system to be arranged by First Recovery, including PCs and a PC Network. **‘First Recovery’** means First Recovery Limited (registered in England under number 04631308) whose registered office is at 30 Camp Road, Farnborough, GU14 6EW. **‘the First Recovery Service’** means the disaster recovery facilitation services provided to the Client by First Recovery and/or its Service Partners described in the Schedule Sheet and these terms. **‘the IT Services Provider’** means the person chosen by First Recovery to provide the Emergency IT System and associated services to the Client. **‘Month’** means a calendar month. **‘the Office Services Provider’** means the person chosen by First Recovery to provide the Emergency Accommodation. **‘PC’** means a laptop-style or personal computer comprising a CPU, a screen, a keyboard, a mouse, an operating system software, an internet browser and e-mail software. **‘PC Network’** means a wireless network including desktop or laptop personal computers, a data hub and associated hardware and software. **‘Person’** includes an individual, a partnership, and any legal entity (including a company, a limited liability partnership and any other corporate body). **‘Reseller’** means a third party approved by First Recovery to market, distribute and sell the First Recovery Service. **‘Service Partner’** means the IT Services Provider and the Office Services Provider, either individually or collectively. **‘the Schedule Sheet’** means the sheet to which these terms have been appended by First Recovery. **‘VAT’** means value added tax at the applicable rate prevailing from time to time. **‘Week’** means a period of seven consecutive days. **‘Workstation’** means office furniture comprising a desk, chair and filing space, together with a telephone point and network point for e-mail and internet connection. Headings are for convenience only and shall not affect their interpretation. Unless the context otherwise so requires:  
(a) references to the Client and First Recovery include their permitted successors and assigns;  
(b) references to statutory provisions include those statutory provisions as amended or re-enacted; and  
(c) references to any gender include all genders.

In the case of conflict or ambiguity between any provision in these terms and the Schedule Sheet, the provision in the Schedule Sheet shall take precedence.

## 2. First Recovery’s Obligations

- 2.1 Upon receipt of instructions from the Client’s Appointed Representative, First Recovery shall provide to the Client those aspects of the First Recovery Service requested by the Client.  
2.2 First Recovery has no obligation to provide the First Recovery Service to the Client, or to continue providing it, unless:  
(a) The Client has suffered Direct Physical Damage which prevents the Client carrying on its usual and normal business activities at the Client Premises, and continues to do so; and  
(b) The Client has paid all First Recovery’s charges strictly in accordance with these terms and continues to do so.  
(c) The Client has paid the alternative office provider the fees required to gain entry to the premises.

## 3. The First Recovery Service

- 3.1 The First Recovery Service comprises the services described in this Clause 3.

### Emergency Accommodation

- 3.2 This service is subject to the ready availability of suitable accommodation.  
3.3 First Recovery shall use reasonable endeavours to have Emergency Accommodation made available to the Client (through the Office Services

Provider) as close as possible in distance to the Client Premises.

- 3.4 The Emergency Accommodation is intended to provide temporary accommodation in an emergency so as to enable the Client to carry on its fundamental business activities. It is not intended to be of a standard equivalent to that of the Client Premises, and First Recovery is not obliged to provide accommodation to such a standard. The Emergency Accommodation may provide a different Workstation, office and/or cubicle arrangement to that at the Client Premises.  
3.5 First Recovery shall use best endeavours to ensure that the rental agreement or lease in respect of the Emergency Accommodation is in the name of the Client.  
3.6 The client shall pay the Office Services Provider its fee for the initial rental period including any deposit or retainer required by the Office Services Provider.

### Emergency IT System

- 3.7 First Recovery shall use reasonable endeavours to have the Emergency IT System delivered and (subject to the Office Services Provider’s consent) installed at the Emergency Accommodation within 48 hours. The timeframe for service delivery is 48 hours commencing at the time the client or appointed broker confirms to First Recovery that the fees have been paid to the office provider hence enabling the First Recovery technicians entry to the premises. Weekends or Bank Holidays are excluded from the 48 hour timeframe. This service is subject to the ready availability of suitable IT equipment, software and facilities. Following the installation of the Emergency IT System, First Recovery shall use reasonable endeavours to arrange for appropriate tests to be carried out in order to ensure that it operates adequately in all material respects.  
3.8 Emergency Communications Redirect: First Recovery shall use reasonable endeavours to have telephone calls and facsimile messages directed to the Client’s normal telephone number(s) at the Client Premises diverted to the Emergency Accommodation within 48 hours. This is subject to any third party having any rights in, or control over, the Client Premises, any equipment or software there, or any relevant telecommunications network, providing all necessary permissions, co-operation and access.

## 4. Changes to the First Recovery Service

- 4.1 First Recovery may make any changes to the First Recovery Service which it reasonably believes are necessary to comply with any applicable health, safety or legal requirement.  
4.2 First Recovery may make any changes to the First Recovery Service which it reasonably believes do not materially affect the nature or quality of the First Recovery Service.

## 5. The Client’s Obligations

- The Client shall comply fully with these terms.  
5.2 The Client shall pay the charges set out in the Schedule Sheet.  
5.3 The client shall pay the office services provider such rental fees as are required to allow access to the building and occupation of the premises by the client.  
5.4 The Client shall comply fully with its agreement with the Office Services Provider.  
5.5 The Client shall pay the Office Services Provider all monies due in respect of the Client’s use or occupation of the Emergency Accommodation.  
5.6 The client shall pay First Recovery the rental fees for any parts of the Emergency IT System it retains beyond the first month.  
5.7 Co-operate fully with First Recovery and its agents.  
5.8 Do anything reasonably required by First Recovery (including executing any documents).  
5.9 The Client does not become the owner of anything provided by First Recovery, the Office Services Provider, or the IT Services Provider. Nor does the Client acquire any right or interest in or to any such things. The Client shall not dispose of them. The Client shall keep them safe and in good condition until they are returned, and they are at the Client’s risk until it returns them.  
5.10 The Client shall indemnify First Recovery against any liability which it incurs to any third party (including a Service Partner) as a result of:  
(i) the Client’s breach of this agreement; (ii) the Client’s breach of any terms which apply to the Client’s use of any equipment, software, premises, facility or service provided by a Service Partner.

## 6. Confidentiality

- 6.1 Any information provided by the Client which is designated confidential by the Client shall be kept confidential by First Recovery, and all confidential information provided by First Recovery which is designated confidential by First Recovery shall be kept confidential by the Client; but the foregoing shall

not apply to any information which is public knowledge at the time it is so provided, and shall cease to apply to any information which subsequently becomes public knowledge through no fault of the receiving party.

## 7. Limited Warranties

- 7.1 The First Recovery Service relates to arrangements for certain equipment, facilities and services to be made available by third parties (the Service Partners) to the Client in certain circumstances. First Recovery warrants that it will exercise reasonable care and skill when providing the First Recovery Service, which includes its selection of the Service Partners, but it does not give any condition, warranty or other assurance regarding any premises, equipment, software, facilities or services provided by the Service Partners other than that the person providing them will have the right to do so and that the Client will have the right to use them in accordance with the terms on which they are provided.  
7.2 All conditions, warranties and other terms regarding the First Recovery Service which would otherwise be implied (whether by law, by any circumstances, by the nature of the service, or otherwise) are excluded.  
7.3 All conditions, warranties and other terms regarding the Service Partners, and any premises, equipment, software, facilities or services provided by them, which would otherwise be implied (whether by law, by any circumstances, by the nature of what has been provided, or otherwise) are excluded.

## 8. Restricted Liability

- 8.1 First Recovery will not be liable for any loss of business, revenue or profit.  
8.2 First Recovery will not be liable for any loss of, or damage to, reputation.  
8.3 First Recovery will not be liable for any indirect or consequential loss or damage.  
8.4 Provided it has selected the Service Partners with reasonable care and skill, First Recovery will not be liable for any act, omission or representation of any third party (including the Service Partners), whether wilful, negligent, fraudulent, dishonest, reckless or otherwise.  
8.5 If First Recovery should be shown to have failed to have provided the First Recovery Service with reasonable care and skill, it will not be liable for any act, omission or representation of any third party (including the Service Partners), whether wilful, negligent, fraudulent, dishonest, reckless or otherwise, unless it ought reasonably to have foreseen that it was likely to occur.  
8.6 First Recovery will not be liable for any act, omission or representation of a Broker, or any other representative, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise.  
8.7 Recovery will not be liable for the consequences of any fault or omission on the part of the Client or its representative, including any instructions supplied by the Client not being received, being received late, being incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form.  
8.8 First Recovery will not be liable to pay more than £25,000, in aggregate and total, in respect of all claims arising out of this agreement, any breach of it, or any aspect of the First Recovery Service provided to the Client.  
8.9 A restriction of a party’s liability covers its liability on any legal or equitable basis for loss or damage of the kind described even if:  
(i) it is loss or damage of a kind which is in the contemplation of the parties, or ought reasonably to be in their contemplation, either at the time of entering into this Agreement or at any other time; (ii) it is loss or damage which arises naturally, in the ordinary course of things; or (iii) it is loss or damage resulting from that party’s negligence, or other negligence for which it would otherwise be liable.  
8.10 As special exceptions, a restriction of a party’s liability does not exclude or restrict any liability which it would otherwise have for any of the following:  
(i) any breach of any condition or warranty regarding title to any goods;  
(ii) any personal injury to anyone (whether or not it results in their death resulting from negligence); (iii) fraud.

## 9. Duration and Termination

- 9.1 The Client may terminate the Contract at any time.  
9.2 If the Client commits a material breach of these terms which cannot be remedied, First Recovery may terminate the Contract with immediate effect.  
9.3 If the Client commits a material breach of these terms which can be remedied, First Recovery may terminate the Contract with immediate effect if it has notified the Client of the breach and the Client has failed to remedy it within 14 days.  
9.4 First Recovery may terminate the Contract with immediate effect if:  
(i) the Client convenes a meeting of its creditors; (ii) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986; (iii) a proposal is made for any other composition scheme or arrangement with (or assignment for the benefit of) the Client’s creditors; (iv) the Client is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; (v) if a trustee, receiver, administrative receiver, administrator, liquidator or similar officer is appointed in respect of all or any part of the

business or assets of the Client; (vi) if a petition is presented, or a meeting is convened, for the purpose of considering a resolution for the winding up of the Client or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction), or other steps towards that end are taken.

## 10. Consequences of Termination

- 10.1 On termination of the Contract for whatever reason, First Recovery shall use reasonable endeavours to procure the return to the Client as soon as reasonably practicable of anything belonging to the Client which is in the possession or control of First Recovery or the Service Partners at the time of termination.  
10.2 Notwithstanding termination of the Contract, the Client shall pay to First Recovery all sums which have become due.  
10.3 Termination of the Contract for any reason shall not prejudice any other rights or remedies which either party would otherwise be entitled to, whether under these terms or otherwise, and shall not affect any accrued rights or liabilities of either party.  
10.4 Termination of the Contract for any reason shall not prevent the coming into force, or the continuation of, any provision which, either expressly or by implication, is intended to come into force upon, or continue after, such termination.

## 11. Force Majeure

- 11.1 A party is not in breach of this Agreement, or otherwise liable to the other party, as a consequence of its late performance or nonperformance of its obligations under this Agreement to the extent that its performance is delayed, hindered or prevented by any cause beyond its reasonable control (not including the acts and omissions of its own sub-contractors and the acts and omissions of the other party) provided it promptly notifies the other Party in writing of the reasons for the delay and uses all reasonable endeavours to avoid, overcome or minimise the effects of such delay and fulfils its outstanding obligations as soon as it becomes reasonably practicable to do so.

## 12. General

- 12.1 These terms, together with the Schedule Sheet, constitute the entire agreement between the parties and supersede any previous agreement or understanding. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.  
12.2 A notice to a party which is required or permitted by these terms must be in writing and must be delivered either at that party’s registered office or at such other address as, at the relevant time, it has identified for that purpose.  
12.3 A party’s delay in exercising any right, or seeking any remedy, in respect of any breach of these terms, or its failure to do so, shall not by itself amount to a waiver of that or any other breach and shall not by itself prevent that party exercising that or any other right, or seeking that or any other remedy, in respect of that or any other breach.  
12.4 First Recovery’s acceptance of any payment due under these terms shall not by itself amount to a waiver of any breach of these terms or any other agreement, including any previous failure by the Client to pay any monies due under these terms or any other agreement.  
12.5 If any provision is invalid or unenforceable, in whole or in part, that shall not affect the validity of any other provisions.  
12.6 The Client authorises First Recovery to act as its agent is to the extent that these terms provide for First Recovery to act on behalf of the Client. The Contract shall not create any other relationship of agency between First Recovery and the Client for any purpose whatsoever, and the Client shall not act or represent itself in any way so as to bind (or purport to bind) First Recovery.  
12.7 Nothing in these terms confers any benefit on, any person other than First Recovery (and its successors and assigns) and the Client. No one other than First Recovery (and its successors and assigns) and the Client may enforce or rely upon any of these terms. First Recovery (and its successors and assigns) and the Client may exercise any right they may have to rescind, terminate or vary these terms without informing, consulting or obtaining permission from any other person.  
12.8 English law shall apply to the Contract, and the parties agree to submit to the exclusive jurisdiction of the English courts.



# Terms and Conditions – Professional Edition Policy

**The Insurer:** AmTrust Europe Limited, St. James's Street, Nottingham, Nottinghamshire, NG1 6FG  
**The Coverholder:** Composite Legal Expenses Ltd, Suffolk House, Trade Street, Cardiff CF10 5DT

## Important Notice

All potential claims must initially be reported to First Recovery on 020-7 410 7499. Failure to do so may result in any subsequent claim being declined. The Insured should without delay notify First Recovery in the event of any loss, destruction, damage or interruption which may give rise to a claim under this insurance. Out of hours National Helpline: 0333 366 1999

This is a 'Claims Made' Policy. It only covers claims notified to Us during the Period of Insurance.

## 1. Consideration and Insurance

1.1 The Insured named in the schedule (the Insured) having made to the Insurers a declaration which shall be the basis of this contract and be deemed to be incorporated in this policy and having paid or agreed to pay the premium stated in the schedule the Insurer will, subject to the terms, limits and conditions of the policy (compliance with such conditions being deemed a condition precedent to the liability of the Insurer), indemnify the Insured in accordance with The Cover detailed below up to the limit of indemnity in respect of any Insured Event occurring within the Territorial Limits during the period of insurance.

## The Cover

### Section 1 - Claims Expert's Fees

#### 2. Limit of cover under Section 1

2.1 Claims Experts Fees and Expenses (as defined in clause 4) incurred by the Insured in the calculation and presentation of the insured losses to the insurers of the Primary Policy where there is an admissible or allegedly admissible loss covered by the Primary Policy.

#### 2.2 Provided that:

2.2.1 the Insured has paid the premium for the Primary Policy to the insurer who issued that Policy;

2.2.2 there has been a loss that is insured by the Primary Policy within the Territorial Limits that covers the interest of the Insured's client in the property or business and liability for payment is not disputed;

2.2.3 the amount of any property and/or pecuniary loss insured by the Primary Policy insurers exceeds, or is expected to exceed, the Franchise;

2.2.4 the liability of the Insurer shall not exceed the Claims Experts fees based on the total loss agreed or admitted by the Underwriters of the Primary Policy calculated in accordance with the scale of fees prescribed by the Policyholder;

2.2.5 the Insured notifies First Recovery of any occurrence which may give rise to a claim as soon as is reasonably practicable.

## Definitions

3. Appointed Claims Experts: The claims specialist, chartered accountant, chartered surveyor or any other appropriately qualified person appointed by the Insured with the agreement of the Coverholder to act for the Insured in accordance with the terms of this Policy.

4. Appointed Representative: The Appointed Solicitor or barrister or any other appropriately qualified person appointed by the Insured with the agreement of the Coverholder to act for the Insured in accordance with the terms of this Policy.

5. Claims Expert's Fees: 'Claims Experts Fees' means the fees and disbursements incurred by the Appointed Claims Expert.

6. Any One Claim: 'Any One Claim' means all loss or damage which arises from the same original occurrence shall be regarded as one claim.

7. Franchise: 'Franchise' is the amount specified in the Schedule which the property and / or pecuniary loss claim under the Primary Policy must exceed, or be expected to exceed, over and above any deductible applying to the Primary Policy before a claim under this insurance will be accepted. A material damage loss following which there is a related business interruption loss shall be deemed to be one claim under this insurance for the purposes of applying the Franchise.

8. Primary Policy: The policy insuring the Insured's client's property against physical loss or damage or consequential loss.

9. Time of occurrence: 'Time of Occurrence' means the time at which loss or damage insured by the Primary Policy occurred or commenced and which falls within the Period of Insurance.

10. Insured Event: 'Insured Event' means a claim under the Primary Policy giving rise to a claim under this policy or entitling the Insured to a service from First Recovery notified to First Recovery within the Period of Insurance.

11. Period of Insurance: 'Period of Insurance' means the Period of time specified on the schedule during which this Policy shall remain in force.

12. Limit of indemnity: 'Limit of indemnity' means the maximum amount payable

in respect of Any One Claim as specified in the Schedule or where the Period of Insurance is less than one year the pro rata proportion of such limit.

13. Territorial Limits: 'Territorial Limits' means the limits specified in the Schedule.

14. Legal Costs and Expenses: 'Legal Costs and Expenses' means the legal fees and costs and disbursements reasonably and properly incurred by the Appointed Representative under this policy, plus the legal costs awarded or otherwise payable by the Insured to the other party for a dispute accepted by the Insurer to be the subject of a claim under any operative section of this policy. Where the Insured is registered for VAT, the policy will not pay the VAT element of the Legal Costs and Expenses. Payment of the VAT will be the responsibility of the Insured.

## Policy exclusions

### 15. General exclusions

The Insurer shall not be liable for any claim for indemnity in respect of or arising from or relating to:

15.1 an Insured Event reported to First Recovery more than 30 days after its Time of Occurrence;

15.2 an Insured Event reported to First Recovery more than 30 days outside the Period of Insurance

15.3 fees, costs and disbursements incurred prior to the written acceptance of a claim by the Coverholder;

15.4 a) ionising radiations or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel  
b) any radioactive toxic explosive or other hazardous properties of any nuclear assembly of component thereof

c) War invasion acts of foreign enemies hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power or confiscation nationalisation requisition destruction or damage to property by or under the order of any government;

15.5 any contingency occasioned or happening through or in consequence of war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution or insurrection civil commotion assuming the proportions amounting to an uprising military or usurped power martial law confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority;

15.6 loss damage or destruction occasioned by pressure waves caused by aircraft or other aerial devices travelling at supersonic speed;

15.7 loss damage or destruction to any property in Northern Ireland or loss resulting therefrom or any direct or indirect consequential loss caused or happening through or in consequence of riot civil commotion strikers persons taking part in labour disturbances or malicious persons;

15.8 loss damage or destruction from pollution or contamination unless arising in consequence of loss destruction or damage caused by or resulting in fire lightning explosion theft earthquake aircraft or other aerial devices dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons other than thieves storm flood escape of water from any tank apparatus or pipe impact by any road vehicle or animal or any article dropped from a road vehicle;

15.9 liability claims

15.10 loss damage or destruction to any motor vehicle registered for road use.

## 16. Delay and improper instructions

The Insurers shall not be liable for any claims for indemnity where the Insured or the policyholder of the Primary Policy:

16.1 fails to give proper instructions in due time to the appointed Claims Expert; or

16.2 is responsible for delay which in the Insurer's reasonable opinion is prejudicial to his claim.

## 17. Bankruptcy of the Insured

The Insurer shall not be liable for any claim for indemnity when the Insured is bankrupt, or has made an arrangement with his creditors, or has entered

into a deed of arrangement or, is in liquidation or part or all of the Insured's affairs or property are in the care or control of a receiver.

## 18. Conditions

Presentation of claim: when presenting a claim under this policy the Insured must give the Insurers full written details of the Insured Event and provide such proofs, supporting evidence and other information as the Insurer may require.

## 19. Control of claim

19.1 The Insurer shall have direct access to the appointed Claims Expert at all times and the Insured shall co-operate fully with the Insurer in all respects and shall keep the Insurer fully and continually informed of all material developments in the claim. At the Insurer's request the Insured shall instruct the appointed Claims Expert to produce to the Insurer immediately any documents, information or advice in his possession, and further shall give him such other instructions in relation to the conduct of his claim as the Insurer may require.

19.2 Additional expert reports or surveys required on behalf of the Insured will be covered by the Insurer only if it has given prior written approval.

19.3 If for any reason the appointed Claims Expert refuses to act for the Insured or if the Insured withdraws his claim then the Insurer's liability will cease forthwith unless in its absolute discretion it agrees to the appointment of another Claims Expert or expert to continue with the claim.

19.4 If the Insured withdraws from the claim without the prior agreement of the Insurer then the Claims Experts Fees will become the responsibility of the Insured, and the Insurer will be entitled to be reimbursed by the Insured for any costs paid or incurred during the course of the claim.

20. Payment of costs: All accounts for Claims Experts Fees payable under this policy shall be submitted to the Coverholder immediately.

21. Alteration of risk: The Insured shall notify the Insurer immediately of any alteration in risk which materially affects this insurance and shall pay any additional premium required.

22. Cancellation: The Insurer may cancel the policy at any time by sending 30 days written notice by recorded delivery post and in such event the Insured shall be entitled to a return of a proportionate part of the premium corresponding to the unexpired Period of Insurance. Such cancellation shall not prejudice the rights of the Insured, or any other person insured by this policy, in respect of any Insured Event occurring prior to the date of cancellation.

23. Contribution: If at the time of any occurrence or claim there is or but for the existence of this policy would be any other policy of indemnity or insurance in favour of or effected by or on behalf of the Insured applicable to such occurrence or claim the Insurer shall not be liable under this policy to indemnify the Insured in respect of such occurrence or claim except in respect of any excess beyond the amount which would be payable under such indemnity or insurance had this policy not been effected.

24. Arbitration: In the event of any dispute arising the Insured may ask for the dispute to be considered by an independent arbitrator agreed upon by both parties or failing agreement one who is nominated by an appropriate professional body. All costs of the arbitration shall be met in full by the party against whom the decision is made.

25. Law: The law applicable to this policy shall be English Law and the parties hereby agree to submit to the jurisdiction of the Courts of England and Wales.

## Conditions

26. The proposal and declaration and any information in connection with this insurance supplied by or on behalf of the Insured is true and complete.

27. If any claim under this Policy is in any respect dishonest or if any dishonest means or devices are used by the Insured director or partner or anyone acting on the Insureds behalf to obtain any benefit under this policy then all benefits under this policy will be forfeited.

28. This Policy is voidable in the event of misrepresentation misdescription or non-disclosure in any material fact.

29. This policy is solely a contract of indemnity between the Insurer and the Insured. It is not intended that the Contracts (Rights of Third Parties) Act 1999 should confer and additional rights in favour of any third party other than those specifically conferred by the wording of the Policy.

Signed by: Managing Director Composite Legal Expenses Limited

## Data Protection Act 1998

The information that You have supplied to Us, comprising of Your personal details and the details of Your insurance cover and claims will be held by Us and/or the Insurer subject to the Data Protection Act 1998. It will be used to administer and process Your Policy, claims handling, underwriting and fraud detection and prevention.

It may be necessary for Us to pass data to other organisations that supply products and services associated with this Policy. This may include transferring data outside the European Economic Area. In order to verify information or to prevent and detect fraud the We may share information You give Us with other public bodies including the police accessing and updating various databases. If You give Us false or inaccurate information and We suspect fraud We will record this and the information will be available to other organisations that have access to the databases. We will supply details of the databases We access or contribute to on request.

## Complaints Procedure

We are committed to providing You with a first class service at all times.

If, however, You are not happy the service You have received then You should contact the:

Complaints Department, Composite Legal Expenses Ltd, Suffolk House, Trade Street, Cardiff CF10 5DT.

Tel: 02921 156 451 E-mail: [complaints@composite-legal.com](mailto:complaints@composite-legal.com)

If We have given You Our final response or more than 8 weeks have passed since We received Your original complaint, You may refer Your complaint to the Financial Ombudsman Service (FOS) at South Quay Plaza, 183 March Wall, London E14 9SR.

## Providers and Suppliers

Composite Legal Expenses Ltd is authorised and regulated by the Financial Conduct Authority (Firm's reference number: 306879).

AmTrust Europe Limited, whose registered office is Market Square House, St. James's Street, Nottingham, Nottinghamshire, NG1 6FG is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial services register number 202189.

These details can be checked on the Financial Services Register by visiting: [www.fca.org.uk](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on 0800 111 6768.

Homestate: United Kingdom.

Financial Services Compensation Scheme

AmTrust Europe Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation if AmTrust Europe Limited is unable to meet its obligations to You under this contract. Cover is provided for 90% of the claim without any upper limit. Further information can be obtained from the Financial Services Compensation Scheme (FSCS) by phone on 0207 741 4100 and on their website at [www.fscs.org](http://www.fscs.org). You can get further information about the compensation scheme arrangements from the FSCS. The contact information is:

The FSCS, 10th Floor, Beaufort House, 15 St. Botolph Street, London WC3A 7QU. Tel: 0207 741 4100 or 0800 678 1100

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

## IMPORTANT.

When carrying out a mobilisation access to key information relating to your email and telephone services allows us to ensure we have the necessary detail at hand to complete the mobilisation without delay. Please go to 'Edit Sites' in the BRIO section of our website [www.firstrecovery.co.uk](http://www.firstrecovery.co.uk) and add your technical and IT information. Please note you should record software 'licence keys' relating to any software applications you use.