

## In the Bag Shop Insurance Policy Summary

This is a Policy Summary only and does not contain full terms and conditions of the contract of insurance. These can be found in the Policy document, a copy of which is available on request. Excesses (the amount of any claim that you are responsible for) are shown on the Policy Schedule.

### Insurer

Liverpool Victoria Insurance Company Limited.

### Type of Cover

LV's In the Bag Shop Insurance is designed to cover the assets, earnings and the legal liabilities of your business. Some of the covers are optional and will only apply if you have selected them and they are shown on the Policy Schedule.

### Significant features & Significant or unusual exclusions or limitations

#### Section 1: Material Damage

##### Cover

This Section of the Policy covers damage to Property caused by:  
Fire, lightning, explosion, aircraft, earthquake, riot, malicious damage, theft, storm, flood, impact, escape of water, sprinkler leakage, accidental damage and subsidence as defined in the Insurable Perils section of the Policy.

Some of these Perils are optional. The Policy Schedule will show which Insured Perils apply to each item.

Principal Extensions	Limit
capital additions	the lesser of 10% of Sum Insured or £250,000
clearing of drains	£10,000 any one loss
fire extinguishment expenses	£10,000 any one loss
loss of metered water	£10,000 any one loss
public authorities	15% of Buildings Sum Insured
temporary removal	the lesser of 10% of the Contents Sum Insured or £100,000
theft damage to buildings	£25,000 (if buildings are not insured)
theft of keys and lock replacement	£2,500 in any one period of insurance
trace and access	£10,000 any one loss
underground services	for which the Insured is responsible
exhibitions	£5,000 any one loss
third party storage locations	£5,000 any one location/£20,000 in any one period of insurance
other locations	£2,500 any one loss/£10,000 in any one period of insurance
seasonal increase	30% of the Stock Sum Insured
theft of building fabric	£5,000 in any one period of insurance
computer records	£10,000 in any one period of insurance

<b>Principal Exclusions</b>		
<ul style="list-style-type: none"> <li>▪ a number of covers are excluded when premises are unoccupied</li> <li>▪ accidental erasure of electronic records</li> <li>▪ acts of fraud or dishonesty</li> <li>▪ bursting by steam pressure of boilers</li> <li>▪ cessation of work</li> <li>▪ change in temperature</li> <li>▪ corrosion, rust, wet or dry rot</li> <li>▪ damage to building by its own collapse</li> <li>▪ damage to property that is the subject of a trade process</li> <li>▪ damage to structures in the course of erection</li> <li>▪ land roads pavements excavations</li> </ul>	<ul style="list-style-type: none"> <li>▪ defective workmanship, design or materials</li> <li>▪ disappearance, unexplained loss</li> <li>▪ frost, change in water table level</li> <li>▪ inherent vice, latent defect, gradual deterioration</li> <li>▪ joint leakage, failure of welds</li> <li>▪ mechanical or electrical breakdown, power surges</li> <li>▪ orders of the government</li> <li>▪ pollution or contamination</li> <li>▪ spontaneous fermentation</li> <li>▪ livestock growing crops or trees</li> </ul>	<ul style="list-style-type: none"> <li>▪ storm and flood damage caused to fences, gates and property in the open</li> <li>▪ subsidence <ul style="list-style-type: none"> <li>➢ on made up ground</li> <li>➢ coastal erosion</li> <li>➢ normal settlement of new structures</li> </ul> </li> <li>▪ theft not involving forcible and violent means</li> <li>▪ theft of property in the open</li> <li>▪ wear and tear, damage by pets</li> <li>▪ vehicles for road use trailers caravans watercraft</li> <li>▪ piers jetties bridges culverts</li> <li>▪ bullion jewellery precious stones metals or furs</li> </ul>
<b>Additional Covers to Section 1</b>		
<b>Cover</b>	<b>Cover includes</b>	<b>Principal Exclusions</b>
<b>Glass</b> Damage to glass and Shop Front.	<ul style="list-style-type: none"> <li>▪ damage to alarms</li> <li>▪ damage to framework and contents caused by glass up to £2,500</li> <li>▪ sanitary ware up to £2,500</li> <li>▪ temporary boarding up</li> <li>▪ lettering or other ornamental work and alarm foil up to £2,500</li> <li>▪ damage to external signs and blinds up to £2,500</li> </ul>	<b>Damage</b> <ul style="list-style-type: none"> <li>▪ caused by repairs or alterations</li> <li>▪ when the building is unoccupied</li> <li>▪ caused by wear and tear or gradual deterioration</li> <li>▪ caused by scratching or cracking</li> <li>▪ caused by change in colour temperature or climatic conditions</li> <li>▪ defective design materials or inherent defects</li> </ul>
<b>Theft by Employees</b> Loss of business money or goods caused by fraudulent acts of employees.	<ul style="list-style-type: none"> <li>▪ Limit £5,000</li> </ul>	<ul style="list-style-type: none"> <li>▪ losses not discovered within 14 days of the loss</li> </ul>
<b>Personal Accident (Assault)</b> Benefits payable to Employees in the event of injury caused by assault. Limits are shown in the Schedule for these benefits: <ol style="list-style-type: none"> <li>1. death</li> <li>2. loss of limbs or eyes</li> <li>3. permanent total disablement</li> <li>4. temporary total disablement</li> </ol>		<ul style="list-style-type: none"> <li>▪ more than one of the Benefits 1-3 in respect of any one person</li> <li>▪ any person under 16 years of age</li> <li>▪ pre-existing physical or mental defect</li> </ul>
<b>Optional Additional Covers to Section 1</b>		
<b>Money</b> Loss of business money or non-negotiable money either on the premises or elsewhere within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.	<ul style="list-style-type: none"> <li>▪ clothing and personal effects up to £500 any one loss</li> <li>▪ damage to safe and tills</li> </ul>	<ul style="list-style-type: none"> <li>▪ loss from an unattended vehicle</li> <li>▪ shortage due to error or omission</li> <li>▪ forgery or deception</li> <li>▪ theft not involving forcible and violent entry</li> <li>▪ theft by employees</li> </ul>

<p>Limits are shown on the Schedule for money:</p> <ul style="list-style-type: none"> <li>▪ in the buildings during business hours</li> <li>▪ in transit (standard limit £5,000)</li> <li>▪ in the Insured's private dwelling house</li> <li>▪ in the buildings outside business hours</li> <li>▪ secured in a locked unspecified safe (standard limit £3,000)</li> <li>▪ secured in a specified safe</li> </ul>		<ul style="list-style-type: none"> <li>▪ counterfeit money</li> <li>▪ fraudulent or invalid payment</li> <li>▪ loss from unconnected business activities</li> </ul>
<p><b>All Risks on portable property</b> All Risks cover on portable property used in connection with the business within the Geographical Area selected.</p>		<ul style="list-style-type: none"> <li>▪ confiscation or detention</li> <li>▪ unattended property unless contained in <ul style="list-style-type: none"> <li>➢ a securely locked building</li> <li>➢ a secure vehicle</li> </ul> </li> <li>▪ wear, tear, breakdown or depreciation</li> </ul>
<p><b>Goods in Transit</b> Goods in transit in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.  Standard limit £5,000.</p>	<ul style="list-style-type: none"> <li>▪ packing materials up to £2,500</li> <li>▪ personal effects belonging to the driver up to £500</li> <li>▪ reloading costs up to £2,500</li> <li>▪ removal of debris up to £2,500</li> <li>▪ re-securing unsafe loads £2,500</li> <li>▪ transferring property to any other vehicle up to £2,500</li> </ul>	<ul style="list-style-type: none"> <li>▪ breakdown of refrigeration</li> <li>▪ depreciation, delay, inadequate documentation</li> <li>▪ erection dismantling or installation</li> <li>▪ inadequate packing or addressing</li> <li>▪ spillage leakage</li> <li>▪ theft from open backed, soft sided or soft topped vehicles</li> </ul>

## Section 2: Business Interruption

### Cover

This Section of the Policy covers

- loss of gross profit caused as a result of damage to Property covered in Section 1
- loss of outstanding debit balances caused by insured damage to accounting records

Standard cover is £300,000 with 12 months indemnity period.

Principal Extensions	Limit
accidental failure of public supply	£100,000 any one loss
denial of access	£100,000 any one loss
unspecified suppliers	£100,000 any one loss
goods in transit	£50,000 any one loss
premises closure or restrictions	£50,000 any one loss
documents	£25,000 any one loss
contract sites	£25,000 any one loss
storage sites	£25,000 any one loss
outstanding debit balances	£25,000 any one loss

Principal Exclusions		
<ul style="list-style-type: none"> <li>▪ damage by riot or malicious damage causing erasure loss distortion or corruption of information on computer systems</li> <li>▪ other erasure loss distortion or corruption of information on computer systems unless resulting from any of the Insured Perils</li> <li>▪ increase in cost of working due to : <ul style="list-style-type: none"> <li>➢ failure of any satellite prior to obtaining its full operating function</li> <li>➢ atmospheric, solar or lunar conditions causing temporary interference with transmission to or from any satellite</li> </ul> </li> </ul>		
Additional Cover to Section 2		
Cover	Cover includes	Principal Exclusions
<p><b>Loss of Licence</b>  Depreciation in value of the Insured's interest in the insured premises should the liquor licence be forfeited or refused renewal from causes beyond the Insured's control.</p> <p>A limit is shown in the Schedule.</p> <p>Indemnity Period 12 months.</p>		<ul style="list-style-type: none"> <li>▪ forfeiture or failure to renew the licence due to the Insured's misconduct, neglect or failure to keep the licence in force</li> <li>▪ loss of any extension to the normal opening hours</li> <li>▪ loss caused by alteration of the premises</li> <li>▪ loss caused by illegal drug activities unsanitary or unsatisfactory condition of the premises</li> <li>▪ losses where the Insured is entitled to compensation under legislation</li> <li>▪ non-renewal of the licence due to town or country planning improvement or redevelopment</li> <li>▪ compulsory purchase or the surrender reduction or redistribution of licences</li> </ul>
Section 3: Equipment Breakdown		
<p><b>Cover</b>  This Section covers electrical or mechanical breakdown of equipment and damage caused as a result of explosion of steam boilers.</p> <p>The Limit of Indemnity is £1,000,000.</p>		
Principal Extensions	Limit	
<ul style="list-style-type: none"> <li>damage to own surrounding property</li> <li>computer equipment</li> <li>business interruption</li> <li>deterioration of refrigerated stock</li> <li>reinstatement of data</li> <li>increased cost of working</li> <li>expediting expenses</li> <li>hazardous substances</li> <li>hire of substitute item</li> <li>loss avoidance measures</li> <li>loss of contents of oil tanks</li> <li>portable computer equipment</li> </ul>	<ul style="list-style-type: none"> <li>£1,000,000 any one accident</li> <li>£250,000 any one period of insurance</li> <li>£30,000 any one accident</li> <li>£15,000 any one premises any one period of insurance</li> <li>£25,000 any one accident</li> <li>£25,000 any one accident</li> <li>£20,000 any one accident</li> <li>£10,000 any one accident</li> <li>£5,000 any one accident</li> <li>£5,000 any one accident</li> <li>£5,000 any one accident</li> <li>£5,000 any one accident</li> </ul>	

**Principal Exclusions**

**Damage caused by or resulting from:**

- a pressure test of any boiler or pressure vessel
- an insulation breakdown test of any type of electrical equipment
- any defect, virus, loss of data within media
- wear and tear, corrosion or other gradually developing conditions
- solidification, biological activity or spontaneous chemical reaction in the contents of tanks
- loss or damage recoverable under a maintenance agreement warranty or guarantee
- with respect to business interruption, delay in resuming business due to the need to reinput data
- with respect to public authorities:
  - fines
  - any liability to a third party
  - any increase in loss due to a hazardous substance
  - increased construction costs until the building is replaced
- with respect to loss of contents from oil storage tanks
  - loss by fire or corrosion
  - natural separation
  - use of cleaning fluids
  - whilst oil in transit
- with respect to deterioration of stock:
  - deliberate acts of electricity suppliers
  - neglect/misuse
  - incorrect setting of thermostats

**Property excluded**

- buildings and structures
- domestic equipment
- electronic equipment
- equipment manufactured by the Insured for sale
- equipment owned by tenants of the Insured
- equipment requiring periodic renewal
- insulating or refractory material
- manufacturing, process, production equipment
- tools and dyes
- mobile plant and equipment
- vehicles or any equipment mounted on vehicles
- aircraft, watercraft
- water piping, sprinkler systems and underground services

**Section 4: Employer's Liability**

**Cover**

This Section protects the Insured for their legal liabilities in respect of claims from employees sustaining injury or disease caused during the period of insurance and in connection with their employment by the Insured.

The Limit of Indemnity is £10,000,000.

**Principal Extensions**

**Limit**

court appearance compensation Health & Safety at Work - legal defence costs indemnity to other parties unsatisfied court judgements Corporate Manslaughter and Corporate Homicide - legal defence costs	£250 per day per person
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**Principal Exclusions**

- liability arising from work or visits offshore
- injury involving motor vehicles in circumstances where motor insurance is required by law
- working other than in Great Britain, Northern Ireland, Channel Islands or the Isle of Man other than for temporary visits

## Section 5: Public & Products Liability

### Cover

This Section protects the Insured for their legal liabilities to pay compensation and legal costs for accidental death or injury to any person (excluding employees) and accidental damage to third party material property.

The Limit of Indemnity is shown on the Schedule and is inclusive of costs in respect of occurrences in the USA or Canada.

### Principal Extensions

### Limit

<ul style="list-style-type: none"> <li>overseas personal liability</li> <li>Health &amp; Safety at Work - legal defence costs</li> <li>Consumer Protection &amp; Food Safety Acts - legal defence costs</li> <li>Corporate Manslaughter and Corporate Homicide - legal defence costs</li> <li>cross liabilities</li> <li>Data Protection Act</li> <li>Defective Premises Act</li> <li>indemnity to other parties</li> <li>motor contingent liability</li> <li>court attendance compensation</li> </ul>	<p>£250 per day per person</p>
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### Principal Exclusions

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| <ul style="list-style-type: none"> <li>▪ advice, design and treatment</li> <li>▪ all pollution in USA/Canada</li> <li>▪ asbestos other than accidental discovery</li> <li>▪ contractual liability</li> <li>▪ damage to goods supplied</li> <li>▪ exports to USA/Canada</li> <li>▪ fines</li> </ul> | <ul style="list-style-type: none"> <li>▪ gradual pollution and contamination</li> <li>▪ property in the custody/control of the Insured</li> <li>▪ safety critical products</li> <li>▪ use of boats, watercraft, aircraft</li> <li>▪ work away other than collection and delivery</li> <li>▪ belligerent acts of employees</li> <li>▪ vehicles when compulsory insurance is required</li> </ul> | <ul style="list-style-type: none"> <li>▪ working offshore</li> <li>▪ working other than in Great Britain, Northern Ireland, Channel Islands or the Isle of Man</li> <li>▪ injury to any person who is participating, practising or training in any sporting activity other than billiards, darts, pool, snooker or table tennis</li> </ul> |
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## Section 6: Terrorism

### Cover

An optional Section where you may choose to add All Risks Terrorism Insurance to the Material Damage and Business Interruption covers.

Cover is provided for events arising from acts of Terrorism in England, Scotland and Wales.

Terrorism cover cannot be purchased selectively. If you require Terrorism cover it must apply to all your insured property.

Cover will be

- limited to the Sums Insured that you have selected
- subject to the same exclusions as under the Material Damage and Business Interruption Sections

## Section 7: Legal Expenses

### Cover

This Section indemnifies the Insured in respect of claims for Legal Costs, Professional Costs and Awards of Compensation notified within the Period of Insurance.

Covers provided are:

Sub-Section A - Contract Disputes, Sub-Section B - Criminal Prosecution Defence, Sub-Section C - Employment Disputes, Sub-Section D - Tax Protection, Sub-Section E – Property Disputes, Sub-Section F - Data Protection, Sub-Section G - Statutory Licence, Sub-Section H - Personal Injury, Sub-Section I - Wrongful Arrest Defence, Sub-Section J - Jury Service Allowance and Sub-Section K - Pension Trustee Defence.

Limits of Indemnity are Sub-Sections A, B, C, D, E, F, G, H, I and K - £100,000 any one claim and Sub-Section J - £1,000 any one claim.

All £1,000,000 in the aggregate.

Policy benefit	Principal Exclusions	
<b>Sub-Section A - Contract Disputes</b> Disputes with suppliers and customers concerning a contract for the sale, or supply of goods or a service provided that: <ul style="list-style-type: none"> <li>▪ the amount in dispute exceeds £1,000</li> <li>▪ if the dispute relates to monies owed, the designated debt collection service is notified within 30 days and agreement is provided to instruct on a no win basis</li> <li>▪ legal expenses incurred in the pursuit of any claim or legal proceedings shall be limited to 75% of the amount in dispute</li> <li>▪ if the dispute relates to a construction contract the work is carried out to property and the work is incidental to normal business activity</li> </ul>	<ul style="list-style-type: none"> <li>▪ contracts where the rights or liabilities are incurred through an agent</li> </ul>	<ul style="list-style-type: none"> <li>▪ employment contracts</li> </ul>
	<ul style="list-style-type: none"> <li>▪ contracts governed by the Consumer Credit Act 1974</li> </ul>	<ul style="list-style-type: none"> <li>▪ contracts for the use of property</li> </ul>
<b>Sub-Section B - Criminal Prosecution Defence</b> Defence of criminal prosecutions and appeals against Improvement Notices under the Health and Safety at Work Act or the Food Safety Act.	<ul style="list-style-type: none"> <li>▪ arising from HMRC investigations</li> <li>▪ allegations of unlawful violence or dishonesty</li> </ul>	<ul style="list-style-type: none"> <li>▪ allegations of speeding or driving whilst under the influence of alcohol or drugs or allegations of non endorsable road traffic offences</li> </ul>
<b>Sub-Section C - Employment Disputes</b> Defence of disputes with prospective employees, employees or ex-employees concerning their contract of employment or any employment related legislation and indemnity for awards of compensation, all provided that the advice of the legal advice line has been followed: <ul style="list-style-type: none"> <li>▪ prior to carrying out a disciplinary procedure</li> <li>▪ prior to dismissal of an employee</li> <li>▪ prior to instituting a redundancy programme and prior to making an employee redundant</li> <li>▪ upon notification of a grievance</li> <li>▪ upon notification of a complaint of discrimination</li> <li>▪ before any adverse variation in terms and</li> </ul>		

<p>conditions of employment (including hours, time, place of work or deduction or reduction in wages)</p> <ul style="list-style-type: none"> <li>▪ immediately an employee walks out</li> <li>▪ upon receipt of an appeal by an employee of a disciplinary or grievance decision</li> </ul>		
<p><b>Sub-Section D - Tax Protection</b> Expert representation for your business in the event of either an in-depth tax or an Aspect investigation, a VAT tribunal, or an Employer Compliance dispute.</p>	<ul style="list-style-type: none"> <li>▪ technical or routine treatment of matters</li> </ul>	<ul style="list-style-type: none"> <li>▪ defence of a criminal prosecution</li> </ul>
	<ul style="list-style-type: none"> <li>▪ taxation proceedings arising out of negligent mis-statements or omissions by the Insured or a lack of reasonable care in keeping business books and records</li> </ul>	<ul style="list-style-type: none"> <li>▪ investigations solely into earlier accounts or records</li> </ul>
	<ul style="list-style-type: none"> <li>▪ where Corporation Tax and Income Tax Self-Assessments Returns are submitted outside the statutory time limits</li> </ul>	<ul style="list-style-type: none"> <li>▪ preparation or correction of Self-Assessment return</li> </ul>
	<ul style="list-style-type: none"> <li>▪ investigations by the Special Civil Investigations or Criminal Investigations Office of HMRC</li> </ul>	<ul style="list-style-type: none"> <li>▪ disputes concerning Working Families Tax Credit, National Minimum Wage, IR35 legislation</li> </ul>
	<ul style="list-style-type: none"> <li>▪ where the Anti Avoidance Intelligence Unit of HMRC are involved</li> </ul>	
<p><b>Sub-Section E - Property Disputes</b> Pursuit or defence of disputes over:</p> <ul style="list-style-type: none"> <li>▪ possession of the insured property</li> <li>▪ the terms of a tenancy agreement</li> <li>▪ alleged negligence damage or nuisance to the Insured's property</li> </ul>	<ul style="list-style-type: none"> <li>▪ payment of rent tax or service charges</li> </ul>	<ul style="list-style-type: none"> <li>▪ planning or building regulations</li> </ul>
	<ul style="list-style-type: none"> <li>▪ renewal of tenancy agreement</li> </ul>	<ul style="list-style-type: none"> <li>▪ a contract relating to Insured's property (other than a tenancy agreement)</li> </ul>
<p><b>Sub-Section F - Data Protection</b> Defence of claims arising out of an application or appeal under the Data Protection Act and payment of compensation awards made against the Insured under the Act.</p>		
<p><b>Sub-Section G - Statutory Licence</b> Legal Expenses incurred in an appeal against the suspension revocation imposed alteration of or refusal to renew a statutory licence.</p>	<ul style="list-style-type: none"> <li>▪ disciplinary procedures by regulatory authority or any appeals following such procedures</li> <li>▪ alterations or refusal imposed by Act of Parliament</li> </ul>	<ul style="list-style-type: none"> <li>▪ any cost incurred to comply with a notice or order</li> <li>▪ driving licences</li> </ul>
<p><b>Sub-Section H - Personal Injury</b> Pursuit of claims for compensation following a personal injury.</p>		
<p><b>Sub-Section I - Wrongful Arrest Defence</b> Defence of claims alleging wrongful arrest or malicious prosecution.</p>	<ul style="list-style-type: none"> <li>▪ allegations made by employees or ex-employees</li> </ul>	
<p><b>Sub-Section J - Jury Service Allowance</b> To pay the amount the Insured are liable to pay employees when they attend on jury service.</p>	<ul style="list-style-type: none"> <li>▪ limited to £100 a day and £1,000 any one claim</li> </ul>	



**Sub-Section K - Pension Trustee Defence**

Defending claims against the Insured in the Insured's capacity as a trustee of a pension fund for the benefit of the Insured's employees.

**Principal General Policy Exclusions**

- War
- Sonic bangs
- Government action
- Marine covers
- Radioactive contamination
- Terrorism (Property and Business Interruption)
- Date recognition
- Computer virus
- Illegal deliberate and criminal activities

**Period of cover**

The policy duration is 12 months and is annually renewable (unless shown differently on your policy schedule).

**Cancellation**

When you receive your Policy, you will have 14 days in which to consider the cover provided.

If the cover does not meet your requirements, you have the right to cancel the Policy and receive a full refund. You will need to return all your documents and any certificates to the Broker, Intermediary or Agent who arranged the Policy within 14 days of receipt. Refunds will be made within 30 days of receipt of your request to cancel. If you wish to terminate the contract at any other time, please contact the Broker, Intermediary or Agent who arranged the Policy.

**How to make a claim**

Please contact the Broker, Intermediary or Agent who arranged the Policy. Please quote your policy number.

**How to complain**

If you have a complaint about your policy or the service you have received please contact the Broker Intermediary or Agent that arranged it. If they are unable to resolve your complaint you may refer your complaint to the Financial Ombudsman Service within six months of receiving their final response letter.

Should you be unhappy with the service provided by LV= please contact us by phone on 0845 640 5500 or write to us at LV=, Country Gates, Bournemouth, BH1 2NF. Please quote the Policy Number in all correspondence. A copy of our complaint handling procedure is available on request.

If we cannot resolve your complaint you may refer your complaint to the Financial Ombudsman Service within six months of receiving our final response letter.

The address is: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Telephone: 0800 023 4567 or 0300 123 9 123 (from mobile or non BT lines). e-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Making a complaint will not affect your right to take legal action.

**What happens if we are unable to meet our liabilities?**

If we are unable to meet our liabilities to our policyholders, you may be able to claim compensation from the Financial Services Compensation Scheme (FSCS).

There are different levels of compensation, depending on what kind of insurance you have:

Compulsory insurance such as third party motor insurance, is covered for 100% of the claim. Non-compulsory insurance, such as home insurance, is covered for 90% of the claim.

You can get further information from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.  
Telephone 020 7741 4100 or e-mail, [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk).

