

## Pharmacy

### Policy document



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# Data protection statement

Zurich takes the privacy and security of your personal information seriously. We collect, use and share your personal information so that we can provide policies and services that meet your insurance needs, in accordance with applicable data protection laws.

The type of personal information we will collect includes: basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

We and our selected third parties will only collect and use personal information (i) where the processing is necessary in connection with providing a quotation and/or contract of insurance; (ii) to meet our legal or regulatory obligations; (iii) where you have provided the appropriate consent; (iv) for our 'legitimate interests'.

It is in our legitimate interests to collect personal information as it provides us with the information that we need to provide our services more effectively including providing information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

A full copy of our data protection statement can be viewed via [www.zurich.co.uk/dataprotection](http://www.zurich.co.uk/dataprotection)

## **How you can contact us**

If you have any questions or queries about how we use your data, or require a paper copy of the statement, you can contact us via [gbz.general.data.protection@uk.zurich.com](mailto:gbz.general.data.protection@uk.zurich.com) or alternatively contact our Data Protection Officer at Zurich Insurance, Unity Place, 1 Carfax Close, Swindon, SN1 1AP.

# Important notes

## **Fraud prevention and detection**

In order to prevent and detect fraud we may at any time:

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

## **Claims history**

We may pass information relating to claims or potential claims to the Claims and Underwriting Exchange Register (CUE), where the data is controlled by the Motor Insurers' Bureau, and other relevant databases.

We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

## **Employers' Liability Tracing Office (ELTO)**

We are members of the Employers' Liability Tracing Office (ELTO), an independent industry body who maintains a centralised database that helps those who have suffered injury or disease in the workplace to identify the relevant Employers' Liability insurer quickly and efficiently.

It is important, for the services of ELTO to be fully effective, that you inform us of your ERN (Employer Reference Number also known as the Employer PAYE reference) and all subsidiary company names and their ERNs if applicable.

As members of ELTO we will forward details of your policy if it contains Employers' Liability cover to ELTO together with details of any ERNs you have supplied to us.

# Our complaints procedure

## **Our commitment to customer service**

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

## **Who to contact in the first instance**

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

## **Many complaints can be resolved within a few days of receipt**

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

## **Next steps if you are still unhappy**

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

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

More information about the ombudsman and the type of complaints they can review is available via their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

You can also contact them as follows:

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

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

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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

## **The Financial Services Compensation Scheme (FSCS)**

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

# Helpline numbers

The following services are provided by DAS Legal Expenses Insurance Company Limited. The legal advice service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS Legal Expenses Insurance Company Limited.

## DAS Helplines, Employment Manual and DASbusinesslaw

You can contact our UK-based call centre 24 hours a day, seven days a week during the **period of insurance**. However, we may need to arrange to call you back depending on the enquiry. To help us check and improve our service standards, we may record all calls. When phoning, please quote your policy number and the name of the insurance provider who sold the policy.

## Meaning of words

The following words have these meanings wherever they appear in this section in **bold**:

### appointed representative

The **preferred law firm**, law firm, tax consultancy, accountant or other suitably qualified person we appoint to act on the **insured person's** behalf.

### business

The business declared to us and covered by the commercial policy to which this section attaches.

### DAS Standard Terms of Appointment

The terms and conditions (including the amount we will pay to an **appointed representative**) that apply to the relevant type of claim. Where a law firm is acting on **your** behalf the amount we will pay is currently £100 per hour. This amount may vary from time to time.

### insured person

- (a) You and the directors, partners, managers, employees and any other individuals declared to us by you.
- (b) A person contracted to work for you who works for you on the same basis as your employees, and performs that work under your supervision and direction.

### period of insurance

The period for which we have agreed to cover the insured person and for which we have accepted the premium.

### preferred law firm

A law firm, barrister or tax expert we choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the **insured person's** claim and must comply with our agreed service standard levels, which we audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

### we, us, our, DAS

- (a) In respect of the legal advice helpline: DAS Law Limited and/or a **preferred law firm** on behalf of DAS Legal Expenses Insurance Company Limited.
- (b) In respect of the other services: DAS Legal Expenses Insurance Company Limited.

### you, your

The **business** that has taken out the commercial policy to which this section attaches.

## Legal advice – Call 0344 893 0859

Advice can be provided on any commercial legal problem affecting your **business** under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal adviser. However, if this is not possible they will arrange to call you back at a time to suit you.

Advice on the laws of England and Wales can be provided 24 hours a day, 365 days a year. Beyond this jurisdiction, or for very specialist legal matters, we will refer you to one of our specialist advisers.

Specialist advice is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are received outside of these times, we will arrange to call you back.

## Tax advice – Call 0344 893 0859

Advice can be provided on any tax matters affecting the **business**, under UK law.

This service is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will arrange to call you back.

### **Counselling service – Call 0344 893 9012**

**We** will provide the **insured person** (and any members of their immediate family who permanently live with them) with a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by **us** or Zurich Insurance Company Ltd.

The counselling service helpline is open 24 hours a day, seven days a week.

### **Employment Manual – Visit [www.dasinsurance.co.uk/employment-manual](http://www.dasinsurance.co.uk/employment-manual)**

The DAS Employment Manual offers comprehensive, up to date guidance on employment law. To view it, please visit [www.dasinsurance.co.uk/employment-manual](http://www.dasinsurance.co.uk/employment-manual)

If **you'd** like notifications of when updates are made to the Employment Manual, please email **us** at [employmentmanual@das.co.uk](mailto:employmentmanual@das.co.uk)

### **DASbusinesslaw – Visit [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk)**

Visit [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) to access the free online law guide and download legal documents to help **your business**.

Developed by solicitors and tailored by **you** using **our** smart document builders **you** can create ready-to-sign contracts, agreements and letters in minutes. **You** can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts.

Register using the voucher code **DAS472301** to gain access to a range of free documents.

In using these services **you** acknowledge that all rights and obligations relating to the provision of these services rest with **DAS** and that **you** will have no recourse to Zurich Insurance Company Ltd in this regard.

**We** will not accept responsibility if the above services are unavailable for reasons **we** cannot control.

### **Data protection**

To comply with data protection regulations **we** are committed to processing personal information fairly and transparently. Please refer to [www.das.co.uk/legal/privacy-statement](http://www.das.co.uk/legal/privacy-statement) for DAS' privacy notice and details of **your** rights.

# Your Pharmacy policy

This policy is a contract between *you* and *us*.

This policy and any schedule, endorsement and certificate should be read as if they are one document.

We will insure *you* under those sections stated in the schedule during any period of insurance for which we have accepted *your* premium. *Our* liability will in no case exceed the amount of any sum insured or limit of liability stated in this policy, the schedule or any endorsement to this policy.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof.

Any heading in this policy is for ease of reference only and does not affect its interpretation.

## **Law applicable to this contract – Not applicable to section F**

In the UK the law allows both *you* and *us* to choose the law applicable to this contract. This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon *your* address stated in the schedule. If there is any dispute as to which law applies it will be English law.

The parties agree to submit to the exclusive jurisdiction of the English courts.

This is a legal document and should be kept in a safe place.

Please read this policy and any schedule, endorsement and certificate carefully and if they do not meet *your* needs contact *us* or *your* broker or insurance intermediary.



# Meaning of words

Certain words in the policy have special meanings. These meanings are given below or defined at the beginning of the appropriate section or sub-section. To help *you* identify these words in the policy we have printed them in italics throughout.

## **Abuse**

Any single act or repeated acts involving:

- a) physical contact; or
- b) non-physical contact

with a person, that results in that person being mentally or physically injured, caused by being:

- i) maltreated; or
- ii) sexually assaulted or undertaking sexual acts to which they have not consented or could not consent or pressurised into consenting; or
- iii) subjected to repeated or continuing use of contemptuous coarse or insulting words or behaviours.

## **Average**

If at the time of *damage* the *declared value* of the property insured be less than the *cost of reinstatement* applicable at the start of the period of insurance, the amount we will pay will reduce in proportion to the amount of the underinsurance.

For the avoidance of doubt solely in respect of the application of average to any item under this policy clause c) iii) of General condition 9 will not apply.

## **Buildings**

The buildings of the *premises* shown in the schedule comprising:

- a) the pharmacy and residential accommodation and any outbuildings used in connection with the *business* or for domestic purposes
- b) landlord's fixtures and fittings
- c) underground pipes and cables for which *you* are responsible.

## **Business**

The business shown in the schedule including:

- a) the provision and management of canteen, social, sports and welfare organisations for the benefit of *your* employees and first aid, fire and ambulance services
- b) maintenance of property and *premises* owned or occupied by *you*.

## **Consequential Loss**

The amount of loss resulting from interruption of or interference with the *business* carried on by *you* at the *premises* in consequence of the *damage* in accordance with the terms contained in section C of the policy.

## **Cost of Reinstatement**

The cost of reinstating the property insured at the level of cost applying at the time the reinstatement takes place, with due allowance for additional costs.

## **Damage**

Loss or damage.

## **Declared Value**

*Your* assessment of the *cost of reinstatement* at the start of the period of insurance.

## **Employee**

(This meaning does not apply to section F).

Any of the following people working for *you* in connection with *your business*:

- a) anyone who has entered into or works under a contract of service or apprenticeship with *you*
- b) any labour only subcontractor or anyone employed by them
- c) any self-employed person
- d) anyone who is engaged under a Work Experience Scheme or similar scheme
- e) anyone who is hired or borrowed by *you*.

**Excess**

Where an excess is shown in the schedule, any section of this policy or any endorsement attached to the policy, the amount for which you will be responsible will be deducted from all claims for damage to material property after all other terms and conditions have been applied.

**Premises**

The *buildings* and the land within the boundaries belonging to them.

**We, Us or Our**

(This meaning does not apply to section F).

Zurich Insurance Company Ltd.

**You or Your**

The person, people or the company shown in the schedule as The Policyholder.

# Section A – Buildings

## Meaning of words

### Property Insured

For the purposes of this section *buildings* includes walls, gates and fences around the *buildings* and belonging to them.

## The Cover

### 1. Buildings

#### What is insured

The *buildings* are insured against *damage*.

#### What is not insured

Your attention is drawn to General conditions, Claims conditions and General exclusions contained within this policy.

### 2. Rent

#### What is insured

If the *building* is made uninhabitable by *damage* which is insured by this section, we will pay for loss of rent, until the *building* is repaired or reinstated.

The most we will pay is 15% of the sum insured by section A on the damaged building as specified in the schedule. The work of repair or reinstatement must be done without delay.

### 3. Glass

#### What is insured

Accidental breakage of fixed glass at the *premises* for which *you* are responsible. The most we will pay is the cost of replacing broken glass with glass of similar quality or as otherwise recommended by the British Standard Code of Practice BS6262. We will also pay for the cost of boarding up until the broken glass is replaced.

#### What is not insured

Breakage of cracked or scratched glass.

*Damage* resulting from repairs or alterations to the *premises*.

### 4. Sanitaryware

#### What is insured

Accidental breakage of fixed sanitaryware at the *premises* for which *you* are responsible.

#### What is not insured

*Damage* resulting from repairs or alterations to the *premises*.

### 5. Property Owners liability

#### What is insured

Any amounts which *you*, as owner of the *premises*, become legally liable to pay as compensation for accidental death of or accidental personal injury to any person or accidental *damage* to material property, occurring during the period of insurance.

Your legal liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any *premises* which have been disposed of by *you*. Provided that *you* have no other more specific insurance in force.

The most we will pay for all claims made for any one occurrence or all occurrences of a series arising out of one original cause is £5,000,000. We will also pay legal costs awarded to any claimant or incurred in defending any claim that is contested with *our* consent.

#### What is not insured

Any liability:

- a) arising from an agreement which imposes a liability which *you* would not otherwise have been under
- b) arising from the occupation of the *premises*
- c) for *damage* to property owned or held in trust by *you* or in *your* custody or control
- d) for bodily injury or disease sustained by any *employee*
- e) for the cost of remedying any defect or alleged defect in the *premises*.

## Settling Claims

We will pay *cost of reinstatement* or the cost of repair of the damaged part of the *buildings* provided that the work is done without delay or at *our* option we will arrange for the work to be carried out. However, we will take off an amount for wear and tear if the *buildings* are in a poor state of repair or decoration.

The amount we will pay for repair or restoration of *buildings* partly damaged only shall not exceed the amount that we would have paid had that *building* been wholly destroyed.

We will not pay for repair or reinstatement to a condition better or more extensive than the condition of the *buildings* when new.

## Special Conditions

- 1 At the beginning of each period of insurance you shall advise us of the *declared value*. If you do not do so the *declared value* last advised to us plus increases in index-linking will be used as the *declared value* for the ensuing period of insurance.
- 2 The most we will pay as the sum insured is 115% of the *declared value*.

## Average

The sum insured under each *building* is separately subject to *average*.

For the avoidance of doubt solely in respect of the application of *average* to any item under this policy clause c) iii) of General condition 9 will not apply.

## Additional cover extensions

### Additional costs

#### What is insured

We will pay the necessary and reasonable expenses that you incur in repairing or reinstating the *buildings* following *damage* insured under this section, namely:

- a) fees to architects, surveyors, consulting engineers and others
- b) the cost of clearing the site and making it and the *premises* safe
- c) the cost of complying with any government or local authority requirement following *damage* unless you were given notice of the requirement before the *damage*.

#### What is not insured

We will not pay:

- a) fees for preparing a claim under this section
- b) for the cost of undamaged parts of the *buildings* (except the foundations of the damaged parts)
- c) the cost of work stipulated in any notice already served upon you
- d) for costs or expenses incurred in removing debris other than from the *premises* and the area immediately adjacent to them
- e) for costs or expenses arising from pollution or contamination of property not insured by this policy.

## Limits

#### What is insured

The most we will pay for *damage* to the *buildings*, including additional costs, is the sum insured for *buildings* under section A.

## Automatic reinstatement of the sum insured

### What is insured

We will automatically reinstate the sum insured upon notification of a claim to *us* unless we give *you* written notice to the contrary.

Provided that *you*:

- a) pay the appropriate additional premium
- b) take immediate steps to carry out any amendments in the protection of the *premises* that we may require.

The most we will reinstate in any one period of insurance is the sum insured.

## Index linking

### What is insured

We will automatically adjust the *declared value* in line with changes in suitable indices of cost. This adjustment will continue after any insured *damage* if the repairs or reinstatement are done without delay.

We will not charge any extra premium during the period of insurance but at the end of the period we will work out the renewal premium on the revised *declared value*.

## Selling your buildings

### What is insured

If *you* are selling *your buildings* we will insure the buyer up to the date the contract is completed unless he has arranged his own insurance. The buyer must keep to the terms and conditions of the policy.

## Capital additions

### What is insured

This section includes:

- a) any newly acquired buildings in the territorial limits not otherwise insured
- b) alterations, additions and improvements to *buildings*

but not for any increase in value during the current period of insurance at any of the *premises* insured under this policy.

Provided that *you* tell us as soon as reasonably possible of any extension of cover detailed above and arrange insurance cover from the date that *our* liability commenced.

The most we will pay at any one situation is 10% of the sum insured for *buildings* up to a maximum of £100,000.

## Landscaped gardens

### What is insured

We will pay reasonable costs and expenses necessarily incurred with *our* prior consent in repairing any *damage* caused by the emergency services to landscaped gardens at the *premises* for which *you* are legally responsible provided that the emergency services have attended *your* premises in response to *damage* caused by an operative insured event.

The most we will pay is £25,000.

### What is not insured

We will not pay:

- a) the cost of movement of soil with the exception of soil necessary for surface preparation
- b) the failure of trees, shrubs or turf to become established following planting or replanting
- c) the failure of seed to germinate.

## Sprinkler, fire extinguishment and alarm systems

### What is insured

Following *damage* to the *buildings* we will pay the necessary and reasonable expenses that *you* incur in:

- a) refilling fire extinguishing appliances
- b) recharging gas flooding systems
- c) replacing used sprinkler heads
- d) refilling sprinkler tanks where costs are metered
- e) resetting fire and intruder alarms and closed circuit television systems.

## Upgrading sprinkler installations

### What is insured

We will pay additional costs following *damage* to the automatic sprinkler installation at the *premises* occurring during the period of insurance where we require that on repair or reinstatement the installation conforms to the Loss Prevention Council Rules for Automatic Sprinkler Installations current at the time.

The most we will pay is £100,000 or 10% of the *buildings* sum insured whichever is the lesser.

### Special Exclusion applying to section A

*Damage* caused by pollution or contamination is not insured except (unless otherwise excluded) *damage* to the property insured caused by:

- a) pollution or contamination which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, bursting overflowing discharging or leaking of water tanks apparatus or pipes, sprinkler leakage or impact by any road vehicle or animal
- b) any of the perils listed above which itself results from pollution or contamination.

*Your attention is drawn to the General conditions, Claims conditions and General exclusions contained within this policy.*

# Section B – Contents

## Meaning of words

### Contents

- 1 Pharmacy contents including:
  - a) fixtures, fittings and external signs and nameplates
  - b) telephone and telex installations
  - c) *your* personal belongings or those of *your employees*, directors or visitors. The most we will pay is £2,500 any one person
  - d) precious metals and alloys
- 2 Tenant's improvements and decorations
- 3 Computers
- 4 Stock including:

materials in trade, drugs, medical stock and goods in trust contained in the buildings of the *premises* and owned by *you* or for which *you* are responsible

all contained in the *buildings* and belonging to *you* or for which *you* are responsible.

The following property is not included as *contents*:

- a) landlord's fixtures and fittings
- b) motor vehicles, watercraft, aircraft and accessories
- c) jewellery, precious stones, furs and explosives
- d) travel and theatre tickets, bonds, promissory notes, securities, medals, coins or stamps forming part of a collection
- e) cash, cheques, stamps or banknotes except as provided for elsewhere in this section
- f) glass except as provided for elsewhere in this section
- g) property more specifically insured.

### Appliance

Any frozen food cabinet, deep freeze, cold room or cold store, the age of which is not more than 15 years old and is within the *buildings*.

## The Cover

### 1. Contents

#### What is insured

*Damage*:

- a) to the *contents*
- b) to the *buildings* by theft or attempted theft for which *you* are responsible.

#### What is not insured

*Your* attention is drawn to the General conditions, Claims conditions and General exclusions contained within this policy.

### Additional cover extensions applicable to cover

#### 1. Contents

#### AGM, exhibition or conference cancellation

#### What is insured

In the event of *damage* at any property within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland where *you* are organising an Annual General Meeting, exhibition or conference resulting in its cancellation we will pay for the cost necessarily and reasonably incurred in its reorganisation.

The most we will pay is £5,000 at any one situation up to a maximum of £10,000.

### What is not insured

We will not pay if:

- a) it is more specifically insured
- b) *your* costs are recoverable from the conference facility.

### Capital additions

#### What is insured

This section includes:

- a) any newly acquired *contents* in the territorial limits not otherwise insured
- b) alterations, additions and improvements to *contents*

but not for any increase in value during the current period of insurance at any of the premises insured under this policy.

Provided that *you* tell us as soon as reasonably possible of any extension of cover detailed above and arrange insurance cover from the date that *our* liability commenced.

The most we will pay at any one situation is 10% of the sum insured for *contents* up to a maximum of £100,000.

### Computer virus

#### Meaning of words

#### Virus or Similar Mechanism

Virus or Similar Mechanism means program code, programming instruction or any set of instructions intentionally constructed with the ability to *damage*, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not.

The definition of Virus or Similar Mechanism includes but is not limited to Trojan horses worms and logic bombs.

#### Hacking

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data whether belonging to *you* or not.

#### What is insured

In respect of item 1 of section B the most we will pay is £5,000 for *damage* caused by any computer *virus* or *similar mechanism* or *hacking*.

For the purpose of this additional cover extension General Exclusion 10 is deleted.

### Debris removal costs

#### What is insured

We will pay for costs and expenses incurred for removing debris of the *contents* following *damage* which is insured by this section.

#### What is not insured

We will not pay for:

- a) costs or expenses incurred in removing debris other than from the *premises* and the area immediately adjacent to them
- b) costs or expenses arising from pollution or contamination of property not insured by this policy.

### Loss of metered water

#### What is insured

We will pay for excess water charges demanded from *you* by the water supply authority following loss of metered water as a result of *damage* insured by this section to fixed water pipes, tanks and apparatus.

The most we will pay is £12,500.

### Property temporarily removed

#### What is insured

We will pay for *damage* to:

- a) *contents* belonging to *you* or for which *you* are responsible within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland. The most we will pay is the sum insured for item 1
- b) *computer equipment*, as defined in additional cover 7. Computer Breakdown of section B, belonging to *you* or for which *you* are responsible within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland. The most we will pay is the sum insured for item 3



- c) plans, designs, deeds, briefs, non-negotiable documents, manuscripts, *business* books, office and computer systems records belonging to *you* or for which *you* are responsible within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland including whilst in the post. The most we will pay is 15% of the sum insured for *contents* as specified under section B in the schedule or £3,000 whichever is the less.

### Seasonal increase

#### What is insured

The sum insured for Item 4 of Section B will be automatically increased each year by 50%:

- a) during November and December
- b) for 30 days before Easter Day
- c) or for any other three month period to which we agree in writing.

### Theft of keys

#### What is insured

We will pay for the necessary replacement of locks following the loss of keys to the *buildings* or to any safe or strongroom in the *buildings* by theft from:

- a) the *buildings*
- b) the home of any *employee* or director.

Provided that if the keys are to a safe, they are not left in the *buildings* overnight.

The most we will pay is £10,000.

### Trace and access

#### What is insured

In the event of *damage* as insured by this section caused by the escape of water from fixed water apparatus or the leakage of fuel oil used solely for domestic purposes we will also pay for:

- a) costs and expenses incurred in locating the source of the *damage*
- b) costs and expenses incurred in repairing any *damage* caused in locating the source of the *damage*.

The most we will pay is £30,000.

### Settling claims

In the event of *damage* which is insured by this section to the property insured:

- a) by item 1 of section B, specified as Contents in the schedule we will pay the full cost of repair or reinstatement of the property to a condition equal to but not better than its condition when new, provided that the cost is incurred.  

We will not pay any cost in connection with producing information to be recorded in documents, manuscripts, *business* books or computer systems records
- b) by item 2 of section B, specified as Tenants Improvements in the schedule we will pay the full cost of repair or reinstatement of the property to a condition equal to but not better than its condition when new, provided that the cost is incurred. If the property has not been maintained in good repair we will make a deduction for deterioration
- c) by items 3 and 4 of section B, specified as Computer and Ancillary Equipment and Stock in the schedule we will indemnify *you* either by payment, repair or at *our* option, reinstatement.

### Special conditions

- 1 At the beginning of each period of insurance *you* shall advise *us* of the *Declared Value*. If *you* do not do so the *Declared Value* last advised to *us* plus increases in index-linking will be used as the *Declared Value* for the ensuing period of insurance.
- 2 The amount we will pay for repair or restoration of property insured partly damaged only shall not exceed the amount that we would have paid had that property insured been wholly destroyed.
- 3 The most we will pay as the sum insured is 115% of the *Declared Value*.

### Average

The sums insured by this section are subject to *average*.

For the avoidance of doubt solely in respect of the application of *average* to any item under this policy clause c) iii) of General condition 9 will not apply.

### Limits

The most we will pay under any item is the sum insured applicable to that item.

## Automatic reinstatement of the sum insured

### What is insured

We will automatically reinstate the sum insured upon notification of a claim to *us* unless we give written notice to the contrary.

Provided that:

- a) *you* pay the appropriate additional premium
- b) *you* take immediate steps to carry out any amendments in the protections of the *premises* that *we* may require.

The most *we* will reinstate in any one period of insurance is the sum insured.

## Index linking

### What is insured

We will automatically adjust the sums insured and the *declared values* under *contents* in line with changes in suitable indices of cost.

These adjustments will continue after any insured *damage* if the repairs or reinstatement are done without delay.

We will not charge any extra premium during the period of insurance, but at the end of the period we will work out the renewal premium on the revised values.

## Additional Cover

### 2. Glass

#### What is insured

Accidental breakage of fixed glass in windows, doors, showcases, counters and shelves which *you* are legally responsible for at the *premises*.

The most *we* will pay is the cost of replacing broken glass with glass of similar quality or as otherwise recommended by the British Standard Code of Practice BS6262.

We will also pay for:

- a) the cost of boarding up until the broken glass is replaced
- b) *damage* to *contents* caused by breakage of glass in the shop front
- c) *damage* to frames and framework of any description and the cost of removing or replacing any *contents* which may have to be removed to replace the glass.

The most *we* will pay is £500.

#### What is not insured

Silvering, lettering, bending or ornamenting any glass in excess of £1,000 any one loss.

Breakage of cracked or scratched glass.

*Damage* resulting from repairs or alterations to the *premises*.

*Damage* to glass that is more specifically insured elsewhere.

### 3. Sanitaryware

#### What is insured

Accidental breakage of fixed sanitaryware, at the *premises* for which *you* are responsible.

#### What is not insured

*Damage* resulting from repairs or alterations to the *premises*.

### 4. Rent

#### What is insured

If the *building* is made uninhabitable by *damage* which is insured by this section, we will pay for rent that *you* are liable to pay until the *building* is repaired or reinstated.

The most *we* will pay is 25% of the sum insured by item 1 of section B, specified as Contents in the schedule as applying to the damaged *building*.

## 5. Deterioration of stock

### What is insured

Damage to all stock contained in any *appliance* caused by changes in temperature resulting from:

- a) mechanical or electrical breakdown of the appliance
- b) accidental failure of the public electricity supply at the terminal points of the supply authority's feed to the premises
- c) accidental leakage of refrigerant or refrigerant fumes.

The most we will pay is £7,500 for any one *appliance*.

### What is not insured

Damage caused by:

- a) *your* wilful neglect
- b) the failure of the public supply of electricity due to the deliberate act of the supply authority.

## 6. Pressure plant

### Meaning of words

#### Pressure plant

Boilers, economisers, autoclaves, air receivers and other sterilising plant subject to internal pressure.

#### Collapse

Sudden and dangerous distortion of any part of an item of *pressure plant* caused by crushing stresses by force of steam or other fluid pressure.

### What is insured

We will pay for *damage* to any item of *pressure plant* used in connection with *your business* at the *premises* caused by its own explosion or *collapse*.

### What is not insured

Damage caused by:

- a) the installation and commissioning of *pressure plant*
- b) any wilful act or neglect by *you*
- c) maintenance, inspection, repair, alteration, modification or overhaul of *pressure plant*
- d) explosion or *collapse* occurring within 30 days of installation
- e) any form of testing involving abnormal stress or intentional overloading.

### Special condition applying to Pressure plant

*You* shall ensure that *pressure plant* is inspected in accordance with statutory regulations and that any reported defects are rectified.

## 7. Computer Breakdown

### Meaning of words

#### Computer Equipment

Computer equipment (including fixed disks and interconnecting wiring but not *computer media*) used for electronic processing communication and storage of data belonging to *you* or leased hired or rented to *you*.

#### Computer Media

Computer media of all types (other than paper records) belonging to *you* or for which *you* are legally liable.

#### Breakdown

The actual breaking or failure of any part of the equipment whilst in ordinary use arising from either mechanical or electrical defect causing stoppage of the function thereof which necessitates repair or replacement in order to continue normal working.

#### Approved Maintenance Agreement

An agreement which provides on-call remedial maintenance including free repair or replacement in the event of *breakdown* arising out of normal use. *You* will supply *us* with a copy of any such agreement on request.

## Incident

- a) *Damage* to any item of *computer equipment* at the *premises* caused by its *breakdown*
- b) the failure or fluctuation of the supply of electricity to the *computer equipment*
- c) the failure of any telecommunication system linked to the *computer equipment*.

## What is insured

### 1 Residual Breakdown

*Breakdown* of any item of *computer equipment* at the *premises* for which *you* are responsible under the terms of an *approved maintenance agreement* in force at the time of the *breakdown*.

### 2 Additional Expenditure

Additional expenditure necessarily and reasonably incurred by *you*:

- a) to prevent or minimise the interruption of or interference with the work normally carried out by or on the *computer equipment* excluding additional expenditure more specifically described in b) below
- b) to recompile or restore data or software or replace third party proprietary software as a result of an *incident* which manifests itself during the period of insurance.

## Limits

The most we will pay for item 1 Residual Breakdown, is the amount shown in the schedule.

The most we will pay for item 2 Additional Expenditure, is £25,000.

## Excess

In the case of any *additional expenditure* in consequence of *breakdown* of *computer equipment* which is not subject to an *approved maintenance agreement* *you* will be responsible for the first £1,000.

In every other case *you* will be responsible for the first £100.

## What is not insured

### Exclusions applying to item 1 Residual Breakdown

#### Breakdown

We will not pay for *damage* to any item of *computer equipment* or occasioned by its own breakdown unless there is in force an *approved maintenance agreement* in respect of the item.

#### Guarantee or Maintenance

We will not pay for *damage* for which any manufacturer supplier agent or maintenance undertaking is responsible under the terms of a guarantee or maintenance agreement or *damage* for which *you* are relieved of responsibility under any rental hire or lease agreement.

### Exclusions applying to item 1 Residual Breakdown and item 2 Additional Expenditure

We will not pay for:

#### Value of Data

The value to *you* of data stored on *computer equipment* or *computer media*.

#### Acts of Supply Authorities

Any *additional expenditure* in consequence of a failure of the public supply of electricity directly or indirectly due to:

- a) a deliberate act of the supply authority not performed for the sole purpose of safeguarding life or protecting any part of the supply system
- b) a scheme of rationing not necessitated by accidental *damage* to the supply authority generating or supply equipment
- c) the inability of the supply authority to maintain the supply system due to industrial action by any of its employees.

#### Acts of Telecommunications Authorities

Any additional expenditure in consequence of a failure of any telecommunications systems directly or indirectly due to:

- a) a deliberate act of the telecommunications authority or the exercise by the telecommunications authority of its power to withhold or restrict operation of the system
- b) the inability of the telecommunications authority to maintain the system due to industrial action by any of its employees
- c) the use by *you* of equipment which is not approved by the telecommunications authority
- d) failure of any satellite prior to its obtaining its full operating function or while in or beyond the final year of its design life
- e) atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite.

## Consequential Loss

Liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency or *consequential loss* or *damage* not specifically provided for herein.

## Special Condition applying to Additional Cover 7

You must backup data records at least once every seven days and:

- a) store such records at the *premises* in a fire resisting data cabinet of at least two hours fire resistance; or
- b) store such records elsewhere than at the *premises*; and
- c) store all computer media in accordance with the manufacturers recommendations.

## 8. Money

### Meaning of Words

#### Money

Cash, bank and currency notes, postal orders, cheques, banker's drafts, bills of exchange, unused units in postage stamp franking machines, postage stamps, revenue stamps, National Savings certificates, National Insurance stamps, stamped or franked National Insurance cards, Holiday-with-Pay stamps, Dental Estimate Board Payment forms, Premium Savings bonds, luncheon vouchers, trading stamps, credit card sales vouchers, consumer redemption vouchers and gift tokens accepted by *you* and VAT purchase invoices, all pertaining to the *business* and belonging to *you* or for which *you* are responsible.

#### Business Hours

Any time when *you* or any of *your employees* or directors with responsibility for *money* are in the *business* portion of *your premises* for the purpose of *your business*.

#### What is insured

Physical *damage* to:

- a) *money*
- b) safes or strongrooms which normally contain *money* caused by theft or attempted theft within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.

Provided that:

- i) whenever the *buildings* are unattended any safe containing *money* is securely locked and all keys to that safe are removed from the *premises* or kept on *your person* or that of one of *your employees*
- ii) *you* keep a complete record of *money* in transit and on *your premises* and deposit that record in a secure place other than a safe or strongroom containing *money*
- iii) where *money* in transit insured by item 1) exceeds:
  - 1) £2,000 it must be accompanied by at least two able bodied adults
  - 2) £4,000 it must be accompanied by at least three able bodied adults.

The most we will pay is listed as follows:

For *money* in the form of crossed cheques, postal orders, crossed bankers' drafts, credit card sales vouchers, Dental Estimate Board Payment forms, Premium Savings bonds, National Savings certificates, unused units in postage stamp franking machines, stamped or franked National Insurance cards and VAT purchase invoices £2,500,000

For *money* in any other form:

- |                                                                                              |        |
|----------------------------------------------------------------------------------------------|--------|
| 1) in transit by <i>you</i> or <i>your employees</i>                                         | £7,500 |
| 2) in transit by post (but no more than £5 per packet while in transit by unregistered post) | £1,000 |
| 3) in any bank night safe                                                                    | £7,500 |
| 4) in <i>your premises</i> during <i>business</i> hours                                      | £7,500 |
| 5) in <i>your premises</i> outside <i>business</i> hours in a locked safe or strongroom      | £5,000 |
| 6) in <i>your premises</i> outside <i>business</i> hours not in a locked safe or strongroom  | £250   |
| 7) in <i>your home</i> or that of any authorised <i>employee</i>                             | £1,000 |
| 8) elsewhere                                                                                 | NIL.   |

## What is not insured

Loss from any unattended road vehicle.

Damage caused by or due to:

- a) the dishonest acts of any *employee* not discovered within 14 days of the occurrence
- b) clerical or accounting errors.

## 9. Malicious attack

### What is insured

We will pay the sum or sums set out in the Table of Benefits shown below if *you* or any *employee* sustain bodily injury by violent, external and visible means as a result of malicious attack by anyone stealing or attempting to steal *money* or *contents*.

Provided that:

- a) *you* or any *employee* are engaged on *your business* at the time of the attack
- b) the *money* or *contents* are insured under the policy
- c) under benefit E we will not pay the benefit for more than 104 weeks
- d) we will only pay a benefit if death or disablement occurs within twelve months of the date of injury
- e) if we are satisfied that disability under benefit E is permanent, benefit D shall become payable when benefit E is exhausted. Except for this, we will not pay more than one benefit for the same accident
- f) we will not pay for more than one benefit for the same period of time
- g) no benefit shall be paid until its entire amount has been agreed.

### Table of Benefits

If physical injury is the only and direct cause of:

A	Death	£25,000
B	Permanent total loss of one or more limbs	£25,000
C	Permanent total loss of all sight of one or both eyes	£25,000
D	Permanent total inability to attend to any occupation or business	£25,000
E	Temporary total inability to attend to the usual occupation or business	Normal weekly wage or salary up to £200
F	Temporary partial inability to attend the usual occupation or business	Normal weekly wage or salary up to £200

If any of *your* clothing or personal belongings or those of any *employee* are damaged as a result of malicious attack by anyone stealing or attempting to steal *money* or *contents*, we will pay for that loss. The most we will pay is £500.

We will also pay up to £1,500 for incurred medical expenses as a result of bodily injury by violent, external and visible means otherwise insured under this additional cover

### Special exclusion applying to sections B 1-8

Damage caused by pollution or contamination is not insured except (unless otherwise excluded) *damage* to the property insured caused by:

- a) pollution or contamination which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, bursting overflowing discharging or leaking of water tanks apparatus or pipes, sprinkler leakage or impact by any road vehicle or animal
- b) any of the perils listed above which itself results from pollution or contamination.

## 10. Goods in transit

### Meaning of Words

#### In transit

The period from the time the *property insured* is lifted until it is unloaded at its final destination including loading and unloading.

#### Personal effects

Personal belongings of *your* drivers or attendants excluding money, credit, debit or charge cards or stamps, documents or securities.

#### Property insured

Goods belonging to *you* or for which *you* are legally responsible in connection with the *business*.

## Vehicle

A mechanically driven conveyance including trailers whether attached or temporarily detached from the vehicle during the course of the transit.

### What is insured

In the event of *damage* occurring during the period of insurance to:

- a) *property insured* while *in transit* contained in or on a road *vehicle* operated by *you* or any of *your employees*
- b) tarpaulin sheets, ropes, chains, toggles, dunnage and packing materials while being carried on any road vehicle operated by *you* for an amount not exceeding £2,500 per event
- c) *personal effects* not more specifically insured while being carried in or on a *vehicle* operated by *you* for an amount not exceeding £250 per person per event within the territorial limits and the Republic of Ireland we will pay *you* the amount of reduction in value of the *property insured* that sustains *damage*.

The most we will pay is £2,500.

### What is not insured

#### Changes in environment

*Damage* caused by or consisting of:

- a) corrosion, erosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, mould, dryness, marring, scratching, vermin or insects
- b) change in temperature, colour, flavour, texture or finish.

#### Confiscation

*Damage* caused by or arising from confiscation, destruction or detention by customs or other authorities

#### Consequential loss

Any financial loss, *damage*, cost, expense, fine or penalty not directly associated with the incident that caused *you* to claim

#### Depreciation, gradually operating changes and other causes

*Damage* caused by or consisting of:

- a) wear and tear, breakdown of refrigeration, defective packing, mildew, vermin or contamination
- b) delay or inadequate documentation, defective packing or refrigeration failure
- c) pollution or contamination

#### Motor vehicles excluded

Loss from a soft topped, open topped, open sided or curtain sided *vehicle* operated by *you* caused by:

- a) storm
- b) theft or attempted theft unless the *vehicle* is stolen at the same time

#### Property excluded

*Damage* arising from the carriage of fireworks or other dangerous goods.

## 11. Employers' liability

### What is insured

*Your* legal liability for bodily injury or disease sustained by any *employee* which arises out of and in the course of their employment by *you* in connection with *your business*.

We will pay:

- a) all sums *you* become legally liable to pay for any claim for damages settled or defended with *our* consent
- b) claimant's costs and expenses
- c) all costs and expenses *you* incur with *our* consent in defending any claim for damages.

Provided that the bodily injury or disease is caused:

- i) during any period of insurance
- ii) within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands or to *employees* employed in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and temporarily engaged elsewhere.

## What is not insured

Any liability:

- a) for bodily injury or disease sustained by any *employee*:
  - i) on any offshore installation or support or accommodation vessel for any offshore installation; or
  - ii) in transit to from or between any offshore installation or support or accommodation vessel
- b) for which compulsory motor insurance or security is required under either of the following:
  - i) the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992
  - ii) the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other Compulsory Road Traffic Legislation.

## Limit of liability

The most we will pay other than any limit otherwise stated is £10,000,000 for any one claim against *you* or by *you* or series of claims against *you* or by *you* arising out of one cause.

The most we will pay under this policy in respect of any one claim against *you* or by *you* or series of claims against *you* or by *you* arising directly or indirectly from TERRORISM shall be £5,000,000.

For the purpose of this section of the policy only, TERRORISM means:

- a) any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division of any nation, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
  - i) involves violence against one or more persons; or
  - ii) involves *damage* to property; or
  - iii) endangers life other than that of the person committing the action; or
  - iv) creates a risk to health or safety of the public or a section of the public; or
  - v) is designed to interfere with or to disrupt an electronic system
- b) any action in controlling, preventing, suppressing, retaliating against, or responding to any act, or preparation in respect of action, or threat of action described in a) above.

The amount shall be inclusive of:

- i) all legal costs and other expenses incurred by any claimant or claimants
- ii) all legal costs and other expenses incurred in defending any claim or claims.

Where we agree to indemnify more than one party then nothing in this policy shall increase *our* liability to pay any amount in respect of one claim or series of claims in excess of the amount stated above.

## Extensions to the Employers' liability cover

### Health and Safety at Work etc. Act 1974

#### What is insured

All legal fees or expenses reasonably incurred by the solicitors engaged with *our* consent to act for, or on behalf of, any of *your employees* or directors to defend a criminal charge brought under:

- a) Section 36 or 37 of the Health and Safety at Work etc. Act 1974 for an offence as defined in Section 33 of that Act
- b) Article 34 of the Health and Safety at Work Act (Northern Ireland) Order 1978 for an offence as defined in Article 31 of that order occurring during the period of insurance and arising out of their employment by *you* in connection with *your business* and which relates to any event arising in the course of *your business* involving bodily injury or disease which is or may be the subject of indemnity under Additional Cover 11. Employers' Liability.

Provided that:

- i) this extension shall apply only to proceedings brought within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- ii) the *employee* tells *us* immediately if any summons or other legal process is served upon them and of any event that may give rise to legal proceedings against them.



### What is not insured

Legal fees and expenses relating to the charge if the charge concerns any deliberate or intentional criminal act or omission by *your employee*.

Any fines or penalties.

Any part of the cost of any investigation or inquiry other than a solicitor's investigation restricted to the charge.

### Unsatisfied Court Judgments

#### What is insured

If any *employee* or their personal representatives obtains a judgment for damages for bodily injury or disease against any Company or individual operating from premises within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and that judgment remains unpaid for more than six months *we* will pay to the *employee* or their personal representatives, at *your* request, the amount of any unpaid damages and awarded costs.

Provided that:

- a) the bodily injury:
  - i) is caused during the period of insurance
  - ii) arises out of and in the course of employment in *your business*
- b) there is no appeal outstanding
- c) if any payment is made under this extension the *employee* or his personal representatives shall assign the judgment to *us*.

### Court Attendance Expenses

#### What is insured

*We* will pay *you* the rates shown below if any of these people are required to attend court as a witness at *our* request, in connection with a claim for which insurance is provided under this section:

- |                                                  |              |
|--------------------------------------------------|--------------|
| a) <i>you</i> or <i>your</i> partner or director | £500 per day |
| b) any <i>employee</i>                           | £250 per day |

### Corporate Manslaughter and Corporate Homicide Act 2007

#### What is insured

*We* will indemnify *you* against costs and expenses incurred with *our* prior written consent in the defence of any criminal proceedings arising from an alleged breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the period of insurance in the course of the *business* (including any appeal against conviction arising from such proceedings) and which relates to any event arising in the course of *your business* involving death which is or may be the subject of indemnity under Additional Cover 11. Employers' Liability.

Provided that:

- a) *our* liability under this extension will not exceed £5,000,000 in any one period of insurance. This limit will form part of and not be in addition to the limit of liability
- b) *we* must consent in writing to the appointment of any solicitor or counsel who are to act for and on *your* behalf
- c) *you* will give *us* immediate notice of any summons or other process served upon *you* which may give rise to proceedings under this extension
- d) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- e) where *we* have already indemnified *you* in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another extension of the policy the amount paid under that extension will be taken into account in arriving at *our* liability payable under this extension.

### What is not insured

Proceedings brought outside the territorial limits.

- a) This extension shall not apply:
  - i) where proceedings relate to any deliberate or intentional act or omission
  - ii) to fines or penalties of any kind.
- b) The defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work Act 1974 or any regulations made thereunder.
- c) Defence costs available from any other source or provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance.

## 12. Public liability

### What is insured

Your legal liability for:

- a) accidental death of or accidental personal injury to any person
- b) accidental damage to material property
- c) accidental obstruction, accidental trespass, accidental nuisance or accidental interference with pedestrian, road, rail, air or waterborne traffic.

Occurring during any period of insurance within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with *your business*.

We will pay all sums *you* shall become legally liable to pay as compensation.

### What is not insured

Any liability:

- a) for bodily injury or disease sustained by any *employee* arising out of and in the course of their employment by *you* in connection with *your business*
- b) arising from professional advice given by *you* for a fee or in circumstances where a fee would normally be charged
- c) arising from treatment or the dispensing of medicines or drugs
- d) arising from any commodities or goods sold, supplied, hired out, constructed, erected, installed, repaired, serviced or processed by or on behalf of *you*.

This shall not apply to food or drinks sold or supplied by *you* for consumption on *your premises*

- e) arising from ownership of the *premises*
- f) for *damage* to property which belongs to *you* or is in *your* custody or control or borrowed, rented, leased or hired for use by *you*.

This shall not apply to:

- i) personal property (including vehicles and contents) of *your employees*, directors or visitors
- ii) buildings or their contents temporarily occupied by *you* for the purpose of carrying out work
- iii) premises rented, hired, leased or lent to *you* unless the liability attaches solely because of a contract or agreement
- g) for *damage* to that part of any property upon which *you* or *your* servant or agent has been working, where the *damage* is a direct result of such work
- h) arising out of programming or for loss of information or the provision of wrong information on in or from computer disks, tapes or other data recording equipment
- i) for liquidated damages, fines or penalties which attach solely because of a contract or agreement
- j) arising from the ownership, possession or use of any mechanically propelled vehicle or mobile plant by *you* or on *your* behalf:
  - i) which is licensed for road use
  - ii) for which compulsory motor insurance or security is required
  - iii) which is more specifically insured

This shall not apply to the loading and unloading of mechanically propelled vehicles or mobile plant unless more specifically insured

- k) arising from the ownership, possession or use by *you* or on *your* behalf of:
  - i) craft designed to travel through air or space
  - ii) hovercraft or watercraft
- l) arising from *abuse*.

### Limit of liability

The most we will pay for all claims made for any one occurrence or all occurrences of a series arising out of one original cause is £5,000,000. We will also pay *legal costs* awarded to any claimant or incurred in defending any claim that is contested with *our* consent.

## 13. Product liability

### Meaning of words

#### Products

Good or commodities sold, supplied, repaired or serviced in connection with the *business*.

#### What is insured

We will pay all sums *you* become legally liable to pay as compensation for:

- a) accidental death of or accidental personal injury to any person
- b) accidental loss of or accidental *damage* to material property

occurring during any period of insurance anywhere in the world and caused by *products* supplied in or from Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

#### What is not insured

We will not pay for any liability:

- a) arising from treatment or the dispensing of medicines or drugs
- b) for bodily injury or disease sustained by any *employee* arising out of and in the course of their employment by *you* in connection with *your business*
- c) for replacing, reinstating, rectifying, repairing, recalling or guaranteeing the performance of any *products*
- d) arising from any *products* which at the time of contract of sale or repair are knowingly:
  - i) sold or supplied for use in craft designed to travel through air or space
  - ii) exported to the United States of America or Canada
- e) arising from any *products* in *your* custody or control
- f) for liquidated damages, fines or penalties which attach solely because of a contract or agreement
- g) arising from a professional advice given by *you* for a fee or in circumstances where a fee would normally be charged.

#### Limit of liability

The most we will pay for all claims arising during any one period of insurance is £5,000,000. We will also pay legal costs awarded to any claimant or incurred in defending any claim that is contested with *our* consent.

### Extensions to the Public and Products liability cover

#### Public liability during visits abroad

##### What is insured

The Public liability cover applies to non manual work carried out during temporary visits anywhere in the world in connection with *your business* by *you*, any *employee*, partner or director normally resident in and travelling from Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man.

#### Personal liability

##### What is insured

The personal liability of:

- a) *you*
- b) any *employee*, partner or director
- c) the family of any *employee* or director while accompanying such a person during temporary visits anywhere in the world in connection with *your business*.

Provided that such persons listed above shall keep to the terms, exclusions and conditions of this policy as they apply to the Public liability cover.

##### What is not insured

Any liability:

- a) arising from any contract or agreement which imposes a liability that would not otherwise have attached
- b) arising from the ownership or occupation of any land or buildings
- c) arising from the carrying on of any trade or profession

- d) arising from the ownership, possession or use of:
  - i) firearms other than sporting guns
  - ii) mechanically propelled vehicles
  - iii) craft designed to travel through air and space
  - iv) hovercraft or watercraft
  - v) animals of dangerous species
- e) arising from *damage* to property owned or held in trust by:
  - i) *you*
  - ii) any *employee* or director
  - iii) the family of any *employee* or director
- f) for accidental death of or accidental illness of or personal injury to any member of the family of any *employee* or director or to any *employee* of any director or *employee*.

## Cross Liabilities

### What is insured

Where this policy is in the joint names of more than one party we will deal with any claim as though a separate policy had been issued to each of them.

## Data Protection

### What is insured

We will pay all sums *you* become legally liable to pay for legal costs and expenses incurred with *our* prior consent, and all sums *you* are required to pay as damages to an individual arising from proceedings brought against *you* under:

- a) Sections 168 and 169 of the Data Protection Act 2018
- b) Article 82 of Regulation (EU) 2016/679 (General Data Protection Regulation).

The most we will pay is £1,000,000 in any one period of insurance.

### What is not insured

- a) Fines, penalties, liquidated, punitive or exemplary damages
- b) the costs of notifying any person regarding loss of personal data
- c) the cost of replacing, reinstating, rectifying or erasing any personal data
- d) any deliberate or intentional criminal act or omission giving rise to any claim under this Extension committed by *you*.

## Motor Contingent liability

### What is insured

All sums which *you* and *you* alone shall become legally liable to pay as compensation for:

- a) accidental death of or accidental personal injury to any person
- b) accidental *damage* to material property arising out of the use of any motor vehicle being used in connection with *your business*.

### What is not insured

Any liability:

- a) arising from the use of a motor vehicle which *you* own or provide
- b) arising from a motor vehicle driven by *you*
- c) for any *damage* to the vehicles or goods carried in them
- d) arising while the vehicle is being driven by any person who, to *your* knowledge, does not hold a driving licence unless that person has held one and is not disqualified from holding one
- e) arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- f) attaching to any person other than *you*.

## Environmental Clean Up Costs

### Meaning of Words

#### Clean Up Costs

- a) Testing for or monitoring of *Pollution or Contamination*
- b) the costs of *remediation* required by any *Enforcing Authority* to a standard reasonably achievable by the methods available at the time that such *remediation* commences.

#### Remediation

Remedying the effects of *Pollution or Contamination* including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

#### Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the territorial limits.

#### Pollution or Contamination

- a) All pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- b) all loss or damage or personal injury directly or indirectly caused by such pollution or contamination.

#### What is insured

All sums insured which *you* shall become legally liable to pay as compensation for *clean up costs* arising from environmental damage caused by *pollution or contamination* where such liability arises under an environmental directive, statute or statutory instrument.

Provided that:

- a) liability arises from *pollution or contamination* caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance. All *pollution or contamination* which arises out of one incident shall be deemed to have occurred at the same time such incident takes place
- b) our liability under this extension shall not exceed £1,000,000 for any one occurrence and in the aggregate in any one period of insurance and will be the maximum we will pay inclusive of all costs and expenses
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified.

#### What is not insured

Any liability:

- a) in respect of *clean up costs* for *damage* to *your* land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in *your* care, custody or control
- b) for *damage* connected with pre-existing contaminated property
- c) for *damage* caused by a succession of several events where such individual event would not warrant immediate action
- d) in respect of removal of any risk of an adverse effect on human health on *your* land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in *your* care, custody or control
- e) in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time *remediation* commences
- f) in respect of costs for prevention of imminent threat of environmental *damage* where such costs are incurred without there being *pollution or contamination* caused by a sudden, identifiable, unintended and unexpected incident
- g) for *damage* resulting from an alteration to subterranean stores of groundwater or to flow patterns
- h) in respect of costs for the reinstatement or reintroduction of flora or fauna
- i) for *damage* caused deliberately or intentionally by *you* or where *you* have knowingly deviated from environmental protection rulings or where *you* have knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which they are responsible
- j) in respect of fines or penalties of any kind
- k) for *damage* caused by the ownership or operation on behalf of *you* of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
- l) for *damage* which is covered by a more specific insurance policy
- m) for *damage* caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
- n) for *damage* caused by disease in animals belonging to or kept or sold by *you*.

## Corporate Manslaughter and Corporate Homicide Act 2007

### What is insured

We will indemnify *you* against costs and expenses incurred with *our* prior written consent in the defence of any criminal proceedings arising from an alleged breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the period of insurance in the course of the *business* (including any appeal against conviction arising from such proceedings) and which relates to any event arising in the course of *your business* involving death which is or may be the subject of indemnity under Additional Cover 12. Public Liability or Additional Cover 13. Products Liability.

Provided that:

- a) *our* liability under this extension will not exceed £2,000,000 in any one period of insurance. This limit will form part of and not be in addition to the limit of liability
- b) we must consent in writing to the appointment of any solicitor or counsel who are to act for and on *your* behalf
- c) *you* will give *us* immediate notice of any summons or other process served upon *you* which may give rise to proceedings under this extension
- d) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- e) where we have already indemnified *you* in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another extension of the policy the amount paid under that extension will be taken into account in arriving at *our* liability payable under this extension.

### What is not insured

- a) Proceedings brought outside the territorial limits.
- b) this extension shall not apply:
  - i) where proceedings relate to any deliberate or intentional act or omission
  - ii) to fines or penalties of any kind
- c) the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work etc Act 1974 or any regulations made thereunder
- d) defence costs available from any other source or provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance.

### Special Condition applying to no. 12. Public liability of section B

Liability arising from Pollution or Contamination is not insured unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance.

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

The most we will pay for all claims arising from Pollution or Contamination which is deemed to have occurred during the period of insurance is £2,000,000. Provided that the most we will pay will not increase and we will not pay more than the limit stated under no. 12. Public liability.

For the purpose of this condition "Pollution or Contamination" shall mean:

- a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- b) all damage or personal injury directly or indirectly caused by such pollution or contamination.

### Exclusions to the Public and Products liability cover

The Public and Products liability sections do not cover:

#### Asbestos

any liability for loss, cost or expense directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives

#### Cyber

any liability arising out of any actual (or alleged) unauthorised acts (including malicious acts) which results in access to, disruption of, or any failure of any computer or other equipment or component or system or item which processes, stores, transmits or receives Data.

This exclusion is not applicable to the indemnity provided by the Data Protection Extension in the Public and Products liability section.

For the purpose of this Exclusion Data shall mean data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

## Extensions to the Employers' liability and Public liability cover

### Additional Benefit

#### What is insured

We will pay the costs incurred with *our* consent for:

- a) representation at any Coroner's Inquest or Fatal Enquiry in respect of any death
- b) defending in any Court of Summary Jurisdiction any proceedings in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this section.

### Indemnity to Directors and Employees

#### What is insured

If the following people have a claim made against them for which *you* would be insured by this section, we will pay for any amounts for which they are legally liable:

- a) any director or *employee*
- b) any officer, member or *employee* of *your* social, sports or welfare organisations or first aid or medical arrangements (but excluding medical practitioners) fire or ambulance services.

Provided that:

- i) *you* request *us* to do so
- ii) such people shall keep to the terms, exclusions and conditions of this policy.

### Indemnity to Principal

#### What is insured

In the event of any claim for which *you* would be entitled to receive indemnity under no. 11. Employers' liability or no. 12. Public liability of section B being brought or made against any Public or Local Authority or other Principal we will indemnify the said Public or Local Authority or other Principal against such claim and/or any costs, charges and expenses for such claim. Provided that we shall not be liable unless we have sole conduct and control of all claims made under this extension.

### Health and Safety at Work etc. Act 1974

#### What is insured

We will pay, at *your* request, all legal fees and expenses incurred in the defence of any criminal proceedings brought against *you* or one of *your* employees or directors for a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 including legal costs and expenses incurred with *our* consent in an appeal against conviction.

Provided that the breach was committed or alleged to have been committed during the period of insurance and which relates to any event arising in the course of the Business involving death or personal injury which is or may be the subject of indemnity under Additional Cover 12. Public Liability or Additional Cover 13. Products Liability.

#### What is not insured

Proceedings brought outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

This extension shall not apply:

- a) where proceedings relate to any deliberate or intentional act or omission
- b) to fines or penalties of any kind.

### Private Work

#### What is insured

Private work carried out by any *employee* for *you* or any of *your* directors.

### All the extensions to the Employers' liability, Public and Products liability are subject to the following:

- a) We shall not be liable unless we have the sole conduct and control of all claims
- b) they shall not apply to any liability which is insured under any other policy
- c) the most we will pay will not increase and we will not pay more than stated
- d) the terms, exclusions and conditions of the policy.

#### **14. Tenant's liability**

(This does not apply if *you* are the owner of the *buildings*).

##### **What is insured**

Your legal liability as tenant for:

- a) *damage* to the *buildings* or to landlord's fixtures and fittings directly caused by any of the events insured by section B
- b) the cost of repairing accidental *damage* to underground pipes, drains and cables on the *premises* or connecting them to the public mains.

The most we will pay is 10% of the sum insured by item 1 of section B.

**Your attention is drawn to the General conditions, Claims conditions and General exclusions contained within this policy.**



# Section C – Business interruption

## Meaning of Words

### Incident

Damage to property used by *you* at the *premises* for the purposes of the *business*.

### Income

The money paid or payable to *you* in relation to the *business* at the *premises* for goods sold, supplied or delivered and services provided less the purchase cost to *you* of the goods, discounts allowed and bad debts.

### Extra expenses

The costs necessarily and reasonably incurred by *you* in order to minimise the interruption or interference with the *business*, including:

- a) removal to and from temporary premises
- b) increase in rent, rates and taxes
- c) salaries of additional *employees* and overtime payments
- d) re-constitution of documents, manuscripts, business books, records and computer systems records but not the cost of the stationery or other materials.

### Indemnity period

The period during which the results of the *business* are affected as a result of *damage*

The maximum period for which we will pay will not exceed:

- a) 3 months in respect of Additional covers 3 – Prevention of access and 6 – Named disease, vermin and suicide
- b) 12 months in respect of Additional cover 5 – Failure of public utilities
- c) 24 months in respect of any other claim under this section of the policy.

### Named disease

Illness sustained by any person resulting from:

- a) food or drink poisoning
- b) one of the following specified human infectious or human contagious diseases:

Acute encephalitis	Leprosy	Paratyphoid fever	Typhoid fever
Acute poliomyelitis	Leptospirosis	Rabies	Typhus fever
Bubonic plague	Malaria	Relapsing fever	Viral haemorrhagic
Cholera	Measles	Rubella	Viral hepatitis
Diphtheria	Meningitis	Scarlet fever	Whooping cough
Dysentery	Meningococcal infection	Smallpox	Yellow fever
Legionellosis	Mumps	Tetanus	
Legionnaires disease	Ophthalmia neonatorum	Tuberculosis	

an outbreak of which the competent local authority has stipulated shall be notified to them.

### Average

If at the time of the *damage* the sum insured for Item 1 – Loss of *income* and *extra expenses* is less than the *income* which would have been received during the maximum term allowed by the *indemnity period* but for the *damage*, the amount we pay will be reduced in proportion to the amount of the under insurance.

For the avoidance of doubt solely in respect of the application of average to any item under this policy clause c) iii) of General condition 9 will not apply.

## The cover

### Item 1

#### What is insured

Loss of *income* and *extra expenses*.

### Item 2

#### What is insured

*Extra expenses* only.

We will pay for the loss of *income* and/or *extra expenses* incurred by *you* during the *indemnity period* as a result of interruption or interference with the *business* caused by the following *incidents*:

- a) *damage* to the *buildings* of the *premises* shown in the schedule
- b) *damage* to the *contents* or glass of the *premises* shown in the schedule.

Provided that at the time of the *damage* there shall be an insurance in force covering the property at the *premises* against *damage* and that payment shall have been made or liability admitted under that insurance.

## Settling Claims

### Item 1

We will pay:

- a) the difference between the *income* *you* would have received during the *indemnity period* if there had been no *damage* and the *income* *you* actually received during that period
- b) *extra expenses* incurred during the *indemnity period*
- c) professional accountant's charges reasonably incurred for producing details that *we* require for any claim.

We will take into account in calculating the payment:

- i) any savings during the *indemnity period* from business expenses payable out of *income* which stop or are reduced as a result of the *damage*
- ii) any *income* *you* earn from conducting the *business* elsewhere during the *indemnity period*.

Adjustments will be made as may be necessary to provide for the trend of the business and for variations in or other circumstances affecting the business either before or after the *incident* which would have affected the business had the *incident* not occurred so that the figures thus adjusted will represent as nearly as may be reasonably practicable the results which but for the *incident* would have been obtained during the relative period after the *incident*.

Any adjustment implemented in current cost accounting will be disregarded.

### Item 2

We will pay:

- a) *extra expenses* incurred during the *indemnity period*
- b) professional accountant's charges reasonably incurred for producing details that *we* require for any claim.

## Additional cover

We will also pay for the contingencies described in the following extensions which will each be deemed to be an *incident*:

## 2 Documents temporarily removed

### What is insured

Loss of *income* and/or *extra expenses* as insured by this section incurred by *you* during the *indemnity period* as a result of interruption or interference with the *business* caused by *damage* insured by this policy to plans, designs, deeds, briefs, non-negotiable documents, manuscripts, business books, computer systems records belonging to *you* or for which *you* are responsible within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland including whilst in the post.

## 3 Prevention of access

### What is insured

Loss of *income* and/or *extra expenses* as insured by this section incurred by *you* during the *indemnity period* as a result of interruption or interference with the *business* caused by *damage* insured by this policy to property within a one mile radius of the *premises* which prevents or hinders the use of the *premises* or access to them.

The most *we* will pay in any one period of insurance is £25,000.

## 4 Failure of telephone exchange equipment

### What is insured

Loss of *income* and/or *extra expenses* as insured by this section incurred by *you* during the *indemnity period* as a result of interruption or interference with the *business* caused by *damage* insured by this policy to equipment at the telephone exchange serving the *premises*.

## 5 Failure of public utilities

### What is insured

Loss of *income* and/or *extra expenses* as insured by this section incurred by *you* during the *indemnity period* as a result of interruption or interference with the *business* caused by the accidental failure of the public supply of telephony, electricity, gas or water at the terminal point of the supply authorities' feeds to the *premises*. *We* will not pay for any loss arising from the deliberate act of the supply authority.

## 6 Named disease, vermin and suicide

### What is insured

Loss of *income* and/or *extra expenses* as insured by this section incurred by *you* as a result of interruption or interference with the *business* caused by:

- a) any occurrence of a *named disease* at the *premises* or attributable to food or drink supplied from the *premises*
- b) any discovery of an organism at the *premises* likely to result in the occurrence of a *named disease*
- c) the discovery of vermin or pests at the *premises* which causes restrictions on the use of the *premises* on the order or advice of the competent local authority
- d) any accident causing defects in the drains or other sanitary arrangements at the *premises* which causes restrictions on the use of the *premises* on the order or advice of the competent local authority
- e) any occurrence of murder or suicide at the *premises*.

Provided that the beginning of the *indemnity period* will be:

- i) in the case of a), b) and e), when the incident happens or is discovered
- ii) in the case of c) and d), the date when the restrictions on the *premises* are applied.

For the period specified in the *indemnity period*.

The most we will pay in any one period of insurance is £25,000.

### What is not insured

We will not pay for:

- a) loss arising from restrictions on the use of the *premises* in consequence of an emergency prohibition notice or emergency prohibition order being served against *you* or the manager of the *premises* in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any modifications or re-enactment
- b) any costs incurred in the cleaning, repair, replacement, recall or checking of property.

### Supplementary Conditions

- 1 We shall only be liable for the loss arising at those *premises* which are directly affected by the occurrence, discovery or accident.
- 2 *You* comply with all issues identified as Contraventions arising from a Food Premises Inspection Report within the timescales stated in such report.
- 3 *You* notify *us* immediately of any prohibition notice, emergency prohibition notice or emergency prohibition order served against *you* or the manager of the *premises* in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any modifications or re-enactment.

## 7 Lottery winner

### What is insured

Reasonable expenses necessarily incurred by *you* to minimise interruption of or interference with the *business* at the *premises* during the *indemnity period* due to the resignation of an *employee* or *employees* resulting from a monetary win from participation in the United Kingdom National Lottery, EuroMillions Lottery, Irish National Lottery or National Savings and Investment Premium Bonds prize draws or United Kingdom National Football Pools where the amount won is in excess of £100,000 per individual *employee*.

For the purpose of this extension:

- a) '*indemnity period*' will mean the period during which the results of the business are affected beginning with the occurrence of the monetary win but not exceeding the *maximum indemnity period*
- b) the *maximum indemnity period* will be 3 months.

The most we will pay is £25,000 or the annual salary per person whichever is the lesser.

### What is not insured

Excluding any loss where the *employee*:

- a) has been employed by *you* for a period of less than 12 consecutive months
- b) has served notice or has been served notice of termination of their employment with *you* prior to the monetary win
- c) has been absent from work due to sickness, disability or disciplinary suspension for a period of more than 4 weeks immediately prior to the monetary win
- d) works their full period of notice in accordance with their contract of employment with *you*.

## 8 Exhibition sites

### What is insured

Loss of *income* and/or *extra expenses* as insured by this section incurred by *you* during the *indemnity period* as a result of interruption of or interference with the *business* caused by *damage* insured by this policy at any trade fair or exhibition location at which *you* are to occupy a stand.

For the purpose of this additional cover:

- a) '*indemnity period*' will mean the period during which the results of the business are affected beginning with the occurrence of the interruption or interference but not exceeding the *maximum indemnity period*
- b) the *maximum indemnity period* will be 3 months.

The most we will pay is £50,000.

## 9 Unspecified Suppliers

### What is insured

Loss of *income* and/or *extra expenses* as insured by this section incurred by *you* during the *indemnity period* as a result of interruption of or interference with the *business* caused by *damage* insured by this policy at the *premises* of *your* direct suppliers, manufacturers or processors of components, good or materials.

The most we will pay is £25,000.

### Limits

The most we will pay under Items 1 and 2, including additional covers, are the sums insured specified in the schedule.

### Automatic reinstatement of loss

#### What is insured

We will automatically reinstate the limit or sum insured upon notification of a claim to *us* unless *we* give written notice to the contrary. Provided that *you* pay the appropriate additional premium.

The most we will reinstate in any one period of insurance is the limit or sum insured.

### Special Conditions applying to section C

- 1 We will not pay if the *business* is permanently discontinued, wound up or carried on by a liquidator or receiver, unless we have agreed to do so in writing.
- 2 You must backup data records at least once every seven days and:
  - a) store such records at the *premises* in a fire resisting data cabinet of at least two hours fire resistance; or
  - b) store such records elsewhere than at the *premises*.

### Special Exclusion applying to section C

*Damage* caused by pollution or contamination is not insured except (unless otherwise excluded) *damage* to any property used by *you* at the *premises* for the purpose of the *business* caused by:

- a) pollution or contamination at the *premises* which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, bursting overflowing discharging or leaking of water tanks apparatus or pipes, sprinkler leakage or impact by any road vehicle or animal
- b) any of the perils listed in a) above which itself results from pollution or contamination.

*Your* attention is drawn to the General conditions, Claims conditions and General exclusions contained within this policy.

# Section D – Book debts

## Meaning of Words

### Outstanding debit balances

The amounts debited or invoiced to customers as set out in *your* accounts but not paid at the time of the *damage* adjusted for bad debts and any abnormal trading conditions which had or could have had a material effect on *your business*.

### Professional accountant's charges

The reasonable charges payable by *you* to *your* professional accountant for producing details that *we* require for any claim.

## The cover

### What is insured

If *your* books of account or other *business* books or records:

- a) at the *premises*
- b) whilst temporarily removed from the *premises* and within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland including whilst in the post

suffer *damage* which is insured by this policy and as a direct result of such *damage* *you* are unable to trace or establish the *outstanding debit balances* due to *you* *we* will pay *you*:

- i) the difference between *outstanding debit balances* and the total of the amounts received or traced
- ii) additional expenses incurred by *you* with *our* consent in tracing and establishing *outstanding debit balances*
- iii) *professional accountant's charges*.

Provided that if the sum insured by this section is less than the outstanding debit balance the amount *we* will pay will be reduced in proportion to the amount of the under insurance.

For the avoidance of doubt clause c) iii) of General condition 9 will not apply.

### Limit

The most *we* will pay is the sum insured under section D.

### Automatic reinstatement of loss

#### What is insured

*We* will automatically reinstate the sum insured upon notification of a claim to *us* unless *we* give *you* written notice to the contrary.

Provided that *you* pay the appropriate additional premium.

The most *we* will reinstate in any one period of insurance is the sum insured.

### Special Conditions applying to section D

- 1 *We* will not pay if the *business* is permanently discontinued, wound up or carried on by a liquidator or receiver, unless *we* have agreed to do so in writing.
- 2 *You* must keep *your* books of account and other *business* books and records containing customers accounts in fire resisting safes or fire resisting cabinets of at least two hours fire resistance or store such records elsewhere than at the *premises*.

### Special Exclusion applying to section D

*Damage* caused by pollution or contamination is not insured except (unless otherwise excluded) *damage* to any property used by *you* at the *premises* for the purpose of the *business* caused by:

- a) pollution or contamination at the *premises* which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, bursting overflowing discharging or leaking of water tanks apparatus or pipes, sprinkler leakage or impact by any road vehicle or animal
- b) any of the perils listed in a) above which itself results from pollution or contamination.

*Your* attention is drawn to the General conditions, Claims conditions and General exclusions contained within this policy.

# Section E – Fidelity

## Meaning of Words

Words with special meanings in this section are defined in the Meaning of words and section B – Contents.

## The cover

### What is insured

Direct loss of *money* and/or *contents* pertaining to the *business* by any act of fraud or dishonesty committed by any *employee* during the period of insurance and during uninterrupted service with *you*.

Provided that:

- a) the loss is discovered not later than twenty-four months after the expiry of this section of the policy or the termination of the *employee's* service, whichever happens first
- b) we will not pay more than one claim for the same *employee*
- c) any *money* which the *employee* would have been entitled to receive from *you* but for the act of fraud or dishonesty will be deducted from the amount of the loss before a claim is paid under this policy
- d) the most we will pay during the whole period of this section of the policy is the limit for any one *employee* or any number of *employees* in collusion.

### What is not insured

Loss by fraud or dishonesty by any *employee*:

- a) whom *you* are unable to name
- b) who is based outside the United Kingdom
- c) who is one of *your* directors holding more than 5% of *your* share capital.

### Auditor's fees

#### What is insured

We will pay auditor's fees that *you* reasonably incur in preparing a claim under this section of the policy.

#### Limit

The most we will pay is £12,500.

### Automatic reinstatement of loss

#### What is insured

We will reinstate the amount of any loss paid under this section of the policy from the date that the act of fraud or dishonesty is discovered.

Provided that:

- a) the amount reinstated is only available for claims for subsequent acts of fraud or dishonesty
- b) *you* pay the appropriate additional premium.

### Special Conditions

- 1 *You* must give *us* notice in writing immediately after the discovery of any act of fraud or dishonesty committed by an *employee* or after *you* suspect that any such act has been committed.

We shall not pay for any future acts of fraud or dishonesty committed by this *employee*. Any claim under this policy must be made in writing to *us* within 90 days of such notice.

- 2 If we require it *you* must use all diligence in prosecuting to a conviction any *employee* for the act of fraud or dishonesty for which a claim has been made under this policy. If a conviction is obtained this shall be at *our* expense.
- 3 We may, at *our* own expense, take steps to recover from the *employee* or the *employee's* estate any loss that we have paid or are liable to pay under the policy. For this purpose we may use *your* name and *you* must give *us* any information or assistance that we require.
- 4 We shall not be liable unless:
  - a) *you* obtain written references covering the previous three years employment before engaging any *employee* other than school leavers and those not responsible for *money*, *contents*, book-keeping or accounts. These references must be produced in the event of a claim
  - b) all *money* received by any *employee* is passed daily to *you* or to an *employee* authorised to receive *money* or is banked daily

- c) statements of account are sent at least monthly direct to all customers and are not sent by *employees* authorised to receive *money*
- d) cash book entries and other records of *money* received including computer systems records are fully checked at least monthly against:
  - i) the bank statement
  - ii) receipt counterfoils
  - iii) vouchers
  - iv) supporting documents and cash in handindependently of the *employees* handling such records or *money*
- e)
  - i) the ordering of
  - ii) the certification of receipt for and
  - iii) the authorisation of payment forgoods or subcontracted work are carried out by different *employees* acting independently
- f) supporting papers are checked independently of the *employees* who prepare cheques and any cheque for over £5,000 is signed by two people
- g) wages and salaries are independently checked before payment
- h) all books are balanced and checked by professional auditors at least annually.

**Your attention is drawn to the General conditions, Claims conditions and General exclusions contained within this policy.**

# Section F – Legal Expenses

## Meaning of words

The following words have these meanings wherever they appear in this policy in **bold**:

### **appointed representative**

The **preferred law firm**, law firm, tax consultancy, accountant or other suitably qualified person we appoint to act on the **insured person's** behalf.

### **business**

The business declared to **us** and covered by the commercial policy to which this policy attaches.

### **costs and expenses**

- (a) All reasonable, proportionate and necessary costs chargeable by the **appointed representative** and agreed by us in accordance with the **DAS Standard Terms of Appointment**.
- (b) The costs incurred by opponents in civil cases if the **insured person** has been ordered to pay them, or the **insured person** pays them with **our** agreement.

### **countries covered**

- (a) For insured incidents **Legal defence** (excluding **5 Statutory notice appeals**, and **Personal injury**)  
The United Kingdom of Great Britain and Northern Ireland, 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.
- (b) For all other insured incidents  
The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

### **DAS Standard Terms of Appointment**

The terms and conditions (including the amount **we** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting on **your** behalf the amount **we** will pay is currently £100 per hour. This amount may vary from time to time.

### **date of occurrence**

- (a) For civil cases (other than as specified under (c) to (e) below), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **you** or an **insured person** first became aware of it.)
- (b) For criminal cases, the date the **insured person** began, or is alleged to have begun, to break the law.
- (c) For insured incident **Statutory licence appeal**, the date when **you** first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel your licence, mandatory registration or British Standard Certificate of Registration.
- (d) For insured incident **Tax protection**, the date when HM Revenue & Customs, or the relevant authority, first notifies **you** of its intention to carry out an enquiry. For **VAT** or **employer compliance disputes**, the date the dispute arises during the **period of insurance** following the issue of an assessment, written decision or notice of a civil penalty.
- (e) For insured incident **Legal defence 5 Statutory notice appeals**, the date when the **insured person** is issued with the relevant notice and has the right to appeal
- (f) For insured incident **Crisis containment**, the date the negative publicity relating to the **business** first occurred.

### **employer compliance dispute**

A dispute with HM Revenue & Customs concerning **your** compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.

### **insured person**

- (a) **You** and the directors, partners, managers, employees and any other individuals declared to **us** by **you**.
- (b) A person contracted to work for **you** who works for **you** on the same basis as **your** employees, and performs that work under **your** supervision and direction.

### **let property**

The property or properties which are owned by **you** or are **your** responsibility and let by **you** to a tenant under a tenancy agreement which is in writing, properly executed and containing an enforceable forfeiture clause.



### **period of insurance**

The period for which **we** have agreed to cover the **insured person** and for which **we** have accepted the premium.

### **PR crisis**

Negative publicity in local, regional or national media (print, online, television or radio), or negative social media comment, which requires managing to protect **your business'** reputation.

### **preferred law firm**

A law firm, barrister or tax expert **we** choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the **insured person's** claim and must comply with **our** agreed service standard levels, which **we** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

### **reasonable prospects**

- (a) For civil cases, other than insured incidents **Employment Disputes and Compensation Awards 1-4** and **Legal Defence 1-4 and 6**, the prospects that the **insured person** will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment) or make a successful defence, must be at least 51%. A **preferred law firm** or tax consultancy on **our** behalf, will assess whether there are **reasonable prospects**.
- (b) For criminal cases there is no requirement for there to be prospects of a successful outcome.
- (c) For civil and criminal appeals the prospects of a successful outcome must be at least 51%.

### **tax enquiry**

A written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either:

- (i) includes a request to examine any aspect of **your** books and records; or
- (ii) advises of a check of **your** whole tax return.

### **VAT dispute**

A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to **your** VAT affairs.

### **we, us, our, DAS**

DAS Legal Expenses Insurance Company Limited.

### **you, your**

The **business** that has taken out this policy.

## Welcome to DAS

**Your business** is now protected by the UK's leading specialist legal expenses insurer.

DAS Legal Expenses Insurance Company Limited ('**DAS**') is the underwriter and provides the legal protection insurance under **your** policy. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm** on behalf of **DAS**.

To make sure that **you** get the most from **your DAS** cover, please take time to read this policy wording which explains the insurance cover and additional services available to you. Please follow the procedures throughout the policy and in particular those applying to **Employment disputes and compensation awards** cover.

### **How your policy can help**

Please find below information about the services **your** policy offers and details of how to make a claim.

If **you** wish to speak to **us** about:

- **Legal Advice** – **you** can get telephone legal advice on any legal issue affecting **your business**.
- **Insurance Claims** – **you** can report a claim 24/7.
- **Tax Advice** – dedicated tax advisers can provide advice on tax issues affecting **your business**.

Please phone us on 0344 893 0859. **We** will ask **you** about **your** legal issue and if necessary call **you** back to deal with **your** query.

### **Online law guide and document drafting**

Using [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) **you** can access the free online law guide and create ready-to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by **you** using **our** smart document builders. **You** can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts.

Register using the voucher code **DAS472301** to gain access to a range of free documents.

## Reporting a claim

### Important information

Please do not ask for help from a lawyer, accountant or anyone else before **we** have agreed that **you** should do so. If **you** do, we will not pay the costs involved even if **we** accept the claim.

### Report your claim

- Call us on **0344 893 0859** (for Crisis containment, if operative, call **0344 893 9314**). Available 24 hours a day, 7 days a week
- Have your policy number ready and **we'll** ask **you** about your claim

### We will assess the claim

- To check your claim is covered by your policy
- And, if it is, **we** will send it to a lawyer who specialises in your type of claim

### The lawyer will

- Assess your case and tell **you** how likely it is **you** will win

### If you are more likely than not to win, the lawyer will

- Manage the case from start to finish

Please note this is an overview of the claims process for guidance purposes only. **Our** claims handlers can answer any questions **you** may have when they receive your claim, alternatively you can visit [www.das.co.uk/legal-protection/how-to-claim](http://www.das.co.uk/legal-protection/how-to-claim)

## Our agreement

This policy, the policy schedule and any endorsement shall be read together as one document and describe the contract between **you** and **us**.

**We** agree to provide the insurance described in this policy for **you** (or where specified, the **insured person**) in respect of any insured incident arising in connection with the **business**, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy, provided that:

- 1 **reasonable prospects** exist for the duration of the claim (other than for insured incident **Employment disputes and compensation awards 1-4 and Legal defence 1-4 and 6, and Crisis containment**)
- 2 the **date of occurrence** of the insured incident is during the **period of insurance**, or
- 3 during the currency of a previous equivalent legal expenses insurance policy, provided that:
  - the previous legal expenses insurance policy required **you** to report claims during its currency
  - **you** could not have notified a claim previously as **you** could not have reasonably been aware of the insured incident
  - cover has been continuously maintained in force
  - any claim that should have been covered under a previously operative legal expenses insurance policy will not be covered by **us**, and
  - the available limit of indemnity shall be limited to the lesser of the sums payable under this or **your** previous policy
- 4 any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **countries covered**, and
- 5 the insured incident happens within the **countries covered**.

### What we will pay

**We** will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an insured incident, and any compensation awards that **we** have agreed to, provided that:

- 1 the most **we** will pay in respect of all claims resulting from one or more event arising at the same time or from the same originating cause, for **costs and expenses** and compensation awards claims, is £250,000
- 2 the most **we** will pay for the total of all compensation awards under insured incident **Employment disputes and compensation awards 2 Compensation awards** in any one **period of insurance** shall not exceed £1,000,000
- 3 the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm** or tax consultancy. The amount **we** will pay a law firm (where acting on **your** behalf) is currently £100 per hour. This amount may vary from time to time
- 4 in respect of an appeal or the defence of an appeal, **you** must tell **us** as soon as possible and within the statutory time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist

- 5 for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this policy, **we** must agree that **reasonable prospects** exist
- 6 where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award, and
- 7 in respect of insured incident **Legal defence 6 Jury service and court attendance** the maximum **we** will pay is the **insured person's** net salary or wages for the time that the **insured person** is attending court or tribunal, less any amount **you**, the court or tribunal pays.
- 8 in respect of insured incident **Crisis containment** the maximum **we** will pay in respect of all claims resulting from one or more event arising at the same time, or from the same originating cause, is £10,000.

### What we will not pay

- 1 In the event of a claim, if **you** decide not to use the services of a **preferred law firm** or tax consultancy, **you** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**.
- 2 If **you** are registered for VAT **we** will not pay the VAT element of any **costs and expenses**.
- 3 The first £500 of any contract dispute claim where the amount in dispute exceeds £5,000 (including VAT). If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn.

## Your cover – insured incidents

Please note, each of these insured incidents is operative only if shown as operative in **your** policy schedule.

### Employment disputes and compensation awards

#### 1 Employment disputes

##### What is covered

**Costs and expenses** to defend **your** legal rights:

- (a) before the issue of legal proceedings in a court or tribunal:
  - (i) following the dismissal of an employee; or
  - (ii) where an employee or ex-employee has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure; or
- (b) in unfair dismissal disputes under the ACAS Arbitration Scheme; or
- (c) in legal proceedings in respect of any dispute relating to
  - (i) a contract of employment with **you**; or
  - (ii) an alleged breach of the statutory rights of an employee, ex-employee or prospective employee under employment legislation.

##### What is not covered

A claim relating to the following:

- 1 unless equivalent legal expenses insurance was continuously in force before:
  - (a) any dispute where the originating cause of action arises within the first 90 days of the start of this policy;
  - (b) any dispute with an employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of this policy if the **date of occurrence** was within the first 180 days of the start of this policy and the dispute relates directly to the same matter(s) which gave rise to that warning;
  - (c) any notice of redundancy or alleged redundancy or unfair selection for redundancy which occurs within the first 180 days of the start of this policy
- 2 employee internal disciplinary or grievance procedures
- 3 damages for personal injury
- 4 Transfer of Undertakings Regulations (TUPE) or the Transfer of Employment (Pension Protection) Regulations
- 5 pursuing **your** legal rights.

## 2 Compensation awards

### What is covered

In respect of a claim we have accepted under insured incident **1 Employment disputes** we will pay:

- (a) any basic and compensatory award; and/or
- (b) an order for compensation or damages following a breach of your statutory duties under employment legislation.

Provided that:

any sum of money in settlement of a dispute is awarded by a court, or tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by default, or is payable under settlement approved in writing in advance by us.

*Please note that the total amount payable by us for all compensation awards and sums of money in settlement of a dispute, in aggregate and in any one **period of insurance** is £1,000,000.*

### What is not covered

A claim relating to the following:

- 1 Any compensation award relating to the following:
  - trade union activities, trade union membership or non-membership;
  - pregnancy or maternity rights, paternity, parental or adoption rights;
  - health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
  - statutory rights in relation to trustees of occupational pension schemes.
- 2 Non-payment of money due under a contract.
- 3 Any award ordered because **you** have failed to provide relevant records to employees under National Minimum Wage legislation.
- 4 A compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.
- 5 A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

## 3 Employee civil legal defence

### What is covered

**Costs and expenses** to defend the **insured person's** (other than **your**) legal rights if:

- (a) an event arising from their work leads to civil action being taken against them under legislation for unlawful discrimination; or
- (b) civil action is being taken against them as trustee of a pension fund set up for the benefit of **your** employees.

*Please note that we will only provide cover for an **insured person** (other than **you**) at **your** request.*

## 4 Service occupancy

### What is covered

**Costs and expenses** to recover possession of premises owned by **you**, or for which **you** are responsible, from **your** employee or ex-employee.

### What is not covered

Any claim relating to defending **your** legal rights, other than defending a counter-claim that is an insured incident under this policy.

### Legal defence

**Costs and expenses** to defend the **insured person's** legal rights:

(provided that for each of the following sections of **Legal defence** cover **1-6** **you** request us to provide cover for the **insured person**.)

#### 1 Criminal pre-proceedings cover

### What is covered

Prior to the issue of legal proceedings, when dealing with the Police, Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that the **insured person** has or may have committed a criminal offence.

Provided that:

for claims relating to the Health and Safety at Work etc Act 1974 the **countries covered** shall be any place where the Act applies.

*Please note we will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the **business** shown in the policy schedule. Please see the section titled **Our agreement** at the start of this policy.*

### What is not covered

A claim relating to the following:

- 1 any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs
- 2 investigations due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

## 2 Criminal prosecution defence

### What is covered

Following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction.

Provided that:

for claims relating to the Health and Safety at Work etc Act 1974 the countries covered shall be any place where the Act applies.

*Please note we will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the **business** shown in the policy schedule. Please see the section titled **Our agreement** at the start of this policy.*

### What is not covered

A claim relating to the following:

- 1 prosecution due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

## 3 Data protection

### What is covered

If civil action is taken against the **insured person** for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/or a data processor by:

- (a) An individual. **We** will also pay any compensation award in respect of such a claim.
- (b) A data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor. Please note **we** will not pay any compensation award in respect of such a claim.

Provided that:

in respect of **3(a)** any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in advance by **us**.

*Please note we will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body. Please see general section exclusion 3.*

### What is not covered

A claim relating to the following:

- 1 the loss, alteration, corruption or distortion of, or damage to stored personal data, or
  - 2 a reduction in the functionality, availability, or operation of stored personal data
- resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus or similar mechanism.

## 4 Wrongful arrest

### What is covered

If civil action is taken against the **insured person** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.

## 5 Statutory notice appeals

### What is covered

In an appeal against the imposition or terms of any statutory notice issued under legislation affecting **your business**.

### What is not covered

A claim relating to the following:

- 1 an appeal against the imposition or terms of any statutory notice issued in connection with **your** licence, mandatory registration or British Standard Certificate of Registration
- 2 a statutory notice issued by an **insured person's** regulatory or governing body.

## 6 Jury service and court attendance

### What is covered

An **insured person's** absence from work:

- (a) to perform jury service
- (b) to attend any court, tribunal or at the request of the **appointed representative**.

The maximum **we** will pay is the **insured person's** net salary or wages for the time that they are absent from work less any amount **you**, the court or tribunal, have paid them.

**We** will reimburse **you** for net salary or wages that **you** have paid the **insured person** for that time, less any amount they have been paid by, or can recover from, the court or tribunal.

### What is not covered

A claim relating to the following:

- 1 any claim if **you** or the **insured person** are unable to prove the loss.

## Statutory licence appeal

### What is covered

Costs and expenses for:

An appeal to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel **your** licence, mandatory registration or British Standard Certificate of Registration.

### What is not covered

A claim relating to the following:

- 1 the original application or renewal application of a statutory licence, mandatory registration or British Standard Certificate of Registration
- 2 the ownership, driving or use of a motor vehicle.

## Contract disputes

### What is covered

Costs and expenses for:

A contractual dispute arising from an agreement or an alleged agreement which has been entered into by **you** or on **your** behalf for the purchase, hire, sale or provision of goods or of services.

Provided that:

- (a) the amount in dispute exceeds £500 (incl VAT)
- (b) if the amount in dispute exceeds £5,000 (incl VAT), **you** must pay the first £500 of any claim. If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn
- (c) if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £500 (incl VAT)
- (d) if the dispute relates to money owed to **you**, a claim under the policy is made within 90 days of the money becoming due and payable.

### What is not covered

A claim relating to the following:

- 1 a dispute arising from an agreement entered into prior to the start of this policy if the **date of occurrence** is within the first 90 days of the start of this policy, unless equivalent legal expenses insurance was in force immediately before
- 2
  - (a) a dispute relating to an insurance policy, other than when **your** insurer refuses **your** claim
  - (b) the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, **we** will cover a dispute with a professional adviser in connection with these matters
  - (c) a loan, mortgage, pension, guarantee or any other financial product. However, **we** will cover a dispute with a professional adviser in connection with these matters
  - (d) a motor vehicle owned by, or hired or leased to **you** other than agreements relating to the sale of motor vehicles where **you** are engaged in the business of selling motor vehicles

- 3 a dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with **you**. (Please refer to insured incident **Employment disputes and compensation awards**.)
- 4 a dispute which arises out of the:
  - sale or provision of computer hardware, software, systems or services; or
  - the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **your** own specification
- 5 the recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists
- 6 a dispute arising from a breach or alleged breach of professional duty by an **insured person**.

## Debt recovery

### What is covered

#### Costs and expenses for:

A dispute relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgments.

Provided that:

- (a) the debt exceeds £500 (incl VAT)
- (b) a claim is made within 90 days of the money becoming due and payable
- (c) **we** have the right to select the method of enforcement, or to forego enforcing judgment if **we** are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

### What is not covered

A claim relating to the following:

- 1 any debt arising from an agreement entered into prior to the start of the policy if the debt is due within the first 90 days of the start of this policy, unless equivalent legal expenses insurance was in force immediately before
- 2
  - (a) the settlement payable under an insurance policy
  - (b) the sale, purchase, terms of a lease, licence, or tenancy of land or buildings
  - (c) a loan, mortgage, pension, guarantee or any other financial product. However, **we** will cover a dispute with a professional adviser in connection with these matters
  - (d) a motor vehicle owned by, or hired or leased to **you** other than agreements relating to the sale of motor vehicles where **you** are engaged in the business of selling motor vehicles
- 3 a dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services
- 4 the recovery of money and interest due from another party where the other party indicates that a defence exists
- 5 any dispute which arises from debts **you** have purchased from a third party.

## Property protection

### What is covered

#### Costs and expenses for:

A civil dispute relating to physical property which is owned by **you**, or is **your** responsibility following:

- 1 any event which causes physical damage to such physical property; or
- 2 a legal nuisance (meaning any unlawful interference with your use or enjoyment of your land, or some right over, or in connection with it); or
- 3 a trespass.

*Please note that **you** must have, or there must be reasonable prospects of establishing **you** have, the legal ownership or right to the physical property that is the subject of the dispute.*

### What is not covered

A claim relating to the following:

- 1 a contract you have entered into (please refer to insured incident **Contract disputes**)
- 2 physical property which is in transit or which is lent or hired out
- 3 goods at premises other than those occupied by **you** unless the goods are at the premises for the purpose of installations or use in work to be carried out by **you**
- 4 mining subsidence
- 5 defending **your** legal rights but **we** will cover defending a counter-claim that is an insured incident under this policy
- 6 a motor vehicle owned or used by, or hired or leased to an **insured person** (other than damage to motor vehicles where you are in the business of selling motor vehicles)
- 7 the enforcement of a covenant by or against **you**.

### Personal injury

#### What is covered

At **your** request, **costs and expenses** for an **insured person's** and their family members' legal rights following a specific or sudden accident that causes the death of, or bodily injury to them.

#### What is not covered

A claim relating to the following:

- 1 any illness or bodily injury that happens gradually
- 2 psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury
- 3 defending an **insured person's** or their family members' legal rights other than in defending a counter-claim
- 4 clinical negligence.

### Tax protection

#### What is covered

Costs and expenses for:

- 1 A **tax enquiry**
- 2 An **employer compliance dispute**
- 3 A **VAT dispute**
- 4 A **tax enquiry** in to the personal tax affairs of **your** partners or directors

Provided that:

**you** have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed.

*Please note **we** will only cover tax claims which arise in direct connection with the activities of the **business** shown in the policy schedule. Please see the section titled **Our agreement** at the start of this policy.*

#### What is not covered

A claim relating to the following:

- 1 a tax avoidance scheme
- 2 any failure to register for Value Added Tax or Pay As You Earn
- 3 any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office
- 4 any claim relating to import or excise duties and import VAT
- 5 any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.



## Let property

### What is covered

Costs and expenses for:

#### 1 Breach of the tenancy agreement

A dispute with a tenant arising from a breach or alleged breach of the tenancy agreement which relates to the use or maintenance of the **let property** excluding repossession, recovery of money owed and dilapidations (please see 2 to 4 below).

#### 2 Repossession

Obtaining possession of the **let property**, provided that, where appropriate, all statutory and contractual notices have been correctly served by **you** on the tenant.

#### 3 Recovery of money owed

Recovering money and interest due from a lease, licence or tenancy of the let property, including enforcement of judgment.

Provided that:

- (a) the amount in dispute exceeds £200 (incl. VAT) and if it is rent that is owed, it must have been overdue for at least one calendar month
- (b) **you** have exhausted all your credit control procedures before **you** report the claim
- (c) **we** have the right to select the method of enforcement, or to forego enforcing judgment if **we** are not satisfied that there are, or will be, sufficient assets available to satisfy judgment
- (d) if **you** accept payment (or part payment) of any rent arrears from the tenant, **you** must provide proof **you** have warned the tenant this does not prevent **you** taking further action against them to recover monies owed
- (e) the other party does not intimate that a defence exists.

#### 4 Dilapidations

A dispute relating to dilapidations to the **let property**.

Provided that:

- (a) the amount of the dilapidations exceeds £1,000
- (b) prior to the tenancy beginning, a detailed inventory, which notes the condition of all items on the inventory is prepared by **you**
- (c) after the tenant has vacated the **let property**, a detailed Schedule of Dilapidations is prepared by **you**.

#### 5 Nuisance

Defending any allegation of legal nuisance arising from the **let property** used solely for residential purposes.

#### 6 Eviction of squatters

Evicting anyone who is not **your** tenant or ex-tenant from the **let property** and who has not got **your** permission to be there.

*Please note, for England, Wales and Scotland squatting in a residential property is a criminal offence and therefore please contact the police in the first instance.*

### What is not covered

A claim relating to the following:

- 1 Any dispute where the originating cause of action arises within the first 90 days of the start of this policy, unless equivalent legal expenses insurance was in force immediately before
- 2 A dispute arising from rent or relating to:
  - (a) the negotiation, review or renewal of the lease or tenancy agreement
  - (b) any matter relating to service charges
  - (c) any claim relating to registering rents, reviewing rents, buying the freehold of the let property or any matter that relates to rent tribunals, the leasehold valuation tribunal, land tribunals or rent assessment committees
- 3 Any claim relating to:
  - (a) land or premises used for agricultural purposes
  - (b) any arbitration or Agricultural Land Tribunal hearing relating to any dispute arising out of a contract of tenancy or lease regulated by the 1986 Agricultural Holdings Act or 1995 Agricultural Tenancies Act or at hearings of the Scottish Land Court relating to disputes arising out of a contract of tenancy or lease regulated by the 1991 Agricultural Holdings (Scotland) Act or 2003 Agricultural Holdings (Scotland) Act under the terms of the tenancy or lease or as directed by statute.

## Crisis containment

### What is covered

**Costs and expenses** in the event of a **PR crisis**:

- (1) **We** will provide advice and guidance over the phone about **your PR crisis**. Please call us on 0344 893 9314 (open 24 hours a day, seven days a week).
- (2) Following a call to **us**, if **you** and **we** agree that additional help is required to manage **your PR crisis**, **we** will provide appropriate assistance which may include specialist legal and public relations support.

Provided that:

- (a) **we** will not pay more than £10,000 for any claim in respect of a **PR crisis**
- (b) **you** have sought and followed advice from **us**.

### What is not covered

A claim relating to the following:

- 1 any claim that could reasonably be dealt with through your customer service or standard complaints procedures
- 2 any PR crisis related to or arising from an event affecting the whole profession or industry.

## General Policy exclusions

We will not pay for the following:

### 1 Late reported claims

Any claim reported to **us** more than 180 days after the date the **insured person** should have known about the insured incident.

### 2 Costs we have not agreed

**Costs and expenses** incurred before **our** expressed acceptance.

### 3 Court awards and fines

Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority, other than compensation awards covered under insured incidents **Employment disputes and compensation awards**, **2 Compensation awards** and **Legal defence**.

### 4 Legal action we have not agreed

Legal action an **insured person** takes which **we** or the **appointed representative** have not agreed to, or where the **insured person** does anything that hinders us or the **appointed representative**.

### 5 Intellectual property rights

Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.

### 6 Wilful acts

Any wilful act or omission of an **insured person** deliberately intended to cause a claim under this policy.

### 7 Franchise or agency agreements

Any claim relating to rights under a franchise or agency agreement entered into by **you**.

### 8 A dispute with DAS

Any claim under this policy for a dispute with **us**. For disagreements with **us** about the handling of a claim refer to Policy condition 8.

### 9 Shareholding or partnership disputes

Any claim relating to a shareholding or partnership share in the **business**.

### 10 Judicial review, coroner's inquest

**Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry or fatal accident inquiry.

### 11 Nuclear, war and terrorism risks

Any claim caused by, contributed to by or arising from:

- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;

- (c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined by the Terrorism Act 2000;
- (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

## 12 Bankruptcy

Any claim where either at the start of, or during the course of a claim, **you**:

- (a) are declared bankrupt
- (b) have filed a bankruptcy petition
- (c) have filed a winding-up petition
- (d) have made an arrangement with **your** creditors
- (e) have entered into a deed of arrangement
- (f) are in liquidation
- (g) part or all of **your** affairs or property are in the care or control of a receiver or administrator.

## 13 Defamation

Any claim relating to written or verbal remarks that damage the **insured person's** reputation.

## 14 Litigant in person

Any claim where an **insured person** is not represented by a law firm, barrister or tax expert.

# Policy conditions

## 1 Your representation

- (a) On receiving a claim, if representation is necessary, **we** will appoint a **preferred law firm** or tax consultancy as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
- (b) If the appointed **preferred law firm** or tax consultancy cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may, if **you** prefer, choose a law firm or tax expert of **your** own choice to act as the **appointed representative**. **We** will choose the **appointed representative** to represent **you** in any proceedings where **we** are liable to pay a compensation award.
- (c) If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm** or tax consultancy, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm** or tax consultancy. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting on your behalf) is currently £100 per hour.  
  
This amount may vary from time to time.
- (d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

## 2 Your responsibilities

An **insured person** must:

- (a) co-operate fully with **us** and the **appointed representative**;
- (b) give the **appointed representative** any instructions that **we** ask them to.

## 3 Offers to settle a claim

- (a) An **insured person** must tell **us** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **our** expressed consent.
- (b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** will not pay further **costs and expenses**.
- (c) **We** may decide to pay an **insured person** the reasonable value of the claim that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an **insured person** must allow **us** to take over and pursue or settle a claim in their name. An **insured person** must allow **us** to pursue at **our** own expense and for **our** benefit, any claim for compensation against any other person and an **insured person** must give **us** all the information and help **we** need to do so.

#### 4 Assessing and recovering costs

- (a) An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this.
- (b) An **insured person** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay **us** any amounts that are recovered.

#### 5 Cancelling an appointed representative's appointment

If the **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses the **appointed representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed representative**.

#### 6 Withdrawing cover

- (a) If an **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim any **costs and expenses** **we** have paid.
- (b) If during the course of a claim **reasonable prospects** no longer exist the cover **we** provide will end at once. **We** will pay any **costs and expenses** and compensation awards **we** have agreed to, up to the date cover was withdrawn.

#### 7 Expert opinion

If there is a disagreement between an **insured person** and **us** on the merits of the claim or proceedings, or on a legal principle, **we** may suggest the **insured person** obtains at their own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by **us** and the cost expressly agreed in writing between the **insured person** and **us**. Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **insured person** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence. This does not affect the **insured person's** rights under Policy condition 8.

#### 8 Arbitration

If there is a disagreement about the handling of a claim and it is not resolved through our internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, we will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

#### 9 Keeping to the policy terms

An **insured person** must:

- (a) keep to the terms and conditions of this policy
- (b) take reasonable steps to avoid and prevent claims
- (c) take reasonable steps to avoid incurring unnecessary costs
- (d) send everything **we** ask for in writing, and
- (e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

#### 10 Cancelling the policy

**You** can cancel this policy by telling **us** at any time as long as **you** tell **us** at least 14 days beforehand. **We** can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand.

Subject to the terms of business between **you** and the person who sold **you** this policy, **you** may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of business between **you** and the person who sold **you** this policy. Please contact them directly for full details of charges.

#### 11 Fraudulent claims

**We** will, at **our** discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/or **we** will not pay the claim if:

- (a) a claim the **insured person** has made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
- (b) a false declaration or statement is made in support of a claim.

## 12 Claims under this policy

Apart from **us**, **you** are the only person who may enforce all or any part of this policy by a third party and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

## 13 Other insurances

If any claim covered under this policy is also covered by another policy, or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

## 14 Law that applies

This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **your business** is registered. Otherwise the law of England and Wales applies.

All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

## Data protection

To comply with data protection regulations **we** are committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how **we** collect and use this information.

**We** may collect personal details including name, address, date of birth, email address and, on occasion, dependent on the type of cover in place, sensitive information such as medical records. This is for the purpose of managing the products and services in place and this may include underwriting, claims handling and providing legal advice. **We** will only obtain personal information either directly from you, the third party dealing with your claim or from the authorised partner who sold this policy.

### Who we are

DAS Legal Expenses Insurance Company Limited is part of DAS UK Holdings Limited (DAS UK Group). The uses of personal data by **us** and members of the DAS UK Group are covered by **our** individual company registrations with the Information Commissioner's Office. DAS has a Data Protection Officer who can be contacted at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

### How we will use your information

**We** may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of the DAS UK Group, so they may contact you for your feedback. If the policy includes legal advice **we** may have to send the personal information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover in place, the personal information may also be sent outside the EEA so the service provider can administer the claim.

**We** will take all steps reasonably necessary to ensure the personal data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

**We** will not disclose the personal data to any other person or organisation unless **we** are required to by **our** legal and regulatory obligations. For example, **we** may use and share the personal data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via **our** website.

### What is our legal basis for processing your information?

It is necessary for **us** to use the personal information to perform **our** obligations in accordance with any contract that **we** may have with the person taking out this policy. It is also in **our** legitimate interest to use the personal information for the provision of services in relation to any contract that **we** may have with the person taking out this policy.

### How long will your information be held for?

**We** will retain personal data for 7 years. **We** will only retain and use the personal data thereafter as necessary to comply with **our** legal obligations, resolve disputes, and enforce our agreements. If you no longer want **us** to use the personal data, please contact **us** at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

### What are your rights?

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held

- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held.

Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer  
 DAS Legal Expenses Insurance Company Limited  
 DAS House  
 Quay Side  
 Temple Back  
 Bristol  
 BS1 6NH

Or via email: [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

### How to make a complaint

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above. If you remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision.

The Information Commissioner can be contacted at:

Information Commissioner's Office  
 Wycliffe House  
 Water Lane  
 Wilmslow  
 Cheshire  
 SK9 5AF

[www.ico.org.uk](http://www.ico.org.uk)

### How to make a complaint

We always aim to give the **insured person** a high quality service. If the **insured person** thinks we have let them down, they can contact us by:

- phoning **0344 893 9013**
- emailing [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)
- writing to the **Customer Relations Department | DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH**
- completing **our** online complaint form at [www.das.co.uk/about-das/complaints](http://www.das.co.uk/about-das/complaints)

Further details of **our** internal complaint-handling procedures are available on request.

If the **insured person** is not happy with the complaint outcome or if **we've** been unable to respond to their complaint within 8 weeks, they can, provided **you** are an eligible small business, charity or trust, ask the Financial Ombudsman Service for a free and independent review of their complaint.

The **insured person** can contact them by:

- phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- emailing [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- writing to **The Financial Ombudsman Service | Exchange Tower | London | E14 9SR**

Further information is available on their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The Financial Ombudsman's role is to assess **our** handling of a claim in light of the policy terms. It is not to assess the quality of legal advice. If the **insured person** is unhappy with the service provided by an **appointed representative** the relevant complaint-handling procedure is available on request.

### Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if **we** cannot meet **our** obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, [www.fscs.org.uk](http://www.fscs.org.uk)

# Endorsements applicable to all sections other than section F – Legal expenses

Damage caused by theft or attempted theft is not insured unless devices for the security of the *premises* are installed in accordance with the following Specification and all such devices are put into full and effective operation whenever the *premises* are closed for business or left unattended.

## Specification

- 1 All external doors of the *buildings* occupied by *you* together with internal doors which give access to any part of the *buildings* not occupied by *you* must be fitted and secured with one of the following:
  - a) a mortice deadlock with matching boxed striking plate or a rim lock, which in either case conforms to BS3621:1980 Specification for Thief Resistant Locks
  - b) a five (or more) lever close shackle padlock and locking bar
  - c) in the case of aluminium or UPVC framed doors, an integral cylinder operated swingbolt mortice lock
  - d) an alternative form of lock or locking system of at least similar quality and strength to BS3621:1980 which is approved by *us* in writing.
- 2 All outward opening external doors of the *buildings* occupied by *you* and internal doors which give access to any part of the *buildings* not occupied by *you* must be fitted and secured with hinge bolts.
- 3 All accessible opening windows, fanlights and skylights including those accessible from decks, roofs, fire escapes or downpipes must be fitted and secured with key operated window locks. This requirement does not apply to windows protected by solid steel bars, grilles, expanded metal or weld-mesh.

## Notes:

- i) Any door or window officially designated a fire exit by the Fire Authority will require consultation with the Fire Authority so that the interests of both safety and security can be met.
- ii) The above measures comprise *our* minimum security requirements. Where additional protections are required by *us*, or where we agree to accept alternative security measures, we will specifically advise *you* in writing.

## Intruder Alarm Condition 0002

Damage caused by theft or attempted theft is not insured unless:

- a) the Intruder Alarm is installed in accordance with the specification or system record and is put into full and effective operation whenever the *premises* are closed for *business* or left unattended.

Note:

Where the specification or system record provides for remote signalling to an alarm receiving centre and response by the police, we will not regard the Intruder Alarm as effective if the remote signalling is no longer provided or *you* have had notice of the withdrawal of the police response and such response has actually been withdrawn.

- b) the Intruder Alarm is maintained under contract by a company which is either a registered member of an intruder alarm inspectorate, which is accredited by the United Kingdom Accreditation Service (UKAS), or approved by *us*
- c) all keys of the Intruder Alarm are removed from the *premises* whenever they are closed for *business* or left unattended.

Note:

Where *you* or one of *your employees* occupy part of the *premises* for residential purposes the keys must be removed from the *business* part of the *premises*.

# Conditions and exclusions applying to the whole policy other than section F – Legal expenses

## General Conditions

In the following conditions the word *you* also includes any other person insured under the policy.

- 1 The policy, schedule and any endorsements should be read as if they are one document.
- 2 *You* will take all reasonable steps to protect the property, prevent accidents and comply with laws, bye laws or regulations and take reasonable care in the selection and supervision of *employees*.
- 3 *You* must notify *us* as soon as possible during the period of insurance if there is any change in circumstances or to the material facts previously disclosed by *you* to *us* or stated as material facts by *us* to *you* which increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change *we* will be entitled to vary the premium and terms for the rest of the period of insurance. If the changes make the risk unacceptable to *us* then *we* are under no obligation to agree to make them and may no longer be able to provide *you* with cover.

If *you* do not notify *us* of any such change *we* may exercise one or more of the options described in clauses c) i), ii) and iii) of General condition 9 but only with effect from the date of the change in circumstances or material facts.

- 4 If *you* or anyone acting on *your* behalf:
  - a) makes a fraudulent or exaggerated claim under this policy; or
  - b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
  - c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
  - d) submits a claim under this policy for loss or damage which *you* or anyone acting on *your* behalf or in connivance with *you* deliberately caused; or
  - e) realises after submitting what *you* reasonably believed was a genuine claim under this policy and then fails to tell *us* that *you* have not suffered any loss or damage; or
  - f) suppresses information which *you* know would otherwise enable *us* to refuse to pay a claim under this policy

*we* will be entitled to refuse to pay the whole of the claim and recover any sums that *we* have already paid in respect of the claim.

*We* may also notify *you* that *we* will be treating this policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If *we* terminate this policy under this condition *you* will have no cover under this policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an insured person and not on behalf of *you* this condition should be read as if it applies only to that insured person's claim and references to this policy should be read as if they were references to the cover effected for that person alone and not to the policy as a whole.

## 5 Cancellation

If *you* decide *you* do not want to accept this policy or any subsequent renewal of it please tell *us* (or *your* insurance intermediary) within 14 days of receiving the policy or renewal notice.

If the policy is cancelled at any other time *we* will charge *you* on a pro rata basis for the time *we* have been on cover subject to a minimum premium of £50 plus insurance premium tax (IPT).

*We* will not refund any premium if *we* have paid a claim or one is outstanding when the policy is cancelled. Where a claim is submitted after the policy has been cancelled *we* will deduct the amount of any premium returned to *you* following the cancellation from any claim payment *we* may make to *you*.

## 6 Cancellation Notice

*We* have the right to cancel this policy or any section or part of it by giving 14 days notice in writing to *your* last known address.

*You* will be entitled to a pro rata return of premium from the date of cancellation.

*We* will not refund any premium if *we* have paid a claim or one is outstanding when the policy is cancelled. Where a claim is submitted after the policy has been cancelled *we* will deduct the amount of any premium returned to *you* following the cancellation from any claim payment *we* may make to *you*.



- 7 If we admit liability for a claim but there is a dispute as to the amount to be paid, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by *you* and *us* in accordance with the law at the time. *You* may not take any legal action against *us* over the dispute before the arbitrator has reached a decision.
- 8 This policy will come to an end immediately if *your* organisation ceases to exist or if *you* die where *you* are an individual except that *your* executors or personal administrators will be entitled to benefit from any cover until *your* estate has been administered. This policy will immediately cease to cover any property as soon as *you* dispose of such property or otherwise relinquish any interest *you* may have in it.
- 9 a) At inception and renewal of this policy and also whenever changes are made to it at *your* request *you* must:
- i) disclose to *us* all material facts in a clear and accessible manner; and
  - ii) not misrepresent any material facts.
- b) If *you* do not comply with clause a) of this condition we may:
- i) avoid this policy which means that we will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by *you* is proven by *us* to be deliberate or reckless in which case we will not return the premium paid by *you*; and
  - ii) recover from *you* any amount we have already paid for any claims including costs or expenses we have incurred.
- c) If *you* do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what we would have done if we had known about the facts which *you* failed to disclose or misrepresented:
- i) if we would not have provided *you* with any cover we will have the option to:
    - 1) avoid the policy which means that we will treat it as if it had never existed and repay the premium paid; and
    - 2) recover from *you* any amount we have already paid for any claims including costs or expenses we have incurred
  - ii) if we would have applied different terms to the cover we will have the option to treat this policy as if those different terms apply. We may recover any payments made by *us* on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
  - iii) if we would have charged *you* a higher premium for providing the cover we will charge *you* the additional premium which *you* must pay in full.
- d) Where this policy provides cover for any person other than *you* and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession we will not invoke the remedies which might otherwise have been available to *us* under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than *you*.  
Provided always that if the person concerned or *you* acting on their behalf makes a careless misrepresentation of fact we may invoke the remedies available to *us* under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.
- 10 *You* must tell *us* immediately any building or part of any building becomes unoccupied and pay an additional premium if required. We shall have the right to change the terms and conditions of the policy and *you* must action any risk improvement measures that we may require.
- 11 Notwithstanding any other terms of this policy we will be deemed not to provide cover nor will we make any payment or provide any service or benefit to *you* or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of *yours* would violate any applicable trade or economic sanctions law or regulation.
- 12 *You* must repay *us* any amounts which we are required by compulsory insurance legislation to pay out under this policy to the extent that we would not otherwise have been liable to make such payments on account of a breach of any of the terms or conditions of this policy.

## Claims Conditions

- 1 Upon learning of any circumstances likely to give rise to a claim *you* must:
- a) tell *us* as soon as reasonably possible and give *us* all the assistance we may reasonably require
  - b) as soon as is reasonably possible, tell the Police if the *damage* is by theft or attempted theft or by riot or civil labour or political disturbances or vandals or malicious people
  - c) immediately send to *us* any writ or summons issued against *you*

- d) supply, at *your* own expense, full details of the claim in writing including any supporting evidence and information that we require within the following periods:
- i) 7 days for damage by riot or civil, labour or political disturbances or vandals or malicious people
  - ii) 30 days after the expiry of the indemnity period under section C – Business Interruption
  - iii) 30 days after any other damage, interruption or bodily injury
- e) take action to minimise the *damage* and to avoid interruption or interference with the *business* and to prevent further injury or *damage*.
- 2 We shall have the right to settle a claim by:
- a) the payment of *money*
  - b) reinstatement or replacement of the property lost or damaged
  - c) repair of the property lost or damaged.
- If we decide upon reinstatement, replacement or repair we shall do so in a reasonable manner but not necessarily to its exact previous condition or appearance.
- We shall not spend on any one item more than its sum insured.
- 3 We have the right to the salvage of any insured property.
- 4 You must not admit, deny, negotiate or settle any claim without *our* written consent.
- 5 If at the time of the claim there is any other policy covering the same property or occurrences insured by this policy we will be liable only for *our* proportionate share. If any other such policy has a provision preventing it from contributing in like manner then *our* share of the claim shall be limited to the proportion that the sum insured bears to the value of the property insured.
- 6 We are entitled to:
- a) take the benefit of *your* rights against another person before or after we have paid a claim
  - b) take over the defence or settlement of a claim against *you* by another person.
- 7 We have the right to enter the building where the *damage* has happened and to take and keep any of the property insured and to deal with salvage in a reasonable manner.

## General Exclusions – applicable to all insurances other than Employers’ liability

This policy does not cover:

- 1 *Damage* or *consequential loss* caused by faulty or defective design materials or workmanship, inherent fault or defect, undiscovered defect, gradual deterioration, wear and tear or frost. This shall not apply to subsequent *damage* resulting from another cause which happens afterwards and is not otherwise excluded.
- 2 *Damage* or *consequential loss* caused by:
- a) *collapse* or cracking of *buildings*
  - b) corrosion, rust, change in temperature, dampness, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, loss of any liquid by leakage from its container, contamination, change in colour flavour texture or finish, vermin, insects, marring or scratching.
- This shall not apply to such *damage* or *consequential loss* if it results from a cause which is not otherwise excluded.
- 3 *Damage* or *consequential loss* arising from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds. This shall not apply to *damage* or *consequential loss* which results from a cause which is not otherwise excluded or from another cause which happens afterwards and is not otherwise excluded.
- 4 *Damage* or *consequential loss* caused by:
- a) theft or attempted theft not involving entry to or exit from the *buildings* by forcible and violent means
  - b) theft or attempted theft from an unattended road vehicle unless the property is contained in a locked boot, locked luggage compartment or glove compartment and all points of access to the vehicle are locked or the vehicle is stolen at the same time
  - c) acts of fraud practised on *you* except as provided under section E and Additional Cover 8 of section B
  - d) disappearance, unexplained or inventory shortage, misfiling or misplacing of information
  - e) mechanical or electrical breakdown and/or derangement of machinery or equipment.

This shall not apply to *damage* or *consequential loss* which results from a cause which is not otherwise excluded or from another cause which happens afterwards and is not otherwise excluded.

5 *Damage or consequential loss* caused by:

- a) subsidence, ground heave or landslip:
  - i) caused by the settlement or movement of made up ground or by coastal or riverbank erosion
  - ii) occurring while the premises or any part of the premises is in the course of erection, demolition, structural alteration or repair.

*You must tell us* immediately of any building, demolition or excavation operations starting on any adjoining site. In that event *we* shall have the right to alter or cancel the cover provided by the policy against *damage* caused by subsidence, ground heave or landslip.

- b) normal settlement or bedding down of structures within two years of their completion or during the contract maintenance period, whichever is the longer
- c) wind, rain, hail, sleet, snow, flood or dust to moveable property in the open or to fences and gates.

6 (Not applicable to Additional Cover 12. Public liability of section B)

*Damage to:*

- a) property as a result of its being cleaned, repaired, restored, maintained, altered, cut, prepared or fitted nor any subsequent *consequential loss*
- b) property or structures in the course of construction or erection and materials or supplies used in connection with all such property nor any subsequent *consequential loss*.

7 *Damage or consequential loss* resulting from the erasure or distortion of information on computer systems or other records:

- a) whilst mounted in or on any machine or data processing apparatus; or
- b) due to the presence of a magnetic flux unless caused by *damage* to the machine or apparatus in which the records are mounted.

8 Any event arising from war, invasion, act of foreign enemy, hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection, military force or coup.

9 *Damage* occasioned by or happening through or in consequence directly or indirectly of Terrorism.

In any action, suit or other proceedings where *we* allege that by reason of this General Exclusion cover is not provided under this policy the burden of proving that such *Damage* is covered shall be upon *you*.

**Definition – for the purposes of this General Exclusion the following special meaning shall apply:**

‘Terrorism’ means:

- a) in respect of England including the Channel Tunnel up to the frontier with the Republic of France as set out by the Treaty of Canterbury 1986, Wales, Scotland, Northern Ireland, the Isle of Man and Channel Islands but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987, the Territorial Sea Act 1987 (Isle of Man) Order 1991, the Territorial Sea Act 1987 (Jersey) Order 1997 and Territorial Sea Act 1987 (Jersey) (Amendment) Order 2002:  
  
acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty’s government in the United Kingdom or any other government de jure or de facto.
- b) in respect of elsewhere than as described in a) above:  
  
any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
  - i) involves violence against one or more persons
  - ii) involves damage to property
  - iii) endangers life other than that of the person committing the action
  - iv) creates a risk to health or safety of the public or a section of the public
  - v) is designed to interfere with or to disrupt an electronic system.
- c) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) or b) above.

- 10 a) *Damage* to any computer or other equipment or system or item which processes stores transmits retrieves or receives data whether tangible or intangible (including but without limitation any information or programs or software) and whether the property is insured or not where such *damage* is caused by *Virus or Similar Mechanism* or *Hacking* or *Denial of Service Attack*.
- b) *consequential loss* directly or indirectly caused by or arising from *Virus or Similar Mechanism* or *Hacking* or *Denial of Service Attack*.

But this shall not include *damage* or *consequential loss* which results from an *insured event* (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence).

**Definitions – For the purposes of this General Exclusion the following special meanings shall apply:**

**Virus or Similar Mechanism**

*Virus or Similar Mechanism* means program code, programming instruction or any set of instructions intentionally constructed with the ability to *damage*, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of *Virus or Similar Mechanism* includes but is not limited to Trojan horses worms and logic bombs.

**Hacking**

*Hacking* means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data whether belonging to *you* or not.

**Denial of Service Attack**

*Denial of Service Attack* means any actions or instructions constructed or generated with the ability to *damage*, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. *Denial of Service Attacks* include but are not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

- 11 Any expense, consequential loss, legal liability or *damage* to any property directly or indirectly arising from:
- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any *Nuclear Installation*, *Nuclear Reactor* or other nuclear assembly or nuclear component thereof
  - c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this sub paragraph will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes.

This General Exclusion will not apply to section B Additional Cover 11. Employers' liability except where *you* have undertaken under a contract or agreement either to indemnify another party or to assume the liability of another party in respect of such bodily injury or disease

**Definitions – For the purposes of this General Exclusion the following special meanings shall apply:**

**Nuclear Installation**

*Nuclear Installation* means any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for:

- a) the production or use of atomic energy
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
- c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

**Nuclear Reactor**

*Nuclear Reactor* means any plant including any machinery, equipment or appliance whether affixed to land or not designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

12 *Damage* to any electrical plant or *appliance* caused by its own:

- a) over-running
- b) short-circuiting
- c) excessive pressure
- d) self-heating.

This exclusion shall not apply where fire spreads to cause *damage* to any other part of the plant or appliance or to other property insured.

13 The cover provided by sections A, B, C and D does not include *damage* or *consequential loss* solely due to change in the water table level.

- 14 a) Loss, destruction or *damage*
- b) consequential loss, additional expenditure or *extra expenses*
  - c) legal liability
  - d) other fees costs disbursements awards or other expenses

of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

- i) the way in which any *Data Processing System* responds to or deals with or fails to respond to or fails to deal with any true calendar date
- ii) any *Data Processing System* responding to or dealing in any way with:
  - 1) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
  - 2) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such *Data Processing System* is *your* Property or not but in respect of all insurances other than Public liability or Products liability or Contractors' Joint Indemnity or Legal Expenses this shall not exclude subsequent loss destruction or *damage* or *consequential loss*, additional expenditure or *extra expenses* (not otherwise excluded) which itself results from a *Defined Peril* otherwise covered by this policy.

**Definitions – for the purpose of this General Exclusion, the following special meanings shall apply:**

*Data Processing System* means any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

*Defined Perils* means fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank apparatus or pipe, impact by any vehicle or by goods falling therefrom or animal.

15 *Damage* to any property in Northern Ireland or loss resulting from such *damage* arising from riot or civil commotion and (except in respect of *damages* by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

16 Any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with the following:

- a) a *Communicable Disease*; or
  - b) the fear or threat (whether actual or perceived) of a *Communicable Disease*
- regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This General Exclusion will not however apply to the following:

- i) Section B – Public and products liability cover – in respect of food or drink poisoning
- ii) Section B – Employers' liability cover
- iii) Section C – Business interruption – in respect of and only to the extent of cover expressly stated as being provided under the Additional cover extension titled Named diseases, vermin and suicide
- iv) Section F – Legal expenses.

**Definitions – for the purpose of this General Exclusion, the following special meaning shall apply:**

**Communicable Disease**

*Communicable Disease* means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

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**Zurich Insurance Company Ltd**

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