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Who controls your personal information

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

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

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

What personal information we collect about you

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

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

If you give us personal information on other individuals, this will be used to provide you with a quotation and/or contract of insurance and/or provision of financial services that you have requested; (ii) to meet our legal or regulatory obligations; or (iii) for our “legitimate interests”. It is in our legitimate interests to collect your personal information as it provides us with the information that we need to provide our services to you more effectively including providing you with information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest. Examples of the purposes for which we will collect and use your personal information are:

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

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

Who we share your personal information with

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

- associated companies including reinsurers, suppliers and service providers;
- introducers and professional advisers;
- regulatory and legal bodies;
- survey and research organisations;
- credit reference agencies;
- healthcare professionals, social and welfare organisations; and
- other insurance companies.
Or, in order to meet our legal or regulatory requirements, with the types of organisations described below:

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

How we use your personal information for websites and email communications

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

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

How we transfer your personal information to other countries

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

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

How long we keep your personal information for

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

Your data protection rights

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

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

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

What happens if you fail to provide your personal information to us

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

Fraud prevention and detection

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

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

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

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

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

This helps to check information provided and prevent fraudulent claims.

**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.
Claims helpline
Not applicable to Section E – Legal expenses. For claims under that section please refer to that section of cover for contact details.

Unless you have been given different claims contact details by your broker or insurance intermediary then please contact us as follows:

0800 302 9055

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

- your name and company details
- the policy number.

What to expect
Once you have provided all the information which we have requested, we will:

- advise you about the next steps
- take any immediate measures as described in your policy
- proactively keep you or your broker or insurance intermediary informed about the progress of the claim
- proactively manage third parties (anyone claiming against you, as a Zurich Insurance plc policyholder can also contact us on this number)
- work towards settling the claim as quickly as possible.

To enable us to give you the best possible service, please ensure that claims are reported to us as quickly as possible.

In order to speed up the process, both you, your broker or insurance intermediary and third parties can report claims to this number 24 hours a day, 7 days a week. Please refer to the applicable claims conditions for further information.

Zurich Virtual Consulting
Visit www.zurich.co.uk/virtualconsulting. Simply enter your policy number and effective date in the log-in page.

As a Zurich customer, you have free and exclusive access to Zurich’s online risk management service, Virtual Consulting. Utilising 5 years of Zurich’s claims data, Virtual Consulting provides you with a bespoke risk management report for the most common causes of loss within your industry.

Your report includes a wealth of advice to help you identify and manage the main risks that could be disastrous for your business.

Zurich Travel Assistance
Call +44 (0)1489 868 888 or visit www.zurich.co.uk/travelassistance

The helpline is manned 24 hours a day, 365 days a year by multi-lingual assistance co-ordinators, experienced in managing medical assistance cases with hospitals and clinics worldwide. Also available are security experts to provide a comprehensive range of complementary security services.

Zurich’s Risk Management Advice Line
Call 0800 302 9052 when you require risk management advice

To help you proactively identify and manage issues before they occur, our risk management advice line operates during normal business hours, providing free practical guidance on risk issues such as property, security, food hygiene, business continuity, environmental and health and safety management.

Please note that this helpline includes services provided by Zurich Management Services Limited and Santia Consulting Limited under contract to Zurich Insurance plc.

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

DAS – Commercial Legal Assistance
Legal advice and protection for your business

Helpline services
You can contact the DAS UK-based call centres 24 hours a day, seven days a week. However, DAS may need to arrange to call you back depending on the enquiry.

To help DAS check and improve their service standards, they record all inbound and outbound calls, except those to the counselling service. When phoning, please advise DAS of your policy number and the name of the insurance provider who sold you the policy.

Legal advice helpline
Call 0344 893 9022 when you require legal advice

DAS provides confidential legal advice over the phone on any commercial legal problem affecting your business, under the laws of 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 advisor. However if this is not possible they will arrange a call back at a time to suit you.

DAS Legal Advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters DAS will refer you to one of their specialist advisors.
This will include European law and certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am – 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, A DAS Legal Advisor will call you back.

**Tax advice service**

**Call 0344 893 9022 when you require tax advice**

This service offers confidential advice over the phone on any tax matters affecting your business under the laws of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands.

Tax advice is provided by tax advisors 9am – 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, a DAS Tax Advisor will call you back.

**Counselling service**

**Call 0344 893 9025 for confidential counselling**

DAS will provide your employees, including 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, including, 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 DAS or Zurich Insurance plc.

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

**Health and medical information service**

**Call 0344 893 9022 for health and medical information**

DAS will give your employees information over the phone on general health issues and advice on a wide variety of medical matters. They can give your employees information on all health services including NHS Dentists.

Health and medical information is provided by qualified nurses 9am – 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.

**Business assistance**

**Call 0344 893 9022 when you require business assistance**

In the event of an unforeseen emergency affecting your business premises which causes damage or potential danger, DAS will contact a suitable repairer or contractor and arrange assistance on your behalf. All costs of assistance provided are your responsibility.

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**Online law guide and document drafting**

**DAS Employment Manual**

Visit www.das.co.uk and click on the Employment Manual icon

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit www.das.co.uk and select Employment Manual. All the sections of this web-based document can be printed off for your own use. Contact DAS at employmentmanual@das.co.uk with your email address, quoting your policy number and DAS will contact you by email to inform you of future updates to the information.

**DAS Business Law**

Visit www.dasbusinesslaw.co.uk for online legal advice and documents. When registering, please use the following code which will provide you with access to a range of free documents: DAS472301

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

The service also provides useful tools, articles and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help you keep your business one step ahead.

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 plc in this regard.

These helplines are provided by DAS. If you have a complaint about the service or about the way you have been treated, please write to: DAS Customer Relations Department at:

DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Alternatively you can contact DAS by telephone on: 0117 934 0066, or email: customerrelations@das.co.uk.

To help check and improve service standards calls are recorded other than calls to the Counselling Service.

Zurich Insurance plc, Zurich Management Services Limited, Santia Consulting Limited and DAS will not accept responsibility if any of the helplines are unavailable for reasons Zurich Insurance plc, Zurich Management Services Limited, Santia Consulting Limited and DAS cannot control.
Your Residential Property Owners policy

This policy is a contract between you and Zurich in respect of the entire policy except section E which is a contract between you and DAS.

This policy, the statement of facts, any schedule, endorsements and certificate should be read as if they are one document.

We will insure you under those sections stated in the schedule as insured during any period of insurance for which we have accepted your premium.

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

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 E)

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 your policy documentation. 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, statement of facts, schedule, endorsements and certificate carefully and if they do not meet your needs contact us or your broker or insurance intermediary.
Definitions

Certain words in this policy have special meanings. These words and their meanings are detailed in this section and apply wherever we have printed them in bold throughout.

These definitions apply to the entire policy including section E. However, certain words have special meanings that only apply to a particular section of this policy. These are stated at the beginning of the relevant section as special definitions and will apply in that section wherever the defined words are shown in bold italics.

Bodily injury
Death, bodily injury, illness or disease.

Buildings
The buildings of the premises specified in the schedule or certificate including:

a) landlord’s fixtures and fittings
b) private garages, outbuildings, extensions, annexes, canopies, fixed signs, temporary buildings, gangways, conveniences, lamp posts and street furniture
c) walls, gates and fences
d) foundations
e) drains, sewers, piping, ducting, cables, wires, aerials, satellite dishes and associated control gear and accessories on the premises and extending to the public mains but only to the extent of your responsibility
f) adjoining and specifically associated yards, car parks, roads, pavements and forecourts all constructed of solid materials
g) tenants’ improvements for which you are responsible and property comprising fixtures and fittings (but excluding movable contents) formerly the property of tenants but relinquished to you at the time of surrender of the lease
h) fixed glass or polycarbonate substitutes including mirrors, fixed glass in furniture, plate glass tops, ceramic hobs, solar glass heating panels, double-glazed units, intruder alarm foils and fixed sanitaryware for which you are responsible.

Business
Your activities as property owner and landlord including:

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

For the purposes of Section C – Property owners’ public and products liability the business also includes participation in exhibitions within the territorial limits.

Business interruption
Loss resulting from interruption of or interference with the business carried on by you at the premises in consequence of damage to property used by you at the premises for the purpose of the business.

Business partner
Any person in business with you under the terms of a partnership agreement whether express or implied under legislation.

Computers
Computer hardware and its peripheral devices used for electronic processing, communication and storage of data.

Damage
Physical loss, destruction or damage.

Data processing system
Any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

De jure or de facto
In law or as a matter of fact.

Declared value
Your assessment of the cost of reinstatement of the property insured at the level of costs applying at the start of the period of insurance (ignoring inflationary factors which may operate subsequently) together with due allowance for:

a) additional cost of reinstatement to comply with European Union and public authority requirements
b) professional fees
c) debris removal costs.

Denial of service attack
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:

a) generation of excess traffic into network addresses
b) exploitation of system or network weaknesses
c) generation of excess or non-genuine traffic between and amongst networks.
Employee
Any natural person who is:
  a) under a contract of service or apprenticeship with you
  b) under a work experience or similar scheme
  c) hired or borrowed by you from another employer
     and working for and while under your direct control or
     supervision in connection with the business.

Estimated rent receivable
The amount declared by you to us as representing not
less than the rent receivable which it is anticipated will
be earned by the business during the financial year most
nearly concurrent with the period of insurance (or
proportionately increased multiples where the maximum
indemnity period exceeds 12 months).

Excess
The amount stated in this policy, the schedule, certificate
or any endorsement for which you will be responsible and
which will be deducted from any payment under this policy
after all other terms and conditions have been applied.

Ground heave
The upward movement of the ground beneath the
buildings as a result of the soil expanding.

Hacking
Unauthorised access to any computer or other
equipment or component or system or item which
processes, stores, transmits, retrieves or receives data
whether your property or not.

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

Indemnity period
The period beginning with the occurrence of the incident
and ending when the results of the business are no
longer affected by the incident or on expiry of the
maximum indemnity period whichever occurs first.

Landlord’s contents
a) Furniture, furnishings, potted plants, potted trees and
shrubs, video, audio, building management systems
and security equipment and other similar property
belonging to you or for which you are responsible all
while contained in or on the buildings or within the
common areas of the buildings for which you
are responsible
b) the contents of fuel tanks, statues, gardening
    equipment and garden furniture at the premises
but not computer systems, software, data and records.

Landslip
The sudden movement of soil on a slope or the gradual
creep of a slope over time.

Maximum indemnity period
The time period stated in the schedule or in this policy
whichever is the lesser. This is a consecutive time period
and commences from the date of the incident.

Nuclear installation
Any installation of a class or description as may be
prescribed by regulations made by the Secretary of State
by statutory instrument being an installation designed or
adapted for the:
  a) production or use of atomic energy
  b) 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) storage, processing or disposal of nuclear fuel or bulk
     quantities of other radioactive matter being matter
     which has been produced or irradiated in the
     production or use of nuclear fuel.

Nuclear reactor
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.

Premises
The premises stated in the schedule or certificate.

Professional accountants’ charges
The reasonable charges payable by you to your
professional accountant for producing details that
we require for any claim but not costs you incur for
preparing any claim.

Purpose built flats and maisonettes
The buildings of purpose built blocks of flats, maisonettes
or apartment blocks designed for individual residential
occupation, including any common areas.

Reinstatement
a) The rebuilding or replacement of property suffering
damage which provided that our liability is not
increased may be carried out:
   i) in any manner suitable to your requirements
   ii) upon another site
b) the repair or restoration of property suffering damage in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

Rent receivable
The money paid or payable to you including service charges and all other income derived in the course of your business from the letting of the premises.

Residential premises
The buildings of houses or bungalows designed for individual residential occupation or having been converted or divided into separate flats or maisonettes, including any common areas.

Subsidence
The downward movement of the bearing soil on which the building rests.

Territorial limits
Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Terrorism
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 of persons 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

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.

Underinsurance
a) In respect of each item and each individual premises stated in the schedule or certificate to be insured on the day 1 inflation protection basis. If at the time of damage the declared value of the property covered by such item is less than the cost of reinstatement at the start of the period of insurance then you will be considered your own insurer for the difference and will bear a proportionate amount of any loss.

b) In respect of all other items and individual premises. If at the time of damage the sum insured under any item which is stated to be subject to underinsurance is less than the full reinstatement value of the property insured under that item you will be considered your own insurer for the difference and will bear a proportionate amount of any loss.

For the avoidance of doubt solely in respect of any item under this policy that is declared to be subject to underinsurance clause c) iii) of general condition 7 – Fair presentation of the risk will not apply.

Unoccupied
Any building or part of building or flat which is empty, disused, unfurnished or no longer in active use by you or any of your tenants.

Virus or similar mechanism
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 including but not limited to Trojan horses, worms and logic bombs.

We, us or our
a) In respect of the whole policy except Section E – Legal Expenses: Zurich Insurance plc.

b) In respect of Section E: DAS Legal Expenses Insurance Company Limited.

You or your
The person, people or the company stated in the schedule as the policyholder.
### Section A – Material damage

#### Cover

In the event of damage to property insured shown in the schedule or certificate by any of the insured events 1 to 9 and if stated in the schedule 10 occurring during the period of insurance we will settle your claim in accordance with the Claims conditions.

The most we will pay for damage to the property including additional costs is:

a) the sum insured, declared value or limit applicable to that item as stated in the schedule or certificate or

b) the sum insured or limit remaining after deduction for any other damage that occurred during the same period of insurance unless we have agreed to reinstate the sum insured or limit.

Unless otherwise stated in this policy, schedule, certificate or by endorsement the Insured events applicable to Section A numbers 1 to 9 inclusive are operative to the whole of this section.

Insured event 10 – Material damage ‘All risks’ is only operative if stated in the material damage section of the schedule.

The excess applicable to this section is stated in the policy schedule or certificate and may be amended by endorsement.

#### Insured events applicable to Section A – Material damage

1. **Fire**

   Fire, lightning, explosion or earthquake.

2. **Theft**

   Theft or attempted theft involving forcible and violent entry to or exit from a building at the premises.

   Excluding:
   
   a) theft or attempted theft of the fabric of the buildings
   
   b) landlord’s contents in excess of £1,000 contained in outbuildings
   
   c) theft or attempted theft caused or contributed to by any of your employees or any person lawfully on the premises.

3. **Riot or civil commotion or malicious people**

   Riot or civil, labour or political disturbances or vandals or malicious people.

   Excluding damage or business interruption:
   
   a) caused by theft or attempted theft
   
   b) arising from confiscation, requisition or destruction by order of government or any public authority
   
   c) resulting from stoppage of work.

4. **Storm or flood**

   Storm or flood.

   Excluding damage or business interruption:
   
   a) caused by frost, subsidence, ground heave or landslip
   
   b) in respect of gates and fences
   
   c) due solely to a change in the water table level.
5. **Escape of water**

Escape of water from any fixed water apparatus.

In respect of any **buildings** insured under Section A1 we will also pay for **damage** to any fixed water apparatus caused by freezing or forcible or violent bursting.

6. **Impact**

Impact by:

a) aircraft or other aerial devices
b) any vehicle
or articles falling from them
c) animals.

7. **Aerials**

Falling aerials, aerial fittings or masts.

Excluding **damage** or **business interruption** arising from the erection, dismantling, repairing or maintenance of aerials, aerial fittings or masts.

8. **Leakage of fuel**

Leakage of fuel oil used solely for the heating of the **buildings**.

9. **Subsidence**

**Subsidence**, **ground heave** or **landslip**.

Excluding:

a) **damage** or **business interruption**:
   i) caused by or arising from the settlement or movement of made up ground or by coastal or riverbank erosion
   ii) occurring while the **buildings** or any part of the **buildings** are in the course of erection, demolition, structural alteration or structural repair
   iii) caused by or arising from normal settlement or bedding down of structures within 2 years of completion or during the contract maintenance period whichever is the longer
b) i) **damage** which originated prior to the inception of this Insured event
   ii) business interruption resulting from **damage** which originated prior to the inception of this Insured event
c) i) **damage** to yards, forecourts, car parks, roads, pavements, posts, patios, terraces, walls, gates, fences, garden landscaping and paving
   ii) business interruption resulting from **damage** to yards, car parks, roads, pavements, forecourts, posts, patios, terraces, walls, gates, fences, garden landscaping and paving

unless there is **damage** to a **building** at the **premises** at the same time and from the same cause.

**You** must give **us** notice immediately **you** become aware of any building, demolition or excavation operations being commenced on any site adjoining the **premises**. Such building, demolition or excavation operations will constitute an alteration in risk and **we** will not have accepted the revised risk unless **we** confirm in writing. **We** may need to vary the cover in respect of **damage** and **business interruption** caused by or arising from **subsidence**, **ground heave** or **landslip** in respect of the relevant **premises**. **You** will be under no obligation to accept the amended terms but **we** will not accept the revised risk until **you** do so which may mean **your** **subsidence**, **ground heave** and **landslip** cover at the relevant **premises** is no longer valid and claims are not met.
10. **Material damage 'All risks'**

This Insured event is optional and is only operative if stated in the schedule.

**Damage by any cause.**

Excluding:

a) **damage or business interruption**:  
   i) caused by or resulting from any of Insured events 1 to 9  
   ii) excluded under Insured events 1 to 9  

b) **damage or business interruption** caused by or happening through faulty or defective design, materials, handling or workmanship, inherent fault or defect, undiscovered defect, gradual deterioration or wear and tear  
   this will not exclude subsequent **damage or business interruption** resulting from any other cause which happens afterwards and is not otherwise excluded  

c) **damage or business interruption** caused by or happening through:  
   i) corrosion, rust, change in temperature, dampness, wet or dry rot, shrinkage, evaporation, loss of weight, loss of any liquid by leakage of its container, moth, vermin, insects, marring or scratching  
   ii) change in colour, flavour, texture or finish  
   iii) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which the breakdown or derangement originates  
   this will not exclude such **damage or business interruption** if it results from a cause which is not otherwise excluded  

d) i) **damage to buildings** caused by its own collapse or cracking  
   ii) **business interruption** resulting from collapse or cracking of a building  
   this will not exclude such **damage or business interruption** if it results from a cause which is not otherwise excluded  

e) **damage or business interruption** caused by or consisting of:  
   i) disappearance, unexplained or inventory shortage, misfiling or misplacing of information  
   ii) cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes or pipes, nipple leakages and/or the failure of welds or boilers  
   this will not exclude:  
      i) **damage or business interruption** if it results from a cause which is not otherwise excluded  
      ii) subsequent **damage or business interruption** if it results from another cause which happens afterwards and is not otherwise excluded  

f) **damage or business interruption** caused by or resulting from:  
   i) any process of cleaning, repairing, restoring, cutting, preparation or fitting  
   ii) theft or attempted theft  
   iii) acts of fraud or dishonesty  
   iv) felling or lopping trees  

g) **damage to**:  
   i) property in transit  
   ii) property or structures in course of construction or erection and materials or supplies in respect of that property  
   iii) gates or fences or moveable property in the open caused by wind, rain, hail, sleet, snow, flood or dust  

h) accidental breakage or cracking of fixed glass or sanitaryware  

i) in respect of Section A – Material damage, cost or expense of any kind not directly associated with the incident that caused you to claim unless expressly stated to be insured.
Special exclusion applying to the Insured events

1. Pollution or contamination

Insured events 1 to 10 exclude damage or business interruption caused by or resulting from pollution or contamination unless:

a) pollution or contamination is caused by an Insured event 1 to 6 or
b) Insured events 1 to 9 and if stated in the schedule 10 operate as a direct result of pollution or contamination.

Material damage additional cover extensions

Applicable to the whole of Section A – Buildings and landlord’s contents

1. **Automatic reinstatement of the sum insured**

   The sum insured by each item will not be reduced by the amount of any claim unless we or you confirm to the contrary within 21 days of the claim being notified to us and provided that:

   a) you pay an additional premium if required by us to reinstate the sum insured for the period from the date of the loss to expiry of the period of insurance; and
   b) you take immediate steps to carry out any amendments in the protections of the property insured that we acting reasonably may require.

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

2. **Capital additions**

   This section includes:

   a) any newly acquired buildings or landlord’s contents in the territorial limits not otherwise insured
   b) alterations, additions and improvements to buildings or landlord’s 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:

   i) the most we will pay at any one situation is 10% of the sum insured for buildings and landlord’s contents up to a maximum of £500,000.
   ii) 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.

3. **Deeds and documents**

   We will pay the cost of materials and clerical labour to rewrite deeds and documents relating to the ownership and/or management of the premises due to damage to the deeds and documents occurring at the premises or whilst held in safekeeping by a bank or solicitor.

   The most we will pay for any one occurrence is £500.

4. **Drains and gutters**

   We will pay costs necessarily incurred following damage in clearing, cleaning and repairing drains, gutters, sewers and the like at your premises and in the immediate vicinity for which you are responsible in consequence of damage.

   The most we will pay in any one period of insurance is the sum insured by each item.
5. **European Union and Public Authorities including undamaged property**

Subject to the following special conditions the insurance in respect of **buildings** and **landlord's contents** (where selected) extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of:

a) European Union legislation

b) Building or other regulations under or framed in pursuance of any Act of Parliament or bye-law of any public authority

(hereinafter referred to as 'the Stipulations') in respect of:

i) the lost, destroyed or damaged property thereby insured

ii) undamaged portions thereof

iii) any water supply equipment at the premises supplying the sprinkler installation in undamaged portions of the premises.

Excluding:

1) the cost incurred in complying with the Stipulations:
   A) in respect of damage occurring prior to the inception of this additional cover
   B) in respect of damage not insured by this policy
   C) under which notice has been served upon you prior to the happening of the damage
   D) for which there is an existing requirement which has to be implemented within a given period
   E) in respect of property entirely undamaged by any insured event hereby insured against

2) the additional cost that would have been required to make good the property lost, destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen.

3) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the Stipulations.

Special conditions

a) The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the damage or within such further time as we may allow during the said 12 months and may be carried out upon another site if the Stipulations so necessitate subject to our liability under this additional cover not being thereby increased.

b) If our liability under any item of this policy apart from this additional cover is reduced by the application of any of the terms and conditions of this policy then our liability under this additional cover in respect of any such item will be reduced in like proportion.

c) The total amount recoverable under any item of this policy in respect of this additional cover will not exceed:
   i) in respect of the lost destroyed or damaged property its sum insured
   ii) in respect of undamaged portions of property (other than foundations), 20% of the total amount for which we would have been liable had the property insured by the item at the premises where the damage has occurred been wholly destroyed.

d) The total amount recoverable under any item of this policy will not exceed its sum insured.

e) All the terms and conditions of this policy except in so far as they are varied hereby will apply as if they had been incorporated herein.

6. **Excess – seventy two hours**

Where cover is operative under this section we will treat damage arising separately out of one event of storm or flood or earthquake occurring within each and every separate period of seventy two hours to be one event when determining the application of any excess.
7. **Glass**

We will pay for 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 in accordance with current standards or regulations.

We will also pay up to £500 for:

a) the cost of boarding up until the broken glass is replaced

b) **damage** to landlord’s contents caused by breakage of glass at the **premises**

c) **damage** to frames and framework of any description and the cost of removing or replacing any landlord’s contents which may have to be removed to replace the glass.

Provided that:

i) cover is not otherwise excluded by any of insured events 1 to 9.

Excluding:

1) silvering, lettering, bending or ornamenting any glass in excess of £1,000 any one loss

2) breakage of cracked or scratched glass

3) **damage** resulting from repairs or alterations to the **premises**

4) **damage** to glass that is more specifically insured elsewhere.

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8. **Inflation protection – day 1**

Applicable to each item insured on the day 1 inflation protection basis as stated in the schedule.

a) At the start of each period of insurance you will notify us of the declared value of the property insured by each of the applicable items. If you do not declare this we will take the last amount declared by you as the declared value for the following period of insurance

b) Our liability for the repair or restoration of property partly damaged will not exceed the amount which would have been payable had that property been totally destroyed

c) Where because of provisos a) i), ii) or iii) of Claims condition 7 claims are payable under paragraphs a) 1) or 2) of Claims condition 7 the sum insured under each item will be the declared value uplifted by the percentage stated in the schedule at the time of the **damage**.

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9. **Inflation protection – index linking**

If index linking is stated in your schedule as applying we will automatically adjust the sums insured for buildings and landlord’s contents in line with changes in suitable indices of cost. This adjustment will continue after any 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 calculate the renewal premium based on the revised sum insured.

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10. **Mortgagees and lessors**

Any increase in the risk of **damage** resulting from any act or neglect of any mortgagor, leaseholder, lessee or occupier of any buildings insured by this policy will not prejudice the interest of any mortgagee, freeholder or lessor provided such increase in risk is without their prior knowledge or authority and that we are notified immediately they become aware of such increase in risk and you pay an appropriate additional premium if required.

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11. **Non-Invalidation**

This insurance will not be invalidated by anything which increases the risk of **damage** provided that:

a) it is without your authority or knowledge or beyond your control

b) you tell us as soon as you become aware of the increased risk of **damage**

c) you pay any additional premium if required.
12. **Other interests**

The interest of any freeholder, mortgagee, lessor, heritable creditor ‘Primo Loco’ or ‘Secundo Loco’ or similar party is noted. The nature and extent of such additional interests must be disclosed immediately following damage which is the subject of any claim.

13. **Property temporarily removed**

We will pay for damage to landlord’s contents or landlord’s fixtures and fittings while temporarily removed from the premises for cleaning, renovation, repair or similar purposes provided that the damage is caused by an operative Insured event and the landlord’s contents or landlord’s fixtures and fittings are within the territorial limits or the Republic of Ireland at the time of damage.

The most we will pay for any one occurrence is £2,500.

Excluding:

a) damage to your personal belongings or those of your directors, employees or visitors

b) damage to landlord’s contents caused by storm or flood while in the open.

14. **Repairs and alterations**

Repairs or minor structural alterations or decorations may be made to the buildings without affecting the cover under this section.

15. **Sanitaryware**

We will pay for accidental breakage of fixed sanitaryware at the premises for which you are legally responsible.

Excluding damage resulting from repairs or alterations to the premises.

16. **Trace and access**

In the event of damage to property insured caused by Insured events 5 or 8 we will also pay for:

a) reasonable costs and expenses necessarily incurred in locating the source of the damage

b) reasonable costs and expenses necessarily incurred in repairing any damage caused in locating the source of the damage.

The most we will pay for any one occurrence is the limit stated in the schedule.

17. **Waiver of subrogation rights**

In the event of a claim under this policy we will not take the benefit of your rights against:

a) any Company standing in the relation of Parent to Subsidiary or of Subsidiary to Parent to you

b) any Company which is a Subsidiary to your own Parent Company (in each case within the meaning of the Companies Act or Companies (N.I.) Order, as appropriate, current at the time of the damage)

c) any tenant or lessee in respect of damage where the premium has been paid by the tenant or lessee unless the damage is caused by a criminal or malicious act of the tenant or lessee.
Applicable to Section A1 – Buildings

1. **Additional costs**
   a) For each item under **buildings** we will pay:
      i) architects’, surveyors’, legal and consulting fees reasonably and necessarily incurred in the reinstatement or repair of property resulting from its **damage** but not fees for preparing a claim
      ii) costs incurred in boarding up, shoring up or weatherproofing those parts of the property that have suffered **damage**
   b) The insurance in respect of **buildings** includes the cost of clearing that part of the property that has suffered **damage** from the site of that **damage** and the surface area immediately adjacent to it.

2. **Concern for welfare costs**
   We will pay costs incurred following **damage** caused by the police or persons acting under their control in gaining access to the **buildings** as a result of their concern for the welfare of the resident.
   The most we will pay is £5,000 for any one occurrence and £15,000 in any one period of insurance.
   Excluding costs incurred following **damage** caused by the police in the course of criminal investigations.

3. **Contractors’ interest**
   Where **you** are required to effect insurance on the **buildings** in the joint names of **you** and a contractor under the terms of a contract condition then the interest of the contractor in the **buildings** as a joint insured is noted subject to any single contract valued in excess of £150,000 or 10% of the sum insured on the **building** whichever is the lesser being advised to us and an additional premium being paid as appropriate.

4. **Contractors’ works**
   Each item under **buildings** extends to include contract works to the extent to which **you** have contracted to arrange cover.
   Provided that:
   a) this additional cover shall not apply to any contract where the original contract price or contract value on completion exceeds £150,000 unless otherwise stated in the schedule, certificate or endorsements
   b) this additional cover shall only apply insofar as the contract works are not otherwise insured.

5. **Exceptional measures**
   We will pay costs which **you** incur with our consent in taking reasonable but exceptional measures to avoid or mitigate a valid claim under this section.
   Provided that:
   a) the potential claim could not have been reasonably foreseen
   b) the terms and conditions of this section will apply as if **damage** by an operative insured event had occurred.
   The most we will pay is £5,000 for any one occurrence and £25,000 in any one period of insurance.
6. **Fire extinguishment and alarm resetting expenses**

Following **damage** to the **buildings** by an operative insured event 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.

7. **Landscaped gardens**

We will pay reasonable costs and expenses necessarily incurred with our prior consent in repairing any **damage** caused by the emergency services to **buildings** including 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 for any one occurrence is the limit as stated in the schedule.

Excluding for landscaped gardens at the **premises**:

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.

8. **Metered supplies**

We will pay excess water, gas, electricity or other supply charges demanded from you by the supply authority following loss of metered supplies as a result of **damage** by insured events 1 to 9 and if stated in the schedule 10 to fixed pipes, apparatus and tanks provided that you have kept a weekly written record of meter readings from the supply authority.

The most we will pay for any one occurrence is the limit stated in the schedule.

9. **Removal of nests**

We will pay the cost of removing wasps’ or bees’ nests from the **buildings**.

The most we will pay is £250 for any one occurrence and £5,000 in any one period of insurance.

Excluding the costs of removing nests already in the **buildings** before the start of this policy.

10. **Replacement of keys and resetting of digital locks**

We will pay reasonable costs and expenses necessarily incurred for the replacement of locks or resetting of digital locks following the loss of keys to the **premises** from your private residence or your person or the premises or person of an authorised representative.

The most we will pay for any one occurrence is the limit stated in the schedule.

11. **Selling your buildings**

If you are selling your **buildings** we will insure the buyer up to the date the contract is completed unless they have arranged their own insurance. The buyer must comply with the terms and conditions of this policy.
12. **Theft of the fabric of the building**

This additional cover is optional and only operative if stated in the schedule as insured.

We will pay for damage as a result of theft or attempted theft of the fabric of the buildings at the premises.

Excluding:

a) theft or attempted theft caused or contributed to by any of your employees or any person lawfully on the premises

b) damage to residential premises when the buildings stated in the schedule or certificate are unoccupied for more than 45 consecutive days

c) damage to purpose built flats and maisonettes or commercial premises when the buildings stated in the schedule or certificate are unoccupied.

13. **Tree felling and lopping**

We will pay the cost of removing or lopping trees which are an immediate threat to the safety of life or property.

The most we will pay is £500 for any one occurrence and £2,500 in any one period of insurance.

Excluding:

a) legal or local authority costs involved in removing trees

b) costs incurred solely to comply with a Preservation Order

c) costs incurred in respect of routine maintenance.

14. **Tree removal**

We will pay the cost of removing fallen trees or branches from the premises.

The most we will pay is £500 for any one occurrence and £2,500 in any one period of insurance.

Excluding damage that is not caused by Insured events 1 to 9 and if stated in the schedule 10.

15. **Unauthorised use of electricity, gas, oil or water**

We will pay the cost of metered electricity, gas, oil or water for which you are legally responsible arising from its unauthorised use by persons taking possession, keeping possession or occupying the premises without your authority.

Provided that:

a) all practicable steps are taken to terminate unauthorised use as soon as it is discovered

b) the most we will pay for any one occurrence is the limit stated in the schedule.

16. **Underground cables**

We will pay the cost of accidental damage to underground cables, pipes or tanks servicing the buildings which you are legally responsible for.
17. **Value Added Tax**

The insurance by each item on **buildings** includes Value Added Tax paid by **you** which is not subsequently recoverable.

Provided that:

a) i) **your** liability for such tax arises solely as a result of the **reinstatement** or repair of the **buildings** to which such items relate following **damage**

   ii) we have paid or have agreed to pay for such **damage**

   iii) if any payment made by **us** in respect of the **reinstatement** or repair of such **damage** shall be less than the actual cost of the **reinstatement** or repair any payment under this additional cover resulting from that **damage** will be reduced in like proportion

   iv) where a **building** has not been registered for Value Added Tax the sum insured advised to **us** will include an appropriate allowance for Value Added Tax

b) **your** liability for such tax does not arise from the replacement **building** having greater floor area than or being better or more extensive than the **damaged building**

c) where an option to reinstate on another site is exercised **our** liability under this additional cover will not exceed the amount of tax that would have been payable had the **building** been rebuilt on its original site

d) **our** liability under this additional cover will not include amounts payable by **you** as penalties or interest for non-payment or late payment of tax.

**Notes**

1) For the purposes of **underinsurance** rebuilding costs will be exclusive of Value Added Tax.

2) **Our** liability may exceed the sum insured by an item or in the whole the total sum insured where such excess is solely in respect of Value Added Tax.

3) All the terms and conditions of this policy except in so far as they are varied hereby will apply as if they had been incorporated herein.

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**Applicable to Section A2 – Landlord’s contents**

1. **Debris removal costs**

   **We** will pay for costs and expenses incurred in removing debris of the **landlord’s contents** and debris relating to a tenant’s contents at the **premises** and the area immediately adjacent following **damage** by Insured events 1 to 9 and if stated in the schedule 10.

   Excluding:

   a) costs or expenses arising from pollution or contamination of property not insured by this policy

   b) costs in removing debris relating to a tenant’s contents recoverable from another source.
Section A1 – Buildings

Material damage

This section is only operative if stated in the schedule.

Cover

In the event of damage to buildings insured shown in the schedule or certificate by Insured events 1 to 9 and if stated in the schedule 10 occurring during the period of insurance we will settle your claim in accordance with the Claims conditions.

The most we will pay for damage to the buildings including additional costs is:

a) the sum insured, declared value or limit applicable to that item as stated in the schedule or

b) the sum insured or limit remaining after deduction for any other damage that occurred during the same period of insurance unless we have agreed to reinstate the sum insured or limit.

Unless otherwise stated in this policy, schedule, certificate or by endorsement the Insured events applicable to Section A numbers 1 to 9 inclusive are operative to the whole of this section.

Insured event 10 – Material damage ’All risks’ is only operative if stated in the material damage section of the schedule.

The excess applicable to this section is stated in the policy schedule or certificate and may be amended by endorsement.

Section A2 – Landlord’s contents

Material damage

Cover

In the event of damage to the landlord’s contents insured shown in the schedule or certificate by Insured events 1 to 9 and if stated in the schedule 10 occurring during the period of insurance we will settle your claim in accordance with the Claims conditions.

The most we will pay for damage to the landlord’s contents including debris removal costs is:

a) the sums insured, declared value or limit applicable to that item as stated in the schedule or

b) the sum insured or limit remaining after deduction for any other damage that occurred during the same period of insurance unless we have agreed to reinstate the sum insured or limit.

Unless otherwise stated in this policy, schedule, certificate or by endorsement the Insured events applicable to Section A numbers 1 to 9 inclusive are operative to the whole of this section.

Insured event 10 – Material damage ’All risks’ is only operative if stated in the material damage section of the schedule.

The excess applicable to this section is stated in the policy schedule or certificate and may be amended by endorsement.
Section A1 – Buildings and Section A2 – Landlord’s contents

Material damage

Special provision

1. Underinsurance
   The sums insured under each item on buildings and landlord’s contents are separately subject to underinsurance.

Special conditions

1. Fire extinguishing appliances, security protections, firebreak doors and shutters
   a) Fire extinguishing appliances must be inspected regularly and any defects promptly remedied.
   b) All devices for the protection of the buildings must be kept in good working order.
   c) Where there are firebreak doors and shutters, which are within your custody and control you must:
      i) maintain them in efficient working order
      ii) keep them free from obstruction
      at all times.

2. Unoccupied buildings cover restrictions – Purpose built flats and maisonettes and residential premises
   a) In the event of the buildings of any purpose built flats and maisonettes or residential premises becoming unoccupied for more than 45 consecutive days cover will be restricted to damage caused by Insured events 1 – Fire, 4 – Storm or flood, 6 – Impact, 7 – Aerials and 9 – Subsidence only.
   b) We will not pay for loss or damage as described in:
      i) Material damage additional cover applicable to Section A – Buildings and landlord’s contents 8 – Glass and 15 – Sanitaryware
   c) When any purpose built flats and maisonettes or residential premises are unoccupied the cumulative excess is increased by a further amount of £250 for buildings and £500 for landlord’s contents.

3. Unoccupied buildings requirements – Purpose built flats and maisonettes and residential premises
   In respect of unoccupied buildings of purpose built flats and maisonettes or residential premises it is a condition precedent to our liability that in respect of those buildings that that within 7 days of you first becoming aware of the unoccupancy:
   a) the residential premises must be secured against unlawful entry by closing and locking doors and windows and setting all security and alarm systems and all waste and redundant landlord’s contents removed from within the premises including gardens and yard areas belonging to them
   b) Between the 1st October and the 31st March each year, the central heating system (where installed) must be kept working to maintain a temperature of no less than 10 degrees centigrade or the water must be turned off at the mains and the water system completely drained
   c) The letter box is permanently sealed shut or a non-combustible receptacle be permanently fixed to the letter box
   d) during periods of unoccupancy the premises must be inspected not less than once in every 14 days by a responsible person and a record is maintained of such inspections to ensure that there is no deterioration in the fabric of the building and that compliance with a) to c) continues
   e) you must inform us if the property is likely to remain unoccupied for a period in excess of 90 days unless otherwise agreed by us in writing.

4. Unoccupied premises notification – Purpose built flats and maisonettes and residential premises
   You must tell us immediately if any building or part of any building at the premises is unoccupied for more than 45 consecutive days. We reserve the right to apply additional terms and conditions beyond those detailed in special conditions 3 and 4 at the time you notify us including increasing the premium and requiring you to complete any risk improvement measures that we consider essential. You will be under no obligation to accept any additional terms applied under this condition but if you refuse to do so we may invoke general condition 4 – Cancellation notice.
Section B – Loss of rental income and alternative accommodation

Special definition

Notifiable Diseases
One of the following specified human infectious or human contagious diseases:

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

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

Cover
The Insured events applicable to Section A numbers 1 to 9 inclusive and if stated in the schedule 10, are operative in respect of this section unless otherwise stated in this policy, schedule or by endorsement.

Insured event 10 – Material damage ‘All risks’ is only operative if stated in the material damage section of the schedule.

We will settle your claim occurring during the period of insurance in accordance with the Claims conditions.

Loss of rent receivable
In the event of any incident occurring during the period of insurance which causes interruption of or interference with the business at the premises we will pay you the amount of loss that results from that interruption or interference during the indemnity period.

Provided that:

a) the incident is caused by an operative Insured event

b) at the time the incident occurs there is insurance in force covering your interest in the property at the premises against the incident and that payment under the insurance:

i) has been made or liability has been admitted for it

ii) would have been made or liability admitted for it if not for a provision excluding losses below a certain amount.
We will pay you:

1) a) the shortfall in actual rent receivable during the indemnity period compared to the rent receivable we assess you would have earned at the premises during the indemnity period had the incident not occurred; and

b) reasonable additional costs incurred with our consent solely to minimise the loss of rent receivable but not exceeding the amount of loss of rent receivable that is avoided as a result of this expenditure

but in respect of residential premises, purpose built flats and maisonettes we may alternatively pay you the reasonable additional cost of comparable alternative accommodation incurred for any resident including pets that normally live with them until the premises are habitable or accessible. In no case will we be liable to pay loss of rent and alternative accommodation costs in respect of the same dwelling arising from one incident.

Provided that our liability in respect of the total payments for all residential premises, purpose built flats and maisonettes will not exceed the limit of indemnity stated in the schedule during any one period of insurance.

2) reasonable costs that you necessarily incur in re-letting the premises including legal fees solely in consequence of their damage by an operative Insured event

3) professional accountants’ charges.

For the purposes of 1) above:

A) our assessment of the rent receivable you would have earned but for the incident will be the actual rent receivable earned at the premises during the 12 months immediately before the incident that corresponds with the indemnity period and adjusted for the trends of your business and any other factors either before or after the incident that would have affected the business results

B) in the event of a claim arising from an incident occurring before the completion of the first year’s trading of the business at the premises our assessment of the rent receivable you would have earned but for the incident will be the proportional equivalent for a period equal to the indemnity period of the actual rent receivable earned from the date the business commenced to the date of the incident and adjusted for the trends of your business and any other factors either before or after the incident that would have affected the business results

C) the actual rent receivable earned at the premises during the indemnity period will include rent receivable earned either by you or by others acting on your behalf at other locations

D) we will take account of any charges or other expenses of the business payable out of rent receivable that cease or are reduced as a consequence of the incident

E) to the extent you are accountable to the tax authorities for Value Added Tax all terms in this section will be exclusive of that tax.

The most we will pay is:

a) the limit of indemnity stated in the schedule or in respect of each extension any lower limit of indemnity stated in this policy, the schedule or by endorsement applicable at the time of the incident

b) the limit remaining after deduction for any other loss under this section occurring during the same period of insurance unless we have agreed to reinstate the limit.

Additional cover extensions

The insurance under Section B includes loss resulting from interruption of or interference with the business at the premises or elsewhere resulting from the contingencies described in the following extensions which will each be deemed to be an incident.

Unless stated otherwise the maximum indemnity period will be as stated in the schedule or certificate.

1. Automatic reinstatement of sum insured

In the absence of written notice from you or us to the contrary our liability will not stand reduced by the amount of any loss. You undertake to pay the appropriate additional premium for such automatic reinstatement of cover.
2. **Capital additions rent receivable**

**Damage** by an operative insured event to any newly acquired or newly erected buildings or alterations, additions or extensions to buildings covered under Section A, that is not otherwise insured.

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

The most we will pay at one premises during any one period of insurance is £100,000.

3. **Managing agents**

**Damage** by an operative Insured event to property at the premises of any managing agents employed or engaged to collect rent receivable.

Provided that:

a) such rent receivable is not paid to you as a direct result of the incident
b) the rent receivable is not outstanding for 120 days in excess of its due date
c) all reasonable steps to recover the rent receivable are taken
d) rent receivable is not recoverable under any other policy.

The most we will pay is £25,000 any one occurrence.

4. **Notifiable Diseases and other Health Risks, Murder or Suicide**

We will pay for loss resulting from interruption of or interference with the business at the premises resulting from:

a) food or drink poisoning
b) any occurrence of a notifiable disease at the premises or in connection with food or drink supplied from the premises
c) any discovery of an organism at the premises likely to result in the occurrence of a notifiable disease
d) the discovery of vermin or pests at the premises
e) any accident causing defects in the drains or other sanitary arrangements at the premises
f) any occurrence of murder or suicide

which causes restrictions on the use of the premises on the order or advice of the competent local authority.

Provided that:

i) for the purpose of this extension the maximum indemnity period is 3 months
ii) we will only be liable for the loss arising at those premises which are directly affected by the occurrence, discovery or accident.

**Supplementary conditions to extension 4**

1) You must comply with any issues identified as Contraventions arising from a Food Premises Inspection Report within the timescales stated in that report.

2) You must notify us as soon as reasonably practicable 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 to them or re-enactment of them.

Excluding:

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 to them or re-enactment of them

B) any costs incurred in the cleaning, repair, replacement, recall or checking of property.
5. **Prevention of access**

Damage caused by an operative Insured event during the period of insurance to property in the vicinity of the premises which prevents or hinders the use of the premises or access to them.

The most we will pay is £100,000 any one occurrence.

6. **Public utilities**

Accidental failure during the period of insurance of the public supply of electricity, gas or water at the terminal point of the supply authorities feed to the premises.

The most we will pay is £25,000 any one occurrence.

Excluding:

a) the deliberate acts of the supply authority

b) drought, atmospheric or weather conditions but this will not exclude failure due to damage to equipment caused by these conditions

c) strikes or any labour or trade dispute.

**Special provision**

1. **Current cost accounting adjustments**

For the purposes of the definitions and special definitions, any adjustment implemented in current cost accounting will be disregarded.

**Special conditions**

1. **Renewal**

Prior to each renewal you will provide us with the estimated rent receivable for the financial year that coincides most closely with the forthcoming period of insurance.

2. **Winding up, receivership or liquidation of the business**

We will not pay under this section if the business is permanently discontinued, wound up or carried on by a liquidator or receiver unless we have agreed to do so.
Section C – Property owners’, public and products liability

Special definitions

**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 *remediation* commences.

**Costs and expenses**
a) Claimants’ costs and expenses which *you* become legally liable to pay
b) costs incurred with *our* written consent in defending any claim for damages
c) costs incurred with *our* written consent for:
   i) representation at any coroner’s inquest or fatal injury inquiry
   ii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission relating to any event which is covered under this section.

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

**Pollution or contamination**
a) Pollution or contamination of buildings or other structures or of water, land or the atmosphere
b) loss or *damage* or *bodily injury* caused by pollution or contamination.

**Products**
Goods including packaging, containers, labels and instructions sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by *you* or on *your* behalf for the purpose of the *business*.

**Remediation**
Correcting or fixing the effects of *pollution or contamination* including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

Section C1 – Property owners’ and public liability

**Cover**

*We* will cover *you* for all sums which *you* may become legally liable to pay as damages in respect of:

a) accidental *bodily injury* to any person other than an *employee*
b) accidental *damage* to property
c) accidental obstruction, accidental trespass, accidental nuisance, accidental interference with pedestrian, road, rail, air or waterborne traffic
d) charges of wrongful arrest or malicious prosecution brought against *you* arising out of any allegation of shoplifting or other improper conduct at your *premises* by any person other than an *employee*

occurring during the period of insurance within the *territorial limits* in connection with the *business* at the *premises* or *your* ownership of the *buildings*. In addition to the limit of indemnity *we* will pay *costs and expenses*.

*We* will settle *your* claim in accordance with the Claims conditions.
Section C2 – Products liability

This cover is only operative if stated in the schedule

Cover

We will cover you for all sums which you may become legally liable to pay as damages in respect of:

a) accidental bodily injury to any person other than an employee
b) accidental damage to property

occurring during the period of insurance within the territorial limits in connection with the business at the premises caused by products. In addition to the limit of indemnity we will pay costs and expenses.

We will settle your claim in accordance with the Claims conditions.

Additional cover extensions applicable to Section C – Property owners’, public and products liability

1. **Contingent motor liability**

   We will also cover your legal liability for accidental bodily injury to any person and/or accidental damage to property arising out of the use of any motor vehicle which is not the property of nor provided by you and being used for the purpose of the business.

   Excluding:

   a) damage to vehicles or to goods carried in or on them
   b) accidental bodily injury to any person or accidental damage to property occurring while a vehicle is being driven by you or by any person who to your knowledge does not hold a licence to drive that vehicle unless that person has held and is not disqualified from holding or obtaining that licence
   c) liability more specifically insured under any other insurance
   d) liability arising outside the territorial limits.

2. **Corporate Manslaughter and Corporate Homicide Act 2007**

   We will also cover you for legal costs and expenses incurred with our prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from those proceedings) brought in respect of a charge or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man committed or alleged to have been committed during the period of insurance in the course of the business.

   Provided that:

   a) our liability under this additional cover extension will not exceed £2,000,000 in any one period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule
   b) this additional cover extension will apply only to proceedings brought in the territorial limits
   c) we consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of you
   d) you give to us immediate notice of any summons or other process served upon you which may give rise to proceedings under this additional cover extension
   e) in relation to any appeal the counsel has advised there are strong prospects of that appeal succeeding
   f) where we have already paid 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 section of this policy the amount paid under that section will be taken into account in arriving at our liability payable under this clause.
3. Costs of criminal proceedings

We will also pay at your request in respect of any director, business partner or employee:

a) legal costs and expenses incurred with our written consent

b) costs incurred with our written consent in the defence of any criminal proceedings brought against you or any business partner or employee for an alleged breach of:

   i) the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
   ii) Part II of the Food Safety Act 1990
   iii) Part II of the Consumer Protection Act 1987

occurring during the period of insurance in connection with the business including legal costs and expenses incurred with our prior consent in any appeal against conviction arising from those proceedings.

The most we will pay in respect of b) ii) and b) iii) is £25,000 in any one period of insurance.

Excluding:

1) fines or penalties of any kind

2) costs for which you or any director, business partner or employee has effected a more specific legal expenses protection or insurance

3) proceedings or appeals consequent upon any deliberate act or omission and you will immediately repay us all costs and expenses paid by us prior to any deliberate act or omission being established

4) proceedings related to health, safety or welfare of employees.

4. Court attendance costs

In addition to the limit of indemnity we will pay you the daily rates stated below if any of the following are required to attend court as a witness at our request:

a) you, any director or business partner £250

b) any employee £150.

5. Data Protection Act

We will also cover you in respect of your legal liability under Section 13 of the Data Protection Act 1998 in connection with personal data as defined in the Act held by you.

Excluding:

a) the payment of fines and penalties

b) the cost of replacing, reinstating, rectifying or erasing any personal data.
6. **Defective Premises Act 1972**

We will also cover you in respect of 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 premises which have been disposed of by you.

Excluding:

a) the cost of correcting or fixing any defect or alleged defect in the premises
b) liability more specifically insured under any other insurance.

7. **Environmental clean up costs**

We will also cover you in respect of all sums including statutory debts that you are legally responsible to pay in respect of clean up costs arising from environmental damage caused by pollution or contamination where 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; and

b) all such pollution or contamination which arises out of one incident shall be deemed to have occurred at the same time that incident took place

c) our liability under this additional cover extension will not exceed £1,000,000 for any one incident and in the aggregate in any one period of insurance and will be the maximum we will pay inclusive of all costs and expenses. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule; and

d) immediate loss prevention or salvage action is taken and the appropriate authorities are notified

Excluding:

i) 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

ii) damage connected with previously contaminated property

iii) damage caused by a succession of several events where the individual event would not warrant immediate action

iv) the 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

v) 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

vi) costs for prevention of imminent threat of environmental damage where the costs are incurred without there being pollution or contamination caused by a sudden, identifiable, unintended and unexpected incident

vii) damage resulting from an alteration to subterranean stores of groundwater or to flow patterns

viii) costs for the reinstatement or reintroduction of flora or fauna

ix) 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 you are responsible

x) fines or penalties of any kind

xi) 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

xii) damage which is covered by a more specific insurance policy

xiii) 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

xiv) damage caused by disease in animals belonging to or kept or sold by you.
**8. Indemnity to other persons**

In the event of any claim which **you** would be entitled to receive cover for under this section being brought or made against:

a) any employee  
b) any director or business partner  
c) any employee acting as a member of your first aid or medical arrangements but excluding medical practitioners in respect of liability for damages and legal costs resulting from treatment given  
d) any officer or member of your canteen, social, sports or welfare organisations

**we** will cover that person at **your** request against that claim and/or any costs, charges and expenses in respect of it.

Provided that:

i) that person is not entitled to indemnity under any other insurance; and  
ii) that person will keep to and be subject to the terms and conditions of this policy as though they were **you**; and  
iii) **we** will not pay under this additional cover extension unless **we** have the sole conduct and control of all claims.

**9. Joint liabilities**

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

Provided that the total amount of compensation to all parties will not exceed the amount payable if **you** comprised only one party and in any event will not exceed the limit of indemnity stated in the schedule.

**10. Libel and slander**

**We** will pay all costs **you** become legally liable to pay as compensation for any act of libel or slander committed or uttered in good faith by **you** in the course of **your** business occurring during the period of insurance.

Provided that:

a) this will apply solely to **your** in-house and trade publications  
b) the most **we** will pay is £250,000 in any one period of insurance.

**11. Non manual work abroad**

Cover applies anywhere in the world where any of **your** directors, business partners or employees are on temporary business visits for the purpose of non manual work provided that they are normally resident in the territorial limits.
12. Personal liability

At your request cover will apply in respect of the personal liability of any:

a) director, business partner or employee

b) the family of that director, business partner or employee while accompanying that person during temporary visits anywhere in the world for the purpose of the business.

Provided that:

i) this will not apply to liability more specifically insured under any other insurance;

ii) the persons listed above comply with the terms and conditions of this policy

iii) we have the sole conduct and control of all claims.

Excluding any liability:

1) arising from any contract or agreement which imposes a liability that you would not otherwise have been under

2) arising from the ownership or occupation of land or buildings

3) arising from the carrying out of any trade or profession

4) arising from the ownership, possession or use of:
   A) firearms excluding sporting guns
   B) mechanically propelled vehicles
   C) craft designed to travel through air or space
   D) hovercraft and watercraft
   E) animals of dangerous species as stipulated by the Animals Act 1971

5) arising from damage to property owned by or held in trust by:
   A) you
   B) any director, business partner or employee
   C) the family of any director or employee while accompanying these people during temporary visits anywhere in the world for the purpose of the business

6) for accidental bodily injury sustained by:
   A) you
   B) any director, business partner or employee
   C) the family of any director, business partner or employee while accompanying those people during temporary visits anywhere in the world in the business.

13. Private work

We will also cover private work carried out by any employee for you or any of your directors or business partner.
Special exclusions

This section does not cover:

1. **Aircraft products**
   - liability arising from *products* which at the time of the contract of sale or supply are knowingly sold or supplied for use in craft designed to travel through air or space

2. **Asbestos**
   - liability, loss, cost or expense 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

3. **Exports to the USA or Canada**
   - liability arising from *products* which at the time of the contract of sale or supply are knowingly exported to the United States of America or Canada

4. **Exposure to ultraviolet radiation**
   - any liability arising out of or in connection with exposure to ultraviolet radiation being the ultraviolet region wavelength 10 nanometres to 400 nanometres on the electromagnetic spectrum

5. **Foreign operations**
   - any associated or subsidiary company of *yours* or branch office or representative of *yours* with power of attorney domiciled outside the territorial limits

6. **Liquidated or punitive damages or fines**
   - any amount in respect of:
     a) liquidated damages, fines or penalties which attach solely because of a contract or agreement
     b) exemplary or punitive damages

7. **Manual work away**
   - liability arising out of manual work away from the *premises* other than collection or delivery by *you* or *your* employees

8. **Motor**
   - liability arising from the ownership or possession or use by *you* or on *your* behalf of any mechanically propelled motor vehicle or mobile plant:
     a) which is licensed for road use
     b) for which compulsory motor insurance or security is required
     c) which is more specifically insured
   - provided that this exclusion will not apply in respect of liability arising during the act of loading or unloading any mechanically propelled motor vehicle or mobile plant unless it is more specifically insured

9. **Pollution or contamination**
   - liability in respect of *pollution or contamination* other than 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 will be deemed to have occurred at the time that incident took place

10. **Professional advice**
    - liability arising out of professional advice given by *you* for a fee or in circumstances where a fee would normally be charged
11. Property being worked on

damage to the part of any property upon which you or any servant or agent of yours is or has been working where the damage is the direct result of that work.

12. Property damage excess

In respect of damages payable for damage to property the excess. One excess will apply in respect of any one occurrence or all occurrences of a series arising out of one original cause. The excess will not be deducted from payments we make to claimants and you will be responsible for repaying us the excess in respect of any such payments.

13. Property held in trust

damage to property belonging to you or held in trust by or borrowed, rented, leased or hired for use by you but this exclusion will not apply to:

a) the personal effects including motor vehicles or their contents of any director, business partner, employee or visitor
b) buildings or their contents temporarily occupied by you to carry out work for the purpose of the business

c) premises or their fixtures and fittings hired, rented, leased or lent to you other than the damage if liability is assumed by you under a tenancy or other agreement and would not have attached in the absence of that agreement.

14. Replacing or rectifying products

Replacing, reinstating, rectifying, recalling, removing or guaranteeing the performance of products or making a refund on the price of any products or damage to the products themselves.

15. Treatment

Any liability arising out of treatment or the dispensing of medicines or drugs.

16. Vessels and craft

Liability arising from the ownership or possession or use by or on your behalf of craft designed to travel through air or space, hovercraft or watercraft other than waterborne vessels not exceeding 10 metres in length used on inland waterways.

Special provisions

1. Discharge of liability

We may at any time pay any limit of indemnity after deduction of any sum or sums already paid or any lower amount for which any claim or claims can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of costs and expenses incurred with our written consent prior to the date of such payment.

2. Limit of indemnity

The limit of indemnity stated in the schedule is our monetary limit (other than any limit otherwise stated) and applies to any claim or series of claims arising from any one cause except for claims caused by:

a) products
b) pollution or contamination

Where in respect of each the limit of indemnity stated applies in the aggregate in any one period of insurance.
Section D – Employers’ liability

This section is only operative if stated in the schedule.

Special definition

**Costs and expenses**

a) claimants’ costs and expenses

b) costs incurred with our written consent in defending any claim for damages

c) costs incurred with our written consent for:
   i) representation at any coroner’s inquest or fatal injury inquiry
   ii) 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 cover under this policy.

Cover

**We** will cover **you** in respect of all sums which **you** may become legally liable to pay as damages in respect of **bodily injury** caused during the period of insurance to any **employee** arising out of and in the course of their employment by **you** in the **business** in relation to claims settled or defended with our consent.

In addition to any claim for damages **we** will pay **costs and expenses**.

**Our** liability will not exceed the limit of indemnity stated in the schedule including all **costs and expenses** (other than any limit otherwise stated) and any limit applies to any claim or series of claims arising from any one cause.

**We** will settle **your** claim in accordance with the Claims conditions.

Additional cover extensions applicable to Section D – Employers’ liability

1. **Corporate Manslaughter and Corporate Homicide Act 2007**

   **We** will cover **you** in respect of legal costs and expenses incurred with our prior written consent in connection with the defence of any criminal proceedings including any appeal against conviction arising from any proceedings brought in respect of a charge or investigations connected with a charge of corporate manslaughter or corporate homicide under 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**.

   Provided that:
   a) our liability under this additional cover 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 indemnity stated in the schedule
   b) this additional cover extension will only apply to proceedings brought in the **territorial limits**
   c) we must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of **you**
   d) **you** will give **us** immediate notice of any summons or other process served upon **you** which may give rise to proceedings under this additional cover extension
   e) in relation to any appeal counsel has advised there are strong prospects of that appeal succeeding
   f) where **we** have already covered **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 or investigation connected with corporate manslaughter or corporate homicide under another additional cover extension applicable to this section the amount paid under that additional cover extension will be taken into account in arriving at our liability payable under this additional cover extension.
Excluding liability:

i) where you have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge

ii) in respect of fines or penalties of any kind

iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from those proceedings in respect of a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made under them

iv) where cover for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this additional cover extension cover would have been provided by another source or insurance.

2. Court attendance costs

We will pay you the daily rates stated below if any of the following are required to attend court as a witness at our request:

a) you, any director or business partner £250
b) any employee £150.

3. Health and safety at work defence costs

We will also cover you and at your request any director, business partner or employee against:

a) costs and expenses incurred with our prior consent
b) costs awarded against you or your director, business partner or employee

in the defence of any criminal proceedings arising from an alleged breach of 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 or the Health and Safety at Work (Northern Ireland) Order 1978 or an offence as defined in Article 31 of that Order occurring during the period of insurance in the course of the business including any appeal against conviction arising from those proceedings.

This additional cover extension will only apply to proceedings brought in the territorial limits.

Excluding:

i) fines or penalties of any kind
ii) costs for which you or any director, business partner or employee has effected a more specific legal expenses protection or insurance
iii) proceedings or appeals consequent upon any deliberate act or omission and you will immediately repay us all costs and expenses paid by us prior to any deliberate act or omission being established
iv) proceedings not related to the health, safety or welfare of an employee.

4. Other people

We will also cover at your request:

a) any employee
b) any director or business partner
c) any employee acting as a member of your first aid or medical arrangements but excluding medical practitioners in respect of liability for damages and legal costs to any other employee resulting from treatment given in connection with any bodily injury caused to that person and arising out of and in the course of the employment of that person by you
d) any officer or member of your canteen, social, sports or welfare organisations.

Provided that:

i) the person is not entitled to indemnity under any other insurance; and
ii) those people keep to the terms and conditions of this policy; and
iii) we have the sole conduct and control of all claims.
5. **Private work**

We will also cover private work carried out by any employee for you or any of your directors or business partner.

6. **Unsatisfied court judgments**

If any employee or their personal representative obtains a judgment from a court within the territorial limits for damages for bodily injury against any company or individual operating from premises within the territorial limits and that judgment remains unpaid for more than 6 months after the date of the award we will pay at your request the amount of any unpaid damages and awarded costs to the employee or their personal representative.

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 the business

b) there is no appeal outstanding

c) if a payment is made the employee or their personal representative will assign the judgment to us.

**Special exclusions**

This section does not cover:

1. **Motor**
   liability for which compulsory motor insurance or security is required under road traffic legislation

2. **Work offshore**
   liability for bodily injury caused:
   a) on any offshore installation or support or accommodation vessel for any offshore installation
   b) in transit to, from or between any offshore installation or support or accommodation vessel for any offshore installation

3. **Work overseas**
   liability in respect of any bodily injury caused outside the territorial limits but this exclusion will not apply to any employee temporarily employed elsewhere for the purpose of non manual work provided that the employee is normally resident within the territorial limits.

**Special provision**

1. **Limit of indemnity – terrorism**
   The limit of indemnity in respect of any claim against or by you or any series of claims against or by you arising directly or indirectly from a single act of terrorism will be £5,000,000 inclusive of all costs and expenses.
Section E – Legal expenses

Cover under this section is underwritten by DAS Legal Expenses Insurance Company Limited. Head and registered Office: DAS House, Quay Side, Temple Back, Bristol BS1 6NH England. Registered in England and Wales, number 103274. Website: www.das.co.uk

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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

DAS Law Limited Head and Registered Office:
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Registered in England and Wales, number 5417859. Website: www.daslaw.co.uk

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

Important Note

Please do not ask for help from a solicitor or accountant before this has been agreed by us. Costs incurred before agreement and approval by us will not be paid.

Special definitions

Appointed representative

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

Aspect enquiry

An examination by HM Revenue & Customs which considers one or more specific aspects of your self assessment and/or corporation tax return.

Costs and expenses

a) All reasonable 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 European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

b) For all other insured incidents:

The territorial limits.

Cross tax enquiry

A full enquiry which includes a review of Value Added Tax and/or Employer Compliance.

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).

Date of occurrence

a) For civil cases other than under insured incident Tax protection 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 disputes** or **employer compliance disputes** the date the dispute arises during the **period of insurance**.

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.

**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.

**Full enquiry**
An extensive examination by HM Revenue & Customs which considers all aspects of **your** tax affairs and includes a request to examine all **your** books and records. Excludes an examination limited to one or more specific aspects of **your** self assessment and/or corporation tax return. Please refer to the definition for **aspect enquiry**.

**Insured person**
**You** and the directors, partners, managers, **employees** and any other individuals declared to **us** by **you**.

**Period of insurance**
The period for which **we** have agreed to cover the **insured person**.

**Preferred law firm or tax consultancy**
A law firm, barristers’ chambers 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 the prospects that the **insured person** will:
   i) recover losses or damages or a reduction in tax or National Insurance liabilities
   ii) obtain any other legal remedy that **we** have agreed to including an enforcement of judgment
   iii) make a successful defence or make a successful appeal or defence of an appeal
       must be at least 51%.

   **We** or 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. However for appeals the prospects must be at least 51%.

**The premises**
The property or properties as stated in the schedule or certificate which are owned by **you** or are **your** responsibility and insured as declared to **us** and let under a tenancy agreement which is in writing, properly executed and containing an enforceable forfeiture clause.

**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 agree to provide the insurance described in this section for the insured person in respect of any insured incident arising in connection with the business.

Provided that:

a) reasonable prospects exist for the duration of the claim; and

b) the date of occurrence of the insured incident is during the period of insurance; and

c) any legal proceedings will be dealt with by a court or other body which we agree to within the countries covered; and

d) the insured incident happens within the countries covered.

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:

i) the most we will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is shown as the limit of indemnity stated in the schedule

ii) 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

iii) in respect of an appeal or the defence of an appeal you must tell us within the time limits allowed that you want to appeal. Before we pay the costs and expenses for appeals we must agree that reasonable prospects exist

iv) for an enforcement of judgment to recover money and interest due to you after a successful claim under this section we must agree that reasonable prospects exist

v) 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

vi) in respect of insured incident Legal defence – 6. Jury service and court attendance the most we will pay is the insured person’s net salary or wages for the time that the insured person is absent from work less any amount the court pays.

We will not pay:

1. any costs that fall outside the DAS standard terms of appointment if you decide not to use the services of a preferred law firm or tax consultancy

2. more than £1,000,000 in any one period of insurance in respect of all compensation awards payable by us

3. the first £500 of any contract dispute claim where the amount in dispute exceeds £5,000

4. more than £2,000 for claims in respect of aspect enquiries

5. the first £200 of costs and expenses of each and every claim in respect of aspect enquiries.

Insured incidents

A. Employment disputes and compensation awards

A1. Employment disputes

We will pay costs and expenses to defend your legal rights:

a) before the issue of legal proceedings in a court or tribunal following the dismissal of an employee

b) in unfair dismissal disputes under the ACAS Arbitration Scheme

c) in legal proceedings in respect of any dispute relating to:

i) a contract of employment with you

ii) an alleged breach of the statutory rights of an employee, ex-employee or prospective employee under employment legislation.
We will not pay any claim relating to:

1. a dispute where the cause of action arises within the first 90 days of the start of this section
2. a dispute with an employee under a written or oral warning (formal or informal) within 180 days immediately before the start of this section if the date of occurrence was within the first 180 days of the start of this section
3. redundancy or alleged redundancy or unfair selection for redundancy which occurs within the first 180 days of the start of this section
4. damages for personal injury or damage to property

A2. Compensation awards

We will pay:

a) any basic and compensatory award; and/or
b) an order for compensation following a breach of your statutory duties under employment legislation in respect of a claim we have accepted under insured incident 1.

Provided that:

i) in cases relating to performance and/or conduct you have throughout the employment dispute either:
   1) followed the ACAS Code of Disciplinary and Grievance Procedures
   2) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland
   3) sought and followed advice from our legal advice service (Telephone 0344 893 9022)

ii) for an order of compensation following your breach of statutory duty under employment legislation you have at all times sought and followed advice from our legal advice service since the date when you should have known about the employment dispute (Telephone 0344 893 9022)

iii) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, you have sought and followed advice from our Claims Department before starting any redundancy process or procedure with your employee (Telephone 0344 893 9022)

iv) the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by us.

A3. Employee civil legal defence

We will pay costs and expenses to defend the insured person’s (other than your) legal rights if an event arising from their work as an employee leads to civil action being taken against them:

a) under legislation for unlawful discrimination
b) 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.

A4. Service occupancy

We will pay costs and expenses to pursue a dispute with an employee or ex-employee to recover possession of premises owned by or for which you are responsible.

We will not pay any claim relating to defending your legal rights other than defending a counter-claim.
**A5. Eviction of squatters from residential premises**

We will negotiate for your civil legal rights to evict anyone who is not your tenant or ex-tenant from your premises and who has not got your permission to be there.

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

We will not pay any claim relating to a lease, a licence or tenancy of land or buildings or a claim relating to any land or buildings which are not used for residential purposes.

**B. Legal defence**

At your request we will pay costs and expenses to defend the insured person’s legal rights in the following circumstances:

**B1. Criminal pre-proceedings cover**

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.

**B2. Criminal prosecution defence**

following an event which leads to the insured person being prosecuted in a court of criminal jurisdiction provided that the criminal investigations or prosecutions arise in direct connection with the business.

**B3. Data protection and Information Commissioner registration**

a) if civil action is taken against the insured person for compensation under section 13 of the Data Protection Act 1998. We will also pay any compensation award made against the insured person under section 13 of the Data Protection Act 1998

b) in an appeal against the refusal of the Information Commissioner to register your application for registration provided that at the time of the insured incident you have registered with the Information Commissioner.

**B4. Wrongful arrest**

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

**B5. Statutory notice appeals**

in an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting the business but excluding:

a) 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

b) a Statutory Notice issued by an insured person’s regulatory or governing body.

**B6. Jury service and court attendance**

We will pay expenses in respect of an insured person’s absence from work:

a) to perform jury service

b) to attend any court or tribunal 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 not pay any claim related to prosecution due to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.
Provided that for claims under Legal defence relating to the Health and Safety at Work etc Act 1974 the countries covered will be any place where the Act applies.

Please note this exclusion applies to section B1 and B2 of the Legal Defence section.

C. Statutory licence appeal

We will represent you in an appeal to the relevant statutory or regulatory authority, court or tribunal following a decision by a 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.

We will not cover any claim relating to:

a) assistance with the application process either in relation to an original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration

b) the ownership, driving or use of a motor vehicle.

D. Contract disputes

This insured incident is an optional cover and only operative if stated in the schedule as insured.

We will negotiate for your legal rights in 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 including VAT. If the amount in dispute exceeds £5,000 including VAT you will be responsible for the first £500 of costs and expenses in each and every claim

b) if the amount in dispute is payable in instalments the instalments due and payable at the time of making the claim exceed £500 including VAT

c) if the dispute relates to money owed to you a claim under this section is made within 90 days of the money becoming due and payable.

We will not cover any claim relating to:

1. a dispute arising from an agreement entered into prior to the start of this section if the date of occurrence is within the first 90 days of the cover provided by this section

2. a) the settlement payable under an insurance policy (we will cover a dispute if your insurer refuses your claim but not for a dispute over the amount of the 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 and choses in action

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

4. a dispute which arises out of:

   a) the sale or provision of computer hardware, software, systems or services

   b) the purchase or hire of computer hardware, software, systems or services tailored by a supplier to your own specification

5. a dispute arising from a breach or alleged breach of professional duty by an insured person

6. the recovery of money and interest due from another party other than disputes where the other party indicates that a defence exists.
E. Debt recovery

This insured incident is an optional cover and only operative if stated in the schedule as insured.

We will negotiate for your legal rights in 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 including 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.

We will not cover any claim relating to:

1. any debt arising from an agreement entered into prior to the start of this section if the debt is due within the first 90 days of the cover provided by this section
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 and choses in action
   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.

F. Lease disputes

This insured incident is an optional cover and only operative if stated in the schedule as insured.

We will negotiate for your legal rights:

1) in a dispute with a tenant arising from a breach or alleged breach of the tenancy agreement which relates to the use or the maintenance of the premises, excluding repossession, recovery of money and dilapidations:

2) to obtain possession of the premises, provided that, where appropriate, all statutory and contractual notices have been correctly served by you on the tenant;

3) to recover money and interest due from a lease, licence or tenancy of the premises, including enforcement of judgment, provided that:
   i) the amount in dispute exceeds £250 and a claim is made within 90 days of the money becoming due and payable or, if it is rent that is owed, it must have been overdue for at least one calendar month
   ii) 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
   iii) where the tenant is a limited company, you must have sought and followed advice from the appointed representative before accepting payment of rent arrears
   iv) the other party does not intimate that a defence exists.

4) in a dispute relating to dilapidations to the premises, provided that:
   i) the amount in dispute exceeds £1,000
   ii) prior to the tenancy beginning, a detailed inventory, which notes the condition of all items on the inventory, is prepared by you
   iii) after the tenant has vacated the premises, a detailed Schedule of Dilapidations is prepared by you.

5) in defending any allegation of nuisance arising from the premises used solely for residential purposes.
Excluding:

1) Any claim where the cause of action arises within 90 days of the start of this cover.

2) A dispute arising from or relating to:
   i) the negotiation, review or renewal of the lease or tenancy agreement
   ii) any matter relating to service charges
   iii) rent, tax or building regulations or decisions or compulsory purchase orders or restrictions or controls placed on your material property by any government or public or local authority
   iv) any claim relating to registering rents, reviewing rents, buying the freehold of the premises or any matter that relates to rent tribunals, the leasehold valuation tribunal, land tribunals or rent assessment committees
   v) any planning application, review or decision
   vi) mining subsidence.

3) Any claim relating to:
   i) land or premises used for agricultural purposes
   ii) 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.

G. Property protection

We will negotiate for your legal rights in a civil dispute relating to material property which is owned by you or is your responsibility following:

a) any event which causes damage to such material property
b) a legal nuisance (meaning any unlawful interference with your use or enjoyment of your land, or some right over or in connection with it)
c) a trespass

provided that you have established the legal ownership or right to the land that is the subject of the dispute.

We will not cover any claim relating to:

1. a contract you have entered into
2. goods in transit or goods 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
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.
H. Personal injury

At your request we will pay 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.

We will not cover any claim relating to:
1. any 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.

I. Tax protection

1. A full enquiry or aspect enquiry.
2. A cross tax enquiry.
3. An employer compliance dispute.
4. A VAT dispute.

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.

We will not cover any insured incident:
1. arising from tax avoidance schemes
2. caused by your failure to register for Value Added Tax or Pay As You Earn
3. arising from 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. arising from import or excise duties and import VAT
5. arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

Special exclusions applicable to Section E

We will not pay for:

1. A dispute with DAS
   a dispute with us not otherwise dealt with under special condition 1

2. 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
3. Calendar date devices
   any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date

4. Costs we have not agreed
   costs and expenses incurred before our written acceptance of a claim

5. 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 and Legal defence

6. Defamation
   any claim relating to written or verbal remarks that damage the insured person’s reputation

7. Deliberate acts
   any insured incident deliberately or intentionally caused by an insured person

8. Franchise or agency agreements
   any claim relating to rights under a franchise or agency agreement entered into by you

9. Intellectual property rights
   any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements

10. Judicial review
    costs and expenses arising from or relating to judicial review, coroner’s inquest or fatal accident inquiry

11. 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

12. 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

13. Litigant in person
    any claim where an insured person is not represented by a law firm, barrister or tax expert

14. 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, 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

15. Shareholding or partnership disputes
    any claim relating to a shareholding or partnership share in the business.
Special conditions applicable to Section E

1. **Arbitration**
   If there is a disagreement between you and us about the handling of a claim and it is not resolved through our internal complaints procedure and you are a small business you can contact the Financial Ombudsman Service for help. Details available from www.financial-ombudsman.org.uk. Alternatively there is a separate arbitration process (this applies to all sizes of business). The arbitrator will be a barrister chosen jointly by you and us. If there is a disagreement over the choice of arbitrator we will ask the Chartered Institute of Arbitrators to decide.

2. **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.

3. **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.

4. **Cancelling this section**
   We can cancel this section at any time as long as we tell you at least 14 days beforehand.
   You can cancel this section at any time as long as we are told at least 14 days beforehand.

5. **Claims under this section by a third party**
   Apart from us only you may enforce all or any part of this section 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 this section in relation to any third-party rights or interest.

6. **Expert opinion**
   We may require you to obtain at your own expense an opinion from an expert that we consider appropriate on the merits of the claim or proceedings or on a legal principle. The expert must be approved in advance by us and the cost agreed in writing between you and us. Subject to this we will pay the cost of obtaining the opinion if the expert’s opinion indicates that it is more likely than not that you will:
   a) recover damages
   b) obtain any other legal remedy that we have agreed to
   c) make a successful defence.

7. **Fraudulent claims**
   We will at our discretion void this section (make it invalid) from its start date or from the date of claim or alleged claim or we will not pay the claim if:
   a) a claim the insured person has made to obtain benefit under this section is fraudulent or intentionally exaggerated
   b) a false declaration or statement is made in support of a claim.

8. **Keeping to the policy terms**
   An insured person must:
   a) keep to the terms and conditions of this section
   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.
9. Law that applies

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

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

10. 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 written consent.

b) If an insured person does not accept a reasonable offer to settle a claim we may refuse to 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 their 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.

d) Where a settlement is made on a without-costs basis we will decide what proportion of that settlement will be regarded as costs and expenses and payable to us.

11. Other insurances

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

12. Your representation

a) On receiving a claim if representation is necessary we will appoint a preferred law firm or tax consultancy or in-house lawyer 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 or our in-house lawyer 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 choose a law firm or tax expert 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 that 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.

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.

13. 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 you to.

14. Withdrawing cover

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.

Data protection

To comply with data protection regulations we are committed to processing the insured person’s 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 the insured person’s name, address and, on occasion their medical records. This is for the purpose of managing the insured person’s products and services, and this may include underwriting, claims handling and providing legal advice.
Who we are

DAS is part of DAS UK Holdings Limited (DAS UK Group). The uses of the insured person’s personal data by us and members of the DAS UK Group are covered by our individual company registrations with the Information Commissioner’s Office.

How we will use your information

We may need to send the insured person’s information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact the insured person to ask for their feedback or members of the DAS UK Group. If the insured person’s policy includes legal advice we may have to send the information outside of the European Economic Area in order to give legal advice on non-European Union law.

We will not disclose the insured person’s 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 insured person’s 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.

How to make a complaint

We always aim to give you a high quality service. If you think we have let you down, you can contact us by:

• phoning 0344 893 9013
• emailing customerrelations@das.co.uk
• writing to the Customer Relations Department I 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

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

If you are not happy with the complaint outcome or if we’ve been unable to respond to your complaint within 8 weeks, you can ask the Financial Ombudsman Service for a free and independent review of your complaint.

You 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
• writing to The Financial Ombudsman Service , Exchange Tower, London, E14 9SR.

Further information is available on their website: www.financial-ombudsman.org.uk. Using this service does not affect your right to take legal action.

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 you are unhappy with the service provided by an appointed representative the relevant complaint-handling procedure is available on request.

Helping you with your legal problems

If you wish to speak to our legal teams about a legal problem, please phone us on 0344 893 9022. We will ask you about your legal issue and if necessary call back to give legal advice.

Making a claim

If your issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, phone us on 0344 893 9022 and we will give you a reference number. At this point we will not be able to tell you whether the claim is covered or not but we will pass the information you have given us to our claims-handling teams and explain what to do next.

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 do accept the claim.
Section F – Equipment breakdown

This section is only operative if stated in the schedule.

Special definitions

Breakdown
a) The electrical or mechanical failure of equipment arising from internal causes which requires repair or replacement to enable normal operation to continue.

b) The actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary.

c) Fracturing of any part of the equipment by frost which requires repair or replacement to enable normal operation.

Equipment
Electrically and mechanically powered machinery and equipment forming part of the buildings or landlord’s contents but excluding:

a) domestic audio visual, home entertainment, laundry or kitchen equipment used in private living quarters

b) vehicles, aircraft, floating vessels or equipment mounted on such vehicle (other than recovery cranes or loading equipment), contractors’ plant or other self propelled plant (except fork lift trucks at the premises)

c) brickwork, foundations, masonry, cabinets, compartments, chimneys, insulating or refractory materials

d) sewer piping, sprinkler piping, underground vessels or piping,

e) water piping unless forming part of heating, refrigeration or air conditioning system

f) stock in trade or products of your business

g) equipment belonging to your tenants.

Explosion or Collapse
The sudden and violent rending of pressure plant by force of internal steam or other fluid pressure (other than pressure of chemical action or of ignition of the contents or of ignited flue gases) causing bodily displacement of any part of the pressure plant together with forcible ejection of its contents.

Hazardous substance
Any substance other than ammonia that has been declared to be hazardous to health by a government agency.

Incident
Damage to:

a) equipment caused by its breakdown

b) i) any item of pressure plant forming part of the equipment by its own explosion or collapse

   ii) other property belonging to you or in your custody and control directly resulting from explosion or collapse of pressure plant forming part of the equipment.
Section F1 – Equipment breakdown

Cover

1. Breakdown

In the event of damage occurring during the period of insurance to equipment caused by its breakdown we will pay you:

a) the amount of the reduction in value of the equipment that has sustained damage after deduction for wear and tear occurring prior to the damage

b) the costs for which repairs can be completed including reasonable dismantling and erection costs incurred by you and for which you are responsible

whichever is the lesser.

Except that if the damaged equipment is no more than 2 years old at the time of damage the basis on which we will calculate any claims settlement will be reinstatement provided that:

i) the cost of reinstatement is actually incurred; and

ii) the work of reinstatement is done without unreasonable delay; and

iii) if the equipment is also insured under any other policy of insurance the same basis of settlement applies under both policies.

We will also pay reasonable dismantling and erection costs incurred by you and for which you are responsible provided that our total liability does not exceed the sum insured.

The most we will pay is £250,000 any one occurrence.

2. Explosion or collapse of pressure plant

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

a) any item of pressure plant forming part of the equipment by its own explosion or collapse

b) other property belonging to you or in your custody and control directly resulting from explosion or collapse of pressure plant forming part of the equipment

we will pay you:

a) the amount of the reduction in value of the equipment that has sustained damage after deduction for wear and tear occurring prior to the damage

b) the costs for which repairs can be completed including reasonable dismantling and erection costs incurred by you and for which you are responsible

whichever is the lesser.

Except that if the damaged equipment is no more than 2 years old at the time of damage the basis on which we will calculate any claims settlement will be reinstatement provided that:

i) the cost of reinstatement is actually incurred; and

ii) the work of reinstatement is done without unreasonable delay; and

iii) if the equipment is also insured under any other policy of insurance the same basis of settlement applies under both policies.

We will also pay reasonable dismantling and erection costs incurred by you and for which you are responsible provided that our total liability does not exceed the sum insured.

The most we will pay is £250,000 any one occurrence.

The excess applicable to this section is £250 and may be amended by endorsement.
Additional cover extensions applicable to Section F1 – Equipment breakdown

1. **Expediting expenses**

   We will pay reasonable expenses agreed by us in writing in making temporary repairs and expediting permanent repair including overtime working and the use of rapid transport in consequence of damage for which you are covered by this section of the policy.

   The most we will pay under this additional cover extension is £20,000 in any one period of insurance.

2. **Hazardous substances**

   We will pay for damage to equipment caused by sudden and unforeseen contamination by a hazardous substance including additional expenses incurred to clean up or dispose of the equipment.

   The most we will pay under this additional cover extension is £10,000 in any one period of insurance.

3. **Loss avoidance measures**

   We will pay for reasonable costs necessarily incurred by you in taking exceptional measures to
   a) prevent imminent damage
   b) minimise further loss following damage to equipment

   that would be covered under this section.

   Provided that:
   i) we are satisfied that damage has been avoided or mitigated as a result of these measures and in all probability the costs incurred are less than the amount of damage avoided or mitigated
   ii) the most we will pay under this additional cover extension is £5,000 in any one period of insurance.

Section F2 – Loss of rental income following equipment breakdown

**Cover**

In the event of any incident occurring at the premises during the period of insurance which causes interruption of or interference with the business at the premises we will pay you the amount of loss resulting from that interruption or interference during the indemnity period.

We will pay you:

a) the shortfall in actual rent receivable during the indemnity period compared to the rent receivable we assess you would have earned at the premises during the indemnity period had the incident not occurred

b) reasonable extra expenses that you necessarily incur in order to reduce the loss of rent receivable during the indemnity period but not exceeding the loss of rent receivable described in a) that is avoided as a direct result of such expenditure.

c) professional accountants’ charges.

We will take into account in calculating the payment:

i) any savings during the indemnity period from business expenses payable out of rent receivable which stop or are reduced as a result of the incident

ii) any rent receivable you earn from conducting the business elsewhere during the indemnity period.

The most we will pay is the limit stated in the schedule under Section B Loss of rental income and alternative accommodation.
Special exclusions

This section does not cover:

1. **Consequential loss**
   in respect of section F1, any financial loss, **damage**, cost, expense, fine or penalty not directly associated with the incident that caused you to claim

2. **Excluded parts**
   in respect of section F1 **damage** to and in respect of section F2 loss resulting from **damage** to:
   a) glass and non-metallic parts
   b) any device for safety or protection when it operates for that purpose
   c) bulbs, thermionic valves, heating elements, photo-electric cells, transistors, batteries, liquid crystal and plasma displays, cathode ray tubes and similar apparatus
   d) track rails, wear plates, cutting edges, crushing, grinding or hammering surfaces, cutting, shaping or drilling tools and the like, bands, belts or any part requiring periodic renewal
   e) trailing cables, tyres or attachments unless accompanied by **damage** to other **equipment**

3. **Gradually operating causes**
   the cost of rectifying or making good or **business interruption** arising from:
   a) wear and tear, gradually developing defects, flaws, deformation, distortion, cracks or partial fractures, loose parts, defective joints or seams
   b) any form of corrosion or erosion however arising

4. **Inadequate maintenance, modifications and non-compliance with recall notices**
   **damage** or **business interruption** arising from:
   a) non-compliance by **you** with the maintenance requirements specified by the **equipment** manufacturer or supplier
   b) modifications to that item beyond the specifications laid down by its manufacturer
   c) non-compliance by **you** with a recall notice issued by the **equipment** manufacturer or supplier

5. **Installation, testing and maintenance**
   in respect of section F1 **damage** to any item of **equipment** and in respect of section F2 loss resulting from **damage** to any item of **equipment**:
   a) which has not successfully completed its performance acceptance tests
   b) occurring within 28 days of its initial installation at the **premises**
   c) which at the time of its occurrence is undergoing a hydraulic test or any form of testing involving abnormal stresses or intentional overloading
   d) caused by the application of any tool or process in the course of its maintenance, inspection, repair, alteration, modification or overhaul

6. **Maintenance, guarantee, rental, hire tenancy and lease agreements**
   **damage** or **business interruption** for which:
   a) any manufacturer, supplier, agent or maintenance undertaking is responsible under the terms of a guarantee or maintenance agreement
   b) **you** are relieved of responsibility under any rental, hire, tenancy or lease agreement.
Special provisions

1. Current cost accounting adjustments
   For the purposes of the definitions and special definitions any adjustment implemented in current cost accounting will be disregarded.

2. Obsolete or foreign plant
   In the event of a claim in respect of equipment which is obsolete or of foreign manufacture and for which replacement parts cannot be supplied by the makers from stock our liability will be limited to the price of corresponding parts of current equipment of similar size and type together with the estimated cost of installing them.

3. Value Added Tax
   To the extent that you are accountable to the tax authorities for Value Added tax all terms in this policy will be exclusive of such tax.

Special condition

1. Precautions
   You will exercise due diligence in:
   a) complying with any statute or order
   b) ensuring that all equipment and pressure plant are properly maintained and used in accordance with manufacturer’s recommendations.
Section G – Terrorism

This section is only operative if stated in the schedule.

Special definitions

Computer system
A computer or other equipment or component or system or item which processes, stores, transmits or receives data.

Data
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.

Denial of service attack
Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or computer systems.

Denial of service attacks include but are not limited to the generation of excess traffic into the network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other computer systems.

Hacking
Unauthorised access to any computer system whether your property or not.

Phishing
Any access or attempted access to data made by means of misrepresentation or deception.

Terrorism
Any act or 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.

Virus or similar mechanism
Program code, programming instruction or any set of instructions intentionally constructed with the ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer systems, data or operations, whether involving self-replication or not.

Virus or similar mechanism includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.
Section G1 – Certified terrorism

In the event that:

a) Her Majesty’s Government or Her Majesty’s Treasury or any successor relevant authority issue a certificate certifying an event or occurrence to have been terrorism; or

b) Her Majesty’s Government or Her Majesty’s Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence to have been terrorism and that refusal is reversed by the decision of a validly constituted tribunal

we will pay you the amount of the loss in respect of:

i) damage to property insured under Section A

ii) business interruption insured under Section B

caused by or arising from terrorism.

We will settle your claim in accordance with the Claims conditions.

Provided that:

1) the damage and/or business interruption occurs in England, Wales or Scotland but not the territorial seas adjacent to them as defined by the Territorial Sea Act 1987 and not Northern Ireland, the Channel Islands or the Isle of Man

2) in any action, suit or other proceedings where we allege that any damage or business interruption is not covered under Section G1 the burden of proving that the damage or business interruption is covered will fall upon you.

Excluding:

A) any losses whatsoever:

a) occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

b) directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:

i) damage to or the destruction of any computer system; or

ii) any alteration, modification, distortion, erasure or corruption of data

in each case whether your property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from virus or similar mechanism, hacking, phishing or denial of service attack

Proviso to exclusion A) b)

save that covered loss otherwise falling within this exclusion A) b) will not be treated as excluded by exclusion A) b) solely to the extent that such covered loss:

i) results directly (or, solely as regards ii) 3) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any computer system; and

ii) comprises:

1) the cost of reinstatement, replacement or repair in respect of damage to or destruction of property insured; or

2) the amount of business interruption loss suffered directly by you by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either damage to or destruction of property insured or as a direct result of denial, prevention or hindrance of access to or use of the property insured by reason of terrorism causing damage to other property within one mile of the property insured to which access is affected; or

3) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of property and any additional costs or charges reasonably and necessarily paid by you to avoid or diminish such loss
and

iii) is not caused by or arising from terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

iv) for the purposes of this Proviso

1) The meaning of ‘property’ shall exclude:

A) any money (including money), currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever; and

B) any data.

2) ‘Covered loss’ means all losses arising as a result of damage to or the destruction of property caused by or arising from terrorism.

v) Notwithstanding the exclusion of data from property, to the extent that damage to or destruction of property within the meaning of sub-paragraph ii) above indirectly results from any alteration, modification, distortion, erasure or corruption of data, because the occurrence of one or more of the matters referred to in sub-paragraph i) above results directly or indirectly from any alteration, modification, distortion, erasure or corruption of data, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such property and otherwise falling within sub-paragraphs i) and ii) 1) or 2) nor any loss, cost or charges otherwise falling within sub-paragraphs i) and ii) 3) above from being recoverable under this section.

In no other circumstances than the previous sentence, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of data be recoverable under this section

B) any type of property which has been specifically excluded under Sections A or B of this policy

C) any nuclear installation or nuclear reactor and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve the nuclear installation or nuclear reactor.

Save for the exclusions listed above no other exclusions applicable to Sections A or B will apply to the insurance under Section G1. All the other terms, definitions, provisions and conditions of said sections including but not limited to any excess or deductible to be borne by you will apply to the insurance under Section G1 except for:

1) any Long Term Agreement applying to this policy

2) any terms which provide for adjustments of premium based upon declarations on expiry or during the period of insurance

3) any extension of premises to locations outside England and Wales and Scotland.

Section G2 – Uncertified terrorism

In the event that:

a) Her Majesty’s Government or Her Majesty’s Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence to have been terrorism; and

b) the refusal is upheld by the decision of a validly constituted tribunal

general exclusion 5 of this policy will not apply to Sections A or B in respect of the event or occurrence.

Provided that:

i) the event or occurrence and the damage to property insured and/or business interruption that result from it occurs in England, Wales or Scotland but not the territorial seas adjacent to them as defined by the Territorial Sea Act 1987 and not Northern Ireland, the Channel Islands or the Isle of Man

ii) other than to the extent they are altered by proviso i) of Section G2 all the terms, definitions, exclusions (except general exclusion 5), provisions and conditions applicable to Sections A and B will apply to Section G2.
General exclusions

The following exclusions do not apply to Sections D – Employers’ liability or E – Legal expenses. Otherwise they apply to the remainder of this policy except as stated below. Other special exclusions that may be applicable to a section of cover will be set out in the section of cover.

This policy does not cover:

1. **Date related performance and functionality**
   loss or **damage**, consequential loss, additional expenditure or extra expenses, legal liability, 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:
   a) 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
   b) any data processing system responding to or dealing in any way with:
      i) any data denoting a calendar date or dates as if the data did not denote a calendar date
      ii) any data not denoting a calendar date or dates as if the data denoted a calendar date
   whether the data processing system is your property or not but in respect of all insurances other than Section C – Property owners’ public and products liability this will not exclude subsequent **damage** or consequential loss, additional expenditure or extra expenses not otherwise excluded 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 provided there is evidence of physical force or violence, theft or attempted theft, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any vehicle or by goods falling from them or by any animal if covered by this policy

2. **Electronic risks**
   Not applicable to Section C – Property owners’, public and products liability
   a) **damage** caused by virus or similar mechanism or hacking or denial of service attack to any computer or other equipment, component, system or item which processes, stores, transmits, retrieves or receives data or any part thereof whether tangible or intangible including but without limitation any information, programs or software and whether the property is insured or not
   b) **business interruption** directly or indirectly caused by or arising from virus or similar mechanism or hacking or denial of service attack but this will not exclude subsequent **damage** or **business interruption** insured under this policy 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 provided there is evidence of physical force or violence, theft or attempted theft, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any vehicle or by goods falling from them or by any animal if covered by this policy

3. **Northern Ireland civil commotion**
   Not applicable to Section C – Property owners’ public and products liability
   **damage** or **business interruption** in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion

4. **Nuclear and war risks, government or public authority order and sonic bangs**
   death, injury, disablement or loss or **damage** to any property or any loss or expense resulting or arising from or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or 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 exclusion d) 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
   e) i) war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power
      ii) nationalisation, confiscation, requisition, seizure or destruction by any government or public authority
   f) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
5. Terrorism

Not applicable to Section C – Property owners’, public and products liability

loss, **damage**, consequential loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with **terrorism**.

In any action or suit or other proceedings where we allege that by reason of this exclusion cover is not provided under this policy the burden of proving that cover is provided under this policy will be upon you.
The following conditions apply to the whole policy except Section E – Legal expenses. Other special conditions that may be applicable to a section of cover will be set out in the section of cover.

1. Alteration
   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 7 – Fair presentation of the risk but only with effect from the date of the change in circumstances or material facts.

   You should keep a record (including copies of letters) of all information supplied to us in connection with this insurance.

2. Arbitration
   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 prior to the arbitrator having reached a decision.

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

   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).

   If this 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. If you are paying by instalments and you have made a claim you must still pay us the balance of the full annual premium. If you do not do this we may take the balance of any outstanding premium from any claim payment we are making to you subject to the Consumer Credit Act 1974 if it applies.

4. 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 this 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. If you are paying by instalments and you have made a claim you must still pay us the balance of the full annual premium. If you do not do this we may take the balance of any outstanding premium from any claim payment we are making to you.

5. Compulsory insurance
   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.

6. Contractual right of renewal (tacit)
   If you pay the premium to us using our Direct Debit instalment scheme we will have the right which we may choose not to exercise to renew this policy each year and continue to collect premiums using this method. We may vary the terms of this policy including the premium at renewal. If you decide that you do not want us to renew this policy provided you tell us or your broker or insurance intermediary prior to the next renewal date we will not renew it.
7. Fair presentation of the risk
   a) At inception and renewal of this policy and also whenever changes are made to it at your request you must:
      i) where you have taken out this policy for purposes which are wholly or mainly related to your trade, business or profession, disclose to us all material facts in a clear and accessible manner and not misrepresent any material facts, and
      ii) where you have taken out this policy for purposes which are wholly or mainly unrelated to your trade, business or profession, take reasonable care not to 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.

8. Fraudulent claims
   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.
9. **Legal representatives**

If you die we will insure your legal personal representatives for any liability you had previously incurred under this policy provided that they keep to the terms of this policy.

10. **Payment by instalments**

Where we refer in this policy to the payment of premiums this will include payment by monthly instalments. If you pay by this method this policy remains an annual contract. The date of payment and the amount of the instalment are governed by the terms of the credit agreement. If an instalment is not received by the due date then subject to the Consumer Credit Act 1974 if it applies the credit agreement and this policy will be cancelled immediately.

11. **Reasonable care**

You will take any 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.

12. **Sanctions**

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.
Claims conditions

The following conditions apply to the whole policy except Section E – Legal expenses.

1. Claim notification
   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 any 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 B – Loss of rental income
      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. Claim settlement
   We will 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 will do so in a reasonable manner but not necessarily to its exact previous condition or appearance. We will not spend on any one item more than its sum insured.

3. Negotiation or settlement
   You must not admit, deny, negotiate or settle any claim without our written consent.

4. Other insurance
   If at the time of the claim there is any other policy covering the same property or occurrences insured under this policy we will be liable only for our proportionate share. If any other policy has a provision preventing it from contributing in like manner then our share of the claim will be limited to the proportion that the sum insured bears to the value of the property insured.

5. Right of entry
   We have the right to enter the buildings where the damage has happened and to take and keep any of the property insured and to deal with salvage in a reasonable manner.

6. Salvage
   We have the right to the salvage of any insured property.

7. Section A – Material damage reinstatement
   a) In respect of each item on buildings and landlord’s contents’ we will pay the cost of reinstatement of the damaged part of the property insured.
      Provided that:
      i) the cost of reinstatement is actually incurred; and
      ii) the work of reinstatement is done without unreasonable delay
      iii) if the property insured is also insured under any other policy the same basis of settlement applies under both policies.
      Where provisos i), ii) or iii) are not complied with we will pay you the lesser of:
      1) the amount of reduction in value of the property insured caused by its damage after deducting for wear and tear occurring before the damage
      2) the cost for which repairs could have been completed.
      The amount we pay will be adjusted for:
      i) underinsurance where applicable; and
      ii) the excess.

8. Subrogation rights
   We are entitled to:
   a) take the benefit of your rights against another person prior to or after we have paid a claim
   b) take over the defence or settlement of a claim against you by another person.
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.

You can also contact them as follows:


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

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

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

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