



IMPORTANT NOTICE TO POLICYHOLDERS OFFICE AND SURGERIES POLICY

This notice attaches to and forms part of Your policy

This Notice refers to changes to the terms and conditions of your policy. These changes are effective from the renewal date shown in the schedule, if this is on or after 1st January 2016.

All of the changes we have made are detailed in the policy wording or policy schedule, a copy of which is available from your broker, or from us, on request.

If you have any questions regarding the contents of this Important Notice, or the enclosed policy documentation, you should contact your broker immediately.

The changes relate to the following sections:

Definitions

We or Us or Our is replaced by

We or Us or Our

Towergate Underwriting Group Ltd trading as Towergate Underwriting on behalf of the following insurers

Legal Expenses Section

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

DAS Head and Registered Office: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

Registered in England and Wales, number 103274. Website: www.das.co.uk

DAS Law Limited Head and Registered Office: DAS Law Limited, North Quay, Temple Back, Bristol, BS1 6FL.

Registered in England and Wales, number 5417859. Website: www.daslaw.co.uk.

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

All Other Sections

Allianz Insurance plc. Registered in England number 84638.

Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom.

Allianz Insurance plc is a member of the Association of British Insurers.

Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 121849

Policy Conditions

4. Cancellation

Now updated to include instances when you may cancel your policy, and when we may cancel your policy.



Terrorism Insurance (where applicable)

Definitions

The following Definitions have been added -

- Business Interruption
- Damage
- Event
- General Policy Cover
- Nuclear Installation
- Nuclear Reactor
- Phishing
- Property Insured
- Territorial Limits

The following Definitions have been deleted –

- Excess or Excesses
- Private Individuals
- Residential Property

Cover

The "Cover" section has been re-worked.

Basis of Settlement

The "Basis of Settlement" section has been added.

Conditions

The Conditions section has been re-worked.

Exceptions

The Exceptions section has been re-worked.

Exceptions

"Phishing" is excluded.

Nuclear Installation or Nuclear Reactor is excluded.

Conditions Precedent

Conditions Precedent has been deleted



Legal Expenses Insurance

“aspect enquiry”, “cross-tax enquiry” and “full enquiry” have been replaced with “tax enquiry”.

Croatia has been deleted from “countries covered”.

What we will pay

Has been amended to include -

The amount we will pay a law firm (where acting as an appointed representative), is currently £100 per hour. This amount may vary from time to time.

What is covered

Employment disputes and compensation awards

1. Employment Disputes

Costs and expenses extended to include where an employee or ex-employee had contacted ACAS to commence the Early Conciliation procedure.

Conditions

1. Your representation - has been amended to read

(c) If you choose a law firm as your appointed representative who is not a preferred law firm or tax consultancy, we will give your choice of law firm the opportunity to act on the same terms as a preferred law firm or tax consultancy.

However if they refuse to act on this basis, the most we will pay is the amount we would have paid if they had agreed to the DAS Standard Terms of Appointment.

The amount we will pay a law firm (where acting as an appointed representative), is currently £100 per hour. This amount may vary from time to time.

This list is not exhaustive and you should read through the policy wording, schedule and any applicable endorsements to ensure that the terms and conditions continue to meet your requirements.

Towergate Underwriting

The Octagon, Middleborough, Colchester CO1 1TG

Towergate Underwriting is a trading name of Towergate Underwriting Group Limited. Registered in England No. 4043759

Registered Office Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN.

Authorised and regulated by the Financial Conduct Authority.

5477/153/NTP/09.15

POLICY WORDING

Offices & Surgeries Policy





Townergate Underwriting Offices & Surgeries Insurance Policy

Useful Information

How to make a claim

If You need to make a claim, please contact Your insurance broker. If You need to make a claim outside of office hours please telephone Our claims line on 0344 892 0967.

Please have Your policy number to hand when calling.

Glass Replacement Service

A quick and efficient repair/replacement service is available 24 hours a day. Please telephone 0333 003 3388.



Contents

Your policy is made up of individual Sections. The booklet should be read together with Your current Schedule for precise details of Your insurance protection. We have also included in the booklet details of what to do if You have a complaint.

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Policy Information

(not forming part of Your policy)

Thank you for choosing Towergate Underwriting to arrange this insurance.

Towergate Underwriting is a trading name of Towergate Underwriting Group Limited.

This is your Offices and Surgeries' policy, setting out your insurance protection in detail.

Please read it carefully to make sure that it meets your requirements and that the details on the policy Schedule are correct.

Your premium has been based upon the information shown in the policy Schedule and recorded in your statement of fact.

If after reading your policy you have any questions, please contact your insurance adviser.



Policy Introduction

Your policy is a contract between Us, the insurers, and You, the Policyholder. The statement of fact and declaration which You have accepted will be the basis of the contract.

In return for You having paid or agreed to pay the premium, We will indemnify You by payment or, at Our option, by reinstatement or repair, in respect of loss, destruction, damage, accident or injury occurring or other insured contingency arising during the Period of Insurance, subject to the terms, conditions and exceptions contained in the policy.

Clive Nathan
Chief Executive Underwriting
Towergate Underwriting
Towergate Underwriting Group Limited
for and on behalf of the Insurers

Important

This policy is a legal contract. You must tell Us about any facts or changes which affect Your insurance and which have occurred either since the policy started or since last renewal date.

If You are not sure whether certain facts are relevant please ask Your insurance adviser. If You do not tell Us about relevant changes, Your policy may not be valid or the policy may not cover You fully.

You should keep a written record (including copies of letters) of any information You give Us, or Your insurance adviser, when You renew this policy.

Towergate Underwriting
The Octagon
Middleborough
Colchester
Essex CO1 1TG



Choice of Law

The appropriate law as set out below will apply unless You and Us agree otherwise:

1. The law applying to that part of the United Kingdom, Channel Islands or the Isle of Man in which You normally live or (if applicable) the first named Policyholder lives; or
2. In the case of a business, the law applying to that part of the United Kingdom, Channel Islands or the Isle of Man where it has its principal place of business; or
3. Should neither of the above be applicable, the law of England and Wales will apply.



Policy Definitions

(not applicable to the Legal Expenses Insurance Section)

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the policy, except for headings and titles.

Each Section of the policy contains definitions which apply to that particular Section and they must be read in conjunction with the following Policy Definitions.

Building or Buildings

Buildings including outbuildings, landlord's fixtures and fittings, boundary walls, gates, fences, hedges, terraces, drives and footpaths.

Computer and Electronic Equipment

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware and any electrical equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and, or similar devices, whether physically or remotely connected thereto.

Condition Precedent

A condition which must be complied with before We are liable for a claim.

Cyber Vandal

The person or persons, whether identified or not, responsible for, or involved with, creating a Virus or Similar Mechanism or a Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

Data

All information which is

- (1) electronically stored or
- (2) electronically represented or
- (3) contained on any current and back-up disks, tapes or other materials or devices used for the storage of data,

including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.

Data Storage Materials

Any materials or devices used for the storage or representation of Data, including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.

Denial of Service Attack

(not applicable to the Terrorism Insurance Section)

Any actions or instructions with the ability to damage, interfere with or otherwise affect the availability of Computer and Electronic Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non genuine traffic within, between or amongst networks.

Employee

Any person who is

- (1) under a contract of service or apprenticeship with You
- (2) borrowed by or hired to You
- (3) a labour master or supplied by a labour master
- (4) employed by labour only sub-contractors
- (5) self employed
- (6) under a work experience or training scheme
- (7) regarded as being in Your employment under the terms of any contract or agreement
- (8) a voluntary helper

while working under Your control in connection with The Practice

- (9) an outworker or homemaker when engaged in work on Your behalf in connection with The Practice.

Endorsement or Endorsements

An alteration to the terms of the policy.

Excess or Excesses

The amount or amounts shown in Your policy or the Schedule which We deduct from each and every claim. You will repay any such amount paid by Us.

Failure

Any partial or complete reduction in the

- (1) performance or
- (2) availability or
- (3) functionality or
- (4) ability to recognise or process any date or time of any
 - (a) Computer and Electrical Equipment
 - (b) electronic means of communication
 - (c) website.



General Stock

Stock in Trade belonging to You or held by You in trust for which You are responsible.

Loss of Data

(not applicable to the Computer Breakdown Section)

Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including but not limited to Loss of Data resulting from loss or damage to Computers and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

Malicious Contingency

- (1) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances.
- (2) malicious persons other than thieves and Cyber Vandals.

Money

Current

- (1) coin, bank and currency notes
- (2) postal and money orders, bankers' drafts, cheques and giro cheques
- (3) crossed warrants, bills of exchange and securities for money
- (4) postage, revenue, national insurance and holiday with pay stamps
- (5) national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions
- (6) credit company sales vouchers, luncheon vouchers, trading stamps, gift tokens and consumer redemption vouchers
- (7) VAT invoices.

Other Contents

Trade fixtures, fittings, utensils and all other contents belonging to You or held by You in trust for which You are responsible.

Period of Insurance

(not applicable to the Legal Expenses Insurance Section)

From the effective date until the expiry date shown in the Schedule and any subsequent period for which We accept payment for renewal of this policy.

Property Insured

Property Insured as detailed in the Schedule.

Schedule

The document which specifies details of the Policyholder, The Premises, Property Insured, Sums Insured and limits and any Excess(es), Additional Clauses, Endorsements and other terms and conditions applying to the policy.

Tenants Improvements

Tenants alterations, improvements and decorations owned by You or for which You are responsible.

The Business

Activities directly connected with The Business described in the statement of fact and specified in the Schedule.

The Premises

The Premises as stated in the statement of fact and specified in the Schedule.

Unoccupied

Unoccupied shall mean Buildings that are empty, untenanted or no longer in active use.

Virus or Similar Mechanism

Any program code, programming instruction or any set of instructions with the ability to damage, interfere with or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including but not limited to trojan horses, worms and logic bombs.

We or Us or Our

Towergate Underwriting Group Ltd trading as Towergate Underwriting on behalf of the following insurers

(1) In respect of all Sections other than Legal Expenses Insurance Section

Allianz Insurance plc. Registered in England number 84638. Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom.

Allianz Insurance plc is a member of the Association of British Insurers. Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Financial Services Register number 121849.

(2) Legal Expenses Section

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

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DAS Law Limited Head and Registered Office: DAS Law Limited, North Quay, Temple Back, Bristol, BS1 6FL. Registered in England and Wales, number 5417859. Website: www.daslaw.co.uk

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

You or Your or Policyholder

The person, persons, company, companies, partnership, partnerships or unincorporated association named in the Schedule as Policyholder.



Asset Protection Insurance

Property Damage Section

Definitions

(also refer to the Policy Definitions at the front of the booklet)

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Damage

Accidental loss, destruction or damage.

Defined Contingency

- (1) fire
- (2) lightning or earthquake
- (3) explosion
- (4) aircraft
- (5) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
- (6) malicious persons other than thieves
- (7) storm or flood
- (8) escape of water from any tank, apparatus or pipe
- (9) falling trees, radio or TV aerials
- (10) impact
- (11) leakage of fuel
- (12) theft or attempted theft.

Property Damage Excess

The amount (or amounts) shown in the Schedule which We will deduct from each and every claim at each separate premises after the application of Average. See Policy Condition 3.

Cover

We will indemnify You in respect of Damage to the Property Insured at The Premises.

The Sum Insured under each item is subject to Average. See Policy Condition 3.

Exceptions

We will not indemnify You in respect of

- (1) Damage caused by or consisting of
 - (a) an existing or hidden defect in the property
 - (b) gradual deterioration or wear and tear
 - (c) frost or change in the water table level
 - (d) faulty design of the Property Insured or faulty materials used in its construction
 - (e) faulty workmanship, operating error or omission by You or any Employee

(f) the bursting of

- (i) a boiler
- (ii) other equipment

where the internal pressure is due to steam only and belongs to You or is under Your control.

However, We will indemnify You in respect of any subsequent Damage which results from a cause not otherwise excluded.

(2) Damage caused by or consisting of

- (a)
 - (i) corrosion, rust or rot
 - (ii) shrinkage, evaporation or loss of weight
 - (iii) dampness or dryness
 - (iv) scratching
 - (v) vermin or insects
- (b) change in
 - (i) temperature
 - (ii) colour
 - (iii) flavour
 - (iv) texture or finish
- (c)
 - (i) nipple or joint leakage or failure of welds
 - (ii) cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associated piping

(d) mechanical or electrical breakdown of the Property Insured.

However, We will indemnify You in respect of

- (i) Damage not otherwise excluded which itself results from a Defined Contingency or any other accidental cause
 - (ii) any subsequent Damage which itself results from a cause not otherwise excluded
- (3) Damage caused by pollution or contamination
- However, We will indemnify You in respect of Damage, not otherwise excluded, to the Property Insured caused by
- (a) pollution or contamination which results from a Defined Contingency
 - (b) a Defined Contingency which results from pollution or contamination.
- (4) Damage caused by or consisting of
- (a) in respect of Buildings only, subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe
 - (b) normal settlement of new structures
 - (c) acts of fraud or dishonesty



- (d) (i) disappearance
- (ii) unexplained or inventory shortage
- (iii) misfiling, misplacing of information or clerical error.

(5) Damage to

- (a) gates
- (b) fences
- (c) moveable property in the open

by

- (i) wind
- (ii) rain, hail, sleet or snow
- (iii) flood
- (iv) dust.

(6) Damage by fire to the Property Insured resulting from its undergoing any process involving the application of heat.

(7) Damage to the Property Insured resulting from its undergoing any process of

- (a) production or packaging
- (b) treatment, testing or commissioning
- (c) servicing or repair.

However, We will indemnify You in respect of this Damage if it is caused by fire or explosion.

(8) Damage while the Building is Unoccupied caused by

- (a) escape of water from any tank, apparatus or pipe
- (b) malicious persons.

However, We will indemnify You in respect of this Damage if it is caused by fire or explosion.

(9) Damage to

- (a) china, earthenware, marble or other fragile objects (not including stock in trade)
- (b) a structure caused by its own collapse or cracking.

However, We will indemnify You in respect of this Damage if it results from a Defined Contingency and is not otherwise excluded.

(10) Damage to

- (a) property in the course of construction including materials for use in the construction
- (b) (i) livestock
- (ii) growing crops or trees

unless specifically stated as insured in the Schedule.

(11) Damage caused by theft or attempted theft

- (a) where You or Your partners, directors or Employees or any member of Your household is involved
- (b) from any building or part of any building not capable of being locked

- (c) from the open or from any yard, compound, garden or car park forming part of The Premises.

(12) Damage to property more specifically insured

(13) The Property Damage Excess

(14) Consequential loss or damage of any kind.

Cover Extension

(1) Glass Extension

We will indemnify You in respect of

- (a) breakage (including the cost of boarding up) of glass at The Premises
- (b) (i) Damage to
 - contents of display windows
 - window and door frames
- (ii) the cost of removing and reinstating obstructions to replacing glass
- (c) breakage of fixed
 - (i) washhand basins, pedestals, baths, sinks
 - (ii) lavatory bowls, bidets, cisterns
 - (iii) shower trays, splashbacks
- (d) damage to lettering or other ornamentation work and alarm foil on glass at The Premises.

The maximum that We will pay in respect of item b (i) and (ii) is £2,000 in the aggregate.

The maximum that We shall pay in respect of item (d) is £1,000 in the aggregate.

We will not indemnify You in respect of

- (1) breakage of glass in
 - (a) light fittings
 - (b) signs
 - (c) vehicles
 - (d) vending machines
- (2) breakage
 - (a) to Stock in Trade or goods in trust
 - (b) while The Premises are Unoccupied
 - (c) in transit or while being fitted
 - (d) caused by workmen carrying out alterations or repairs to The Premises.
- (3) the Property Damage Excess.

(2) Subsidence Extension

Applicable only if stated in the Schedule.

We will indemnify You in respect of Damage to the Property Insured at The Premises caused by subsidence of, or ground heave of the site of the Property Insured or landslip.



We will only indemnify You in respect of Damage to

- (a) forecourts, car parks, driveways, footpaths, swimming pools, terraces or patios
- (b) walls, gates, hedges or fences if
 - (i) such property is specifically insured by this Section and
 - (ii) Damage also occurs to the Building to which such property applies and that Building is insured by this Section.

We will not indemnify You in respect of

- (1) Damage caused by
 - (a) collapse, cracking, shrinking or settlement of any building
 - (b) coastal or river erosion
 - (c) defective design or inadequate construction of foundations
 - (d) demolition, structural alteration or repair
 - (e) settlement or movement of made up ground.
- (2) Damage as a result of movement of solid floor slabs

However, We will indemnify You if there is Damage to the foundations beneath the exterior walls of The Premises at the same time.
- (3) the Subsidence Excess.

Clauses

The following clauses apply to both the Buildings and Contents items where insured.

(1) Automatic Reinstatement of Sum Insured

The Sums Insured stated in the Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary.

You must pay the additional premium required to reinstate the Sums Insured.

(2) Construction and Occupation of the Buildings

Unless otherwise stated in the Schedule the Buildings are

- (a) constructed of brick, stone, concrete or other non combustible materials
- (b) roofed with slates, tiles, concrete, metal or asbestos
- (c) occupied for the sole purpose of The Business and otherwise only as a private dwelling.

(3) Transfer of Interest

If at the time of Damage to a Building insured under this Section, You have entered into a contract to sell Your interest in it, but

- (a) the contract has not yet been completed
- (b) the Building has not yet been insured by or on behalf of the purchaser

and the purchase is subsequently completed, We will indemnify the purchaser to the extent that this Section insures that Building.

This will not affect either Your or Our rights and liabilities up to the date of completion of the purchase.

(4) Basis of Claim Settlement

- (a) If Property Insured other than Business Records, General Stock, Employees' pedal cycles or personal belongings is destroyed We will pay for its rebuilding or replacement by similar property in a condition as good as, but not better than or more extensive than, its condition when new.

If such property is only partially destroyed, We will pay for replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new. However, We will not pay more than We would have done if the property had been completely destroyed.

- (b) The property may be replaced on another site and in a manner suitable to Your needs, but this must not increase Our liability.
- (c) All work must begin and be carried out as quickly as possible.
- (d) If at the time of rebuilding or replacement 85% of the cost which would have been required to replace the whole of the Property Insured under that item is greater than the Sum Insured at the time the Damage occurred You will be liable to pay a proportionate share of the loss.
- (e) We will not pay under this Clause
 - (i) until You have incurred the cost of replacing or repairing the property
 - (ii) if You, or someone acting on Your behalf have insured the property under another policy which does not have a similar basis of reinstatement
 - (iii) if You do not comply with any of the terms of this Clause.

(5) Professional Fees

The Sum Insured for each Building item, includes an amount for professional fees necessarily incurred in reinstating or repairing the Property Insured, following Damage insured under this Section.

We will not indemnify You in respect of fees

- (a) more specifically insured
- (b) incurred in preparing a claim.

(6) Debris Removal

The Sum Insured for each item, except on General Stock and materials in trade, includes costs and expenses You incur, with Our consent, for

- (a) removal of debris
- (b) dismantling or demolishing
- (c) shoring up or propping

of the parts of the property which have suffered Damage insured under this Section.

We will not indemnify You in respect of costs and expenses

- (a) incurred in removing debris from anywhere other than the site of the Damage and the area adjacent to it
- (b) arising from pollution or contamination of property not insured under this Section
- (c) more specifically insured.



(7) Temporary Removal

We will indemnify You in respect of Damage as insured under this Section to the Property Insured, while temporarily removed elsewhere or in transit anywhere in Europe and for up to 30 days in each Period of Insurance, anywhere in the world.

- (a) £1,000 in respect of computer system records, books, deeds, manuscripts, plans, drawings or documents
- (b) £5,000 in respect of any other Property Insured.

The maximum We will pay is subject to a maximum of 20% of the Sum Insured.

We will not indemnify You in respect of Damage caused

- (a) by theft or attempted theft from any unattended vehicle where
 - (i) all doors and windows have not been locked
 - (ii) the vehicles are not garaged in a locked building or locked and secured in a fully enclosed yard or compound when left overnight
- (b) to property in any soft topped, open topped or open sided vehicle by storm or malicious persons or theft or attempted theft.

(8) Underground Services

Where We provide indemnity in respect of Your Buildings, or You are liable as tenant, We will indemnify You in respect of accidental damage to underground

- (a) pipes
- (b) cables

which extend from the Buildings to the public mains.

We will not indemnify You in respect of

- (1) the cost of maintenance
- (2) accidental damage caused by
 - (a) (i) gradual deterioration or wear and tear
 - (ii) corrosion, rust, rot or fungus
 - (iii) vermin or insects
 - (iv) atmospheric or climatic conditions
 - (v) normal settlement or shrinkage
- (b) faulty workmanship, defective design or the use of defective materials.

(9) Changing Locks

We will pay for the cost of changing locks at The Premises if keys are lost from

- (a) The Premises
- (b) Your home
- (c) the home of any authorised Employee

following theft or attempted theft

or

whilst in Your custody or that of an Employee following theft or attempted theft involving violence or threat of violence to You or an Employee.

If the keys belong to a safe they must be

- (i) removed from The Premises overnight
- (ii) kept in a secure place away from the safe when You or an Employee occupies The Premises.

The maximum We will pay for any one loss is £1,500.

(10) Theft Damage to Buildings

We will indemnify You in respect of Damage to Buildings at The Premises for which You are responsible caused by theft or attempted theft. Our liability will not exceed the total Sum Insured under this Section.

(11) Loss of Metered Water

We will pay for charges that You are responsible for, if water is accidentally discharged from a metered water system providing service to The Premises.

The maximum that We will pay is £10,000 any one occurrence.

(12) All Other Contents

This term includes

- (a) documents, manuscripts and business books
- (b) computer systems records
- (c) patterns, models, moulds, plans and designs

but only for

- (i) the value of the materials
- (ii) the cost of labour and computer time spent in reproducing them.

The maximum We will pay in respect of computer systems records is £10,000.

We will not pay for

- expenses in connection with producing information to be recorded
- the value to You of any information lost
- (d) Employees' pedal cycles and other personal belongings but only if they are not otherwise insured.

The maximum We will pay for any one person's property is £1,000.

- (e) visitors' personal belongings

The maximum that We will pay for any one visitors' property is £1,000.

- (f) paintings, curios or other works of art

The maximum that We will pay in respect of any one occurrence is £5,000.

- (g) wines, spirits, cigarettes and tobacco held for entertainment purposes

The maximum that We will pay is £500.

- (h) trade samples and goods in trust held at The Premises



The maximum that We will pay is £1,000.

- (i) medical bags and their contents

The maximum that We will pay is £1,000.

(13) Deterioration of Drugs and Vaccines

We will indemnify You in respect of Damage, by deterioration or contamination, to drugs and vaccines belonging to You or for which You are responsible, while contained in any refrigeration unit due to

- (a) a change in temperature as a result of
 - (i) the breaking, distortion or burning out of any part of the
 - unit
 - unit wiring
 - supply cable to the unit, including the plug and fusecaused by mechanical or electrical defects in the unit while it is being used under normal working conditions
 - (ii) failure of temperature controls to operate correctly
 - (iii) accidental failure of the public electricity supply but only if this is not deliberately caused by the supply authority
- (b) accidental leakage of refrigerant or refrigerant fumes from the unit.

We will not indemnify You in respect of

- (1) Damage caused by
 - (a) wear and tear, deterioration, or gradually developing flaws or defects in the unit
 - (b) failure to correctly set any temperature controls
- (2) The failure of Refrigeration units which are
 - (i) over 10 years old
 - (ii) over 5 years old and not the subject of an annual maintenance contract with a competent refrigeration engineer or company

The maximum that We will pay is £5,000 any one occurrence.

(14) European Union & Public Authorities'

Following Damage as insured under this Section, to any item on Buildings, We will pay the additional cost of reinstating the Property Insured necessary to comply with any

- (a) European Community Legislation
- (b) Act of Parliament
- (c) Bye-Laws of any Public Authority.

We will not indemnify You in respect of

- (1) costs incurred
 - (a) in respect of Damage not insured by this Section
 - (b) where notice was served on You before the Damage occurred
 - (c) where an existing requirement must be completed within a stipulated period

- (d) in respect of property or parts of the property, other than foundations (unless foundations are specifically excluded) which have not suffered Damage

- (2) any charge or assessment arising from capital appreciation following compliance with this legislation.

The reinstatement of the property

- (a) must begin and be carried out as quickly as possible
- (b) may be carried out on another site and in a manner suitable to Your needs but this must not increase Our liability.

If Our liability under this Section is reduced by the application of any terms or conditions of this policy, Our liability under this Clause will be similarly reduced.

The maximum We will pay under this Clause in respect of any one item is

- (a) 15% of the item Sum Insured
- or
- (b) where the Sum Insured applies to property at more than one premises, 15% of the amount We would have been liable to pay if the Property Insured by the item at The Premises where Damage occurred had been completely destroyed.

(15) Business Cover Away from The Premises

In respect of Trade Fixtures, Fittings, Utensils and All Other Contents belonging to You or held by You in trust for which You are responsible We will indemnify You in respect of Damage to the Property Insured whilst anywhere in the European Union including whilst in transit there to and there from.

The maximum We will pay in respect of this clause is 15% of the Sum Insured or £2,500 in respect of any one item whichever is the lesser.

We will not indemnify You in respect of

- (1) Damage caused by
 - (a) faulty design of the Property Insured or faulty materials used in its construction
 - (b) faulty workmanship
 - (c) change in temperature
 - (d) (i) rot
 - (ii) vermin or insects
 - (iii) scratching
 - (e) acts of fraud or dishonesty
 - (f) mechanical or electrical breakdown of the Property Insured
 - (g) (i) unexplained or inventory shortage
 - (ii) misfiling or misplacing of information
 - (iii) clerical error
 - (h) depreciation, gradual deterioration or wear and tear.
- (2) Damage caused by theft or attempted theft



- (a) where You or Your partners or any Employee or any member of Your household is involved
- (b) from any unattended vehicle where
 - (i) all doors and windows have not been locked
 - (ii) the vehicles are not garaged in a locked building or locked and secured in a fully enclosed yard or compound when left overnight.
- (3) Damage to the Property Insured caused by
 - (a) its undergoing any process including
 - (i) testing
 - (ii) repairing
 - (iii) adjusting
 - (iv) servicing or maintenance
 - (b) escape of water from any tank, apparatus or pipe while contained in a building which is unoccupied.

(16) Lamps, Signs and Nameplates

We will indemnify You in respect of Damage to

- (a) lamps
- (b) signs
- (c) nameplates

used in connection with The Business at The Premises.

The maximum that We will pay in respect of any one item is £2,500.

We will not indemnify You in respect of Damage arising from

- (1) mechanical or electrical breakdown
- (2) wear and tear
- (3) corrosion or rot.

(17) Trace and Access

Where We provide indemnity in respect of Your Buildings, or You are liable as a tenant, We will indemnify You in respect of reasonable costs incurred in locating the source and subsequent making good Damage resulting from the escape of water or fuel oil from any tank apparatus or pipe.

The maximum We will pay in any one Period of Insurance is £25,000.

(18) Capital Additions

The insurance shall extend cover

- (a) any newly acquired and, or newly erected Buildings or Buildings in course of erection (excluding and property for which a Building contractor is responsible) and Trade Contents insofar as the same are not otherwise insured

and

- (b) alterations additions and improvements to Buildings and Trade Contents but not in respect of any appreciation in value

anywhere in the United Kingdom provided that

- (i) at any one situation this cover shall not exceed £50,000

- (ii) You undertake to give particulars of such extension of cover as soon as practicable and to effect specific insurance thereon retrospective to the date of the commencement of Our liability
- (iii) The provisions of this Clause shall be fully maintained notwithstanding any specific insurance effected under (ii) above.

(19) Limit of Liability

The Maximum We will pay under this Section will not exceed the Sums Insured in the Schedule.

(20) Emergency Services Damage to Gardens

We will indemnify You in respect of costs and expenses necessarily incurred in reinstating or repairing landscape gardens and grounds following damage caused by emergency services in attending The Premises as a result of a Defined Contingency.

The maximum We will pay in respect of any one occurrence is £2,500.

(21) Day One (Non Adjustable)

For each Buildings or Contents item noted in the Schedule

- (1) the first and annual premiums are based upon the Sum Insured as stated in the Schedule

Sum Insured shall mean

Your assessment of the cost of rebuilding or replacement of Buildings or Contents items arrived at in accordance with part (a) of Clause (4) Basis of Claim Settlement at the level of costs applying at the start of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with an allowance for

- (a) the additional cost of reinstatement to comply with
 - (i) European Union legislation
 - (ii) Act of Parliament
 - (iii) Bye-laws of any public authority
- (b) professional fees
- (c) debris removal costs.

The Sum Insured incorporated in each item is stated in the Schedule.

- (2) You must notify Us of the Sum Insured at the start of each Period of Insurance.

If You fail to notify Us of the Sum Insured at the start of any Period of Insurance, We will use the last Sum Insured notified to Us for the following Period of Insurance.

- (3) Paragraphs (d) and (e) of (4) Basis of Claim Settlement Clause are restated as follows
 - (d) if, at any time of the Damage, the Sum Insured is less than the cost of reinstatement of the Buildings or Contents item arrived at in accordance with paragraph (1) of this Clause at the start of the Period of Insurance, Our liability for any Damage will be limited to that proportion which the Sum Insured bears to the cost of reinstatement of the item arrived at in accordance with paragraph (1) of this Clause.



- (e) We will not pay under this Clause
 - (i) until You have incurred the cost of replacing or repairing the item
 - (ii) if You, or someone acting on Your behalf, have insured the property under another policy which does not have the same basis of reinstatement
 - (iii) if You do not comply with any of the provisions of this Clause.

However the uplifted Sum Insured will be limited to 115% of the Sum Insured stated in the Schedule.

- (4) The maximum We will pay in respect of each separate location subject to this Clause is as stated in the Schedule.

Additional Clauses, Endorsements and Any Other Terms and Conditions

This Section is subject to any Additional Clauses, Endorsements and any other terms, Exceptions and Conditions stated as operative or applicable in the Schedule.



Money and Assault Section

(applicable only if stated in the Schedule)

Definitions

(also refer to the Policy Definitions at the front of the booklet)

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Bodily Injury

Bodily Injury by violent and visible means which, directly and independently of any other cause, results in death or disablement.

Business Hours

Your normal working hours and any other period during which You or any Employee, entrusted with Money is on The Premises in connection with The Business.

Insured Person

You or Your directors, principals or Employees aged between 16 and 65.

Loss of Limb

(1) severance at or above the wrist or ankle

or

(2) total and permanent loss of use of a hand, arm, foot or leg.

Cover

Money

We will indemnify You in respect of

(1) loss of Money, which

(a) belongs to You

or

(b) You are responsible for

in connection with The Business up to the Limit Any One Loss set against each item in the Specification below

(2) loss or damage to

(a) any case, bag, or waistcoat used for carrying Money following theft or attempted theft

(b) clothing and personal effects belonging to You, Your principals or any Employee up to a limit of £500 per person following theft or attempted theft away from The Premises.

(c) any safe at The Premises or Your private dwelling or that of any of Your partners, directors or Employees as a result of theft or attempted theft of Money.

Specification

Item 1

Stamped National Insurance Cards, crossed cheques, crossed giro cheques, crossed money orders, crossed postal orders, crossed bankers' drafts, crossed warrants, national savings certificates, premium savings bonds, franking machine impressions, postage and revenue stamp, luncheon vouchers, consumer redemption vouchers, trading stamps, gift tokens, credit company sales vouchers and VAT invoices

Limit Any One Loss

£500,000

Item 2 – Money other than described in Item 1

(a) in transit or in a bank night safe until removed by a bank official

Limit Any One Loss

As stated in the Any other Loss of Money Limit in the Schedule

(b) on contract sites while You or any Employee is working there

Limit Any One Loss

As stated in the Any other Loss of Money Limit in the Schedule

(c) at Your home or the home of any Employee or principal

Limit Any One Loss

£500

(d) in registered post

Limit Any One Loss

£500

Item 3 – Money other than described in Item 1

on The Premises

(a) during Business Hours

Limit Any One Loss

As stated in the Any other Loss of Money Limit in the Schedule

(b) contained in a locked safe outside Business Hours

Limit Any One Loss

As stated in the Schedule

(c) not contained in a locked safe outside Business Hours

Limit Any One Loss

£500

(d) in vending or gaming machines on The Premises

Limit Any One Loss

£500

(e) at Your home or the home of any Employee or principal contained in a locked safe

Limit Any One Loss

£1,500

(f) personal money belonging to the resident owner or manager

Limit Any One Loss

£100

Exceptions

We will not indemnify You in respect of

(1) shortages due to clerical or accounting errors

(2) loss due to the dishonesty of Your principals or any Employee

(a) not discovered within 7 working days of the loss

(b) where a more specific insurance is in force, except for any amount in excess of that insurance

(3) loss of Money from unattended vehicles



- (4) loss or damage outside Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man
- (5) The Money Excess.

Cover

Assault

We will pay compensation to You for Bodily Injury to an Insured Person caused by theft or attempted theft, which happens in the course of The Business and results in any of the following contingencies

- (1) death
- (2) total and permanent loss of sight in one or both eyes
- (3) loss of one or more limbs
- (4) any other total and permanent disablement which, after 24 months of the occurrence, prevents the Insured Person from pursuing any occupation
- (5) total disablement which, within 24 months of Bodily Injury, prevents the Insured Person from pursuing their normal occupation
- (6) partial disablement which, within 24 months of Bodily Injury, prevents the Insured Person from pursuing a substantial part of their normal occupation
- (7) incurred medical expenses.

Clauses

(1) Amounts Payable

- (a) We will pay
 - (i) weekly compensation at 4 weekly intervals
 - (ii) compensation under contingencies (5) and (6) for a maximum of 2 years from the date that the disablement started
- (b) weekly benefit being paid for the same injury will end if We pay compensation under any of contingencies (1) – (4)
- (c) insurance will end for the Insured Person if We pay compensation under any of contingencies (1) – (4)
- (d) We will pay the following compensation

Contingency Number	Compensation
(1)	£25,000
(2)	£25,000
(3)	£25,000
(4)	£25,000
(5)	£100 per week
(6)	£50 per week
(7)	£500

(2) Medical Evidence

- (a) We may require
 - (i) an Insured Person to undergo medical examination or
 - (ii) a post mortem to be carried out at Our expense.
- (b) You, or Your legal representative will supply to Us, at Your expense, any
 - (i) certificate
 - (ii) information
 - (iii) evidence
 in the format We require.

(3) Counselling Costs

We will pay a contribution towards the cost of specialist professional face to face counselling fees incurred by an Insured Person following assault of or threat of violence to the Insured person to mitigate the mental, emotional or psychological effects of such assault or threat sustained by them.

We will not indemnify You in respect of

- (a) any claim where liability has not been admitted under this Section
- (b) an Insured Person who has not been referred to the counsellor on an out patient basis by his/her General Practitioner
- (c) counselling commencing after three months of the incident and ending after twelve months of it
- (d) more than ten visits per Insured Person per Period of Insurance
- (e) claims where the Insured Person is already receiving face to face counselling for any pre-existing condition or related illness
- (f) counselling which involves therapy or other practice which is not based upon recognised and established medical practice in the United Kingdom or is experimental and unproven

The maximum We will pay in respect of each Insured Person is £500.

Additional Clauses, Endorsements and Any Other Terms and Conditions

This Section is subject to any Additional Clauses, Endorsements and any other terms, Exceptions and Conditions stated as operative or applicable in the Schedule.

Conditions Precedent

The following Conditions Precedent apply.

(1) Records and Key Security

It is a Condition Precedent to Our liability to make any payment under this Section that

- (a) You shall keep a complete record of Money in a secure place other than in a safe or strongroom containing Money
- (b) outside Business Hours the safe or strongroom will be kept locked and the keys removed from The Premises unless The Premises are occupied by You or any authorised Employee in which case the keys will be kept in a secure place away from any safe or strongroom.



(2) Money in Transit

It is a Condition Precedent to Our liability to make any payment under this Section for Money (other than stamped National Insurance Cards, crossed cheques, crossed giro cheques, crossed money orders, crossed postal orders, crossed bankers drafts, crossed warrants, national savings certificates, premium savings bonds, franking machine impressions, postage and revenue stamps, luncheon vouchers, consumer redemption vouchers, trading stamps, gift tokens, credit company sales vouchers and VAT invoices) in transit that

- (a) it be accompanied by the following number of persons
 - over £2,000 up to £5,000 at least 2 persons
 - over £5,000 up to £8,000 at least 3 persons
 - over £8,000 at least 4 persons
- (b) private transport is used for amounts greater than £2,000 where the distance exceeds half a mile.

Our liability will not exceed the limits stated in the Schedule.



Employee Dishonesty Section

(applicable only if stated in the Schedule)

Definitions

(also refer to the Policy Definitions at the front of the booklet)

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

The Controls

- (1) All cheques You issue with a value exceeding £5,000 will either be signed by two authorised signatories or by one authorised signatory who has more than a 5% interest or share in the Policyholder. All cheque signatories will verify the invoices and any other vouchers against the cheque.
- (2) All Money received will be paid into Your bank in full within 3 days of receipt.
- (3) Where credit is allowed statements of account will be issued direct to customers independently of Employees who receive or collect Money. If it is not possible to achieve the required independence all amounts more than one month overdue including amounts in suppressed and suspense accounts will be investigated independently or by a person who controls more than a 5% interest or share in the Policyholder.
- (4) At least monthly and independently of the Employees responsible, Your records of Money received and expended will be reconciled with bank statements, stamped paying-in slips, receipt counterfoils, vouchers, cash in hand and unpresented cheques to produce a balance. If it is not possible to achieve the required independence the reconciliation will be checked by an independent person or a person who controls more than a 5% interest or share in the Policyholder.
- (5) Petty cash will be subject to a full reconciliation and balance including a check of the receipts and vouchers at least monthly and independently of the Employees responsible.

Discovery Period

The period of 12 months commencing on the date the act or acts of fraud or dishonesty are committed.

Employee Dishonesty Excess

The amount (or amounts) shown in the Schedule which We will deduct from each and every claim.

Improper Gain

The improper financial benefit to the Employee or any other person or organisation which does not form part of You but was intended by that Employee to receive such benefit.

Improper Gain does not include the payment of or increase in salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits.

Limit of Indemnity

Our maximum liability for One Claim will not exceed the limit stated in the Schedule (but see Clause (1) – Our Liability).

One Claim

All acts of fraud or dishonesty committed by any one Employee or Employees acting in collusion during the whole period that this Section remains in force. See Clause (2) Non-Accumulation of Liability.

References

Written or fully documented verbal references obtained directly from (1) to (5) below for the period of 2 years immediately preceding the commencement of employment of the Employee with You

- (1) previous employers in respect of any period(s) of employment confirming the dates and honesty of the Employee
- (2) the accountant and one other customer in respect of any period(s) of self employment confirming the dates and honesty of the Employee
- (3) the school, college etc in respect of any period(s) of full-time education confirming the dates and not indicating dishonesty by the Employee
- (4) the Job Centre in respect of any period(s) of unemployment of the Employee
- (5) where the Employee has been discharged from HM Forces You should take a copy of the original discharge papers as evidence of the dates of service

The maximum gap between two consecutive references without a further reference for the gap should be 28 days. If You cannot obtain a reference for any period You must obtain evidence of what the Employee was doing which must not indicate dishonesty (e.g. for overseas travel the evidence might be a copy of the passport).

Cover

We will indemnify You against direct loss of Money or other property owned by You which occurs during the continuance of this Section arising solely and directly as a result of any acts of fraud or dishonesty by any of Your Employees

- (1) committed during the continuance of this Section with the clear intention of making and which result in Improper Gain
and
- (2) discovered and notified to Us during the Discovery Period.

Auditors Fees

We will also indemnify You up to a maximum of £2,500 against the cost of any professional audit necessarily incurred with Our written agreement solely to formulate the amount of loss. This cost is payable in addition to the Limit of Indemnity.

Exceptions

We will not indemnify You in respect of

- (1) loss caused by or involving any Employee
 - (a) who You do not have the right to supervise and direct
 - (b) who at the time of committing any act of fraud or dishonesty controls more than a 5% interest or share in the Policyholder
 - (c) subsequent to discovery by You of actual or suspected dishonesty by the Employee
 - (d) whose normal place of employment is outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
 - (e) whom You are unable to identify by name.
- (2) the Employee Dishonesty Excess
- (3) any loss the proof of which is dependent upon an inventory calculation or a profit and loss calculation alone



- (4) loss of a consequential nature including but not limited to loss of potential income interest and dividends
- (5) penalties and fines
- (6) loss covered by the Money and Assault Section of this Policy except for any amount in excess of that Section.

Clauses

(1) Our Liability

Our liability shall not exceed the Limit of Indemnity plus the amount We have agreed to for auditors fees up to the maximum amount.

If You are unable to produce References for every Employee involved or implicated in a claim the maximum We will pay in respect of any One Claim will be £2,500 and We will not indemnify You against Auditors Fees.

If You have not operated and complied with The Controls the maximum We will pay in respect of any One Claim will be £2,500 and We will not indemnify You against Auditors Fees.

(2) Non-Accumulation of Liability

If a claim results from acts of fraud or dishonesty committed in more than one Period of Insurance Our liability does not accumulate. All such acts will form part of One Claim and the most We will pay for all acts no matter in what Period of Insurance they were committed will be as stated above in Our Liability.

(3) References

You should retain References for all Employees as You will need to produce them for each Employee involved or implicated in a claim who was engaged on or after the commencement date of this Section.

(4) Employees' Property

Any Money salary, bond, deposit and other property in Your possession belonging to or owing to or in respect of an Employee who is the subject of a claim must be deducted from the amount of Your claim.

(5) Recoveries

If any amounts are recovered they will be distributed first to cover the costs of recovery then to You for the amount of Your loss in excess of the Limit of Indemnity then to Us for the amount paid under the claim and then to You for the Employee Dishonesty Excess.

Additional Clauses, Endorsements and Any Other Terms and Conditions

This Section is subject to any Additional Clauses, Endorsements and any other terms, Exceptions and Conditions stated as operative or applicable in the Schedule.



Computer Breakdown Section

(applicable only if stated in the Schedule)

Definitions

(also refer to the Policy Definitions at the front of the booklet)

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Breakdown

The actual breaking distortion or electrical burn-out of any part of the Computer Equipment whilst in use at The Premises arising from defects in the item causing sudden stoppage of its function and requiring its repair or replacement.

Computer Equipment

All parts of the electronic data processing installation at The Premises including all ancillary equipment and wiring but excluding Computer Equipment controlling any manufacturing process.

The definition also includes laptops and other portable Computer Equipment anywhere in the United Kingdom when the new replacement value of such equipment has been included in the Sum Insured.

Failure of Distribution Equipment

Total failure for a period of at least 30 consecutive minutes of the electrical supply to an item of Computer Equipment resulting from sudden and unforeseen loss of or material damage to the distribution equipment within The Premises.

Indemnity Period

The period during which The Business results are affected as a result of Breakdown of the Computer Equipment or Failure of Distribution Equipment, starting from the date of Breakdown or Failure of Distribution Equipment and lasting no longer than the Maximum Indemnity Period.

Loss of Data

Erasure destruction distortion or corruption of computer system records used with the Computer Equipment whilst anywhere in the world resulting from an identifiable cause but excluding the loss of or loss of use of computer system records directly resulting from pre-existing faults in or unsuitability of computer system records and also excluding losses discovered later than twelve months after the loss was initiated.

Maximum Indemnity Period

12 months.

Cover

We will indemnify You in respect of

- (1) Breakdown of the Computer Equipment
- (2) Increased Cost of Working following Breakdown or Failure of Distribution Equipment
and the amount payable will be
 - (a) the additional expenses You reasonably incur in order to continue The Business during the Indemnity Period immediately following the occurrence less any savings in expenses as a result of the occurrence
 - (b) auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section.

- (3) Reinstatement of Data

and the amount payable will be the cost of replacing computer systems records used with the Computer Equipment following Loss of Data.

Exceptions

We will not indemnify You in respect of

- (1) Breakdown of Computer Equipment which is not covered by a maintenance rental hire or lease agreement or manufacturers warranty providing free parts and free labour at inclusive cost
- (2) any loss recoverable under any guarantee or maintenance rental hire or lease agreement or contract
- (3) gradual deterioration or wear and tear
- (4) Computer Equipment more than 10 years old from the year of manufacture
- (5) prototype equipment
- (6) the first £250 of each and every claim after the application of Average.

Cover Extensions

(1) Additional Rental Charge

We will indemnify You for any reasonable increase in existing Computer Equipment rental lease or hire charges payable for the 24 month period immediately following an insured Breakdown.

The maximum We will pay under this Extension is £2,500.

(2) Consulting Engineers' Fees and Claims Investigation Costs

We will indemnify You for reasonable costs incurred including consulting engineers' fees in investigating possible repairs (whether or not successful) and, or the reinstatement of an item of Computer Equipment following Breakdown.

The maximum We will pay under this Extension is £5,000.

(3) Incompatibility of Computer Records

If Breakdown results in the replacement of Computer Equipment with Computer Equipment which is incompatible with Your undamaged computer system records We will indemnify You against

- (a) costs of modification of the Computer Equipment
- (b) costs of replacing and, or reinstating computer system records reasonably incurred to achieve compatibility.

The maximum We will pay under this Extension is £5,000.

(4) Removal of Debris and Protection from Further Damage

We will indemnify You against the costs incurred in

- (a) removing debris and, or dismantling and, or demolishing any item of Computer Equipment following Breakdown.
- (b) protecting any item of Computer Equipment whether damaged or not provided that this is necessitated by Breakdown.

The maximum We will pay under this Extension is £5,000.



(5) Temporary Repairs and Expediting Permanent Repairs

We will indemnify You against reasonable costs incurred in making a temporary repair or in expediting a permanent repair to an item of Computer Equipment following Breakdown.

The maximum We will pay under this Extension is £5,000.

Clauses

(1) Automatic Reinstatement of Sum Insured

The Sums Insured and limits stated in the Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary. You must pay the additional premium required to reinstate the Sums Insured and limits.

You must pay the additional premium required to reinstate the Sums Insured and limits

(2) Average

If at the time of replacement or repair 85% of the cost which would have been required to replace all Computer Equipment is greater than the Sum Insured at the time of the loss You will be liable to pay a proportionate share of the loss.

(3) Basis of Claims Settlement – Reinstatement

If Computer Equipment is destroyed beyond economic repair We will pay for its replacement by Computer Equipment of equal performance and, or capacity or if this is not possible by Computer Equipment with the nearest higher performance and, or capacity.

If an economic repair is possible We will pay for the repair of the Computer Equipment to its condition when new.

If Computer Equipment is destroyed or damaged in part only We will not pay more than We would have done if the Computer Equipment had been completely destroyed.

(4) Limit of Indemnity

The maximum We will pay under this Section will not exceed the Sums Insured and limits in the Schedule plus any extra amounts for which We are liable under the Extensions.

Special Condition

Precautions

You shall at all times take precautions to retain in efficient working condition and available for immediate use any standby or spare machinery or any other loss minimising factors in existence when this insurance was first effected.

Additional Clauses, Endorsements and Any Other Terms and Conditions

This Section is subject to any Additional Clauses, Endorsements and any other terms, Exceptions and Conditions stated as operative or applicable in the Schedule.

Conditions Precedent

The following Conditions Precedent apply.

(1) Back up Records

It is a Condition Precedent to Our liability to make any payment under this Section that You shall back-up computer system records (other than software programs) at least once every 24 hours and store such back-ups in a safe and secure environment.

(2) Storage Verification and Security

It is a Condition Precedent to Our liability to make any payment under this Section that You shall observe the manufacturers and, or suppliers recommendations for storage verification and security of computer system records.



Specified All Risks Section

(applicable only if stated in the Schedule)

Definitions

(also refer to the Policy Definitions at the front of the booklet)

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Specified All Risks Excess

The amount (or amounts) shown in the Schedule which We will deduct from each and every claim and will be deducted after the application of Average. See Policy Condition (3). You will repay any such amount paid by Us.

Damage

Accidental loss or destruction of or damage to the Property Insured.

Defined Contingency

- (1) fire
- (2) lightning or earthquake
- (3) explosion
- (4) aircraft and other aerial devices or articles dropped from them
- (5) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
- (6) malicious persons other than thieves
- (7) storm or flood
- (8) escape of water from any tank, apparatus or pipe
- (9) falling trees
- (10) impact
- (11) escape of fuel from any fixed oil heating installation

Cover

We will indemnify You in respect of Damage to the Property Insured occurring during the Period of Insurance. The Sum Insured under each item is separately subject to average. See Policy Condition (3).

The maximum We will pay under this Section will not exceed

- (1) the Sum Insured on each item
- or
- (2) the total Sum Insured
- or
- (3) any other maximum amount payable or limit of liability specified in the Schedule during any one Period of Insurance.

Exceptions

We will not indemnify You in respect of

- (1) Damage caused by or consisting of
 - (a) an existing or hidden defect in the property
 - (b) gradual deterioration or wear and tear
 - (c) frost or change in the water table level

- (d) faulty design of the Property Insured or faulty materials used in its construction
- (e) faulty workmanship, operating error or omission by You or any Employee
- (f) explosion of a boiler (other than a boiler being used for domestic purposes), vessel, machine or apparatus in which the internal pressure is due to steam only and which You own or control
- (g) the bursting of
 - (i) a boiler
 - (ii) other equipment

not being used for domestic purposes where the internal pressure is due to steam only and belongs to You or is under Your control.

However, We will indemnify You in respect of any subsequent Damage which results from a cause not otherwise excluded.

- (2) Damage caused by or consisting of
 - (a)
 - (i) corrosion, rust or rot
 - (ii) shrinkage, evaporation or loss of weight
 - (iii) dampness or dryness
 - (iv) scratching
 - (v) vermin or insects
 - (vi) mould or fungus
 - (b) change in
 - (i) temperature
 - (ii) colour
 - (iii) flavour
 - (iv) texture or finish
 - (c) nipple or joint leakage or failure of welds
 - (d) cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associated piping
 - (e) mechanical or electrical breakdown or derangement of the Property Insured.

However, We will indemnify You in respect of

- (i) Damage not otherwise excluded which itself results from a Defined Contingency or any other accidental cause
 - (ii) any subsequent Damage which itself results from a cause not otherwise excluded.
- (3) Damage caused by pollution or contamination.

However, We will indemnify You in respect of Damage, not otherwise excluded, to Property Insured caused by

- (a) pollution or contamination which results from a Defined Contingency
- (b) a Defined Contingency which results from pollution or contamination.



- (4) Damage caused by or consisting of
- (a) subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe
 - (b) normal settlement of new structures
 - (c) acts of fraud or dishonesty
 - (d)
 - (i) disappearance
 - (ii) unexplained or inventory shortage
 - (iii) misfiling, misplacing of information or clerical error
 - (e) theft or attempted theft from any unattended motor vehicle unless there is evidence of forcible and violent entry into the vehicle.
 - (f) theft or attempted theft from any unattended motor vehicle from 9pm until collected by Your driver unless
 - (i) such vehicle is garaged in a securely locked building of substantial constructionor
 - (ii) a compound which has secure walls and, or fences and securely locked gates

(5) Damage to the Property Insured by fire resulting from its undergoing any process involving the application of heat.

(6) Damage to the Property Insured resulting from its undergoing any process of

- (a) production or packaging
- (b) treatment, testing or commissioning
- (c) servicing or repair.

However, We will indemnify You in respect of such Damage if it is caused by fire or explosion and is not otherwise excluded.

(7) Damage while any building is Unoccupied caused by

- (a) escape of water from any tank, apparatus or pipe
- (b) malicious persons
- (c) theft or attempted theft.

However, We will indemnify You in respect of such Damage if it is caused by fire or explosion.

(8) Damage more specifically insured by You or on Your behalf.

(9) Consequential loss or damage of any kind.

- (10)
 - (a) property insured by any marine policy
 - (b) property which would be insured under any marine policy if this insurance did not exist.

However We will indemnify You in respect of Damage not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had this insurance not existed.

(11) Damage to Money.

(12) goods held in trust or on commission unless specifically mentioned in the Schedule.

(13) any Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

- (a) Terrorism
- (b) civil commotion in Northern Ireland
- (c) any action taken in controlling preventing suppressing or in any way relating to (a) and, or (b) above.

Terrorism means

(i) in respect of Damage occurring in England Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987 nor the Isle of Man or the Channel Islands) 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

(ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to

- the use or threat of force and, or violence

and, or

- harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and, or chemical and, or biological and, or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes.

In any action suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section the burden of proving that any such Damage is covered under this Section will be upon You.

(14) the Specified All Risks Excess stated in the Schedule.

Clauses

The following Clauses apply to this Section.

(1) Automatic Reinstatement of Sum Insured

The Sums Insured stated in the Schedule will not be reduced by the amount of any claim unless We or You give written notice to the contrary.

You must pay the additional premium needed to reinstate the Sum Insured.

(2) Basis of Claims Settlement – Reinstatement

Unless otherwise stated in the Schedule in the event of Damage the basis upon which We will calculate the amount We will pay for any claim will be the reinstatement of the Property Insured lost, destroyed or damaged, subject to the following conditions

- (a) If Property Insured other than Stock in Trade pedal cycles, personal items, rent or motor vehicles if insured are lost or destroyed, We will pay for its rebuilding or replacement by similar property in a condition as good as, but not better than or more extensive than its condition when new.



If such Property Insured is damaged, We will pay for replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new.

However, We will not pay more than We would have done if the property had been completely destroyed.

- (b) The Property Insured may be replaced on another site and in a manner suitable to Your needs, but this must not increase Our liability.
- (c) All work must begin and be carried out as quickly as possible.
- (d) If at the time of replacement or repair 85% of what it would cost to replace the whole of the Property Insured under the Item, is greater than the Sum Insured at the time the Damage occurred, You will be liable to bear a proportionate share of the loss.
- (e) We will not pay under this Clause
 - (i) until You have incurred the cost of replacing or repairing the Property Insured
 - (ii) if You, or someone acting on Your behalf have insured the property under another policy which does not have a similar basis of reinstatement
 - (iii) if You do not comply with any of the terms of this Clause

Conditions Precedent

The following Condition Precedent applies.

(1) Portable Computer Equipment

It is a Condition Precedent to Our liability to make any payment under this Section that

- (1) when Portable Computer Equipment is left unattended inside any road vehicle
 - (i) the vehicle is securely locked and all security devices set in operation
 - (ii) it is kept in a locked building of substantial construction or guarded security park between the hours of 9.00pm and 6.00am unless the vehicle is aboard a ship or ferry
 - (iii) the Portable Computer Equipment is concealed from view
 - (iv) the Portable Computer Equipment is stored in the boot or under the parcel shelf if the vehicle is a private car.
- (2) when Portable Computer Equipment is in transit by air it is carried as hand luggage
- (3) when Portable Computer Equipment is in transit by ship or ferry it is kept in a securely locked cabin or road vehicle aboard such vessel.

For the purpose of this Clause, Portable Computer Equipment shall mean:

Personal computers, small micro computers and similar equipment used for processing and storing electronic data, and which are designed to be carried by hand.

Additional Clauses, Endorsements and Any Other Terms and Conditions

This Section is subject to any Additional Clauses, Endorsements and any other terms Exceptions and Conditions stated as operative or applicable in the schedule.



Revenue Protection Insurance

Business Interruption Section

(applicable only if stated in the Schedule)

Definitions

(also refer to the Policy Definitions at the front of the booklet)

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Notes

- (1) All terms in this Section exclude value added tax to the extent that You are accountable to the tax authorities for value added tax.
- (2) Any adjustment made for current cost accounting will be ignored.

Damage

Accidental loss, obstruction or damage.

Notifiable Human Infectious or Contagious Disease

Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chickenpox, Cholera, Diphtheria, Dysentery, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid Fever, Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough or Yellow Fever.

Item on Income and Increased Expenses

Income

The gross fees and other income received or receivable by You in the course of The Practice at The Premises.

Indemnity Period

The period during which The Business results are affected due to the Damage, starting from the date of the Damage and lasting no longer than the Maximum Indemnity Period.

Maximum Indemnity Period

The number of months stated in the Schedule.

Item on Book Debts

Clients' Accounts

Your accounts for all clients who trade with You on a credit or hire purchase basis.

Book Debts

The total last recorded by You under the provisions of Condition Precedent (2) Debit Recording adjusted for

- (1) bad debts
- (2) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Damage) to Clients' Accounts in the period between the date to which the last statement relates and the date of the Damage, and
- (3) any abnormal condition of trade which had or could have had a material effect on The Business.

The figures adjusted will represent as near as possible, the figures which would have been obtained at the date of the Damage had the Damage not occurred.

Cover

Your Schedule will state which Option applies

Option A – Loss of Income

We will indemnify You in respect of Cover as specified in the Schedule resulting from Damage to Property used by You at The Premises for the purpose of The Business to the extent of Cover under the Property Damage Section and where liability is admitted under a policy of insurance covering Your interest in such Property Insured.

The amount payable will be

- (a) the amount by which the Income falls short of the Income which would have been received during the Indemnity Period due to the Damage
- (b) any additional expense You incur to prevent or limit the reduction in Income during the Indemnity Period due to the Damage.

We will not pay more than We would pay under (a) above.

- (c) auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section

less any savings during the Indemnity Period in respect of business charges or expenses payable out of Income which reduce or stop due to the Damage.

The total amount payable in respect of any one claim shall not exceed the Sum Insured stated in the Schedule at the time of the Damage.

Option B – Increased Expenses

The amount payable will be

- (1) the extra costs of
 - (a) rent, rates and taxes for
 - (b) any premium or compensation necessary to obtain the use of
 - (c) removal to and from temporary premises
- (2) the extra cost of clerical assistance and all such additional expenses You reasonably incur due to the Damage in order to continue The Business during the Indemnity Period
- (3) Auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section less any savings in expenses made due to Damage.

The total amount payable in respect of any one claim shall not exceed the limit stated in the Schedule at the time of the Damage.

Book Debts

We will indemnify You in respect of loss sustained by You for Book Debts directly due to Damage at The Premises to Your books of account, other business books or records.

The amount payable in respect of any one occurrence of Damage will not exceed



- (a) the difference between
 - (i) the Book Debts
 - and
 - (ii) the total of the amounts received or traced
- (b) the additional expenditure incurred with Our consent in tracing and establishing customers debit balances after the Damage
- (c) if We require any information to verify a claim Your professional accountants at the time of the claim may produce and report details contained in business books or records. Their report will be accepted as prima facie evidence of the details.

We will pay Your professional accountant's charges for

- (i) producing information We require for investigating any claim
- and
- (ii) confirming the information in accordance with Your business books.

The maximum We will pay for any claim, including professional accountant's fees, is the limit stated in the Schedule.

We will not indemnify You in respect of

- loss due to records being mislaid or misfiled
- loss arising from deliberate falsification of records
- failure to collect debts which have been traced and established.

Clauses

We will also indemnify You in respect of loss as insured under this Section resulting from

(1) Prevention of Access

Damage to property in the vicinity of The Premises by any cause included under the Property Damage Section which hinders or prevents access to The Premises.

(2) Boilers

Damage to boilers or other equipment in which internal pressure is due to steam only on The Premises.

(3) Disease, Infestation and Defective Sanitation

The occurrence of

- (a) murder or suicide at The Premises
- (b) an illness sustained by any person caused by food or drink poisoning attributable to food or drink supplied from The Premises
- (c) Notifiable Human Infectious or Contagious Disease within a 25 mile radius
- (d) Vermin or pests at The Premises
- (e) An accident which causes defects in the drains or other sanitary arrangements at The Premises

where use of The Premises is restricted on the order or advice of the competent authority.

We will not indemnify You in respect of

- (a) costs incurred in cleaning, repair, replacement, recall or checking of property,
- (b) loss arising from premises other than those directly subject to the occurrence

The maximum We will pay under this clause is £50,000 in respect of the total of all losses occurring during the Period of Insurance.

(4) Public Utilities

Accidental failure of public supplies of electricity or gas or water at the terminal ends of the public supply undertaking's feed to The Premises.

We will not indemnify You in respect of

- (a) accidental failure which lasts less than 30 minutes
- (b) the deliberate act of any supply authority
- (c) the exercise of any supply authority power to withdraw or restrict supply
- (d) industrial action
- (e) drought

(5) Suppliers

Damage to any of Your suppliers' premises within Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands or the Isle of Man by any cause included under the Property Damage Section.

We will not indemnify You in respect of Damage at any premises of suppliers of electricity, gas, water or telecommunications services.

The maximum We will pay under this clause will not exceed £100,000 in respect of any one occurrence.

(6) Telecommunications

Accidental failure of the supply of telecommunication services at the incoming line terminals or receivers at The Premises.

We will not indemnify You in respect of accidental failure

- (a) caused by the deliberate act of any supply authority
- (b) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- (c) caused by industrial action
- (d) drought or other weather conditions unless equipment has been damaged
- (e) lasting less than 24 consecutive hours.

The maximum We will pay will be

- (i) £100 for each day in respect of any one failure
- (ii) £2,500 in respect of all failures in any one Period of Insurance.

(7) Transit

Damage to Your property while in transit by

- (a) road
- (b) rail
- (c) Inland waterway



all in Great Britain or Northern Ireland

The maximum We will pay under this Clause will not exceed £5,000 in respect of any one occurrence.

(8) Government or Local Authority Action

Prevention of access to The Premises due to the actions or advice of a government or local authority due to an emergency which is likely to endanger life or property.

We will not indemnify You in respect of

- (a) any incident lasting less than 12 hours
- (b) any period other than the actual period when the access to The Premises was prevented
- (c) a Notifiable Human Infectious or Contagious Disease as defined in the current relevant legislation occurring at The Premises.

The maximum We will pay under this Clause is £25,000, or the Business Interruption Sum Insured or limit shown in the Schedule, whichever is the lower, in respect of the total of all losses occurring during the Period of Insurance.

(9) Loss Of Attraction

Damage to property in the vicinity of The Premises by any cause included under the Property Damage Section which shall deter potential customers whether The Premises or property of You shall be damaged or not.

The maximum We shall pay under this Clause will not exceed £50,000 in any one Period of Insurance.

(10) Customers

Damage to any of Your customers' premises within Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands or the Isle of Man by any cause included under the Property Damage Section.

Provided that for the purposes of this Extension the term 'customers' means those companies organisations or individuals with whom at the time of the incident You have contracts or trading relationships to supply goods or services.

The maximum We will pay under this Clause will not exceed £100,000 in respect of any one occurrence.

(11) Rent Receivable

We will pay in respect of rent receivable the difference between

- (1) the rent which would have been receivable in respect of The Premises during the Indemnity Period but for the Damage
- (2) the amount of rent actually received during the same period

less any savings in charges or expenses of The Business, payable out of rent receivable, which reduce or cease due to the Damage.

The maximum We will pay under this Clause is £50,000.

(12) Essential Employees

Loss of an Employee from Your service as a result of such Employee winning a prize on the National Lottery, Premium Bonds or Football Pools.

We will not indemnify You in respect of any Employee

- (a) where the win is below £100,000

- (b) who have been employed for a period of less than 12 months

- (c) who have served notice or been served notice of termination of their employment

- (d) who have been absent from work through sickness, disability or suspension for a period exceeding 4 weeks at the time of the incident.

The maximum We will pay under this Clause is £50,000.

Additional Clauses, Endorsements and Any Other Terms and Conditions

This Section is subject to any Additional Clauses, Endorsements and any other terms, Exceptions and Conditions stated as operative or applicable in the Schedule.

Endorsement

The following Endorsement applies

Alteration

We will not indemnify You in respect of this Section if

- (a) The Business is
 - (i) wound up or carried on by a liquidator or receiver
 - (ii) permanently discontinued
- (b) Your interest ceases otherwise than by Your death unless agreed in writing by Us.

Conditions Precedent

The following Conditions Precedent apply.

(1) Claims Procedure

It is a Condition Precedent to Our liability to make any payment under this Section that You will

- (a) take any action reasonably practicable to minimise any interruption of or interference with The Business or to avoid or diminish the loss
- (b) at Your expense, provide Us with
 - (i) a written claim
 - and
 - (ii) details of other insurances covering the Damage or loss resulting from it

within 30 days after the expiry of the Indemnity Period or such further time that We may allow

- (iii) books, records and documents We require to assess Your claim
- (c) repay Us, any payment on account We have already made, if You fail to comply with this Condition.

(2) Debit Recording

It is a Condition Precedent to Our liability to make any payment under this Section that at the end of each quarter You must record the total amount outstanding in Your Patients' and other Clients Accounts. You must keep this information in a different building to that containing Your accounting and other business records.

This information may be maintained by Your accountant.



Legal Liabilities Insurance

Employers' Liability Section

(applicable only if stated in the Schedule)

Definitions

(also refer to the Policy Definitions at the front of the booklet)

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

Compensation

Damages, including interest.

Costs and Expenses

- (1) fees for Your legal representation
- (2) costs and expenses

incurred with Our written consent

- (3) any claimant's legal costs for which You are legally liable

in connection with any event which is or may be the subject of indemnity under this Section.

Limit of Indemnity

The maximum amount, stated in the Schedule, including Costs and Expenses, which We will pay in respect of any or all claims arising out of one cause.

Territorial Limits

- (1) Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- (2) elsewhere where any Employee normally resident in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands is engaged in The Business.

Cover

We will indemnify You in respect of

- (1) Your legal liability to pay Compensation to any Employee and
- (2) Costs and Expenses

as a result of Bodily Injury caused in the course of The Practice, during the Period of Insurance and within the Territorial Limits.

The amount We will pay shall not exceed the Limit of Indemnity.

Clauses

(1) Additional Activities

The Business includes

- (a) ownership, use and upkeep of The Premises, vehicles and plant
- (b) canteen, social, sports, educational and welfare organisations for the benefit of any Employee
- (c) first aid, fire, security and ambulance services
- (d) participation in exhibitions

- (e) private work by any Employee, with Your prior consent, for You or any director or Employee.

(2) Cross Liabilities

We will indemnify each party

- (a) named as the Policyholder in the Schedule
- (b) entitled to indemnity under this Section

as if a separate policy had been issued to each.

The total amount payable will not exceed the Limit of Indemnity regardless of the number of parties claiming to be indemnified.

(3) Indemnity to Other Persons

We will indemnify

- (a) Your personal representatives in respect of legal liability You incur
- (b) at Your request
 - (i) any director, partner or proprietor or Employee of Yours
 - (ii) the officers, committees and members of Your
 - canteen, social, sports, educational and welfare organisations
 - first aid, fire, security and ambulance services
 - (iii) any principal for whom You are carrying out a contract to the extent required by the contract conditions

or the personal representatives of these persons against legal liability in respect of which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they can apply.

(4) Injury to Working Partners

We will treat, as an Employee, any working partner or proprietor of The Business who suffers Bodily Injury

- (a) in the course of The Practice during the Period of Insurance and within the Territorial Limits and
- (b) caused by the negligence of another working partner, proprietor or Employee of The Business.

(5) Legal Expenses Arising from Health and Safety Legislation

We will indemnify You and, at Your request, any director, partner, proprietor or Employee in respect of

- (a) legal fees and expenses in defending proceedings, including appeals
- (b) prosecution costs awarded against You or any director, partner, proprietor or Employee



arising from any health and safety inquiry or criminal proceedings in respect of any breach of health and safety legislation of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in the course of The Business
- (2) in respect of
 - (a) fines or penalties
 - (b) proceedings resulting from any deliberate act or omission by any party claiming to be indemnified
 - (c) proceedings relating to the health and safety of any person other than an Employee
- (3) where indemnity is provided by another insurance policy.

(6) Our Right of Recovery

The indemnity is in accordance with the provisions of any law relating to the compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

However, You will repay to Us all sums We would not have been liable to pay but for the provisions of such law.

(7) Payment for Court Attendance

We will compensate You if, at Our request, any director, partner or Employee is attending court as a witness in connection with a claim for which You are entitled to indemnity.

The maximum We will pay is

- | | |
|----------------------------------|--------------|
| (a) for each director or partner | £250 per day |
| (b) for each Employee | £150 per day |

(8) Unsatisfied Court Judgements

We will, at Your request, indemnify any Employee or his or her personal representatives in respect of

- (a) damages
- (b) costs

unpaid 6 months after the date a judgement for Bodily Injury to the Employee was obtained against another party resident in Great Britain, Northern Ireland, the Isle of Man, or the Channel Islands.

This indemnity will only apply where

- (a) the Bodily Injury was caused
 - (i) in the course of The Business
 - and
 - (ii) during the Period of Insurance
- (b) the judgement was made in a court in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- (c) there is no appeal outstanding.

The judgement will be assigned to Us if We make a payment under this Clause.

Exceptions

We will not provide indemnity against legal liability

- (1) in respect of which compulsory insurance or security is required to be arranged by the Insured under the Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order.
- (2) as a result of work in or on and travel to, from or within any offshore
 - (a) accommodation, exploration, drilling or production rig or platform
 - (b) support vessel.

Additional Clauses, Endorsements and Any Other Terms and Conditions

This Section is subject to any Additional Clauses, Endorsements and any other terms, Exceptions and Conditions stated as operative or applicable in the Schedule.



Public and Products Liability Section

(applicable only if stated in the Schedule)

Definitions

(also refer to the Policy Definitions at the front of the booklet)

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

Compensation

Damages, including interest.

Costs and Expenses

- (1) fees for Your legal representation
- (2) costs and expenses incurred with Our written consent
- (3) any claimant's legal costs for which You are legally liable

in connection with any event which is or may be the subject of indemnity under this Section.

Damage

Physical

- (1) loss
- (2) destruction
- (3) damage.

Limit of Indemnity

The maximum amount, stated in the Schedule, which We will pay in respect of any or all claims arising out of one cause.

In respect of

- (1) Products Supplied
- (2) pollution or contamination

the Limit of Indemnity will apply to the total of all claims occurring in any one Period of Insurance.

Personal Injury

- (1) Bodily Injury
- (2) wrongful
 - (a) arrest, detention or imprisonment
 - (b) eviction
 - (c) accusation of shoplifting.

Products Supplied

Anything which is manufactured, sold, supplied, processed, treated, repaired, serviced, tested, installed, constructed, erected or transported by You or on Your behalf and which is no longer owned by You or in Your custody or control or that of any Employee.

Property

Material property.

Territorial Limits

- (1) Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- (2) elsewhere where You or any Employee normally resident in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands are engaged in The Business
- (3) anywhere in the world in connection with Products Supplied at or from premises in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Cover

We will indemnify You in respect of

- (1) Your legal liability for Compensation
 - (2) Costs and Expenses
- as a result of accidental
- (a) Personal Injury
 - (b) Damage to Property
 - (c) obstruction, trespass, nuisance or interference with any right of way, air, light or water

occurring in the course of The Business during the Period of Insurance and within the Territorial Limits.

The amount We will pay shall not exceed the Limit of Indemnity and any Costs and Expenses. However, in respect of any claim brought in

- (1) the United States of America or any territory within its jurisdiction
or
- (2) Canada

the amount We will pay, inclusive of Costs and Expenses, shall not exceed the Limit of Indemnity.

Clauses

(1) Additional Activities

The Business includes

- (a) ownership, use and upkeep of Your premises, vehicles and plant
- (b) canteen, social, sports, educational and welfare organisations for the benefit of any Employee
- (c) first aid, fire, security and ambulance services
- (d) participation in exhibitions
- (e) private work by any Employee, with Your prior consent, for You or any director, partner, proprietor or Employee.

(2) Cross Liabilities

We will indemnify each party

- (a) named as the Policyholder in the Schedule
- (b) entitled to indemnity under this Section

as if a separate policy had been issued to each.

The total amount payable will not exceed the Limit of Indemnity regardless of the number of parties claiming to be indemnified.



(3) Defective Premises

We will indemnify You in respect of liability arising under

- (a) the Defective Premises Act 1972
- (b) the Defective Premises (Northern Ireland) Order 1975

in connection with any premises which You previously owned or occupied for the purposes of The Business.

We will not provide indemnity in respect of the cost of rectifying any defect or alleged defect in such premises.

(4) Indemnity to Other Persons

We will indemnify

- (a) Your personal representatives in respect of legal liability You incur
- (b) at Your request
 - (i) any director, partner or proprietor or Employee of Yours
 - (ii) the officers, committees and members of Your
 - canteen, social, sports, educational and welfare organisations
 - first aid, fire, security and ambulance services
 - (iii) any principal for whom You are carrying out a contract to the extent required by the contract conditions

or the personal representatives of these persons against legal liability in respect of which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they can apply.

(5) Legal Expenses Arising From Health and Safety and Consumer Protection Legislation

We will indemnify You and, at Your request, any director, partner, proprietor or Employee in respect of

- (a) legal fees and expenses in defending proceedings, including appeals
- (b) prosecution costs awarded against You or any director, partner, proprietor or Employee

arising from any health and safety inquiry or criminal proceedings in respect of any breach of

- (1) health and safety legislation of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- (2) Part II of the Consumer Protection Act 1987.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in the course of The Business
- (2) in respect of
 - (a) proceedings as a result of any deliberate act or omission by the party claiming to be indemnified
 - (b) proceedings relating to the health and safety of any Employee

- (3) where indemnity is provided by another insurance policy.

(6) Liability for Hired or Rented Premises

We will indemnify You in respect of Your legal liability as a result of accidental Damage to premises (including fixtures and fittings) within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands which You hire, rent and occupy in connection with The Business.

We will not provide indemnity in respect of

- (a) the first £100 of any claim caused other than by fire or explosion
- (b) liability imposed on You solely by reason of the terms of the hiring or renting agreement
- (c) legal liability as a result of Damage against which the hiring or renting agreement specifies that insurance is taken out by You or on Your behalf.

(7) Motor Contingent Liability

We will indemnify You in respect of Your legal liability as a result of accidental

- (a) Bodily Injury
and, or
- (b) Damage to Property
arising out of the use

- (i) in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
and
 - (ii) in connection with The Business
- of any motor vehicle not belonging to or provided by You.

We will not provide indemnity

- (1) in respect of Damage to the vehicle or goods carried in or on the vehicle
- (2) while the vehicle is being driven by
 - (a) You
 - (b) by a person who to Your knowledge or that of Your representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- (3) if indemnity is provided by another insurance policy.

(8) Overseas Personal Liability

We will indemnify

- (a) You
- (b) any director, partner or Employee

while temporarily outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in connection with The Business in respect of legal liability as a result of accidental

- (i) Bodily Injury
and, or



- (ii) Damage to Property

incurred in a personal capacity.

We will also indemnify any accompanying spouse or children.

Where the Policyholder is an individual the indemnity will also apply within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

We will not provide indemnity

- (1) where liability arises from
 - (a) any agreement unless liability would have existed otherwise
 - (b) ownership or occupation of land or buildings
 - (c) the carrying on of any trade or profession
 - (d) ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft
- (2) if indemnity is provided by another insurance policy.

(9) Payment for Court Attendance

We will compensate You if, at Our request, any director, partner or Employee is attending court as a witness in connection with a claim for which You are entitled to indemnity.

The maximum We will pay is

- (a) for each director or partner £250 per day
- (b) for each Employee £150 per day

(10) Personal Belongings

We will indemnify You in respect of Your legal liability as a result of accidental Damage to vehicles or personal belongings which You do not own but which are in Your custody or control.

We will not provide indemnity where this Property is

- (a) stored for a fee or other consideration
- (b) in Your custody or control for the purposes of being worked on.

Exceptions

- (1) We will not provide indemnity in respect of legal liability as a result of
 - (a) Personal Injury to an Employee, partner or proprietor.
 - (b) the ownership, possession or use by You or on Your behalf or by any person entitled to indemnity under this Section of any
 - (i) aircraft, aerial device or hovercraft
 - (ii) watercraft exceeding 8 metres in length
 - (iii) motor vehicle or trailer
 - in circumstances to which road traffic legislation applies
 - or
 - where a more specific insurance is in force.
 - (c) Damage to Property
 - (i) which You own or is loaned, leased, hired or rented to You

- (ii) which is held in trust or in the custody or control of

- You
- any Employee
- any other party who is carrying out work on Your behalf other than in the circumstances described in Clauses (6) or (10).

- (d) Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating Products Supplied (other than Products Supplied under a separate contract).
- (e) Bodily Injury or Damage to Property arising from professional neglect, errors, omissions or advice, by You, any Employee or any party who is carrying out work on Your behalf.
- (f) (i) pollution or contamination of buildings or other structures or of water or land or the atmosphere
and
(ii) Bodily Injury or Damage to Property directly or indirectly caused by such pollution or contamination

other than caused by a sudden, identifiable, unintended and unexpected incident which occurs 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 such incident takes place.

- (g) (i) work in or on and travel to, from or within
or
(ii) Products Supplied to
any offshore
 - accommodation, exploration, drilling or production rig or platform
 - support vessel.
- (h) Bodily Injury or Damage to property arising from Products Supplied other than
 - (i) the sale or supply of non-medicinal food and drink
 - (ii) the sale or supply of proprietary goods that have not been manufactured or altered by You and which are sold or supplied unopened in the containers provided by the manufacturers
 - (iii) the disposal of furniture and office equipment previously used in the course of The Business.
 - (i) (i) exposure to
(ii) inhalation of
(iii) fears of the consequences of exposure to or inhalation of
(iv) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of

Asbestos including any product containing Asbestos.



- (2) We will not provide indemnity in respect of
 - (a) recalling or making refunds in respect of Products Supplied.
 - (b)
 - (i) liquidated damages
 - (ii) penalty clauses
 - (iii) fines
 - (iv) aggravated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
 - (c) liability imposed on You solely by reason of the terms of any contract conditions or agreement in connection with Products Supplied.
- (3) We will not provide indemnity for the first £250 of each and every claim in respect of Damage to property.

You will repay any such amount paid by Us.

Additional Clauses, Endorsements and Any Other Terms and Conditions

This Section is subject to any Additional Clauses, Endorsements and any other terms, Exceptions and Conditions stated as operative or applicable in the Schedule.



Terrorism Insurance Section

(applicable only if stated in the Schedule)

Definitions

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, also refer to the Policy Definitions at the front of the booklet.

Act of Terrorism

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.

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.

Damage

Physical loss, destruction or damage to the Property Insured.

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 generation of excess traffic into network addresses, the exploitation of systems or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Event

All individual losses arising in respect of a continuous period of 72 hours of which the proximate cause is the same Act of Terrorism. The date and time that any such period of 72 hours shall commence shall be set by Us.

General Cover Policy

1. This policy
- or
2. where the cover by this policy is limited to the Terrorism Insurance section only, the policy or policies specified in the Terrorism Section of the Schedule to this policy.

Hacking

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

Nuclear Installation

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

1. the production or use of atomic energy; or
2. the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations; or
3. the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of 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.

Phishing

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

Property Insured

The Property as detailed in the Schedule.

Territorial Limits

England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987.

This shall include the Channel Tunnel up to the frontier with the Republic of France, as set out by the Treaty of Canterbury.

This excludes Northern Ireland, the Isle of Man and the Channel Islands.

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.

Includes, but is not limited to, trojan horses, worms and logic bombs.



Cover

We will indemnify You for:

1. Damage
or
2. Business Interruption

caused by or happening through or in consequence of an Act of Terrorism within the Territorial Limits.

Provided always that the insurance by this Section

1. is not subject to the Policy Exceptions of the General Cover Policy
2. is subject otherwise to all the terms and conditions of the General Cover Policy except where expressly varied within this Section
3. is subject to a maximum Period of Insurance of 12 months from the Effective Date or any subsequent Renewal Date of this policy

Any subsequent period of cover of 12 months, or part thereof, provided by this Section is deemed to constitute a separate Period of Insurance provided that:

- a. no subsequent Period of Insurance by this Section shall be extended beyond the next Renewal Date of this policy.
 - b. the renewal premium due in respect of this Section has been received by Us
4. is not subject to any long term undertaking applying to the General Policy Cover.
 5. is not subject to any terms in the General Cover Policy which provide for adjustment of premium.

Basis of Settlement

As described in and subject to the terms, definitions, provisions, exceptions and conditions of the Property Damage and Business Interruption Sections of this policy.

The maximum We will pay for any one Event is:

1. the total sum insured
or
2. the sum insured on each item
or
3. any other maximum amount payable or limit of liability

in the policy, whichever is the less, except where Our liability exceeds the total sum insured, or for each item its individual sum insured, or any other limit of liability in the policy, where such excess is solely in respect of any cover extension as provided in the policy.

Conditions

The following Conditions apply to this Section in addition to the Policy conditions at the back of this policy.

1. In any action, suit or other proceedings where We allege that any Damage or loss resulting from Damage is not covered by this policy, the burden of proving that such Damage or loss is covered shall be upon You.

Exceptions

We will not pay for

1. any losses arising directly or indirectly caused by, contributed to, by or arising from, occasioned by or resulting from
 - a. the alteration, modification, distortion, corruption of or Damage to any computer or other equipment, component, system or item which processes, stores, transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information, programs or software); or
 - b. any alteration, modification, distortion, erasure, corruption of data processed by any such computer or other equipment or component or system or item

whether Your property or not, where such Damage 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.

2. 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.
 3. any losses whatsoever arising directly or indirectly from any cover or extension of The Premises provided by this policy to locations outside the Territorial Limits.
 4. any land or building which is insured in the name of an individual and is occupied by that individual for residential purposes, unless:
 - a. insured under the same policy as the remainder of the land or building which is not a private residence
 - b. the property is block of flats and/or private dwelling house and the Insured is a trustee or body of trustees or a sole trader.
- It is hereby noted that trustees and sole traders are not deemed to be individuals.
- Any blocks of flats, self-contained units insured as part of such blocks of flats or such private dwelling houses occupied as a private residence by any of the trustee(s) or sole trader(s) will be deemed to be insured in the name of an individual.
5. any Nuclear Installation or Nuclear Reactor.



6. any loss whatsoever or any expenditure resulting or arising therefrom or any Business Interruption directly or indirectly relating to a private residential property when insured in the name of a private individual caused by or contributed to by or arising from
 - a. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - b. ionising radiation or contamination by radioactivity or from the combustion of any radioactive material
 - c. chemical and/or biological and/or radiological irritants contaminants or pollutants.
- 7 Property insured under a:
 - a. Marine, Aviation or Transit policy
 - b. Motor Insurance policy (other than Motor Trade policy)
 - c. Road Risks Section of a Motor Trade policy
 - d. reinsurance policy or agreement
 - e. Bankers Blanket Bond

whether such policy or agreement includes cover for Act of Terrorism or not.



Legal Expenses Insurance Section

Legal Expenses Insurance Section

This section of cover is underwritten by DAS Legal Expenses Insurance Company Limited, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

Registered in England and Wales, number 103274.

Website: www.das.co.uk

DAS Law Limited Head and Registered Office:

DAS Law Limited, North Quay, Temple Back, Bristol, BS1 6FL.

Registered in England and Wales, number 5417859.

Website: www.daslaw.co.uk

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

The meaning of words in this section of the policy

appointed representative

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

business

As shown in the policy schedule.

business premises

As shown in the policy schedule.

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, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

- (b) For all other insured incidents
The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands.

DAS Standard Terms

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** 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.

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 or **tax consultancy** 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 recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment), 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%.

tax enquiry

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

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

VAT dispute

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

we, us, our, DAS

DAS Legal Expenses Insurance Company Limited.

you, your

The **business** that has taken out this policy (shown as the policyholder in the policy schedule).

We agree to provide the insurance described in this section of the policy for the insured person in respect of any insured incident arising in connection with the business shown in the schedule, in return for the payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section of the policy, provided that:

1. **reasonable prospects** exist for the duration of the claim
2. the **date of occurrence** of the insured incident is during the **period of insurance**
3. any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **countries covered**, and
4. the insured incident happens within the **countries covered**.

What we will pay

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

1. the most we will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £500,000
2. the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm** or **tax consultancy**. The amount **we** will pay a law firm (where acting as an **appointed representative**), is currently £100 per hour. This amount may vary from time to time.

3. 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
4. for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this section of the policy, we must agree that **reasonable prospects** exist
5. 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
6. in respect of **Legal defence 6 – Jury service and court attendance** – the maximum **we** will pay is the **insured person's** net salary or wages for the time that the **insured person** is absent from work less any amount the court pays.

What **we** will not pay

1. In the event of a claim, if **you** decide not to use the services of a **preferred law firm** or **tax consultancy**, **you** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**.
2. The total of the compensation awards payable by **us** shall not exceed £1,000,000 in any one **period of insurance**.
3. The first £500 of any contract dispute claim where the amount in dispute exceeds £5,000.

Insured incidents

What is covered

Employment disputes and compensation awards

1. Employment disputes

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

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

What is not covered

A claim relating to the following:

1. a dispute where the cause of action arises within the first 90 days of the start of this section of the policy



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 of the policy if the date of occurrence was within 180 days of the start of this section of the policy
3. redundancy or alleged redundancy or unfair selection for redundancy which occurs within the first 180 days of the start of this section of the policy
4. damages for personal injury or loss of or damage to property
5. Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.

What is covered

2. 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:

- (a) in cases relating to performance and/ or conduct, **you** have throughout the employment dispute either:
 - (i) followed the ACAS Code of Disciplinary and Grievance Procedures; or
 - (ii) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
 - (iii) sought and followed advice from **our** legal advice service (Telephone **0330 100 9617**)
- (b) 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 **0330 100 9617**)
- (c) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **you** have sought and followed advice from **our** Claims Department prior to serving notice of redundancy (Telephone **0330 100 9617**)
- (d) 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**.

Please note that the total of compensation awards payable by **us** is £1,000,000 in any one **period of insurance**.

What is not covered

1. Any compensation award relating to the following:
 - trade union activities, trade union membership or non-membership;
 - pregnancy or maternity rights, paternity, parental or adoption rights;

- health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
 - statutory rights in relation to trustees of occupational pension schemes.
2. Non-payment of money due under a contract of employment or a statutory provision.
 3. Any award ordered because **you** have failed to provide relevant records to employees under National Minimum Wage legislation.
 4. A compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.

What is covered

3. Employee civil legal defence

Costs and expenses to defend the **insured person's** (other than **you**) 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; or
- (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.

4. Service occupancy

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.

What is not covered

Any claim relating to defending **your** legal rights other than defending a counter-claim.

What is covered

Legal defence

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

1. 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

2. Criminal prosecution defence

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

Please note **we** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the **business** shown in the schedule.



3. 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.

Please note **we** will not cover the cost of fines imposed by the Information Commissioner.

What is not covered

A claim related to the following:

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

What is covered

4. 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**.

5. Statutory notice appeals

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

What is not covered

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

What is covered

6. Jury service and court attendance

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.

Provided that:

- (a) for claims relating to the Health and Safety at Work etc Act 1974 the **countries covered** shall be any place where the Act applies
- (b) at the time of the insured incident, **you** have registered with the Information Commissioner: **Data protection and Information Commissioner registration**
- (c) **you** request **us** to provide cover for the **insured person**.

What is covered

Statutory licence appeal

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

What is not covered

A claim relating to the following:

1. 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
2. the ownership, driving or use of a motor vehicle.

What is covered

Contract disputes

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

Provided that:

- (a) the amount in dispute exceeds £500 (incl VAT). If the amount in dispute exceeds £5,000 (incl 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 (incl VAT)
- (c) if the dispute relates to money owed to **you**, a claim under the policy is made within 90 days of the money becoming due and payable.

What is not covered

1. A dispute arising from an agreement entered into prior to the start of this section of policy if the date of occurrence is within the first 90 days of the cover provided by this section of the policy.
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 the:
 - sale or provision of computer hardware, software, systems or services; or
 - the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **your** own specification.



5. 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.

What is covered

Debt recovery

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

Provided that:

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

What is not covered

A claim relating to the following:

1. Any debt arising from an agreement entered into prior to the start of this section of the policy if the debt is due within the first 90 days of the cover provided by this section of the policy.
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.

What is covered

Property protection

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

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

Please note that **you** must have established the legal ownership or right to the land that is the subject of the dispute.

What is not covered

A claim relating to the following:

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**.

What is covered

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.

What is not covered

A claim relating to the following:

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

What is covered

Tax protection

- (1) A **tax enquiry**
- (2) An **employer compliance dispute**
- (3) 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** shown in the schedule.

What is not covered

1. Any claim relating to a tax avoidance scheme.
2. Any failure to register for Value Added Tax or Pay As You Earn.
3. Any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office.



- Any claim relating to import or excise duties and import VAT.
- Any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

What is covered

Tenancy disputes

A dispute between **you** and **your** landlord relating to premises leased or rented by **you**.

What is not covered

A dispute arising from or relating to rent or service charges or renewal of the tenancy agreement.

Exclusions

We will not pay for the following:

1. Late reported claims

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

2. Costs we have not agreed

Costs and expenses incurred before **our** written acceptance of a claim.

3. Court awards and fines

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

4. Legal action we have not agreed

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

5. Intellectual property rights

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

6. Deliberate acts

Any insured incident deliberately or intentionally caused by an **insured person**.

7. Franchise or agency agreements

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

8. A dispute with DAS

A dispute with **us** not otherwise dealt with in accordance with Condition 8 of this section of the policy.

9. Shareholding or partnership disputes

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

10. Judicial review

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

11. Nuclear, war and terrorism risks

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

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- 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;
- pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

12. Bankruptcy

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

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

13. Group or Class Actions

Any claim where legal action resulting from one or more event arising at the same time or from the same originating cause which could lead to the court making a Group Litigation Order.

14. Defamation

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

15. 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.

16. Litigant in person

Any claim where an **insured person** wants conduct of their own claim as defined by the Solicitors Regulation Authority (Code of Conduct: Rule 20).



Conditions

1. Your representation

- (a) On receiving a claim, if representation is necessary, **we** will appoint a **preferred law firm, 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, 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** who is not a **preferred law firm** or **tax consultancy**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm** or **tax consultancy**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting as the **appointed representative**), is currently £100 per hour. This amount may vary from time to time.
- (d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

2. Your responsibilities

An **insured person** must:

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

3. Offers to settle a claim

- (a) An **insured person** must tell **us** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **our** 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**.

4. Assessing and recovering costs

- (a) An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this.

- (b) An **insured person** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay **us** any amounts that are recovered.

5. Cancelling an appointed representative's appointment

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

6. Withdrawing cover

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.

7. Expert opinion

We may require **you** to get, 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 getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.

8. 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.

9. Keeping to the policy terms

An **insured person** must:

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



Helping you with your legal problems

If you wish to speak to **our** legal teams about a legal problem, please telephone **us** on **0330 100 9617** as soon as **you** become aware of the problem. **We** will ask **you** about **your** legal issue and if necessary call back to give **you** 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 section of the policy, telephone us on **0330 100 9617** quoting reference number TSS/4726053 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** accept the claim.

Data protection

To provide and administer the legal advice service and legal expenses insurance **we** must process the personal data (including sensitive personal data such as convictions) that **we** collect from **you** in accordance with **our** Privacy Policy.

To do so, **we** may need to send this information to other parties, such as lawyers or other experts, the court, insurance intermediaries or insurance companies. To give **you** legal advice, **we** may have to send information outside the European Economic Area.

In doing this, **we** will comply with the Data Protection Act 1998. Unless required by law or by a professional body, **we** will not disclose personal data about an **insured person** to any other person or organisation without written consent.

For any questions or comments, or requests to see a copy of the information **we** hold about **you**, please write to the Group Data Protection Controller at **our** Head Office address below.

How to make a complaint

We always aim to give **you** a high quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our** Head Office address:

DAS Legal Expenses Insurance Company Limited,
DAS House, Quay Side, Temple Back, Bristol BS1 6NH

Registered in England and Wales, number 103274.

Or **you** can phone **us** on **0344 893 9013** or email **us** at customerrelations@das.co.uk

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

If **you** are still not satisfied and are a small **business you** can contact the Insurance Division of the Financial Ombudsman Service at Exchange Tower, Harbour Exchange Square, London E14 9SR.

You can also contact them on: **0800 023 4567** (free from a landline) or **0300 123 9123** (free from some mobile phones), or email them at complaint.info@financial-ombudsman.org.uk. Website: www.financialombudsman.org.uk

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. You can contact the Legal Ombudsman Service at: **PO Box 6806, Wolverhampton, WV1 9WJ**.

You can also contact them by telephone on **0300 555 0333** or email them at enquiries@legalombudsman.org.uk Website: www.legalombudsman.org.uk

Using this service does not affect **your** right to take legal action.



Policy Exceptions

(not applicable to the Legal Expenses Insurance Section)

We will not provide indemnity in respect of

- (1) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event
 - (a) war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
 - (b) nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority
 - (c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and, or (b) above.

However,

- (1) exceptions (1) (a) (b) and (c) do not apply to the Employers' Liability Section or to the Terrorism Section, when insured by this policy
- (2) exception (1) (b) does not apply to the Public and Products Liability Section, when insured by this policy.
- (2) death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability
 - (a) directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - (b) directly or indirectly caused by or contributed to by or arising from the use of or threatened use of any weapon
 - (i) dispersing radioactive material and, or ionising radiation
 - (ii) using atomic or nuclear fission and, or fusion or other like reaction.

However,

- (1) exception (2) (b) does not apply to the following Sections, when insured by this policy
 - (a) Employers' Liability
 - (b) Public and Products Liability
- (2) exception 2 (a) does not apply to the Employers' Liability Insurance Section unless under a contract or agreement You have undertaken to
 - (a) indemnify another party
 - (b) assume the liability of another party
- (3) exceptions (2) (a) and (b) do not apply to the following Sections, when insured by this policy

(a) Employee Dishonesty

(b) Terrorism Insurance.

- (3) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event
 - (a) Terrorism
 - (b) civil commotion in Northern Ireland but this shall only apply to the Property Damage and Business Interruption Sections when insured by this policy
 - (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and, or (b) above
except as stated in the **Special Provisions – Terrorism** below.

Terrorism is defined as any act or acts including, but not limited to

- (i) the use or threat of force and, or violence
and, or
- (ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and, or chemical and, or biological and, or radiological means

caused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes.

In any action suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with 3(a) and 3(c) above regardless of any other contributory cause or event is not covered by this policy (or is covered only up to a specified limit of liability) You will have to prove that any such consequence is covered (or is covered beyond that limit of liability).

Special Provisions – Terrorism

When insured by this policy neither of the exclusions in 3 (a) and 3 (c) above shall apply to the

- (a) Employers' Liability Section but the Limit of Indemnity for the purposes of this Special Provision – Terrorism is limited to £5,000,000 including costs and expenses
- (b) Public and Products Liability Section but the Limit of Indemnity for the purposes of this Special Provision – Terrorism is limited to £2,000,000 or any other amount specified in the Schedule for Public and Products Liability whichever is the lower.

Exception (3) (a) above does not apply to the Terrorism Insurance Section, when insured by this policy.

- (4) loss destruction or damage directly caused by pressure waves from aircraft or other aerial devices.
- (5)
 - (a) securities or bonds
 - (b) jewellery or precious stones
 - (c) bullion
 - (d) furs



- (e) rare books
- (f) explosives

unless specifically mentioned.

However, Exceptions 5(a) to (f) do not apply to the Terrorism Section, when insured by this policy.

- (6) any claim which arises directly or indirectly from or consists of the failure or inability of any
 - (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
 - (b) media or systems used in connection with anything referred to in (a) above

whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and, or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

- (i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

However, We shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency arising under any of the following Sections, but only to the extent that such claim would otherwise be insured under that Section

- (1) Property Damage
- (2) Business Interruption
- (3) Money and Assault.

This exception does not apply to the Employers' Liability Section, when insured by this policy.

Definition

The following definition only applies to this exception

Defined Contingency

fire, lightning, explosion, aircraft and other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank, apparatus or pipe, impact by any road vehicle or animal, or theft.

- (7) any claim (other than in respect of Personal Injury as defined under the Public and Products Liability Section) arising directly or indirectly from or in connection with or consisting of
 - (a) Loss of Data.

However, We will not exclude any claim arising directly or indirectly from or in connection with or consisting of Loss of Data, which claims is not otherwise excluded and which results from a Malicious

Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections and only to the same extent that such claim is insured under that Section

- (i) Property Damage
- (ii) Money and Assault
- (iii) Business Interruption.

Exception (7) (a) above does not apply to the Public and Products Liability Section, when insured by this policy

- (b) any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from, or in connection with Virus or Similar Mechanism, Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

However, We will not exclude any claim in respect of any subsequent physical loss or destruction of or damage to property other than Computer and Electronic Equipment and Data Storage Materials, which claim is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections and only to the same extent that such subsequent physical loss or destruction of or damage to property is insured under that Section

- (i) Property Damage
- (ii) Money and Assault
- (iii) Business Interruption.

Exceptions (7) (a) and (b) do not apply to the following Sections, when insured by this policy

- (1) Employee Dishonesty
- (2) Employers' Liability
- (3) Terrorism Insurance
- (4) Legal Expenses Insurance.

Definition

The following definition only applies to this exception

Specified Contingency

- fire
- lightning
- explosion
- aircraft and other aerial devices or articles dropped from them
- earthquake
- storm or flood
- escape of water from any tank apparatus or pipe
- falling trees
- impact
- escape of fuel from any fixed oil heating installation



Conditions Precedent

The following Conditions Precedent should be read in conjunction with other Conditions Precedent which may apply to a specific Section of the Policy.

The following Conditions Precedent apply.

Minimum Security

It is a Condition Precedent to Our liability in respect of loss, destruction or damage occurring more than 30 days after the inception of the Policy that

- (1) final exit doors must be secured as follows:
 - (a) timber doors – by mortice deadlocks having five or more levers or conforming to BS3621 with matching boxed striking plate
 - (b) aluminium doors – by cylinder mortice lock operating a swinging lock bolt
 - (c) non-timber or non-aluminium doors – by key operated multi-point locking devices having three or more locking points
 - (d) the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom
- (2) all other external doors and internal doors leading to common areas or other premises, must be secured:
 - (a) by the means set out in (1), or
 - (b) by key operated security bolts fitted top and bottom
- (3) all opening windows or rooflights accessible from the ground or via roofs, pipework or other structures must be secured by key operated locking devices or screwed permanently shut
- (4) any security measures stipulated or agreed by Us in writing are implemented and in full and effective working order.

Any door or window officially designated a fire exit by the Fire Authority is excluded from these requirements.

Protections

It is a Condition Precedent to Our liability in respect of loss, destruction or damage caused by theft or attempted theft that whenever The Premises are

- (1) closed for business
- or
- (2) left unattended

all security devices provided to protect The Premises are properly fitted and put into full operation.

The following Condition Precedent applies only if stated under Additional Clauses operative in the Schedule.

Additional Clause A – Alarm Condition

Intruder Alarm System

Definitions

The following definitions only apply to the Intruder Alarm System Condition Precedent.

Alarmed Premises

The Premises or those parts of The Premises protected by the Intruder Alarm System.

Intruder Alarm System

The component parts detailed in the alarm specification including the means of communication used to transmit signals.

Keyholder

You or any Responsible Person or keyholding company authorised by You:-

- (1) to accept notification of faults or alarm signals relating to the Intruder Alarm System
 - (2) to attend, and allow access to The Premises
- at least one of whom must be available at all times.

Responsible Person

You or any person authorised by You to be responsible for the security of The Premises.

It is a Condition Precedent to Our liability in respect of loss, destruction or damage caused by theft or attempted theft

- (1) whenever The Premises are closed for business or left unattended the Alarmed Premises are protected by the Intruder Alarm System
- (2) the Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other company, as agreed with Us
- (3) no alteration to, or substitution of
 - (a) any part of the Intruder Alarm System
 - (b) the procedures agreed with Us for police or any other response to any activation of the Intruder Alarm System
 - (c) the maintenance contractshall be made without Our written agreement
- (4) at least one Responsible Person must remain on the Alarmed Premises
 - (a) unless the Intruder Alarm System is fully set with the means of communication used to transmit signals in full operation
 - (b) if the police have withdrawn their response to alarm callsexcept where We agree otherwise in writing
- (5) all keys to the Intruder Alarm System are removed from The Premises when The Premises are left unattended
- (6) You and each Keyholder



(a) keep secret the codes for the operation of the Intruder Alarm System
and

(b) do not leave details of the codes on The Premises

(7) You appoint at least two Keyholders and notify this in writing to the police and the alarm company who are contracted to maintain the alarm. You must also tell them of any change of Keyholders

(8) when the Intruder Alarm System has been set, and notice is given that it has been activated

or

the means of communication have been interrupted a Keyholder must attend The Premises as soon as possible following such notice and a Responsible Person must remain there until the requirements of paragraph 4 have been complied with.

except where we agree otherwise in writing

(9) if You receive notice

(a) that police response to alarm signals and, or calls from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed

(b) from a local authority or magistrate imposing any requirements for abatement of a nuisance

(c) from the installing company or another company as agreed by Us that the Intruder Alarm System cannot be returned to, or maintained in, full working order

You must tell Us as soon as possible and in any event no later than 10.00am on Our next working day

and

comply with all alternative security measures We may reasonably require.



Policy Conditions

Each Section of the policy contains conditions. They must be read in conjunction with the following Policy Conditions.

(1) Alteration of Risk

The Policy is voidable where there has been any material alteration to the risk after the commencement of this insurance

- (a) which increases the risk of loss, destruction, damage, accident or injury or
 - (b) where Your interest ceases except by will or operation of law
- unless We have accepted the alteration in writing.

(2) Arbitration

If We accept liability but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions.

An award made by the arbitrator will be a Condition Precedent to a right of legal action against Us.

(3) Average

Where a Sum Insured is subject to Average, if at the time of loss, destruction or damage, the Sum Insured is less than the total value of the property, You will

- (a) be responsible for the difference
- (b) bear a proportionate share of the loss.

(4) Cancellation

- (a) You may cancel Your policy
 - (i) within 14 days of receiving Your policy documents for the first Period of Insurance if for any reason You are dissatisfied or the policy does not meet Your requirements.
 - (ii) if at any time You sell The Business or sell all of the property insured shown in The Schedule, or You cease trading.

If You cancel the policy We will return part of the premium paid proportionate to the unexpired Period of Insurance provided that no claims have been paid or are outstanding during the current Period of Insurance.

- (b) We may cancel Your policy
 - (i) by sending You 30 days written notice to Your last known address.

We will return part of the premium paid proportionate to the unexpired Period of Insurance provided that

 - no claims have been paid or are outstanding or incidents reported that could give rise to a claim during the current Period of Insurance.
 - We have not identified a breach of any Policy Condition.
 - (ii) immediately if the premium has not been paid or there has been a default under an instalment or linked credit agreement.

If this policy or the Employers' Liability Section is cancelled any certificates of Employers' Liability insurance are cancelled from the same date. Any copies should not be displayed at Your Premises.

(5) Claims Procedure

If in relation to any claim You have failed to fulfill any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You will

- (a) tell Us immediately of any event or occurrence which may result in a claim,
- (b) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves
- (c) provide Us with all information and help We require in respect of the claim and where requested by Us, and at Your expense, a written claim containing as much information as possible of the loss, destruction, damage, accident or injury, including the amount of the claim, within
 - (i) 30 days of Your becoming aware of the event or occurrence or
 - (ii) 7 days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons of you becoming aware of the event or occurrence or such further time as we may allow.
- (d) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy
- (e) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement.
- (f) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

(6) Contribution

Applicable to Public and Products Liability Section and Employers' Liability Section

- (a) If the insurance provided by these Sections is also covered by another policy (or would but for the existence of these Sections), We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had these Sections not been effected.

Applicable to all other Sections insured by this policy

- (b) Where any loss, destruction, damage or liability covered by the policy is also covered by another policy (or would be but for the existence of this policy), We will only pay a rateable share of the loss.
- (c) If the other insurance is subject to a condition of average and this policy is not, this policy will become subject to the same condition of average.



- (d) If the Property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.

(7) Discharge of Liability

We may at any time pay

- (a) the Limit of Indemnity

or

- (b) the Sum Insured

or

- (c) a smaller amount for which a claim can be settled

after deduction of any sum already paid.

We will not make any further payment except for costs and expenses incurred prior to the payment of the claim.

(8) Fraud

We will avoid the policy from the date of the loss or alleged loss

- (a) if a claim made by You or anyone acting on Your behalf to obtain a policy benefit is fraudulent or intentionally exaggerated

or

- (b) a false declaration or statement is made in support of a claim.

(9) Identification

The policy and Schedule will read as one contract.

A particular word or phrase which is not defined will have its ordinary meaning.

(10) Index Linking

- (a) Renewal

Where it states in the Schedule that index linking applies, the amounts insured will be adjusted for movements in the following indices. We may select alternative measures if any of these indices are unavailable.

- (i) any Building and Tenants Improvements item

The General Building Cost Index issued by the Building Cost Information Service of the Royal Institution of Chartered Surveyors

- (ii) other items

The Producer Price Index for Home Sales of Manufactured Products issued by the Department of Trade and Industry.

- (b) Claims

These adjustments will continue during the

- (i) Period of Insurance
- (ii) period of repair, replacement or reinstatement provided that such work is carried out and completed without undue delay.

(11) Non Disclosure, Misrepresentation or Misdescription

The policy is voidable if You or anyone acting for You fails to disclose, misrepresents or misdescribes any material fact.

(12) Our Rights

If loss, destruction or damage occurs which may lead to a claim We may

- (a) enter or take possession of the Building or The Premises

- (b) take possession of, or require to be delivered to Us, Property Insured which We will deal within in a reasonable manner

without incurring liability or reducing Our rights.

We will not pay for loss, destruction or damage if You or anyone acting on Your behalf

- (i) do not comply with Our requirements

- (ii) hinder or obstruct Us.

You are not entitled to abandon property to Us.

(13) Reasonable Precautions

You will

- (a) maintain The Premises, machinery, plant and equipment in a satisfactory state of repair

- (b) take all reasonable precautions to prevent

- (i) loss, destruction or damage to Property Insured

- (ii) accident or injury to any person or loss, destruction or damage to their property

- (c) comply with all legal requirements and safety regulations and conduct The Business in a lawful manner

- (d) keep books with a complete record of purchases and sales.

(14) Reinstatement

When We decide, or are required, to reinstate or replace any property You will, at Your expense, provide

- (a) plans

- (b) documents

- (c) books

- (d) information

which We require.

We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.

The maximum amount We will pay in respect of one item is the Sum Insured.

(15) Subrogation

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to



- (a) enforce a right or remedy
or

- (b) obtain relief or indemnity

from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim.

- (ii) We may, at Our option, exercise Our right under Policy Condition (4) Cancellation.

Except where stated all other policy Section terms Conditions and Exceptions will continue to apply.

The above conditions do not affect Our right at Common Law.

(16) Subjectivity Condition

The policy, statement of fact and, or declaration made by You, and the Schedule, should be read together and form the contract of insurance between You, and Us

- (a) We will clearly state in the Schedule if the indemnity provided by the policy is subject to You:
 - (i) providing Us with any additional information requested by the required date(s),
 - (ii) completing any actions agreed between You and Us by the required date(s),
 - (iii) allowing Us to complete any actions agreed between You and Us.
- (b) if required by Us, You must allow Us access to The Premises, Your contract sites, and, or The Business, to carry out survey(s), within 60 days of the inception or renewal date, unless We agree otherwise in writing.

Upon completion of these requirements (or if they are not completed by the required dates), We may, at Our option:

- (i) modify the premium,
- (ii) issue a mid-term amendment to the policy or Section terms Conditions and Exceptions,
- (iii) require You to make alterations to The Premises or contract sites insured by the required date(s),
- (iv) exercise Our right to cancel the policy,
- (v) leave the policy or Section terms Conditions and Exceptions, and the premium, unaltered.

We will contact You with Our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by You and, or any decision by Us will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until We agree otherwise in writing. If You disagree with Our requirements and, or decisions, We will consider Your comments and where We consider appropriate, will continue to negotiate with You to resolve the matter to Your and Our satisfaction. In the event that the matter cannot be resolved:

- (i) You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover.



Complaints and Compensation

Complaints

(not applicable to the Legal Expenses Insurance Section)

Our objective is to provide a high standard of service to You at all times. However, We recognise that things can sometimes go wrong. When this occurs, We are committed to resolving matters promptly.

What happens if You complain

- (a) If We are unable to deal with Your complaint immediately, We will write to You within 5 working days of receipt and inform You who is dealing with the complaint and when You can next expect a response.
- (b) We aim to conclude Our investigations promptly. However, in some circumstances, Our investigations may take some time, and We will keep You fully informed. This means that We will write to You as soon as We have concluded Our investigation or, if We have not been able to inform You of Our decision within 4 weeks of receipt, We will write to You to let You know. If We are not able to reach a decision within 8 weeks, We will write to You again, either; concluding Our investigation, or;
- advising You of when We expect to be able to conclude Our investigation,
- or;
- advising You of Your right to take Your complaint to the Financial Ombudsman
- (c) When We conclude Your complaint We will write to You, giving You Our "Final Response". This will tell You if We have upheld or rejected Your complaint (in whole or in part), and if appropriate We will make an offer of redress.

What You should do if You would like to complain

If You are disappointed with any aspect of the handling of Your insurance, please contact the Managing Director at:

Towergate Underwriting
The Octagon
Middleborough
Colchester CO1 1TG
Tel: 0344 892 0965

If Your complaint requires investigation by another party, We will pass details onto them to deal with in accordance with their complaints procedure. In this event, We will provide You with details of who We have passed your complaint to.

Refer Your complaint to the Financial Ombudsman Service

If, after making a complaint to Towergate Underwriting or DAS, you feel that the matter has not been resolved to your satisfaction (or if Your complaint remains unresolved after 8 weeks of initially telling us) You may be able to refer Your complaint to the Financial Ombudsman at:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Tel: 0800 023 4567 (for landline users)
0300 123 9123 (for mobile users)

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

Website: www.financial-ombudsman.org.uk

The Financial Ombudsman Service will review your complaint if You are:

- a consumer i.e. an individual buying insurance in a private capacity or;
- a micro enterprise, (i.e. an enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed €2 million. In this definition, "enterprise" means any **person** engaged in an economic activity, irrespective of legal form and includes, in particular, self-employed **persons** and family businesses engaged in craft or other activities, and **partnerships** or associations regularly engaged in an economic activity) or;
- a charity with an annual income of less than £1m, or;
- the trustee of a trust with a net assets value of less than £1m.

Further details of the Financial Ombudsman Service can be obtained from www.financial-ombudsman.org.uk

Financial Services Compensation Scheme

Towergate Underwriting, a trading name of Towergate Underwriting Group Limited, and the insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS).

If we are unable to meet our obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information is available from the FSCS at www.fscs.org.uk.

Towergate Underwriting

The Octagon, Middleborough, Colchester CO1 1TG

Towergate Underwriting is a trading name of Towergate Underwriting Group Limited.

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Registered Office Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN.

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