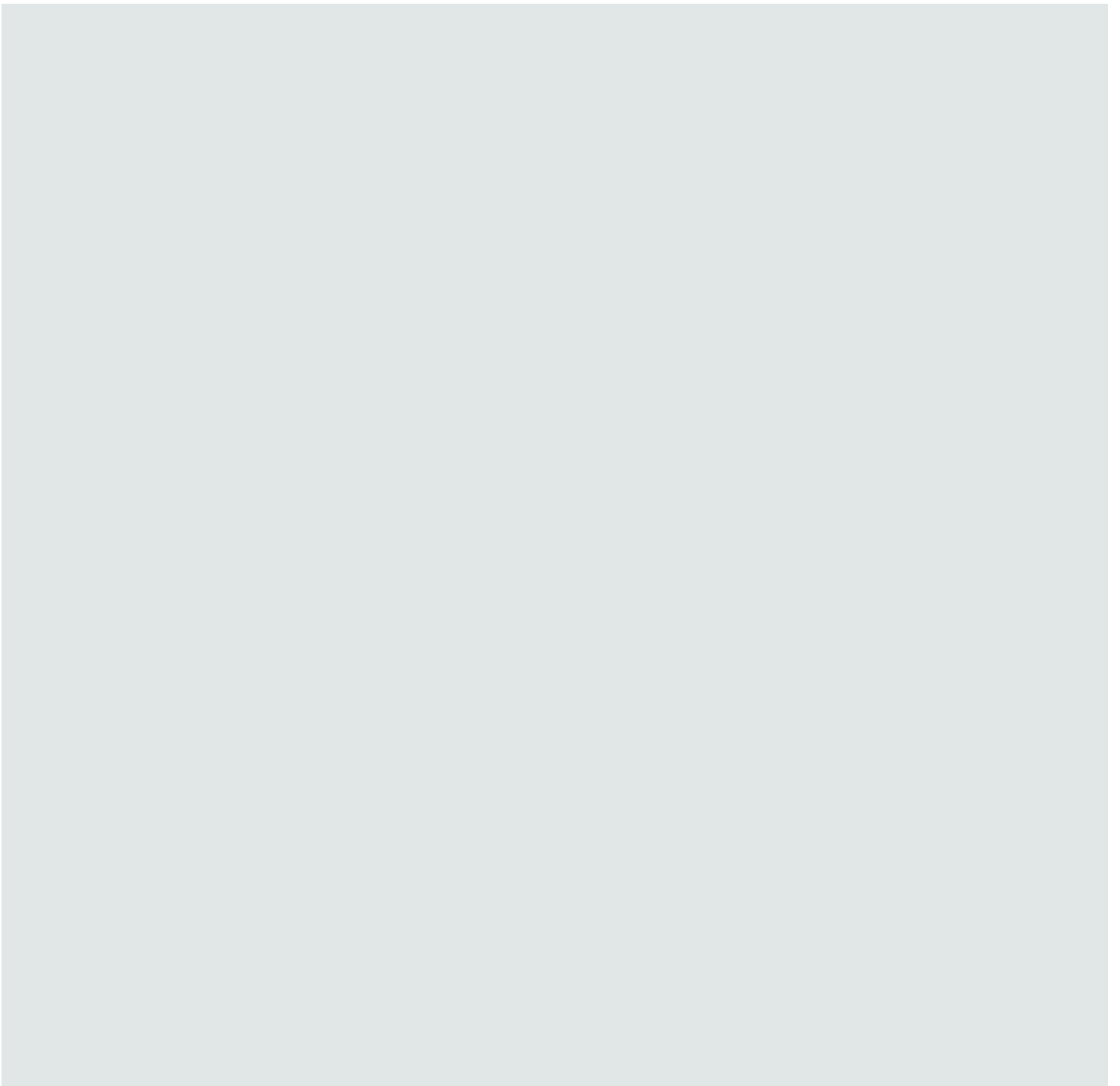


Office

Policy document



# Contents

A warm welcome to Zurich	3
Your Office policy	3
Helpline numbers	5
Meaning of words	7
<b>Section A</b>	
Buildings	8
Rent	8
Glass	9
Sanitaryware	9
Property owners Liability	9
Settling claims	10
Additional costs	10
Automatic reinstatement of the sum insured	10
Index linking	10
Selling your Buildings	10
<b>Section B</b>	
Contents	12
Additional costs	13
Property temporarily removed	13
Theft of keys	13
Loss of metered water	13
Trace and access	13
Debris removal costs	13
Settling claims	14
Automatic reinstatement of the sum insured	14
Index linking	14
Glass	15
Sanitaryware	15
Rent	15
Money	15
Malicious Attack	17
Employers' Liability	18
Public Liability	21
Tenant's Liability	29
<b>Section C</b>	
Business interruption	30
<b>Section D</b>	
Book debts	34
<b>Section E</b>	
Fidelity	36
<b>Section F</b>	
Personal accident	38
<b>Section G</b>	
Legal expenses	40
Endorsements	54
General conditions	55
Claims conditions	58
General exclusions	59
Our complaints procedure	64

# A warm welcome to Zurich

Thank *you* for taking out *your* Office insurance policy with *us* and welcome to Zurich Insurance plc.

Zurich Insurance plc is a member of a group of companies of which the ultimate parent company is Zurich Insurance Group Ltd, a company registered in Switzerland (Zurich). Zurich has a global network of subsidiaries and offices in North America and Europe as well as in Asia Pacific, Latin America and other markets. Founded in 1872, the Group is headquartered in Zurich, Switzerland. It employs approximately 60,000 people serving customers in more than 170 countries.

At Zurich we have *your* future in mind and look forward to working closely with *you*.

[www.zurich.co.uk](http://www.zurich.co.uk)

## Your Office policy

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

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

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

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

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

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

### Law applicable to this contract

#### Not applicable to section G

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

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

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

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

### How we use personal information

We hold personal information in accordance with the Data Protection Act 1998. The information supplied to us by you may be held on computer and passed to other insurers and reinsurers for underwriting and claims purposes. You should show this to anyone whose personal information may be processed to administer this policy including handling any claims.

We use a variety of security technologies and procedures to help protect personal information from inappropriate use, and we will continue to revise procedures and implement additional security features as new technology becomes available.

We may use personal information for underwriting and claims purposes, statistical analysis, management information, market research, audits on the handling of claims, systems integrity testing, and risk management. We will only share personal information as described in this notice or where we are required or allowed to do so by law.

We may record or monitor telephone calls for security and regulatory purposes.

### Policy administration

In order to administer your insurance policy and any claims made against this policy we may share personal information provided to us with other companies within the Zurich Insurance Group and with business partners including companies inside and outside the European Economic Area. If we do transfer personal information including where we propose a change of underwriter we make sure that it is appropriately protected.

We may conduct searches about anyone whose personal information may be processed to administer this policy (including handling any claims) using publicly available sources. Examples are the edited electoral roll, county court judgments / Scottish decrees, bankruptcy registers and other public databases. This helps us assess applications for insurance, provide renewal quotations and check the accuracy of information. These searches may be recorded by credit reference agencies but they will not affect any credit standing.

### Claims history

When you tell us about an incident or claim we may pass information relating to it to the Claims and Underwriting Exchange Register (CUE), run by Insurance Database Services Ltd (IDSL) or other relevant database.

We and other insurers may search CUE or other relevant databases when you apply for insurance, in the event of any incident or claim or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

### Fraud prevention and detection

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

- a) share information about you with other organisations including the police
- b) conduct searches using publicly available databases
- c) undertake credit searches
- d) check and share your details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering for example when:

- a) checking details on applications for credit and credit related or other facilities
- b) managing credit and credit related accounts or facilities
- c) recovering debt and tracing beneficiaries
- d) checking details on proposals and claims for all types of insurance
- e) checking details of job applicants and employees.

Please contact us if you want to receive details of the relevant fraud prevention agencies. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

### Data protection rights

Individuals have certain rights under the Data Protection Act 1998, including the right to ask for a copy of the information we hold about them. We may make a small charge for this. Individuals also have the right to ask us to correct their information if it is inaccurate.

If you want to know more about how we use personal information or have any data protection questions, please contact the Data Protection Officer, Zurich Insurance plc, 3000 Parkway, Whiteley, Fareham, Hants, PO15 7JZ.

# Helpline numbers

The following services are provided by DAS Law Limited and/or a preferred law firm on behalf of DAS Legal Expenses Insurance Company Limited (*DAS, we, us or our* for the purposes of these services).

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

If *you* have a complaint about the service or about the way *you* have been treated, please write to: DAS Customer Relations Department at:

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

Alternatively *you* can contact *DAS* by telephone on: 0117 934 0066, or email: [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk).

## Commercial Legal Assistance

### Legal advice and protection for your business

#### Helpline services

*You* can contact *our* UK-based call centres 24 hours a day, seven days a week. However, *we* may need to arrange to call *you* back depending on the enquiry. To help *us* check and improve *our* service standards, *we* record all inbound and outbound calls, except those to the counselling service.

When phoning, please tell *us* the policy number and the name of the insurance provider who sold *you* the policy.

#### Legal advice helpline

##### Call 0344 893 9022 when you require legal advice

*We* provide confidential legal advice over the phone on any commercial legal problem affecting the *business*, under the laws of any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

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

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

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

#### Tax advice service

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

*We* offer confidential advice over the phone on any tax matters affecting the *business*, under the laws of the United Kingdom.

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

### **Counselling service**

#### **Call 0344 893 9025 for confidential counselling**

We will provide *your employees*, including any members of their immediate family who permanently live with them, with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by *us*.

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

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

### **Health and medical information service**

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

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

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

### **Business Assistance**

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

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

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

#### **DAS Employment Manual**

##### **Visit [www.das.co.uk](http://www.das.co.uk) and click on the Employment Manual icon**

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

#### **DASbusinesslaw**

##### **Visit [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) for online legal advice and documents.**

##### **When registering, please use the following code which will provide you with access to a range of free documents: DAS472301**

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

The service also provides useful tools, articles and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help *you* keep *your business* one step ahead. Details of how to access DASbusinesslaw will be included with *your policy documentation*.

# Meaning of words

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

## **Buildings**

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

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

## **Business**

The business shown in the schedule including:

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

## **Consequential Loss**

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

## **Damage**

Loss or damage.

## **Employee** (This meaning does not apply to section E)

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

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

## **Excess**

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

## **Premises**

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

## **We, Us or Our** (This meaning does not apply to section G).

Zurich Insurance plc.

## **You or Your**

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

# Section A – buildings

## Property Insured

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

## Meaning of words

### Average

If, at the time of the *damage*, the sum insured is less than the full reinstatement value of the property insured the amount we will pay will be reduced in proportion to the amount of the under insurance.

For the avoidance of doubt solely in respect of the application of average to any item under this policy clause c) iii) of General Condition 1 will not apply.

## The cover

### What is insured

---

#### **Buildings**

- 1 The *buildings* are insured against *damage*.
- 

#### **Rent**

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

The most we will pay is 15% of the sum insured by section A on the damaged *building* as specified in the schedule.

The work of repair or reinstatement must be done without delay.

### What is not insured

---

Your attention is drawn to the Conditions and Exclusions section of this policy.

---



	<b>What is insured</b>	<b>What is not insured</b>
<b>Glass</b>	<p><b>3</b> Accidental breakage of fixed glass at the <i>premises</i> for which <i>you</i> are responsible. The most we will pay is the cost of replacing broken glass with glass of similar quality or as otherwise recommended by the British Standard Code of Practice BS6262. We will also pay for the cost of boarding up until the broken glass is replaced.</p>	<p>Breakage of cracked or scratched glass.</p> <p><i>Damage</i> resulting from repairs or alterations to the <i>premises</i>.</p>
<b>Sanitaryware</b>	<p><b>4</b> Accidental breakage of fixed sanitaryware at the <i>premises</i> for which <i>you</i> are responsible.</p>	<p><i>Damage</i> resulting from repairs or alterations to the <i>premises</i>.</p>
<b>Property Owners Liability</b>	<p><b>5</b> Any amounts which <i>you</i>, as owner of the <i>premises</i> become legally liable to pay as compensation for accidental death of or accidental personal injury to any person or accidental <i>damage</i> to material property, occurring during the period of insurance.</p> <p>Your legal liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any <i>premises</i> which have been disposed of by <i>you</i>. Provided that <i>you</i> have no other more specific insurance in force.</p> <p>The most we will pay for all claims made for any one occurrence or all occurrences of a series arising out of one original cause is £2,000,000. We will also pay legal costs awarded to any claimant or incurred in defending any claim that is contested with <i>our</i> consent.</p>	<p>Any liability:</p> <ul style="list-style-type: none"> <li>• arising from an agreement which imposes a liability which <i>you</i> would not otherwise have been under</li> <li>• arising from the occupation of the <i>premises</i></li> <li>• for <i>damage</i> to property owned or held in trust by <i>you</i> or <i>your</i> custody or control</li> <li>• for bodily injury or disease sustained by any <i>employee</i></li> <li>• for the cost of remedying any defect or alleged defect in the <i>premises</i>.</li> </ul>

<b>Settling Claims</b>	<p>We will pay the full cost of repair or reinstatement of the damaged part of the <i>buildings</i> provided that the work is done without delay or at <i>our</i> option we will arrange for the work to be carried out. However, we will take off an amount for wear and tear if the <i>buildings</i> are in a poor state of repair or decoration.</p> <p>We will not pay for repair or reinstatement to a condition better or more extensive than the condition of the <i>buildings</i> when new.</p>
<b>Average</b>	The sum insured under each <i>building</i> is separately subject to <i>average</i> .
<b>Additional costs</b>	<p>We will pay the necessary and reasonable expenses that <i>you</i> incur in repairing or reinstating the <i>buildings</i> following <i>damage</i> insured under this section, namely:</p> <ul style="list-style-type: none"> <li>• fees to architects, surveyors, consulting engineers and others</li> <li>• the cost of clearing the site and making it and the <i>premises</i> safe</li> <li>• the cost of complying with any government or local authority requirement following <i>damage</i> unless <i>you</i> were given notice of the requirement before the <i>damage</i>.</li> </ul> <p>We will not pay:</p> <ul style="list-style-type: none"> <li>• fees for preparing a claim under this section</li> <li>• for the cost of undamaged parts of the <i>buildings</i> (except the foundations of the damaged parts)</li> <li>• the cost of work stipulated in any notice already served upon <i>you</i></li> <li>• for costs or expenses incurred in removing debris other than from the <i>premises</i> and the area immediately adjacent</li> <li>• for costs or expenses arising from pollution or contamination of property not insured by this policy.</li> </ul>
<b>Limits</b>	The most we will pay for <i>damage</i> to the <i>buildings</i> , including additional costs, is the sum insured under section A.
<b>Automatic reinstatement of the sum insured</b>	<p>We will automatically reinstate the sum insured upon notification of a claim to <i>us</i> unless we give <i>you</i> written notice to the contrary.</p> <p>Provided that <i>you</i>:</p> <ul style="list-style-type: none"> <li>• pay the appropriate additional premium</li> <li>• take immediate steps to carry out any amendments in the protection of the <i>premises</i> that we may require.</li> </ul> <p>The most we will reinstate in any one period of insurance is the sum insured.</p>
<b>Index linking</b>	<p>(This will only apply if shown in the schedule).</p> <p>We will automatically adjust the sum insured in line with changes in suitable indices of cost. This adjustment will continue after any insured <i>damage</i> if the repairs or reinstatement are done without delay.</p> <p>We will not charge any extra premium during the period of insurance but at the end of the period we will work out the renewal premium on the revised sum insured.</p>
<b>Selling your buildings</b>	If <i>you</i> are selling <i>your buildings</i> we will insure the buyer up to the date the contract is completed unless he has arranged his own insurance. The buyer must keep to the terms and conditions of the policy.

**Excess** You will be responsible under this section for:

- i) the first £250 of any claim for *damage* to material property arising out of any one incident of *damage* unless caused by subsidence, ground heave or landslip
- ii) the first £1,000 of any claim for *damage* to material property arising out of any one incident of *damage* caused by subsidence, ground heave or landslip.

**Special Exclusion applying to section A**

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

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

*Your attention is drawn to the Conditions and Exclusions section of this policy.*

# Section B – contents

## Meaning of words

### Contents

1 Office contents including:

- fixtures, fittings and external signs
- telephone and telex installations
- *your* personal belongings or those of *your employees*, directors or visitors. The most *we* will pay is £500 for any one person

2 Tenant's improvements and decorations

3 Trade samples and goods held in trust

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

The following property is not included as *contents*:

- landlord's fixtures and fittings
- motor vehicles, watercraft, aircraft and accessories
- livestock
- precious metals and alloys except cutlery, table accessories or trophies
- jewellery, precious stones, furs, drugs and explosives
- travel and theatre tickets, bonds, promissory notes, securities, medals, coins or stamps forming part of a collection
- cash, cheques, stamps or banknotes except as provided for elsewhere in this section
- glass except as provided for elsewhere in this section
- property more specifically insured.

### Average

If, at the time of the *damage*, the sum insured is less than the full reinstatement value of the property insured the amount *we* will pay will be reduced in proportion to the amount of the under insurance.

For the avoidance of doubt solely in respect of the application of average to any item under this policy clause c) iii) of General Condition 1 will not apply.

## The cover

### What is insured

---

#### Contents

1 *Damage*:

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

### What is not insured

---

*Your* attention is drawn to the Conditions and Exclusions section of this policy.

## Additional costs

### Property temporarily removed

We will pay for *damage* to:

- office equipment belonging to *you* or for which *you* are responsible whilst at exhibitions within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland. The most we will pay is £2,500
- *contents* belonging to *you* or for which *you* are responsible within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland. The most we will pay is £1,000
- plans, designs, deeds, briefs, non-negotiable documents, manuscripts, business books, office and computer systems records belonging to *you* or for which *you* are responsible within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland including whilst in the post. The most we will pay is 15% of the sum insured by item 1 of section B as specified in the schedule or £1,000 whichever is the less.

### Theft of keys

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

- the *buildings*
- the home of any *employee* or director.

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

The most we will pay is £1,000.

### Loss of metered water

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

The most we will pay is £2,500.

### Trace and access

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

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

The most we will pay is £2,500.

### Debris removal costs

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

We will not pay for:

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

<b>Settling claims</b>	<p>In the event of <i>damage</i> which is insured by this section to the property insured:</p> <ul style="list-style-type: none"> <li>• by item 1 of section B as specified in the schedule we will pay the full cost of repair or reinstatement of the property to a condition equal to but not better than its condition when new, provided that the cost is incurred. We will not pay any cost in connection with producing information to be recorded in documents, manuscripts, business books or computer systems records</li> <li>• by item 2 of section B as specified in the schedule we will pay the full cost of repair or reinstatement of the property to a condition equal to but not better than its condition when new, provided that the cost is incurred. If the property has not been maintained in good repair we will make a deduction for deterioration</li> <li>• by item 3 of section B as specified in the schedule we will indemnify <i>you</i> either by payment, repair or at <i>our</i> option, reinstatement.</li> </ul>
<b>Average</b>	The sums insured by this section are subject to <i>average</i> .
<b>Limits</b>	The most we will pay under any item is the sum insured applicable to that item.
<b>Automatic reinstatement of the sum insured</b>	<p>We will automatically reinstate the sum insured upon notification of a claim to <i>us</i> unless we give written notice to the contrary.</p> <p>Provided that:</p> <ul style="list-style-type: none"> <li>• <i>you</i> pay the appropriate additional premium</li> <li>• <i>you</i> take immediate steps to carry out any amendments in the protections of the <i>premises</i> that we may require.</li> </ul> <p>The most we will reinstate in any one period of insurance is the sum insured.</p>
<b>Index linking</b>	<p>(This will only apply if shown in the schedule)</p> <p>We will automatically adjust the sums insured under section B in line with changes in suitable indices of cost.</p> <p>These adjustments will continue after any insured <i>damage</i> if the repairs or reinstatement are done without delay.</p> <p>We will not charge any extra premium during the period of insurance, but at the end of the period we will work out the renewal premium on the revised sums insured.</p>

	<b>Additional Cover</b>	<b>What is not insured</b>
	<b>What is insured</b>	
<b>Glass</b>	<p><b>2</b> Accidental breakage of fixed glass for which <i>you</i> are responsible at the <i>premises</i>. The most <i>we</i> will pay is the cost of replacing broken glass with glass of similar quality or as otherwise recommended by the British Standard Code of Practice BS6262.</p> <p><i>We</i> will also pay for the cost of boarding up until the broken glass is replaced.</p>	<p>Breakage of cracked or scratched glass.</p> <p><i>Damage</i> resulting from repairs or alterations to the <i>premises</i>.</p>
<b>Sanitaryware</b>	<p><b>3</b> Accidental breakage of fixed sanitaryware.</p>	<p><i>Damage</i> resulting from repairs or alterations to the <i>premises</i>.</p>
<b>Rent</b>	<p><b>4</b> If the <i>building</i> is made uninhabitable by <i>damage</i> which is insured by this section, <i>we</i> will pay for rent that <i>you</i> are liable to pay until the <i>building</i> is repaired or reinstated. The most <i>we</i> will pay is 25% of the sum insured by item 1 of section B as specified in the schedule as applying to the damaged <i>building</i>.</p>	
<b>Money</b>	<p><b>5</b> <b>Meaning of words</b></p> <p><b>Money</b></p> <p>Cash, bank and currency notes, postal orders, cheques, banker's drafts, bills of exchange, unused units in postage stamp franking machines, postage stamps, revenue stamps, National Savings certificates, National Insurance stamps, stamped or franked National Insurance cards, Holiday-with-Pay stamps, Dental Estimate Board Payment forms, Premium Savings bonds, luncheon vouchers, trading stamps, credit card sales vouchers, consumer redemption vouchers and gift tokens accepted by <i>you</i> and VAT purchase invoices, all pertaining to the <i>business</i> and belonging to <i>you</i> or for which <i>you</i> are responsible.</p> <p><b>Business Hours</b></p> <p>Any time when <i>you</i> or any of <i>your employees</i> or directors with responsibility for <i>money</i> are in the business portion of <i>your premises</i> for the purpose of <i>your business</i>.</p>	

## What is insured

---

Physical *damage* to:

- *money*
- safes or strongrooms which normally contain *money* caused by theft or attempted theft

within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.

Provided that:

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

## What is not insured

---

Loss from any unattended road vehicle.

*Damage* caused by or due to:

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

The most we will pay is listed as follows:

For *money* in the form of crossed cheques, postal orders, crossed bankers' drafts, credit card sales vouchers, Dental Estimate Board Payment forms, Premium Savings bonds, National Savings certificates, unused units in postage stamp franking machines, stamped or franked National Insurance cards and VAT purchase invoices £250,000

For *money* in any other form:

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



**Malicious Attack**

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

Provided that:

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

**Table of Benefits**

If physical injury is the only and direct cause of:

A	Death	£10,000
B	Permanent total loss of one or more limbs	£10,000
C	Permanent total loss of all sight of one or both eyes	£10,000
D	Permanent total inability to attend to any occupation or business	£10,000
E	Temporary total inability to attend to the usual occupation or business	Normal weekly wage or salary up to £100

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

**Special Exclusion applying to section B 1-6**

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

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

## Employers' Liability

### What is insured

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

We will pay:

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

Provided that the bodily injury or disease is caused:

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

### What is not insured

Any liability:

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

## Limit of Liability

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

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

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

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

The amount shall be inclusive of:

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

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

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

**What is insured**

---

**Extensions to the Employers' Liability cover**

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

- i) Section 36 or 37 of the Health and Safety at Work etc. Act 1974 for an offence as defined in Section 33 of that Act
- ii) Article 34 of the Health and Safety at Work Act (Northern Ireland) Order 1978 for an offence as defined in Article 31 of that order occurring during the period of insurance and arising out of their employment by *you* in connection with *your business*.

Provided that:

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

**Corporate  
Manslaughter  
and Corporate  
Homicide Act 2007**

We will indemnify *you* against costs and expenses incurred with *our* prior written consent in the defence of any criminal proceedings arising from an alleged breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the period of insurance in the course of the business including any appeal against conviction arising from such proceedings.

**What is not insured**

---

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

Any fines or penalties.

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

---

Proceedings brought outside the territorial limits.

This extension shall not apply:

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

The defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work etc. Act 1974 or any regulations made thereunder. Defence costs available from any other source or provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance.

---

Provided that:

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

### Unsatisfied Court Judgements

#### What is insured

---

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

Provided that:

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

#### What is not insured

---

### Court Attendance Expenses

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

- i) *you* or *your* partner  
or director £250 per day
  - ii) any *employee* £100 per day
-

All the extensions to the Employers' Liability cover are subject to the following:

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

**What is insured**

**Public Liability**

- 8** Your legal liability for:
- accidental death of or accidental personal injury to any person
  - accidental *damage* to material property
  - accidental obstruction, accidental trespass, accidental nuisance or accidental interference with pedestrian, road, rail, air or waterborne traffic
- occurring during any period of insurance within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with *your business*.
- We will pay all sums *you* shall become legally liable to pay as compensation.

**What is not insured**

- Any liability:
- for bodily injury or disease sustained by any *employee* arising out of and in the course of his employment by *you* in connection with *your business*
  - arising from professional advice given by *you* for a fee or in circumstances where a fee would normally be charged
  - arising from treatment or the dispensing of medicines or drugs
  - arising from any commodities or goods sold, supplied, hired out, constructed, erected, installed, repaired, serviced or processed by or on behalf of *you*.  
This shall not apply to food or drinks sold or supplied by *you* for consumption on *your premises*.
  - arising from ownership of the *premises*
  - for *damage* to property which belongs to *you* or is held in trust by *you* or borrowed, rented, leased or hired for use by *you*.  
This shall not apply to:
    - i) personal property (including vehicles and contents) of *your employees*, directors or visitors
    - ii) buildings or their contents temporarily occupied by *you* for the purpose of carrying out work
    - iii) premises rented, hired, leased or lent to *you* unless the liability attaches solely because of a contract or agreement
  - for *damage* to that part of any property upon which *you* or *your* servant or agent has been working, where the *damage* is a direct result of such work
  - arising out of programming or for loss of information or the provision of wrong information on in or from computer disks, tapes or other data recording equipment

### What is insured

---

### What is not insured

---

- for liquidated damages, fines or penalties which attach solely because of a contract or agreement
  - arising from the ownership, possession or use of any mechanically propelled vehicle or mobile plant by *you* or on *your* behalf:
    - i) which is licensed for road use
    - ii) for which compulsory motor insurance or security is required
    - iii) which is more specifically insured.This shall not apply to the loading and unloading of mechanically propelled vehicles or mobile plant unless more specifically insured
  - arising from the ownership, possession or use by *you* or on *your* behalf of:
    - i) craft designed to travel through air or space
    - ii) hovercraft or watercraft.
- 

### Limit of Liability

The most we will pay for all claims made for any one occurrence or all occurrences of a series arising out of one original cause is £2,000,000. We will also pay legal costs awarded to any claimant or incurred in defending any claim that is contested with *our* consent.

### Extensions to the Public Liability cover

#### Public Liability during visits abroad

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

**Personal Liability during visits abroad**

**What is insured**

---

The personal liability of:

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

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

**Cross Liabilities**

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

**Data Protection Act**

We will pay all sums *you* become legally liable to pay under Section 13 of the Data Protection Act 1998 in connection with personal data held by *you*.

**What is not insured**

---

Any liability:

- arising from any contract or agreement which imposes a liability that would not otherwise have attached
- arising from the ownership or occupation of any land or buildings
- arising from the carrying on of any trade or profession
- arising from the ownership, possession or use of:
  - i) firearms other than sporting guns
  - ii) mechanically propelled vehicles
  - iii) craft designed to travel through air and space
  - iv) hovercraft or watercraft
  - v) animals of dangerous species
- arising from *damage* to property owned or held in trust by:
  - i) *you*
  - ii) any *employee* or director
  - iii) the family of any *employee* or director
- for accidental death of or accidental illness of or personal injury to any member of the family of any *employee* or director or to any employee of any director or *employee*.

Fines or penalties.

The cost of replacing, reinstating rectifying or erasing any personal data.

## Motor Contingent Liability

### What is insured

---

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

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

### What is not insured

---

Any liability:

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

## Environmental Clean Up Costs

### Meaning of words

#### **Clean Up Costs**

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

#### **Remediation**

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

#### **Enforcing Authority**

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

#### **Pollution or Contamination**

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



## What is insured

---

All sums insured which *you* shall become legally liable to pay as compensation for *Clean Up Costs* arising from environmental damage caused by *Pollution or Contamination* where such liability arises under an environmental directive, statute or statutory instrument.

Provided that:

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

## What is not insured

---

Any liability:

- in respect of *Clean Up Costs* for *damage* to *your* land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in *your* care, custody or control
- for *damage* connected with pre-existing contaminated property
- for *damage* caused by a succession of several events where such individual event would not warrant immediate action
- in respect of removal of any risk of an adverse effect on human health on *your* land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in *your* care, custody or control
- in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time *Remediation* commences
- in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being *Pollution or Contamination* caused by a sudden, identifiable, unintended and unexpected incident
- for *damage* resulting from an alteration to subterranean stores of groundwater or to flow patterns
- in respect of costs for the reinstatement or reintroduction of flora or fauna
- for *damage* caused deliberately or intentionally by *you* or where *you* have knowingly deviated from environmental protection rulings or where *you* have knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which they are responsible

## What is insured

---

## What is not insured

---

- in respect of fines or penalties of any kind
  - for *damage* caused by the ownership or operation on behalf of *you* of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
  - for *damage* which is covered by a more specific insurance policy
  - for *damage* caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
  - for *damage* caused by disease in animals belonging to or kept or sold by *you*.
- 

### All the extensions to the Public Liability cover are subject to the following:

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

### Special Condition applying to no. 8 of section B – Public Liability

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

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

The most we will pay for all claims arising from Pollution or Contamination which is deemed to have occurred during the period of insurance is £2,000,000. Provided that the most we will pay will not increase and we will not pay more than the limit stated under No. 8 Public Liability.

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

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

## What is insured

---

## What is not insured

---

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

#### Additional Benefit

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

- i) representation at any Coroner's Inquest or Fatal Enquiry in respect of any death
- ii) defending in any Court of Summary Jurisdiction any proceedings in respect of any act or omission causing or relating to any event

which may be the subject of indemnity under this section.

---

#### Indemnity to Directors and Employees

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

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

Provided that:

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

#### Indemnity to Principal

In the event of any claim for which *you* would be entitled to receive indemnity under No.7 of section B – Employers' Liability or No.8 of section B – Public Liability being brought or made against any Public or Local Authority or other Principal *we* will indemnify the said Public or Local Authority or other Principal against such claim and/or any costs, charges and expenses for such claim. Provided that *we* shall not be liable unless *we* have sole conduct and control of all claims made under this extension.

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

**What is insured**

---

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

Provided that the breach was committed or alleged to have been committed during the period of insurance.

---

**Corporate  
Manslaughter  
and Corporate  
Homicide Act 2007**

We will indemnify *you* against costs and expenses incurred with *our* prior written consent in the defence of any criminal proceedings arising from an alleged breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the period of insurance in the course of the *business* including any appeal against conviction arising from such proceedings.

---

**What is not insured**

---

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

This extension shall not apply:

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

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

Provided that:

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

## What is insured

---

## What is not insured

---

### Private Work

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

All the extensions to the Employers' Liability and Public Liability cover are subject to the following:

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

### Tenant's Liability

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

Your legal liability as tenant for:

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

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

### Excess

You will be responsible under this section for the first £250 of any claim for *damage* to material property arising out of any one incident of *damage* unless caused by *damage* to *money*, safes or strongrooms.

Your attention is drawn to the Conditions and Exclusions section of this policy.

# Section C – business interruption

## Meaning of Words

### **Income**

The money paid or payable to *you* in the course of *your business* at the *premises* for services provided.

### **Extra expenses**

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

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

### **Indemnity period**

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

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

- 3 months in respect of a *Notifiable disease*, or arising from murder or suicide at the premises
- 12 months in respect of any other claim under this section of the policy

### **Notifiable disease**

Illness sustained by any person resulting from:

- food or drink poisoning
- one of the following specified human infectious or human contagious diseases:
  - Acute encephalitis
  - Acute poliomyelitis
  - Bubonic Plague
  - Anthrax
  - Cholera
  - Diphtheria
  - Dysentery
  - Legionellosis
  - Legionnaires Disease
  - Leprosy
  - Leptospirosis
  - Malaria
  - Measles
  - Meningitis
  - Meningococcal Infection
  - Mumps
  - Ophthalmia neonatorum
  - Paratyphoid fever
  - Rabies
  - Relapsing fever
  - Rubella
  - Scarlet fever
  - Smallpox
  - Tetanus
  - Tuberculosis
  - Typhoid fever
  - Typhus fever
  - Viral hepatitis
  - Viral haemorrhagic
  - Whooping cough
  - Yellow fever

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

### **Average**

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

For the avoidance of doubt solely in respect of the application of average to any item under this policy clause c) iii) of General Condition 1 will not apply.

## The cover

**Item 1** Loss of *income* and *extra expenses*.

**Item 2** *Extra expenses* only.

- 1** We will pay for the loss of *income* and/or *extra expenses* incurred by you during the *indemnity period* as a result of interruption or interference with the *business* caused by *damage* to:
- the *buildings* of the *premises* shown in the schedule
  - the *contents* or glass of the *premises* shown in the schedule.

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

## Settling Claims

**Item 1** We will pay:

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

We will take into account in calculating the payment:

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

**Item 2** We will pay:

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

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

**Additional cover**

We will also pay for:

**Documents  
Temporarily  
Removed**

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

**Prevention  
of Access**

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

**Failure of  
Telephone  
Exchange  
Equipment**

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

**Failure of  
public utilities**

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

**Disease, vermin  
and suicide  
extension**

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

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

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

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

For the period specified in the *indemnity period*.



We will not pay for:

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

#### **Supplementary Conditions**

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

#### **Limits**

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

#### **Automatic reinstatement of loss**

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

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

#### **Special Conditions applying to section C**

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

#### **Special Exclusion applying to section C**

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

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

**Your attention is drawn to the Conditions and Exclusions section of this policy.**

## Section D – book debts

### Meaning of Words

#### **Outstanding debit balances**

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

#### **Professional accountant's charges**

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

### The cover

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

- i) at the *premises*
- ii) whilst temporarily removed from the *premises* and within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland including whilst in the post suffer *damage* which is insured by this policy and as a direct result of such *damage* *you* are unable to trace or establish the *outstanding debit balances* due to *you* we will pay *you*:

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

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

<b>Limit</b>	The most we will pay is the sum insured under section D.
<b>Automatic reinstatement of loss</b>	<p>We will automatically reinstate the sum insured upon notification of a claim to <i>us</i> unless we give <i>you</i> written notice to the contrary.</p> <p>Provided that <i>you</i> pay the appropriate additional premium.</p> <p>The most we will reinstate in any one period of insurance is the sum insured.</p>

#### Special Conditions applying to section D

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

#### Special Exclusion applying to section D

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

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

**Your attention is drawn to the Conditions and Exclusions section of this policy.**

## Section E – fidelity

### The cover

#### What is insured

---

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

Provided that:

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

#### What is not insured

---

Loss by fraud or dishonesty by any employee:

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

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

**Limit** The most we will pay is £25,000.

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

Provided that:

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

## Special Conditions

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

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

- 2 If we require it you must use all diligence in prosecuting to a conviction any employee for the act of fraud or dishonesty for which a claim has been made under this policy. If a conviction is obtained this shall be at our expense.

- 3 We may, at our own expense, take steps to recover from the employee or the employee's estate any loss that we have paid or are liable to pay under the policy. For this purpose we may use your name and you must give us any information or assistance that we require.

- 4 We shall not be liable unless:

- i) you obtain written references covering the previous three years employment before engaging any employee other than school leavers and those not responsible for money, contents, book-keeping or accounts. These references must be produced in the event of a claim
- ii) all money received by any employee is passed daily to you or to an employee authorised to receive money or is banked daily
- iii) statements of account are sent at least monthly direct to all customers and are not sent by employees authorised to receive money
- iv) cash book entries and other records of money received including computer systems records are fully checked at least monthly against:
  - a) the bank statement
  - b) receipt counterfoils
  - c) vouchers
  - d) supporting documents and cash in hand independently of the employees handling such records or money
- v)
  - a) the ordering of
  - b) the certification of receipt for and
  - c) the authorisation of payment forgoods or subcontracted work are carried out by different employees acting independently
- vi) supporting papers are checked independently of the employees who prepare cheques and any cheque for over £5,000 is signed by two people
- vii) wages and salaries are independently checked before payment
- viii) all books are balanced and checked by professional auditors at least annually.

Your attention is drawn to the Conditions and Exclusions section of this policy.

# Section F – personal accident

## Meaning of Words

### ***Assured***

*You* and any of *your* partners, directors or *employees* aged over 16 and under 65 years who are employed and normally resident in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

### ***Usual occupation or business***

The occupation of the *Assured* as stated in *your* records at the date of the injury.

## The cover

### What is insured

---

- 1 Accidental bodily injury by violent, external and visible means (including exposure which results from an accident to an aircraft, vehicle or vessel in which the *Assured* is travelling,) sustained by the *Assured* during the period of insurance.
- 2 Disappearance of the *Assured* which after:
  - i) a reasonable time has passed
  - ii) suitable evidence has been produced satisfies *us* that death of the *Assured* as a sole and direct result of accidental bodily injury as defined above may reasonably be presumed. Provided that *you* agree in writing to refund *us* the benefit paid if such death is subsequently found not to have happened.

### What is not insured

---

Death, injury, loss or disablement caused by:

- prolonged or complicated by any pre-existing physical weakness, defect or disease or by any previously sustained injury
- the *Assured* motor-cycling, hunting, mountaineering, racing other than on foot, playing football, ice hockey or polo, ski-ing, tobogganing, parachuting, hang-gliding, pot-holing or using power-driven woodworking machinery
- the *Assured* flying except as a passenger in a properly certificated or licensed power-driven aircraft constructed to carry passengers
- the *Assured* being insane or under the influence of drink or drugs, committing suicide or any act of intentional self-injury, being or having been pregnant, or taking part in civil commotion or riot of any kind.

### Table of Benefits

If accidental bodily injury is the only and direct cause of:

	Benefit per unit
1 Death	£20,000
2 Permanent total loss of one or more limbs	£20,000
3 Permanent loss of all sight of one or both eyes	£20,000
4 Permanent total inability to attend to any occupation or business	£20,000
5 Temporary total inability to attend to the <i>usual occupation or business</i>	Normal weekly wage or salary up to £40

### Limits and settling claims

- We will pay the sum or sums according to the number of units of benefit as shown in the schedule provided that death or disablement occurs within twelve months of the date of injury.
- Under benefit 5 we will not pay the benefit for the first two weeks of each period of disablement. We will not pay the benefit for more than 104 weeks.
- If we are satisfied that disability under benefit 5 is permanent, benefit 4 shall become payable when benefit 5 is exhausted. Except for this, we will not pay more than one benefit for the same accident.
- We will not pay for more than one benefit for the same period of time.
- No benefit shall be paid until its entire amount has been agreed except that under benefit 5 we will on request make interim payments before the end of the period of disability at not less than four weekly intervals.
- We will not pay more than £250,000 in respect of all *Assured* travelling in any one aircraft.

### Special Conditions

- 1 No benefits shall be paid for any period earlier than seven days before we receive notice in writing of a claim.
- 2 You must supply all certificates, supporting evidence and information within such time that we may reasonably require at *your* own expense. In the event of non-fatal injury we shall be entitled to request examinations by a medical referee appointed by *us* and in the event of death we shall be entitled to have a post-mortem examination.

Your attention is drawn to the Conditions and Exclusions section of this policy.

# Section G – legal expenses

This section is only operative if stated in the schedule.

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

## Important Note

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

## Special definitions

### Appointed representative

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

### Aspect enquiry

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

### Costs and expenses

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

### Countries covered

- a) For insured incidents Legal defence (excluding 5. Statutory notice appeals) and Personal injury: The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, 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.

### Cross tax enquiry

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

### DAS standard terms of appointment

The terms and conditions including the amount *we* will pay to an *appointed representative* that apply to the relevant type of claim which could include a conditional fee agreement (no win, no fee).

### Date of occurrence

- a) For civil cases other than under insured incident Tax protection the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause the date of occurrence is the date of the first of these events. (This is the date the event happened which may be before the date *you* or an *insured person* first became aware of it.)
- b) For criminal cases the date the *insured person* began or is alleged to have begun to break the law.
- c) For insured incident Statutory licence appeal the date when *you* first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel *your* licence, mandatory registration or British Standard Certificate of Registration.



- d) For insured incident Tax protection the date when HM Revenue & Customs or the relevant authority first notifies *you* of its intention to carry out an enquiry. For *VAT disputes* or *employer compliance disputes* the date the dispute arises during the *period of insurance*.
- e) For insured incident Legal defence 5 – Statutory notice appeals the date when the *insured person* is issued with the relevant notice and has the right to appeal.

#### **Employer compliance dispute**

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

#### **Full enquiry**

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

#### **Insured person**

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

#### **Period of insurance**

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

#### **Preferred law firm or tax consultancy**

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

#### **Reasonable prospects**

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

*We* or a *preferred law firm or tax consultancy* on *our* behalf will assess whether there are *reasonable prospects*.

- b) For criminal cases there is no requirement for there to be prospects of a successful outcome. However for appeals the prospects must be at least 51%.

#### **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 or our**

DAS Legal Expenses Insurance Company Limited (for the purpose of this section only).

## Cover

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

Provided that:

- a) *reasonable prospects* exist for the duration of the claim; and
- b) the *date of occurrence* of the insured incident is during the *period of insurance*; and
- c) any legal proceedings will be dealt with by a court or other body which we agree to within the *countries covered*; and
- d) the insured incident happens within the *countries covered*.

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

Provided that:

- i) the most we will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is the limit of indemnity stated in the schedule
- ii) the most we will pay in *costs and expenses* is no more than the amount we would have paid to a *preferred law firm or tax consultancy*
- iii) in respect of an appeal or the defence of an appeal *you* must tell *us* within the time limits allowed that *you* want to appeal. Before we pay the *costs and expenses* for appeals we must agree that *reasonable prospects* exist
- iv) for an enforcement of judgment to recover money and interest due to *you* after a successful claim under this section we must agree that *reasonable prospects* exist
- v) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages the most we will pay in *costs and expenses* is the value of the likely award
- vi) in respect of insured incident Legal defence – 6. Jury service and court attendance the most we will pay is the *insured person's* net salary or wages for the time that the *insured person* is absent from work less any amount the court pays.

We will not pay:

1. any costs that fall outside the *DAS standard terms of appointment* if *you* decide not to use the services of a *preferred law firm or tax consultancy*
2. more than £1,000,000 in any one *period of insurance* in respect of all compensation awards payable by *us*
3. the first £500 of any contract dispute claim where the amount in dispute exceeds £5,000
4. more than £2,000 for claims in respect of *aspect enquiries*
5. the first £200 of *costs and expenses* of each and every claim in respect of *aspect enquiries*.

## Insured incidents

### Employment disputes and compensation awards

#### 1. Employment disputes

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

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

We will not pay any claim relating to:

1. a dispute where the cause of action arises within the first 90 days of the start of this section
2. a dispute with an employee under a written or oral warning (formal or informal) within 180 days immediately before the start of this section if the *date of occurrence* was within the first 180 days of the start of this section
3. redundancy or alleged redundancy or unfair selection for redundancy which occurs within the first 180 days of the start of this section
4. damages for personal injury or *damage* to property
5. Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.

#### 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:

- i) in cases relating to performance and/or conduct *you* have throughout the employment dispute either:
  - 1) followed the ACAS Code of Disciplinary and Grievance Procedures
  - 2) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland
  - 3) sought and followed advice from *our* legal advice service (Telephone 0344 893 9022)
- ii) for an order of compensation following *your* breach of statutory duty under employment legislation *you* have at all times sought and followed advice from *our* legal advice service since the date when *you* should have known about the employment dispute (Telephone 0344 893 9022)
- iii) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, *you* have sought and followed advice from *our* Claims Department prior to serving notice of redundancy (Telephone 0344 893 9022)

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

We will not pay:

1. any compensation award relating to:
  - a) trade union activities, trade union membership or non-membership
  - b) pregnancy or maternity rights, paternity, parental or adoption rights
  - c) health and safety related dismissals brought under section 44 of the Employment Rights Act 1996
  - d) statutory rights in relation to trustees of occupational pension schemes
2. any compensation award relating to 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.

### **3. Employee civil legal defence**

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

- a) under legislation for unlawful discrimination
- b) as trustee of a pension fund set up for the benefit of *your* employees.

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

### **4. Service occupancy**

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

We will not pay any claim relating to defending *your* legal rights other than defending a counter-claim.

### **Legal defence**

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

#### **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 provided that *we* will only cover criminal investigations or prosecutions which arise in direct connection with the *business*

### 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

provided that at the time of the insured incident *you* have registered with the Information Commissioner.

### 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 the *business*

but excluding:

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

### 6. Jury service and court attendance

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

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

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

We will not pay any claim related to prosecution due to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

Provided that for claims under Legal defence relating to the Health and Safety at Work etc Act 1974 the *countries covered* will be any place where the Act applies.

### Statutory licence appeal

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

We will not cover any claim relating to:

- a) assistance with the application process either in relation to an original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration
- b) the ownership, driving or use of a motor vehicle.

### Contract disputes

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

We will negotiate for *your* legal rights in a contractual dispute arising from an agreement or an alleged agreement which has been entered into by *you* or on *your* behalf for the purchase, hire, sale or provision of goods or of services.

Provided that:

- a) the amount in dispute exceeds £500 including VAT. If the amount in dispute exceeds £5,000 including VAT *you* will be responsible for the first £500 of costs and expenses in each and every claim
- b) if the amount in dispute is payable in instalments the instalments due and payable at the time of making the claim exceed £500 including VAT
- c) if the dispute relates to money owed to *you* a claim under this section is made within 90 days of the money becoming due and payable.

We will not cover any claim relating to:

1. a dispute arising from an agreement entered into prior to the start of this section if the *date of occurrence* is within the first 90 days of the cover provided by this section
2.
  - a) the settlement payable under an insurance policy (*we* will cover a dispute if *your* insurer refuses *your* claim but not for a dispute over the amount of the claim)
  - b) the sale, purchase, terms of a lease, licence, or tenancy of land or *buildings*. However *we* will cover a dispute with a professional adviser in connection with these matters.
  - c) a loan, mortgage, pension, guarantee or any other financial product and choses in action
  - d) a motor vehicle owned by or hired or leased to *you* other than agreements relating to the sale of motor vehicles where *you* are engaged in the *business* of selling motor vehicles
3. a dispute with an employee or ex-employee which arises out of or relates to a contract of employment with *you*
4. a dispute which arises out of:
  - a) the sale or provision of computer hardware, software, systems or services
  - b) the purchase or hire of computer hardware, software, systems or services tailored by a supplier to *your* own specification
5. a dispute arising from a breach or alleged breach of professional duty by an *insured person*
6. the recovery of money and interest due from another party other than disputes where the other party indicates that a defence exists.

### Debt recovery

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

We will negotiate for *your* legal rights in a dispute relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgments.

Provided that:

- a) the debt exceeds £500 including VAT
- b) a claim is made within 90 days of the money becoming due and payable

- c) we have the right to select the method of enforcement or to forego enforcing judgment if we are not satisfied that there are or will be sufficient assets available to satisfy judgment.

We will not cover any claim relating to:

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

### **Property protection**

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

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

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

We will not cover any claim relating to:

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

### **Personal injury**

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

We will not cover any claim relating to:

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

### **Tax protection**

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

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

Please note we will only cover tax claims which arise in direct connection with the activities of the *business*.

We will not cover any insured incident:

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



## Exclusions applicable to section G

We will not pay for:

### 1. A dispute with DAS

a dispute with *us* not otherwise dealt with under special condition 1

### 2. Bankruptcy

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

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

### 3. Calendar date devices

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

### 4. Costs we have not agreed

*costs and expenses* incurred before *our* written acceptance of a claim

### 5. Court awards and fines

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

### 6. Defamation

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

### 7. Deliberate acts

any insured incident deliberately or intentionally caused by an *insured person*

### 8. Franchise or agency agreements

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

### 9. 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

### 10. Intellectual property rights

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

### 11. Judicial review

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

### 12. 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

### 13. 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*

### 14 Litigant in person

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

### 15. Nuclear, war and terrorism risks

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

- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
- c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup or any other act of terrorism or alleged act of terrorism as defined by the Terrorism Act 2000
- d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds

### 16 Shareholding or partnership disputes

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

## Special conditions applicable to section G

### 1. Arbitration

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

### 2. Assessing and recovering costs

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

### 3. Cancelling an appointed representative's appointment

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

### 4. Cancelling this section

*We* can cancel this section at any time as long as *we* tell *you* at least 14 days beforehand.

*You* can cancel this section at any time as long as *we* are told at least 14 days beforehand.

## 5. Claims under this section by a third party

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

## 6. Expert opinion

We may require *you* to obtain at *your* own expense an opinion from an expert that *we* consider appropriate on the merits of the claim or proceedings or on a legal principle. The expert must be approved in advance by *us* and the cost agreed in writing between *you* and *us*. Subject to this *we* will pay the cost of obtaining the opinion if the expert's opinion indicates that it is more likely than not that *you* will:

- a) recover damages
- b) obtain any other legal remedy that *we* have agreed to
- c) make a successful defence.

## 7. Fraudulent claims

We will at *our* discretion void this section (make it invalid) from its start date or from the date of claim or alleged claim or *we* will not pay the claim if:

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

## 8. Keeping to the policy terms

An *insured person* must:

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

## 9. Law that applies

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

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

## 10. Offers to settle a claim

- a) An *insured person* must tell *us* if anyone offers to settle a claim and must not negotiate or agree to any settlement without *our* written consent.
- b) If an *insured person* does not accept a reasonable offer to settle a claim *we* may refuse to pay further *costs and expenses*.

- c) We may decide to pay an *insured person* the reasonable value of the claim that the *insured person* is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an *insured person* must allow us to take over and pursue or settle a claim in their name. An *insured person* must allow us to pursue at our own expense and for their benefit any claim for compensation against any other person and an *insured person* must give us all the information and help we need to do so.
- d) Where a settlement is made on a without-costs basis we will decide what proportion of that settlement will be regarded as *costs and expenses* and payable to us.

### **11. Other insurances**

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

### **12. Your representation**

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

### **13. Your responsibilities**

An *insured person* must:

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

### **14. Withdrawing cover**

If an *insured person* settles a claim or withdraws their claim without our agreement or does not give suitable instructions to the *appointed representative* we can withdraw cover and will be entitled to reclaim any *costs and expenses* we have paid.

## Data protection

To 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.

## 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 DAS Head Office address. Or you can phone us on 0344 893 9013 or email us at [customerrelations@das.co.uk](mailto: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), 0300 123 9123 (free from some mobile phones) or email them at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.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](mailto:enquiries@legalombudsman.org.uk)

Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

## Helping with your legal problem

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

## Making a claim

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

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

# Endorsements applicable to all sections other than section G – legal expenses

## (The following apply only if indicated in the schedule)

### Minimum Security Standard – Level A MSSA

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

#### Specification

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

#### Notes:

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

### Intruder Alarm Condition 0002

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

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

#### Note:

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

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

#### Note:

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

# Conditions and exclusions applying to the whole policy other than section G – legal expenses

## General conditions

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

- 1 a) At inception and renewal of this policy and also whenever changes are made to it at *your* request *you* must:
    - i) disclose to *us* all material facts in a clear and accessible manner; and
    - ii) not misrepresent any material facts.
  - b) If *you* do not comply with clause a) of this condition *we* may:
    - i) avoid this policy which means that *we* will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by *you* is proven by *us* to be deliberate or reckless in which case *we* will not return the premium paid by *you*; and
    - ii) recover from *you* any amount *we* have already paid for any claims including costs or expenses *we* have incurred.
  - c) If *you* do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what *we* would have done if *we* had known about the facts which *you* failed to disclose or misrepresented:
    - i) if *we* would not have provided *you* with any cover *we* will have the option to:
      - 1) avoid the policy which means that *we* will treat it as if it had never existed and repay the premium paid; and
      - 2) recover from *you* any amount *we* have already paid for any claims including costs or expenses *we* have incurred
    - ii) if *we* would have applied different terms to the cover *we* will have the option to treat this policy as if those different terms apply. *We* may recover any payments made by *us* on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
    - iii) if *we* would have charged *you* a higher premium for providing the cover *we* will charge *you* the additional premium which *you* must pay in full.
  - d) Where this policy provides cover for any person other than *you* and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession *we* will not invoke the remedies which might otherwise have been available to *us* under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than *you*.

Provided always that if the person concerned or *you* acting on their behalf makes a careless misrepresentation of fact *we* may invoke the remedies available to *us* under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.
- 2 *You* will take all reasonable steps to protect the property, prevent accidents and comply with laws, bye laws or regulations and take reasonable care in the selection and supervision of *employees*.

- 3** You must notify us as soon as possible during the period of insurance if there is any change in circumstances or to the material facts previously disclosed by you to us or stated as material facts by us to you which increases the risk of accident, injury, loss, damage or liability.

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

If you do not notify us of any such change we may exercise one or more of the options described in clauses c) i), ii) and iii) of General Condition 1 but only with effect from the date of the change in circumstances or material facts.

- 4** If you or anyone acting on your behalf:

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

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

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

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

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

- 5** If you decide you do not want to accept the policy, or any subsequent renewal of it, please tell us (or your insurance intermediary) within 14 days of receiving the policy or renewal notice. We may, at our discretion, charge you for the time you have been on cover, including insurance premium tax.
- 6** We have the right to cancel this policy or any section, or part of it, by giving 14 days' notice in writing by registered letter to your last known address.
- 7** If we admit liability for a claim but there is a dispute as to the amount to be paid, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by you and us in accordance with the law at the time. You may not take any legal action against us over the dispute before the arbitrator has reached a decision.
- 8** If you die we will insure your legal personal representatives for any liability you had previously incurred under the policy provided that they keep to the terms of the policy.



- 9** *You must repay us any amounts which we are required by compulsory insurance legislation to pay out under this policy to the extent that we would not otherwise have been liable to make such payments on account of a breach of any of the terms or conditions of this policy.*
- 10** *If you pay the premium to us using our Direct Debit instalment scheme, we will have the right (which we may choose not to exercise) to renew the policy each year and continue to collect premiums using this method. We may vary the terms of the policy (including the premium) at renewal. If you decide that you do not want us to renew the policy, provided you tell us (or your insurance intermediary) before the next renewal date, we will not renew it.*
- 11** *Where we refer in the policy to the payment of premiums this shall include payment by monthly instalments. If you pay by this method the policy remains an annual contract. The date of payment and the amount of the instalment are governed by the terms of the credit agreement. If an instalment is not received by the due date then, subject to the Consumer Credit Act 1974 (if it applies), the credit agreement and the policy will be cancelled immediately.*
- 12** *You must tell us immediately if any building or part of any building becomes unoccupied and pay an additional premium if required. We shall have the right to change the terms and conditions of the policy and you must action any risk improvement measures that we may require.*
- 13** *Notwithstanding any other terms of this policy we will be deemed not to provide cover nor will we make any payment or provide any service or benefit to you or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of yours would violate any applicable trade or economic sanctions law or regulation.*

## Claims conditions

- 1 Upon learning of any circumstances likely to give rise to a claim *you* must:
  - tell *us* as soon as reasonably possible and give *us* all the assistance *we* may reasonably require
  - as soon as is reasonably possible, tell the Police if the *damage* is by theft or attempted theft or by riot or civil labour or political disturbances or vandals or malicious people
  - immediately send to *us* any writ or summons issued against *you*
  - supply, at *your* own expense, full details of the claim in writing including any supporting evidence and information that *we* require within the following periods:
    - i) 7 days for *damage* by riot or civil, labour or political disturbances or vandals or malicious people
    - ii) 30 days after the expiry of the *indemnity period* under section C – Business Interruption
    - iii) 30 days after any other *damage*, interruption or bodily injury
  - take action to minimise the *damage* and to avoid interruption or interference with the *business* and to prevent further injury or *damage*.
- 2 *We* shall have the right to settle a claim by:
  - the payment of money
  - reinstatement or replacement of the property lost or damaged
  - repair of the property lost or damaged

If *we* decide upon reinstatement, replacement or repair *we* shall do so in a reasonable manner but not necessarily to its exact previous condition or appearance.  
*We* shall not spend on any one item, more than its sum insured.
- 3 *We* have the right to the salvage of any insured property.
- 4 *You* must not admit, deny, negotiate or settle any claim without *our* written consent.
- 5 If at the time of the claim there is any other policy covering the same property or occurrences insured by this policy *we* will be liable only for *our* proportionate share. If any other such policy has a provision preventing it from contributing in like manner then *our* share of the claim shall be limited to the proportion that the sum insured bears to the value of the property insured.
- 6 *We* are entitled to:
  - take the benefit of *your* rights against another person before or after *we* have paid a claim
  - take over the defence or settlement of a claim against *you* by another person.
- 7 *We* have the right to enter the *building* where the *damage* has happened and to take and keep any of the property insured and to deal with salvage in a reasonable manner.

## General exclusions – applicable to all insurances other than Employers' Liability

The policy does not cover:

- 1 *Damage or consequential loss* caused by faulty or defective design materials or workmanship, inherent fault or defect, undiscovered defect, gradual deterioration, wear and tear or frost. This shall not apply to subsequent *damage* resulting from another cause which happens afterwards and is not otherwise excluded.
- 2 *Damage or consequential loss* caused by:
  - collapse or cracking of *buildings*
  - corrosion, rust, change in temperature, dampness, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, loss of any liquid by leakage from its container, contamination, change in colour flavour texture or finish, vermin, insects, marring or scratching.  
This shall not apply to such *damage or consequential loss* if it results from a cause which is not otherwise excluded.
- 3 *Damage or consequential loss* arising from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds. This shall not apply to *damage or consequential loss* which results from a cause which is not otherwise excluded or from another cause which happens afterwards and is not otherwise excluded.
- 4 *Damage or consequential loss* caused by:
  - theft or attempted theft contributed to or caused by any *employee* not involving entry to or exit from the *buildings* by forcible and violent means
  - theft or attempted theft of property from an unattended road vehicle
  - acts of fraud practised on *you* except as provided under section E and Additional Cover 5 of section B
  - disappearance, unexplained or inventory shortage, misfiling or misplacing of information
  - mechanical or electrical breakdown and/or derangement of machinery or equipment.  
This shall not apply to *damage or consequential loss* which results from a cause which is not otherwise excluded or from another cause which happens afterwards and is not otherwise excluded.
- 5 *Damage or consequential loss* caused by:
  - subsidence, ground heave or landslip:
    - i) caused by the settlement or movement of made up ground or by coastal or riverbank erosion
    - ii) occurring while the *premises* or any part of the *premises* is in the course of erection, demolition, structural alteration or repair.  
*You* must tell *us* immediately of any building, demolition or excavation operations starting on any adjoining site. In that event *we* shall have the right to alter or cancel the cover provided by the policy against *damage* caused by subsidence, ground heave or landslip.
  - normal settlement or bedding down of structures within two years of their completion or during the contract maintenance period, whichever is the longer
  - wind, rain, hail, sleet, snow, flood or dust to moveable property in the open or to fences and gates.

**6** (Not applicable to Additional Cover 8 of section B – Public Liability)

*Damage to:*

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

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

- i) whilst mounted in or on any machine or data processing apparatus or
- ii) due to the presence of a magnetic flux

unless caused by *damage* to the machine or apparatus in which the records are mounted.

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

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

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

**Definition**

For the purposes of this General Exclusion the following special meaning shall apply:

‘Terrorism’ shall mean:

- a) in respect of England including the Channel Tunnel up to the frontier with the Republic of France as set out by the Treaty of Canterbury 1986, Wales, Scotland, Northern Ireland, the Isle of Man and Channel Islands but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987, the Territorial Sea Act 1987 (Isle of Man) Order 1991, the Territorial Sea Act 1987 (Jersey) Order 1997 and Territorial Sea Act 1987 (Jersey) (Amendment) Order 2002:

acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty’s government in the United Kingdom or any other government de jure or de facto

- b) in respect of elsewhere than as described in a) above:

any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:

- i) involves violence against one or more persons
  - ii) involves damage to property
  - iii) endangers life other than that of the person committing the action
  - iv) creates a risk to health or safety of the public or a section of the public
  - v) is designed to interfere with or to disrupt an electronic system
- c) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) or b) above.

10 Any expense, consequential loss, legal liability or *damage* to any property directly or indirectly arising from:

- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any *Nuclear Installation, Nuclear Reactor* or other nuclear assembly or nuclear component thereof
- any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this sub paragraph will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes.

This General Exclusion will not apply to section B No. 18 Employers' Liability except where *you* have undertaken under a contract or agreement either to indemnify another party or to assume the liability of another party in respect of such *bodily injury*.

#### **Meaning of words**

For the purposes of this Exclusion, the following special meanings will apply:

#### ***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 or adapted for:

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

#### ***Nuclear Reactor***

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.

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

- over-running
- short-circuiting
- excessive pressure
- self-heating.

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

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

**13** The policy does not cover:

- i) loss, destruction or *damage*
- ii) *consequential loss*, additional expenditure or *extra expenses*
- iii) legal liability
- iv) other fees costs disbursements awards or other expenses

of whatsoever nature

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

- a) the way in which any DATA PROCESSING SYSTEM responds to or deals with or fails to respond to or fails to deal with any true calendar date
- b) any DATA PROCESSING SYSTEM responding to or dealing in any way with:
  - i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
  - ii) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such DATA PROCESSING SYSTEM is *your* Property or not and whether operating before or after the year 2000

but in respect of all insurances other than Public Liability or Products Liability or Contractors' Joint Indemnity or Legal Expenses this shall not exclude subsequent loss destruction or *damage* or *consequential loss*, additional expenditure or *extra expenses* (not otherwise excluded) which itself results from a DEFINED PERIL otherwise covered by this Policy.

**DEFINITIONS** For the purpose of this Exclusion, the following special meanings shall apply:

"DATA PROCESSING SYSTEM" shall mean any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

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

Subject otherwise to the terms conditions and limitations of the policy.

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

**15** *Damage* to any computer or other equipment or system or item which processes stores transmits retrieves or receives data whether tangible or intangible (including but without limitation any information or programs or software) and whether the property is insured or not where such *damage* is caused by *virus* or *similar mechanism* or hacking or *denial of service attack*.

*consequential loss* directly or indirectly caused by or arising from *virus* or *similar mechanism* or *hacking* or *denial of service attack*.

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

**Meaning of words**

For the purposes of this Exclusion, the following special meanings will apply:

***Virus or Similar Mechanism***

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

***Hacking***

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

***Denial of Service Attack***

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

# Our complaints procedure

## Not applicable to section G – legal expenses

### **Our commitment to customer service**

We value the opportunity to look into any concerns *you* may have with the service we have provided and we are committed to handling all complaints fairly, consistently and promptly.

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

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

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

If *we* cannot resolve *your* complaint straight away *we* will aim to resolve *your* concerns as soon as possible and *we* will keep *you* informed of progress while *our* enquiries are continuing.

The majority of complaints *we* receive are resolved within four weeks of receipt.

### **The Financial Ombudsman Service (ombudsman)**

If *we* are unable to resolve *your* complaint to *your* satisfaction within eight weeks or if *you* remain dissatisfied following receipt of *our* final response letter *you* may be able to ask the ombudsman to formally review *your* case. *You* must contact the ombudsman within six months of *our* final response.

The ombudsman contact details are as follows:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

*You* can telephone for free on:

08000 234 567 for people phoning from a “fixed line” (for example a landline at home)

0300 123 9 123 for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

or e-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

This is a free and impartial service and *you* are entitled to contact the ombudsman at any stage of *your* complaint.

The ombudsman can help with most complaints if *you* are:

- a consumer
- a business employing fewer than 10 persons that has an annual turnover or balance sheet that does not exceed €2 million
- a charity with an annual turnover of less than £1 million
- a trustee of a trust with a net asset value of less than £1 million.

If *you* are unsure whether the ombudsman will consider *your* complaint or for more information please contact the ombudsman directly, or visit <http://www.financial-ombudsman.org.uk>

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

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











**CommunityMark**  
developed by Business in the Community

**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 | Company number 103274. Website: [www.das.co.uk](http://www.das.co.uk)

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

**DAS Law Limited Head and Registered Office:**

**DAS Law Limited | North Quay | Temple Back | Bristol | BS1 6FL**

Registered in England and Wales | Company number 5417859. Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority | Registered number 423113.

**Zurich Insurance plc**

A public limited company incorporated in Ireland. Registration No. 13460.

Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from us on request. These details can be checked on the FCA's Financial Services Register via their website [www.fca.org.uk](http://www.fca.org.uk) or by contacting them on 0800 111 6768. Our FCA Firm Reference Number is 203093.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

© Copyright – Zurich Insurance plc 2015. All rights reserved. Reproduction, adaptation or translation without prior written permission is prohibited except as allowed under copyright laws.

The pulp used in the manufacture of this paper is from renewable timber produced on a fully sustainable basis. The pulp used in the manufacture of this paper is bleached without the use of chlorine gas (ECF – Elemental Chlorine Free). The paper is suitable for recycling.