



| Insurance
Services



PROPERTY INVESTORS INSURANCE

POLICY WORDING

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Notices

Documentation

This document the **schedule** and the endorsement(s) attaching to this document and/or **schedule** constitute the **policy**, which is the insurance contract and sets out the terms of this insurance between **you** and **us**.

Your compliance with **policy** terms

You must comply with the terms of this **policy**. Failure to comply with the terms of this **policy** may result in **your** claim being refused or reduced where that claim has been affected by **your** failure to comply.

Defined terms

Certain words or phrases in this **policy** have specific meaning as defined within this **policy** and wherever these words appear in bold in this **policy** the defined means shall apply. These defined words or phrases can be found under the Definitions section this **policy** and, where section specific, under the applicable section.

Understanding this **policy**

This **policy** must be read by **you** in its entirety as conditions, exclusions and other limitations apply.

The **policy** is made up of different classes of insurance, which are set out in separate sections of this **policy** with specific terms applying to each section separately in addition to general terms applying to all the sections. The cover **you** have selected under this **policy** is shown in the **schedule**.

You must ensure that the cover **you** have purchased under this **policy** is adequate for **your** needs.

If **you** think there is a mistake in or a change needs to be made to this **policy**, then **you** must immediately notify **your insurance broker**.

How to make a claim

If **you** need to make a claim please first check **your policy** to make sure **you** are covered. **You** must then follow the instructions under the Notifications of claims' condition and the Claims control condition under this **policy's** General conditions and, where applicable, further instruction under the relevant section(s) of this **policy**.

Telephone number (9.00am – 5.30pm): 01905 27775
Out of hours claims line: 0344 856 0867

You can contact **us** to report a claim 24 hours a day using the telephone numbers above, alternatively **you** can contact **your insurance broker** who will help **us** deal with **your** claim quickly and fairly.

Telephone calls may be monitored and recorded.

Legal expenses helpline services – Section seven: Legal expenses

You can contact **our** UK-based call centre 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** may record all inbound and outbound calls, except those to the counselling service. When phoning, please quote **your DAS policy** number TS3/6780250.

Legal Advice Service: 0344 893 5726

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

Our legal advisers provide advice on the laws of England and Wales 24 hours a day, seven 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 advisers. 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: 0344 893 5726

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 advisers 9am – 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, **we** will call **you** back.

Counselling Service: 0344 893 9012

We will provide **your employees** (including 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.

Rent guarantee helpline services - Section eight: Rent guarantee

We provide these services 24 hours a day, seven days a week during the **period of insurance**. All helplines apply to the United Kingdom of Great Britain and Northern Ireland unless otherwise stated. To help **us** check and improve **our** service standards, **we** may record all calls, except those to the counselling service. When phoning, please tell **us your DAS policy** number TS3/5541547. Please do not phone **us** to report a general insurance claim.

Eurolaw Legal Advice: 0344 893 6913

We will give **you** confidential legal advice over the phone on any personal legal problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway. **We** may send information to legal advisers in these countries.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 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.

Tax Advice: 0344 893 6913

We will give **you** confidential advice over the phone on personal tax matters.

Tax advice is provided by tax advisers 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.

Domestic Assistance: 0344 893 6913

We will arrange help or repairs needed if **you** have a domestic emergency in **your building**, such as a burst pipe, blocked drain, broken window or building damage. **We** will ask a contractor to help, but **you** must pay the contractor's costs including any call-out charges.

Counselling: 0344 893 9012

We will provide **you** with a confidential counselling service over the phone, including, where appropriate, onward referral to relevant voluntary or professional services. **You** will pay any costs for using the services to which **we** refer **you**.

We will not accept responsibility if the Helpline Services fail for reasons **we** cannot control.

How to make a complaint

Complaints for Sections one to six

If at any time **you** have any concerns regarding **your** contract of insurance, **you** should in the first instance refer to **your insurance broker**.

The majority of complaints can be resolved quickly and satisfactorily by the department **you** are dealing with. It may be that **your** complaint can be resolved over the telephone and **you** can contact the relevant department.

Should **you** feel that the relevant department have been unable to offer **you** a resolve by telephone, please email complaints@tokiomarinekiln.com or alternatively write to:

Complaints Team, Tokio Marine Kiln Group Limited, 20 Fenchurch Street, London, EC3M 3BY.

Your complaint may require further investigation. If so, Tokio Marine Kiln Group Limited will send **you** a written acknowledgment within 5 working days stating:

- How **your** complaint will be handled
- Who will handle **your** complaint
- What **you** need to do, if anything.

Your complaint will be investigated by one of **our** trained staff and a detailed response will be sent to **you** within 8 weeks of **us** receiving **your** complaint. If **you** have any concerns in the meantime, **you** can contact the person identified on the acknowledgment letter. **Our** response will either:

- Accept **your** complaint and offer some form of redress if necessary
- Reject the complaint giving full reasons for doing so
- Explain why **we** are not in a position to give **you** a final response and let **you** know when **we** expect to be able to provide it

If **you** are not satisfied with **our** final response or if **we** have been unable to resolve **your** complaint within 8 weeks, **you** may be eligible to refer **your** complaint to 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. Website: www.financial-ombudsman.org.uk.

Using these services does not affect **your** right to take legal action.

Complaints for Sections seven and eight

DAS always aim to give **you** a high quality service. If **you** think **DAS** have let **you** down, please write to their customer relations department at:

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

Alternatively, **you** can phone **DAS** on 0344 893 9013 or email **DAS** at customerrelations@das.co.uk. Details of **DAS's** 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 mobile phones and landlines), 0300 123 9123 or email them at complaint.info@financial-ombudsman.org.uk. Website: 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. Website: www.legalombudsman.org.uk.

Using these services does not affect **your** right to take legal action.

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the FSCS if in the unlikely event that **we** are unable to meet **our** obligations under this **policy**. If **you** were entitled to compensation under the FSCS, the level of compensation payable would depend on the nature of the insurance granted under this **policy**.

Further information about the FSCS is available from the FSCS at the address immediately below or on their website: www.fscs.org.uk.

Financial Services Compensation Scheme
Address: 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU

Data protection statement

You should understand that any information **you** have provided will be processed by **us**, in compliance with the provisions of current Data Protection legislation, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties.

Insurance premium tax

The premium payable under this **policy** may be subject to compulsory insurance premium tax, which shall be payable by **you** at the appropriate rate. The applicable insurance premium tax is shown in the **schedule** and/or on the applicable premium debit note(s) / invoice(s).

In the event that the rate or application of insurance premium tax changes during the **period of insurance** and any premium payable during the **period of insurance** is subject by law to such change or application, then that premium payable shall incorporate such change or application.

Choice of law and jurisdiction

By mutual agreement **you** and **us** are free to choose the law applicable to this insurance. Unless specifically agreed otherwise, this insurance shall be subject to English Law and any dispute shall be handled in the Courts of England and Wales.

Trading sanction(s) restrictions

We shall not provide any cover under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Agreement to insure

The insurance provided by this **policy** has been arranged through SJL Insurance Services of Suite C, First Floor, Kays Building, The Tything, Worcester, WR1 1HD.

SJL Insurance Services is a trading name of SJL (Worcester) Ltd who are authorised and regulated by the Financial Conduct Authority (FCA), with the Financial Services Register number of: 763599.

SJL Insurance Services has arranged the insurance provided under this **policy** in accordance with the authorisation granted to it under a contract of delegated authority by **us** (the reference of the delegated authority agreement(s) can be found in the **schedule**).

This **policy** is an insurance contract between **us** and **you**.

Provided the premium (including the applicable insurance premium tax) has been paid by **you** in accordance with the terms of this **policy**, **we** shall provide the insurance in accordance with the terms of this **policy**.

Only **you** and **us** can enforce the terms of this **policy**. The Contracts (Rights of Third Parties) Act 1999 will not grant any additional rights under this **policy** in favour of any third party.

Our regulatory status:

a) In respect of sections one to six

Tokio Marine Kiln Insurance Limited is authorised by the Prudential Regulation Authority (PRA) and regulated by the FCA and the PRA, with the Financial Services Register number of: 202574

Tokio Marine Kiln Insurance Limited is incorporated in England and Wales with registration number 989421. The registered office is located at 20 Fenchurch Street, London EC3M 3BY.

b) In respect of sections seven and eight

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

DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited, DAS House Quay Side, Temple Back, Bristol, BS1 6NH.
Registered in England and Wales, number 103274. Website: www.das.co.uk.

DAS 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, number 5417859. Website: www.daslaw.co.uk.

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

The above can be checked and further details obtained from:

www.bankofengland.co.uk for the PRA, and
<https://register.fca.org.uk> for the FCA

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

General meanings of defined terms

These meanings apply throughout **your policy**. If a word or phrase has a defined meaning, it will be highlighted in bold print and will have the same meaning wherever it is used. However, other sections of this **policy** have their own Meanings of defined terms. If the meaning of a word or phrase is defined below and the same word or phrase is defined differently under a specific section, the definition provided under a specific section applies to that section only.

Bodily injury

Death, bodily injury, illness or disease.

Building(s)

The buildings at the property shown in **your schedule** including:

1. landlords' fixtures and fittings; and
2. outbuildings, annexes, private garages, gangways, foundations or footings, swimming pools, tennis courts, squash courts; and
3. walls, gates, fences and hedges; and
4. yards, car parks, roads, pavements, paved terraces, patios, paths, drives; and
5. underground pipes and cables belonging to **you** or for which **you** are responsible
6. tenants' improvements for which **you** are responsible
7. fixed glass in windows, doors, fanlights, skylights, partitions and fixed sanitary ware for which **you** are responsible.

Business

The business described in **your schedule** including:

1. the management and upkeep of **your building** and land at the same address
2. providing and managing facilities primarily used for fire prevention, safety or security at **your building**
3. private work completed with **your** prior consent by an **employee** for **your** directors, partners or officers
4. the sale or disposal of **your** business assets.

Damage/damaged

Accidental loss, destruction or damage.

DAS

DAS Legal Expenses Insurance Company Limited.

De jure or de facto

In law or as a matter of fact.

Employee

- a) any person under a contract of service or apprenticeship with **you**
 - b) any person who is hired to or borrowed by **you**
 - c) any person engaged in connection with a work experience or training scheme
 - d) any person engaged by labour only subcontractors
 - e) any self-employed person working on a labour only basis under **your** control or supervision
 - f) any voluntary helper
- while working for **you** in connection with the **business**.

Excess

The first amount of any claim or claims for which **you** are responsible as shown in the **schedule**.

Flood

The escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam. Inundation from the sea and rain induced run off, whether resulting from storm or otherwise.

Hacking

Unauthorised access to any computer, other equipment, component, system or item which processes, stores, transmits or retrieves data.

Insurance broker

The insurance broker or other intermediary who arranges **your** insurance under this **policy**. The insurance broker's details can be found in the Terms of Business Agreement or other documentation provided by that insurance broker to **you**.

Limit of indemnity

The sum insured or limit of indemnity as shown in **your schedule** under each section or item.

Period of insurance

The period of time (as shown in the **schedule**) during which **you** are covered under this **policy** and any extensions to that period that **we** have agreed to.

Policy

This document and the **schedule** and any endorsement(s) amending and attaching to this document and/or **schedule**.

Schedule

The signed and dated document incorporated into this **policy** identifying, amongst other things, **you** and the insurance cover **you** have purchased under this **policy**, the **period of insurance**, premium (including the insurance premium tax, if applicable), maximum amounts payable by **us**, **excess(es)** and other limitations.

Territorial limits

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

Terrorism

An act of any person(s) 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 any government de jure or de facto as certified by Her Majesty's Government or H M Treasury or any successor relevant authority.

Unoccupied

Where the **premises** or parts thereof are wholly or mainly empty, unfurnished, not in use or untenanted for 30 consecutive days or more.

In respect of Holiday Lets only, where the **premises** or parts thereof are wholly or mainly empty, unfurnished, not in use or untenanted for 60 consecutive days or more.

Vermin

Rats, mice, grey squirrels, owls, pigeons, foxes, bees, wasps, or hornets.

Virus or similar mechanism

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

We/us/our

The insurer(s) named in **your schedule**.

You/your

The person(s) or company(ies) named in the **schedule** as the **insured**.

General conditions

In addition to the general conditions set out immediately below, conditions specific to each section also apply and these can be found within the relevant sections of this **policy**.

You must comply with the terms of this **policy**. Failure to comply with the terms of this **policy** may affect **your** right to recover a claim or claims under this **policy**.

Some of the conditions below impose an obligation or obligations on **you** that require **you** to do, or not do, certain things; such conditions are referred to as a condition with obligation. If **you** fail to carry out the obligation(s) (or part of an obligation) under a condition with obligation **we** may, depending on the extent of the obligation(s):

1. not pay the claim (or part of a claim), where the loss is attributable to **your** failure to carry out the obligation(s) (or part of an obligation), and/or
2. suspend the cover granted under this **policy**:
 - a) from the date **you** failed to fulfil the obligation(s) (or part of an obligation),
 - b) until **you** have fulfilled the obligation(s), if fulfilment is possible.

Arbitration condition

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid, your claim may be referred to an arbitrator who is jointly appointed. Alternatively, depending on the size of **your business**, **you** may be able to refer **your** case to the Financial Ombudsman Service (FOS). In either case this will not affect **your** right to take action against **us** over this disagreement.

Application of heat condition

It is a condition with obligation in respect of **bodily injury**, loss or **damage** that any work involving the application of heat commencing during the **period of insurance** must be undertaken on **your** behalf by bona-fide sub-contractors and **you** must obtain and retain a written record that such bona-fide sub-contractors have in force, throughout the duration of any work undertaken, suitable insurance in accordance with those listed under General condition – Bona-fide sub-contractors condition.

Bona-fide sub-contractors condition

It is a condition with obligation that in respect of **bodily injury**, loss, destruction or **damage** arising out of work at the **buildings** commencing within the **period of insurance** carried out on **your** behalf by bona fide subcontractors that **you** obtain and retain a written record that such subcontractors have in force throughout the duration of any work undertaken by them for **you** the following insurance:

- a) Employers' liability insurance in accordance with any law relating to compulsory insurance of liability to employees
- b) Public liability insurance covering legal liability for **bodily injury** to any person other than described in a) above and loss destruction or damage to property with a **limit of indemnity** or sum insured not less than the limits stated in the **schedule**.

This condition does not apply where bona fide subcontractors are engaged to carry out work on **your** behalf in an emergency and there is insufficient time to obtain a written record from such subcontractor provided **you** shall obtain verbal confirmation and confirm such information in writing and retain a copy as a written record.

Cancellation condition

- a) Cancellation during the first 14 days.

If the insurance provided under this **policy** does not meet **your** requirements and provided that no claim has been made under this **policy** or **you** are not aware of any accident, incident or circumstance likely to give rise to a claim under this **policy**, then **you** can cancel this **policy** within 14 days of:

- the start date of this insurance as shown under the **period of insurance**, or
- the date **you** received this **policy**,

whichever is the later.

In exercising **your** right to cancel in this way, **you** withdraw from this contract of insurance from the start date as stated in the **period of insurance** shown in the **schedule**, **we** will return to **you** the premium paid.

You can do this by advising **your insurance broker** and returning this **policy** to **your insurance broker**.

- b) Cancellation in other circumstances

i) by **you**

You can cancel this **policy** during the **period of insurance** by giving notice to **your insurance broker**.

If **you** give such notice of cancellation, the amount of return premium **we** will return to **you** will depend on:

- how long this **policy** has been in force, and
- whether a claim has been made under this **policy** or there is a known potential claim or accident, incident or circumstance likely to give rise to a claim under this **policy**.

If **you** cancel this **policy** and a claim has not been made under this **policy** and there is no known potential claim or accident, incident or circumstances likely to give rise to a claim under this **policy**, **we** shall retain that proportion of the premium paid (including the applicable insurance premium tax) that relates to the period this **policy** has been in force. The remainder of the premium will be returned to **you**.

However, there will be no refund of premium if:

- a claim has been made under this **policy** or there is a known potential claim or accident, incident or circumstances likely to give rise to a claim, or
- this **policy** is subject to a minimum and deposit premium as shown in the **schedule**.

ii) by **us**

We may cancel this **policy** if:

- **you** provide any information that proves to be inaccurate or incomplete (see Disclosure and accuracy of information condition in this **policy**), or
- there is a change or variation in the risk which means:
 - (i) **we** can no longer provide the insurance cover under this **policy** and **we** will cancel this **policy** by giving **you** 30 days' written notice via **your insurance broker**. The cancellation will take effect 30 days after the day **you** are notified of the cancellation and **we** shall return the premium paid for the unused **period of insurance**, or
 - (ii) the extent of the change or variation makes the risk unacceptable to **us** and **we** cannot continue to insure **you** for any further period, **we** will cancel this **policy** by giving **you** immediate notice via **your insurance broker**. The cancellation shall take effect on the day **you** are notified of the cancellation and **we** shall return the premium for the unused **period of insurance**.

In accordance with the Change in risk information condition under the General conditions section of this **policy**, **we** may not pay any claim where that claim arises from or relates to or is contributed to by a change or variation in risk.

However, if **you** make a fraudulent claim under this **policy** by recklessly or deliberately providing false information (see Fraudulent claim(s) condition under the General conditions section of this **policy**), **we** shall cancel this **policy** with immediate effect from the date the fraud was committed, and the cancellation shall be in writing to **you** via **your insurance broker**.

Change in risk information condition

If the information **you** have given **us** in relation to the insurance provided under this **policy** changes or there is any change in or variance of the risk(s), before or during the **period of insurance** then **we** need to know as it may result in:

- **us** applying different terms; and/or
- it being determined that **we** require a survey to be undertaken (see Survey condition under General conditions); and/or
- a claim not being paid (in whole or in part); and/or
- it being determined that the **policy** is no longer suitable to meet **your** needs.

You must make a fair presentation of the risk(s) to **us** if there is any change in or variance of the risk(s) before or after the start date of this insurance as shown in the **period of insurance**. An explanation of fair presentation of the risk(s) is shown under the Disclosure and accuracy of information Notice in this **policy**.

To enable **us** to assess any such changes or variations in information and/or risks **you** must tell **us** immediately or as soon as practicable of any such changes or variations. This can be done by advising **your insurance broker**.

Claims notification condition

In respect of any claim or potential claim or accident, incident or circumstance that may or has given rise to a claim under this **policy**, **you** must immediately or as soon as reasonably practicable:

- a) give notice in accordance with the terms of this **policy**; and
- b) give **us** any information **we** request; and

- c) send **us** every letter, court order, summons or other legal documents served upon **you**; and
- d) tell **us** about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under this **policy**; and
- e) notify the police of any loss or **damage** that has been caused by malicious persons, thieves, rioters, strikers or vandals.

Failure to comply with this claims notification condition may affect the amount **we** pay on a claim and/or the time it takes **us** to pay a claim.

Claims procedures condition

In respect of any claim under this **policy**, **you** must:

1. take, or allow others to take, practical steps to prevent further loss or **damage**, recover property lost and otherwise minimise the loss.
2. at **your** expense provide **us** with:
 - a) full details in writing of any injury, loss or **damage** and any further information or declaration **we** may reasonably require
 - b) any assistance to enable **us** to settle or defend a claim
 - c) details of any other relevant insurances.
3. not accept, negotiate, pay, settle, admit or repudiate any claim without **our** written consent.
4. allow **us** or anyone authorised by **us**:
 - a) access to premises
 - b) to take possession of, or request delivery to **us** of any **building** insured.
5. not abandon any property to **us**.
6. allow **us** complete control of any proceedings and settlement of the claim.

Failure to comply with this claims procedures condition may affect the amount **we** pay on a claim and/or the time it takes **us** to pay a claim.

Disclosure and accuracy of information condition

You must take care to give accurate and complete information relating to the insurance provided by this **policy**.

In addition to the statement of facts **you** are required to disclose to **us** information including material circumstances that fairly present the risks that are or would be insured under this **policy**.

A fair presentation of the risks means that, in addition to answering the questions asked in the statement of facts, **you** must:

- 1) disclose to **us** every material circumstance which **you** know or ought to know or, failing that, sufficient information to alert **us** that **we** need to make further enquiries; and
- 2) make such disclosure in a reasonably clear and accessible manner; and
- 3) ensure that, in such disclosure, any material representation as to:
 - a) a matter of fact is substantially correct; and
 - b) a matter of expectation or belief is made in good faith.

A circumstance or representation is material if it would influence **our** judgement (as a prudent underwriter) in determining whether to insure **you** and, if so, on what terms. If **you** are in any doubt as to the whether a circumstance or representation is material then **you** should disclose it.

If **you** become aware that the information **you** have given to **us** is inaccurate or incomplete or **you** have any particular concerns about any of the information **you** have provided or should provide, before or after the start date of this insurance as shown in the **period of insurance**, then **you** must advise **your insurance broker**.

If the information **you** have given **us** in relation to this insurance proves to be inaccurate or incomplete, then **we** may:

- a) amend the terms of this **policy**, which may be applied as if they were already in place prior to any claim where the validity of that claim was impacted by the inaccurate or incomplete information, or
- b) reduce the amount **we** pay on a claim in the proportion the premium paid bears to the premium **we** would have charged **you** had the information not been inaccurate or incomplete, or
- c) treat this **policy** as if it never existed, which means no claims will be paid and the premium paid under it will be returned to **you**. This will only be done if this insurance would not have been provided.

If **we** establish that **you** deliberately or recklessly provided false or misleading information in relation to the insurance provided under this **policy**, **we** will treat this insurance as if it never existed for the **period of insurance**, which means no claims will be paid and **we** will not return the premium. If this happens **we** will advise **you** via **your insurance broker**.

Fraudulent claim(s) condition

If **you** or anyone acting for **you**:

- a) knowingly makes a fraudulent or exaggerated claim under **your policy**; and/or
- b) knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine); and/or
- c) knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine);

We will:

- i. have no liability to pay the fraudulent claim; and/or
- ii. be entitled to recover any payments which have been made in respect of the fraud; and/or
- iii. be entitled to treat the **policy** as cancelled with effect from the time of the fraudulent act (not the discovery of it) and retain the insurance premium; and/or
- iv. be entitled to refuse all claims arising after the date of the fraud.

We may also inform the police of the circumstances.

Instalments condition

If **you** have agreed to pay **your** premium by instalments under a linked credit agreement, the following will apply:

1. If **you** do not pay an instalment when it is due, or if the instalment instruction has been cancelled for any reason, **you** must pay all the remaining instalments and any administration fee within 7 days of receiving the written notice. If **you** do not pay the amount **you** owe within these 7 days, **we** will subject to the Consumer Credit Act and/or any subsequent legislation where this is applicable cancel the remaining cover under this insurance and notify **you** in writing as shown in the Cancellation Condition.
2. If any extra premium is needed during the **period of insurance**, it will be spread out over the remaining instalments due for that year. If **you** have already paid all **your** instalments, **you** must pay any extra premium when it is due.
3. If **we** owe **you** any return of premium, the amount **we** owe may be taken off the instalments due for the year.
4. If **you** have already paid all **your** instalments, **we** will pay any return premium to **you**.

If a claim has been made or there has been any incident likely to lead to a claim during the current **period of insurance** the annual premium remains due in full.

Reasonable care condition

You must take reasonable care:

1. to prevent or protect against **injury**, loss or **damage**; and
2. to keep **your premises**, machinery, plant and equipment in good condition and in full working order; and
3. to remedy any defect or any danger that becomes apparent, as soon as possible; and
4. when selecting **employees**.

If **you** do not comply with this condition **you** may not receive payment in respect of a claim.

Subrogation (**our** rights) condition

We will be entitled to undertake in **your** name or on **your** behalf:

1. the defence or settlement of any claim
2. steps to enforce rights against any other party before or after payment is made by **us**.

Survey condition

This is a condition with obligation whereby if **we** require a survey(s) to be undertaken at the address shown in the **schedule**, any associated **business** address or any contract site as **we** may require then this survey requirement(s) will be advised to **you** before the start date of the insurance provided under this **policy** as shown under the **period of insurance** and shown in the **schedule**.

In accordance with the Change in risk condition under General conditions of this **policy**, if a change or variance in risk(s) occurs which results in the requirement for a survey to be undertaken in order for **us** to consider the change or variance in risk then this survey requirement(s) will be advised to **you** at the time **you** notify **us** of the change or variance in risk and shown in the **schedule**.

In the event a survey is undertaken, the following shall apply:

1. the survey will be undertaken by **our** authorised representative and arranged and paid for by **us**;
2. **you** shall cooperate with **us** and/or **our** authorised representative in respect of the survey(s);
3. in respect of the survey(s) and to the extent of the results of the survey(s), **we** may:
 - i) amend the terms of this **policy**, which may include a payment by **you** of an additional premium.
Such different terms, including the payment of any additional premium, shall apply on the date **you** are notified of the amended terms or at a later date if advised to **you**, in writing, by **us**, and/or:
 - ii) require **you** to implement any requirements arising from the survey(s) as advised to **you** by **us**;
 - iii) cancel the **policy** with immediate effect should the survey reveal any information provided by **you** relating to this insurance proves to be inaccurate and/or incomplete.
4. **you** shall pay any additional premium and implement any requirements arising from the survey(s) within the timeframe, all as advised to **you** by **us**.

General exclusions

In addition to the general exclusions set out immediately below, exclusions specific to each section or parts of this **policy** also apply and these can be found within the relevant sections of this **policy**.

You must comply with the terms of this **policy**. Failure to comply with the terms of this **policy** may affect **your** right to recover a claim or claims under it.

Radioactive contamination exclusion

We will not cover any claims or any other loss or expense resulting or arising from, caused or contributed to by:

1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly.

Terrorism exclusion

We will not cover **you** for any loss, **damage**, cost or expense of any nature caused by, resulting from or in connection with:

- a) any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss; or
- b) any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

If any of the points above are found to be invalid or unenforceable, the remainder shall remain in full force and effect.

In any action, law suit or other proceedings or where **we** state that any loss, **damage**, cost or expense is not covered because of this exclusion it will be **your** responsibility to prove that they are covered.

However, this exclusion will not apply to Section five: Employers' liability and Section six: **Terrorism** (if **you** have purchased the extension of cover provided under Section six: **Terrorism** insurance under this **policy**).

Northern Ireland exclusion

We will not pay any claim where that claim is caused by, arises from, relates to or is contributed to by:

- a) any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss; or
- b) any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**; or
- c) riot, civil commotion and (except for **damage** or interruption to the **business** caused by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons;

occurring in Northern Ireland

If any of the points above are found to be invalid or unenforceable, the remainder shall remain in full force and effect.

In any action, law suit or other proceedings or where **we** state that any loss, **damage**, cost or expense is not covered because of this exclusion it will be **your** responsibility to prove that they are covered.

However, this exclusion will not apply to Section five: Employers' liability.

War risk exclusion

We will not cover:

1. any claims caused by or happening through war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power; or
2. confiscation, nationalisation, requisition or **damage** to any property by or under the order of any government or public or local authority.

Policy endorsements

In addition to the general conditions of this **policy**, these are endorsements of the cover and apply throughout **your policy** but only if the endorsement is shown in **your schedule**.

You must comply with the terms of this **policy**. Failure to comply with the terms of this **policy** may affect **your** right to recover a claim or claims under this **policy**.

Some of the endorsements below impose an obligation or obligations on **you** that require **you** to do, or not do, certain things; such endorsements are referred to as a condition with obligation. If **you** fail to carry out the obligation(s) (or part of an obligation) under a condition with obligation **we** may, depending on the extent of the obligation(s):

1. not pay the claim (or part of a claim), where the loss is attributable to **your** failure to carry out the obligation(s) (or part of an obligation), and/or
2. suspend the cover granted under this **policy**:
 - i) from the date **you** failed to fulfil the obligation(s) (or part of an obligation),
 - ii) until **you** have fulfilled the obligation(s), if fulfilment is possible.

Endorsement 1 - Electrical circuit condition

It is a condition with obligation in respect of **injury**, loss destruction or **damage** that:

1. the electrical system at the property must have been inspected and tested by a qualified member of the NICEIC (National Inspection Council for Electrical Contracting) and an electrical installation condition report must have been issued following such inspection in accordance with IET Regulations; and
2. any work specified on such condition report must have been carried out within 28 days of the inspection; and
3. the electrical installation must have been further inspected and tested within the timescales recommended on the completion and inspection certificates; and
4. **you** must keep records of all certificates, reports, checks and works that have been carried out and **we** must be able to inspect these records upon request.

Endorsement 2 – Bedsit condition

It is a condition with obligation in respect of **injury**, loss, destruction or **damage** that **you** must:

1. ensure that all cooking outside any designated kitchen area at the property is limited to the use of microwave ovens, infrared grilles, and other such appliances not producing a naked flame or radiant heat panel; and
2. ensure that no portable heaters are allowed to be used in any residential portion of the property; and
3. ensure at least two fire extinguishers are installed in the residential portion of the property, one of which must be situated in the kitchen and be dry powder.

Endorsement 3 – Workmen’s exclusion

Section One: **Buildings** “Workmen’s condition” is deleted.

If **you** are having any work carried out on the **building**:

- a) **we** will not cover any **bodily injury**, loss destruction or **damage** caused by **you**
- b) **we** will not pay for any **bodily injury**, loss, destruction or **damage** caused by any bona fide subcontractor arising from the works being carried out.

Endorsement 4 – Composite panel condition

Provided it has been accepted by **us** that the **building** is constructed of composite panels, it is a condition with obligation that **you** must ensure the following applies in respect of any part of the **building** containing composite panels.

1. Suitable fire extinguisher appliances must be supplied in all cooking areas
2. Ducting, conduit wiring and hot flues must be adequately protected within fire resistant sleeves where passing through composite panels
3. Weekly inspections must be undertaken by **you** to check for damage to composite panels or joint panels. Any defects found must be rectified without delay or replaced by a panel with a non-combustible core within 7 days
4. No repairs must be made to composite panels that involve welding, grinding, cutting or other obvious ignition sources
5. All heat sources must be kept at least 2 metres from any composite panelling or such panelling must be of a noncombustible core
6. No external storage of combustible stock, packaging, pallets, waste or waste skips or bins must be within 10 metres of the **building**.

Section one: Buildings

Your **schedule** will show if this section is covered.

What is covered

If any **building** is **damaged** during the **period of insurance** by any of the following causes, **we** will at **our** option, pay **you** for the value of the **building** at the time it is **damaged** or the amount of the **damage**, or reinstate or replace the **building** or any part of it.

We will pay **you** up to the **limit of indemnity** in respect of any one claim or a series of claims arising out of one occurrence for loss or **damage** to the **building** occurring during the **period of insurance**.

Causes

1. Fire, lightning or earthquake
2. Explosion, excluding:
 - **damage** caused by or consisting of the bursting by steam pressure of a boiler economiser or other vessel, machine or apparatus where internal pressure is due to steam only, that belongs to **you** or under **your** control, unless it is used for domestic purposes only.
3. Riot, civil commotion, strikers, locked-out workers, labour or political disturbances, vandals, malicious persons, excluding:
 - **damage** caused by confiscation, destruction or requisition by order of the Government or any Public Authority
 - **damage** arising from stoppage of work
 - **damage** caused by **your employees** or any other person lawfully on **your** premises other than any tenant occupying the **building** or portion of any **building** for commercial purposes
 - **damage** to any portion of the **building** which is **unoccupied**
 - **damage** caused by theft or attempted theft
 - the **excess**;

Subject to Conditions applicable to Section one: **Buildings** – Malicious **damage** by tenants' condition in respect of malicious **damage** by any tenant occupying the **building** or portion of any **building** for commercial purposes.

4. Storm or **flood**, excluding:
 - **damage** due to a change in the water table level
 - **damage** resulting from frost, subsidence, ground heave or landslip
 - **damage** to moveable property in the open, walls, fences, posts, hedges and gates
 - the **excess**
5. Escape of water from any tank, apparatus, pipe or sprinkler installation, excluding:
 - **damage** to any **building** caused by frost other than internal plumbing installations not in any outbuildings
 - **damage** to any **building** which is **unoccupied**
 - the **excess**
6. Impact by any aircraft or other aerial devices, vehicle or any article falling from them or by animals, excluding:
 - the **excess**
7. Leakage of fuel oil, used solely for domestic purposes, used in connection with the buildings, excluding:
 - **damage** to any portion of the **building** which is **unoccupied**
 - the **excess**
8. Theft or attempted theft involving entry to or exit from the **buildings** by forcible and violent means or actual or threatened hold up assault or violence, excluding:
 - **damage** to any building which is **unoccupied**
 - **damage** from any structure which is incapable of being locked
 - **damage** caused by **your employees**, tenants or any other person lawfully on **your** property
 - the **excess**
9. Subsidence or ground heave of any part of the site on which the **building** stands or landslip, excluding:

- **damage** to yards, outdoor swimming pools, tennis courts, paved terraces, patios, drives, car parks, roads, pavements, walls, gates and fences unless the building structure is also **damaged** at the same time by the same cause
- **damage** caused by or consisting of:
 - the normal settlement or bedding down of new structures
 - the settlement or movement of made-up ground
 - coastal or river erosion
 - defective design or workmanship or use of defective materials
 - fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
- **damage** which originated prior to the **period of insurance**
- **damage** to solid floor slabs or **damage** resulting from their movement, unless the foundations beneath the outside walls of the main **building** are **damaged** at the same time by the same cause
- **damage** resulting from demolition, construction, structural alteration or repair of any **building** or groundwork or excavation at the **building**.
- the **excess**

Provided that in accordance with:

- the Change in risk information condition (as shown under the General conditions section of this **policy**), **you** tell **us** as soon as possible if **you** become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site to the **building**
- the Reasonable care condition (as shown under the General conditions section of this **policy**), **you** must arrange annually, at **your** own expense, for a tree surgeon or similar professional to:
 - inspect trees within 10 metres of the **building** and over 5 metres in height to ensure that they do not affect the structure, drains or sewers at the **building**, and
 - prune or pollard trees as recommended by the tree surgeon or similar professional.

If **you** do not comply with these conditions **we** have the right to refuse to pay **your** claim where that claim has been affected by **your** failure to comply.

10. Any other accidental **damage** that is not insured under the causes listed under items 1 to 9 above, excluding:

- **damage** which is excluded under causes 1 to 9 above
- **damage** caused by or resulting from:
 - wear and tear, the action of light or atmosphere, moths, **vermin** or insects
 - any process of cleaning, dyeing, restoring, adjusting, repairing, cutting, preparation or fitting
 - corrosion, rust, dampness, dryness, wet or dry rot, shrinkage, marring, or scratching
 - wind, rain, hail, sleet, snow, dust or theft to boundary walls, gates fences or moveable property in the open
 - subsidence, ground heave or landslip of any part of the site on which the **building** stands
 - the normal settlement or bedding down of new structures
- **damage to buildings** caused by or consisting of:
 - inherent fault or defect, undiscovered defect, gradual deterioration, frost, change in water table level, faulty or defective design or materials
 - faulty or defective workmanship, operational error or omission by **you** or any of **your employees**.

However, **we** will cover subsequent **damage** which results from a cause not excluded elsewhere in the **policy**

- **damage** caused by or consisting of:
 - mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment where the breakdown or derangement originates
 - joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping in connection with them.

However, **we** will pay **you** for subsequent **damage** which results from a cause not excluded elsewhere in the **policy**.

- the collapse or cracking of **buildings**
- the cost of normal maintenance, redecoration or repair
- losses caused by or resulting from **damage** to any computer or other equipment, component, system or item which processes, stores, transmits or retrieves data or any part of it, whether tangible or intangible (including any information, programs or software) and whether **your** property or not, where **damage** is caused by **virus or similar mechanism or hacking**

However, **we** will pay **you** for **damage** not excluded elsewhere in the **policy**, which itself results from a cause 1-9, except for **damage** by malicious persons other than thieves

- the **excess**

Section one: **Buildings** extensions to cover

Subject to the terms of Section one: **Buildings** and the other applicable **policy** terms, the following extensions are automatically included under Section one: **Buildings**. **Your schedule** will show **you** if the cover under Section one: **Buildings** applies.

Additional metered water cover

We will pay **you** for the additional metered water charges incurred by **you** as a result of **damage** occurring during the **period of insurance**, provided that repairs are completed within 30 days of the **damage** being discovered. **We** will not cover the charges incurred for any **building** that is **unoccupied**.

The most **we** will pay under this cover during any one **period of insurance** is £25,000.

The amount **we** pay will be based on the amount of the water charges for the period:

- commencing when the **damage** occurs, and
- ending when the **damage** is repaired or 30 days after the date the **damage** occurred, whichever the sooner;

less the charge paid by **you** for the corresponding period in the preceding year. The resulting amount will then be adjusted for changes in the suppliers' charges and for variations affecting **your** water consumption during the intervening period.

Alternative residential accommodation cover

Provided that this cover is not insured elsewhere, **we** will pay **you** for costs of reasonable alternative accommodation for **your** tenants and temporary storage of **your** tenants' furniture while the residential portion of the **building** cannot be lived in or access is denied as a result of **damage**. This alternative residential accommodation cover will only apply where **we** have otherwise made a payment or accepted liability under Section one: **Buildings** of this **policy** and the alternative residential accommodation relates to the claim giving rise to that payment or acceptance of liability.

The most **we** will pay under this extension is 20% of the **limit of indemnity** on the **building** that has been **damaged** for a maximum period of 24 months from the date of **damage**.

Architects, surveyors, legal and consulting engineers' fees cover

We will pay **you** for architects, surveyors, legal and consulting engineers fees necessarily incurred with **our** written consent in the reinstatement or repair of the **building** as a result of its' **damage**, but not for preparing any claim.

Cables and underground pipes cover

We will pay **you** for the costs incurred following **damage** (which **you** are responsible for and occurring during the **period of insurance**) to fuel or oil pipes, cables (including overhead electricity and telephone cables), septic tanks and associated pipes, underground pipes and drains (including inspection covers) at the **buildings** or connecting the **building** to the public mains.

The most **we** will pay for any one claim under this cover is £5,000.

Capital additions cover

This insurance shall, subject to the terms and conditions, extend to cover:

- any newly acquired and/or newly erected buildings, machinery, plant, all other contents or buildings in the course of erection (excluding any property for which a building contractor is responsible), and
- alterations, additions and improvements to buildings but not in respect of any appreciation in value

anywhere in the United Kingdom, provided that:

- a) this cover shall not exceed 10% of the **limit of indemnity** or £500,000 whichever is the greater for each item;
- b) **you** undertake to give particulars of such extension of cover as soon as practicable (but not exceeding 6 months after cover has applied) and to effect specific insurance thereon retrospective to the date of the commencement of **our** liability;
- c) the provisions of this extension shall be fully maintained notwithstanding any specific insurance effected under (b) above.

Day one average cover

The amount payable for **buildings** under sums shown as the 'declared value' in **your schedule** will be calculated as reinstatement of the **damaged building**.

For this purpose, depending on the extent of **damage**, reinstatement means:

1. the rebuilding or replacement of **damaged building**, which provided **our** liability is not increased may be completed:
 - a) in any manner suitable to **your** requirements
 - b) on a different site, or
2. the repair or restoration of **damaged building**

in either case, to a condition equivalent to or the same as but not better or more extensive than its condition when new.

You have stated the declared value, shown in **your schedule** for each **building**, and the premium has been calculated accordingly.

Declared value means **your** assessment of the cost of reinstatement of each **building** at the level of costs applying at the start of the **period of insurance** (ignoring inflationary factors occurring after the start of the **period of insurance**) together with an allowance for:

1. the additional cost of reinstatement to comply with public authority requirements, and
2. professional fees, and
3. debris removal costs.

Provided that:

1. At the start of each **period of insurance** **you** must tell **us** the declared value of each **building**. If the declared value is not provided at the time of renewal (if applicable), the current declared value will be taken as the declared value for the next **period of insurance**.
2. If, in respect of a valid claim under this **policy**, at the time of the **damage** the declared value of the **building** **you** are claiming for is less than the cost of reinstatement at the start of the **period of insurance**, **our** liability for any **damage** will be proportionately reduced and will be limited to the proportion that the declared value bears to the cost of reinstatement.
3. **Our** liability for the repair or restoration of **building damaged** in part only, will not exceed the amount which would have been paid had the **building** been completely destroyed.
4. No payment will be made beyond the amount that would have been payable in the absence of this Day one average cover extension:
 - a) unless reinstatement starts and proceeds without unreasonable delay
 - b) until the cost of reinstatement has been incurred
 - c) if the **building** at the time of the **damage** is insured by any other insurance which is not on the same basis of reinstatement.

If **you** do not comply with item 4 immediately above or **you** decide not to rebuild the **building** in a condition equal to but not better or more extensive than its' condition when new, then this extension is invalid and what **we** will pay in respect of the **damage** will be subject to the following condition of average (under insurance):

The cover for each **building** is subject to average. Therefore, if the **building** at the time of **damage** is valued at more than 115% of the declared value stated in **your schedule**, then **you** will be considered as self-insured for the difference and will be responsible for a proportionate share of the loss.

Drains clearance cover

We will pay **you** for the costs and expenses necessarily and reasonably incurred by **you** in clearing, cleaning and/or repairing drains, gutters and/ or sewers to **your building** or for which **you** are responsible, caused by **damage** to **your building** otherwise insured under this **policy** occurring during the **period of insurance**.

The most **we** will pay for any one claim under this extension is £5,000.

European Community and public authorities cover

If a claim is paid or payable under Section one: **Buildings**, this **policy** extends to include such additional cost of reinstatement as may be incurred solely due to the necessity to comply with the stipulations of:

1. European Community Legislation; or
2. Building or other regulations under or there to support, any Act of Parliament or Bye-laws of any Public Authority referred to as the stipulations for:
 - a) the **damage** to the **building**

- b) undamaged portions of the **building**

Excluding:

1. the cost incurred in complying with the stipulations:
 - a) for **damage** occurring prior to the granting of this extension
 - b) for **damage** not insured by Section one: **Buildings**
 - c) where **you** have been served notice prior to the **damage** occurring
 - d) where there is an existing requirement which has to be implemented within a given period
 - e) for property entirely undamaged by any insured event
2. the additional cost that would have been required to repair the **damaged building** to a condition equal to its condition when new, had the need to comply with the stipulations not arisen
3. the amount of any charge or assessment arising out of capital appreciation which may be payable for the **building** or by the owner to comply with the stipulations.

Provided that:

1. Reinstatement work must be started and carried out without unreasonable delay and must be completed within 12 months after the **damage** or any further time that **we** agree (during those 12 months),
2. Reinstatement may be carried out on another site (if the stipulations require) subject to **our** liability under this extension not being increased,
3. If **our** liability under Section one: **Buildings** is reduced by the application of any of the terms of this **policy**, **our** liability for European Community and public authorities extension will be reduced proportionately,
4. The total amount recoverable for any property will not exceed its **limit of indemnity**.

Emergency access cover

We will indemnify **you** for costs incurred following **damage** to the **building** caused by the police or persons acting under their control in gaining access to the **building** as a result of concern for the welfare of the tenant(s) or to prevent or mitigate **damage** to the **building** by a cause insured under Section one: **Buildings**.

The most **we** will pay during any one **period of insurance** is £5,000.

We will not pay for any costs incurred following **damage** caused by the police in the course of a criminal investigation or as a result of unlawful activities at the **building**.

Extinguishment and alarm resetting expenses cover

We will pay **you** for the cost of resetting fire alarms and replacing and/or replenishing extinguishment materials when **you**, **your employees** or the fire brigade attempt to extinguish or minimise loss by fire occurring during the **period of insurance**, provided that the costs and expenses cannot be recovered from the public authority responsible.

The most **we** will pay for any one claim under this extension is £10,000.

Fly tipping cover

We will indemnify **you** for the costs incurred in clearing and removing any property illegally deposited in the **building** during the **period of insurance**.

The most **we** will pay for any one claim under this cover is £500 or a maximum of £5,000 during any one **period of insurance**.

Glass breakage cover

Provided that the glass is in good condition and free from **damage** at the start of the **period of insurance**, **we** will, at **our** option pay for the repair or replacement of any breakage or malicious scratching occurring during the **period of insurance** of all internal or external glass, belonging to **you** or for which **you** are responsible at the **building**.

We will also pay for the cost of:

1. boarding up and repair to associated framework, reasonably incurred as a result of breakage of glass insured under this extension. **You** may instruct builders or glaziers to board up where necessary without **our** prior consent; and/or
2. removal or replacement of fixtures and fittings which may be necessary in connection with the replacement of the glass.

Illegal cultivation of drugs cover

In accordance with Conditions applicable to Section one: **Buildings** – Illegal cultivation of drugs condition, **we** will cover **you** for the necessary remedial works arising from the use of **your building** by **your** tenants for the manufacture, cultivation, harvesting or processing by any other method of drugs classed as controlled substances under the Misuse of Drugs Act (1971).

The most **we** will pay during any one **period of insurance** is £5,000.

Inflation protection cover

We will adjust the declared value of the **building** in line with suitable indices of cost and the renewal premium for Section one: **Buildings** will be based on the adjusted sums insured.

Landscaped gardens cover

We will pay **you** for the cost of restoring any **damage** caused by the emergency services to landscaped gardens, which **you** are responsible for, when the emergency services are attending the **buildings** as a result of **damage** insured under Section one: **Buildings**.

The most **we** will pay for any one claim under this extension is £25,000.

Malicious **damage** by residential tenants' cover

In accordance with Conditions applicable to Section one: **Buildings** – Malicious **damage** by tenants' condition, **we** will indemnify **you** against **damage** caused during the **period of insurance** by the malicious actions of a tenant or their family occupying the **building** or portion of any **building** for residential purposes.

The most **we** will pay for any one claim under this cover is £5,000 with a maximum payable in respect all claims in total during any one **period of insurance** of £25,000.

We will not pay:

1. the first £250 for any one claim or any higher amount shown in the **schedule**.
2. **damage** by theft or attempted theft caused by a tenant or their family occupying the **building** or portion of any **building**.

Mortgagees and other interests cover

The interests of the leaseholder(s), mortgagee(s) and tenant(s) in the individual portions of the **building** which you are required to include on this **policy** are automatically noted subject to **you** advising **us** in the event of a claim.

Mortgagees and lessors cover

The interest of the mortgagee(s), freeholder(s) or lessor(s) under this insurance will not be prejudiced by any act or neglect of the occupiers or mortgagors of any property where the risk of **damage** is increased without the mortgagee's, freeholder's or lessor's authority or knowledge provided that once mortgagee(s), freeholder(s) or lessor(s) are aware of the increased risk, they must give **us** written notice and pay any additional premium that **we** may require in accordance with the Change in risk information condition in this **policy**.

Non-invalidation cover

Your interest under this insurance will not be prejudiced by any act or neglect of the occupiers or mortgagors of any property where the risk of **damage** is increased without **your** authority or knowledge provided that once **you** are aware of the increased risk, **you** must give **us** written notice and pay any additional premium that **we** may require in accordance with the Change in risk information condition in this **policy**.

Reinstatement of sum insured after loss cover

In the event of the payment of a claim under Section one: **Buildings**, the sum insured by this section will be automatically reinstated from the date of the loss unless **we** or **you** give written notice contrary, provided that in the event of reinstatement **you** will always:

1. pay the necessary premiums that may be required for the reinstatement, from the date of reinstatement; and/or
2. apply any additional risk improvements which **we** may reasonably require.

Removal of debris cover

We will pay costs and expenses necessarily incurred by **you** with **our** consent in:

- removing debris;
- dismantling and/or demolishing; and
- shoring up or propping;

the portion or portions of the **buildings** insured as a result of loss or **damage** insured against under this **policy**.

Our liability under this extension to cover and in respect of any claim under Section one: **Buildings** will not exceed its **limit of indemnity**.

We will not pay for costs and expenses:

- incurred in removing debris except from the site of such building destroyed or **damaged**, and the area immediately adjacent to the site, and
- arising from pollution or contamination of property not insured by this section.

Removal of debris (tenants' contents) cover

We will pay costs and expenses necessarily incurred by **you** with **our** consent to remove the debris of tenants' contents as a result of loss or **damage** insured against under this **policy**.

We will not pay for costs and expenses:

- in respect of tenants' contents insured under any other policy; and
- incurred in removing debris except from the site of the **damaged building** and the area immediately adjacent to the site; and
- arising from pollution or contamination of property not insured by Section one: **Buildings**.

Removal of nests cover

We will pay **you** for any one claim for the cost of removing wasps, bees or hornets' nests from the **building** discovered during the **period of insurance**. The most **we** will pay for any one claim under this cover is £1,000.

Subrogation waiver cover

In the event of a claim under this Section one: **Buildings**, **we** agree to waive any rights, remedies or relief which **we** might have become entitled by subrogation against:

1. any company standing in relation of parent to subsidiary (or subsidiary to parent) to **you**, and
2. any company which is a subsidiary of a parent company of which **you** are a subsidiary, and in each case as defined by current law at the time of the **damage**
3. any tenant provided that:
 - a) the **damage** did not result from a criminal, fraudulent or malicious act of the tenant
 - b) the tenant contributes to the cost of insuring the **building** against the event which caused the **damage**.

Theft **damage** to **building** fabric cover

We will pay **you** for:

1. **damage** to the external fabric of the **building** as a result of theft or attempted theft; or
2. **damage** following entry of rainwater as a result of theft or attempted theft of the external fabric of the **building**;

occurring during the **period of insurance**.

We will not cover the **excess** for each and every loss after the application of any average condition.

This cover does not apply to any **building** which is **unoccupied** or to any **building** that has scaffolding erected.

The most **we** will pay during any one **period of insurance** is £10,000.

Theft of keys cover

We will pay **you** for the cost of replacing external door locks after the loss of keys due to:

1. theft from the **building**, registered office or from **your** home or the home of or any principal, director, partner or **employee** authorised to hold such keys; or
2. theft following hold-up when the keys are in the personal custody of **you** or any principal, director, partner or **employee** authorised to hold such keys; or
3. reasonable evidence that the keys have been duplicated by an unauthorised person;

occurring during the **period of insurance**.

The most **we** will pay for any one claim under this extension is £5,000.

Trace and access cover

We will pay **you** for the reasonable costs that **you** incur in locating the source of **damage** and repairing the damage caused in locating its source, where the **damage** is caused by:

1. the escape of water from any tank, apparatus or pipe; or
2. accidental loss or **damage** to cables, underground pipes and drains providing services to the **building** and for which **you** are legally responsible;

occurring during the **period of insurance**.

The most **we** will pay for any one **building** during any one **period of insurance** under this cover is £25,000.

Transfer of interest cover

If at the time of **damage** giving rise to a valid claim under Section one: **Buildings**, **you** have entered into a contract to sell **your** interest in the **building** and the sale has not but is subsequently completed, the purchaser will have the full protection of Section one: **Buildings** on exchange of contracts, provided it is not covered by any other insurance.

Tree felling and lopping cover

We will pay **you** for the costs incurred in removing or lopping trees, by a professionally qualified tree surgeon or tree feller, which are an immediate threat to the safety of life or of **damage** to the **building**, where such threat first appears during the **period of insurance**.

The most **we** will pay in respect all claims in total during any one **period of insurance** of £5,000.

We will not be liable for:

1. legal or local authority costs involved in removing trees, and
2. costs incurred solely to comply with a Preservation Order.

Unauthorised use of electricity, gas, oil and water cover

We will pay **you** for the charges that **you** are responsible for if gas, electricity, oil or water is discharged from a metered system during the **period of insurance**, arising from unauthorised use by persons taking possession, keeping possession or occupying the **building** without **your** authority, provided that **you** take all reasonable steps to terminate the unauthorised use as soon as it is discovered.

The most **we** will pay for any one claim under this extension is £25,000.

Value added tax (VAT) cover

We will pay **you** for VAT, paid by **you**, which is not recoverable, provided that:

1. a) **your** liability for the tax arises as a result of the reinstatement or repair of the **building** following **damage**
b) **we** have paid or have agreed to pay for the **damage** under this Section One: **Buildings**,
c) if any payment made by **us** is less than the actual cost of the reinstatement or repair of the **damage**, then any payment under this clause, resulting from that **damage**, will be reduced by the same proportion,
2. **your** liability for VAT does not arise from the replacement **building** having a greater floor area, or being better or more extensive than the **damaged building**,
3. where the **building** is reinstated on another site **our** liability will not be higher than the amount of VAT that would have been payable had the **building** been rebuilt on its original site,
4. **our** liability does not include amounts **you** have paid as penalties or interest for non-payment or late payment of VAT
5. **you** have taken all reasonable precautions to insure adequately for VAT liability at the start of this **policy** and at each subsequent renewal date.

For the purpose of any condition of average, reinstatement costs will be exclusive of VAT. **Our** liability may be more than the **limit of indemnity** for a **building** where the additional amount is solely as a result of VAT.

Conditions applicable to Section one: **Buildings**

In addition to the general conditions set out under the General conditions section of this **policy**, conditions specific to Section one: **Buildings** shall apply and are set out immediately below.

You must comply with the terms of this **policy**. Failure to comply with the terms of this **policy** may affect **your** right to recover a claim or claims under this **policy**.

Some of the conditions below impose an obligation or obligations on **you** that require **you** to do, or not do, certain things; such conditions are referred to as a condition with obligation. If **you** fail to carry out the obligation(s) (or part of an obligation) under a condition with obligation **we** may, depending on the extent of the obligation(s):

1. not pay the claim (or part of a claim), where the loss is attributable to **your** failure to carry out the obligation(s) (or part of an obligation), and/or
2. suspend the cover granted under this **policy**:
 - a) from the date **you** failed to fulfil the obligation(s) (or part of an obligation),
 - b) until **you** have fulfilled the obligation(s).

Contribution and average condition

If, at the time of the claim, there is any other policy covering the same **building**, **we** will only be responsible for **our** proportionate share.

If any other policy is subject to any average (under insurance) condition, this **policy**, if not already subject to average, will be subject to average in the same way as the other insurance.

If any other policy has a condition that prevents it from paying its share, **our** share of the claim will be limited to the proportion that the **limit of indemnity** bears to the value of the **building** insured.

Explosion condition

It is a condition with obligation that you must ensure that any vessel, machinery or apparatus and/or its contents belonging to **you** or under **your** control, which need examination to comply with any statutory regulations, has in place a contract providing the required inspection.

Fire extinguishing appliances condition

It is a condition with obligation that fire extinguishing equipment belonging to **you** or under **your** control must be:

1. maintained in efficient working order; and
2. routinely tested and any defects promptly rectified.

Flat roof condition

Any flat portions of the roof of the **building** are to be inspected once every 2 years by a competent roofing contractor and any recommendations implemented as soon as reasonably practicable.

Individual flats condition

Where **your building** is an individual flat **we** will only be responsible for **our** proportionate share of any claim relating to portions of the **building** for which **you** are responsible.

Illegal cultivation of drugs condition

It is a condition with obligation to **our** liability that **you**:

1. carry out internal and external inspections of the **building** at least every 3 months or as frequently as permitted under the tenancy agreement and:
 - a) maintain a log of those inspections and retain that log for at least 24 months; and
 - b) carry out a 6 monthly management check of the inspections log; and
2. obtain satisfactory credit references of all tenants and any prospective tenant from a licensed Credit Referencing Agency prior to granting the tenancy with the tenant having given permission for this information to be released to **us** in the event of a claim; and
3. obtain and record details of **your** tenants' bank account and verify those details by receiving rental payments from that account; and
4. obtain and record a written formal identification of all tenants and any prospective tenant; and
5. do not permit any sub-letting of **your building**.

Malicious **damage** by tenants' condition

It is a condition with obligation to **our** liability that **you**:

1. obtain satisfactory credit references of all tenants and any prospective tenant from a licensed Credit Referencing Agency prior to granting the tenancy with the tenant having given permission for this information to be released to **us** in the event of a claim; and
2. obtain and record details of **your** tenants' bank account and verify those details by receiving rental payments from that account; and

3. obtain and record a written formal identification of all tenants and any prospective tenant; and
4. do not permit any sub-letting of **your building**.

Payments on account condition

In the event of **damage**, **we** can, at **our** option, make monthly payments to **you** if required.

Reinstatement condition

If any **building** is to be reinstated or replaced by **us**, then **you** will at **your** own expense provide all the plans, documents, books and information that may be needed. **We** will not be required to reinstate the **building** exactly but only as circumstances permit and in a reasonable manner. **We** will not pay more than the **limit of indemnity** for any one **building**.

Unoccupied buildings condition

It is a condition with obligation that when any **building** becomes **unoccupied**:

- a) **you** must tell **us** as soon as possible that the **building** or any portion thereof is **unoccupied** and when any **building** or portion thereof becomes re-occupied;
- b) **you** must tell **us** of any **damage** to the **unoccupied building** whether the **damage** is insured or not;
- c) **you** or **your** authorised representative must:
 - i. ensure all the main services are turned off or disconnected (except the electricity supply to maintain any fire or intruder alarm system); or
 - ii. as an alternative to c) i. above, leave the main services turned on to keep the central heating system working at a minimum temperature of 10°C during the period starting 1st October and ending 31st March each year provided always that outside of this period c) i. above will apply;
 - iii. carry out a thorough inspection of the **building** at least once a week and carry out any work necessary to maintain the security of the **building** as soon as possible;
 - iv. remove all refuse and waste materials from the **building** following such inspection and ensure no accumulation of refuse and waste is allowed in adjoining yards or space owned by **you**;
 - v. ensure the **building** is secured against any unlawful entry;
 - vi. ensure all **damage** to the **building** must be rectified as soon as possible;
 - vii. secure the **building** and put all protective locking devices and any alarm protection into effective operation;
 - viii. seal all letterboxes;
 - ix. ensure the final exit door of the **building** is secured by an appropriate mortice deadlock which has five or more levers and conforms to British Standard (BS) 3621 or European Norm (EN) 1303 together with a matching metal box striking plate, installed in accordance with the manufacturers recommendations;
 - x. implement any additional protections that **we** may require within the timescale **we** specify;
 - xi. maintain a written record of inspections undertaken as required by c) iii. above.

We will not be liable for any claim where loss or **damage** is excluded if the **building** is **unoccupied**.

Workmen's condition

Joiners and other tradesmen are allowed on the **building** to carry out repairs, general maintenance work, redecoration or minor alterations without prejudice to this insurance.

Exclusions applicable to Section one: **Buildings**

Aircraft or aerial devices exclusion

We will not cover **damage** caused by or consisting of pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Date recognition exclusion

We will not cover **damage** caused by, arising from or contributed to by the failure of equipment (including hardware and software) to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date. But **we** will cover subsequent **damage** resulting from causes 1 to 8, which is not excluded elsewhere in the **policy**.

Erasure of data exclusion

We will not cover **damage** arising from:

- a) erasure, loss, distortion or corruption of information on computer systems or other records, programs or software deliberately caused by rioters, strikers, locked- out workers, persons taking part in labour disturbances or civil commotion or malicious persons
- b) other erasure, loss, distortion or corruption of information on computer systems or other records, programs or software unless resulting from causes 1 to 8 and it is not excluded elsewhere in the **policy**.

Excess exclusion

We will not cover the **excess**.

Where a claim is covered under both Section one: **Buildings** and Section three: Landlord's contents, **you** will only be responsible for one of the **excesses**, whichever is greater.

Fraud and dishonesty exclusion

We will not cover **damage** which results from acts of fraud or dishonesty by **you, your employees** or any other person who is responsible for the **building** or results from voluntarily parting with title or possession of any **building** as a result of a fraudulent scheme, trick, device or false claim. But **we** will cover subsequent **damage** which itself results from an insured cause covered elsewhere in this **policy**.

Illegal activities exclusion

We will not cover **damage** caused by **buildings** being used by **you**, tenants or any occupants for illegal activities, other than the cover for **damage** provided for by Section one: **Buildings** extensions to cover - Illegal cultivation of drugs cover.

More specific insurance exclusion

We will not cover **you** for any **building** more specifically insured by **you** or on **your** behalf.

Pollution or contamination exclusion

We will not cover **damage** caused by pollution or contamination except (unless otherwise excluded) **damage** to **buildings** caused by:

- a) pollution or contamination which itself results from causes 1 to 8; or
- b) any of causes 1 to 8 which itself results from pollution or contamination.

Unexplained loss exclusion

We will not cover **damage** caused by or consisting of disappearance, unexplained or inventory shortage, misfiling or misplacing of information.

Section two: Rental income

Your **schedule** will show **you** if this section is covered.

Meanings of defined terms

In addition to the terms defined under the General meanings of defined terms that apply to the whole **policy**, there are some words that only appear in this section or are defined differently and the meanings shown here apply to this section only.

For the purpose of these definitions, any adjustments implemented in current cost accounting will be disregarded.

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

Adjustments will be made as necessary for trends of the **business** and for variations and other circumstances affecting the **business**, either before or after the **damage**, or which would have affected the **business** had the **damage** not occurred so that the adjusted figure represents as closely as possible the results which would have been obtained during the relative period after the **damage**.

Annual rental income

The **rental income** during the 12 months immediately before the date of the **damage**.

However, for the purpose of any claims arising before the end of the first year of trading of the **business** at the **building**, the definition for **annual rental income** is: the proportional equivalent for a period of 12 months of the **rental income** earned during the period between the start of the **business** and the date of the **damage**.

Indemnity period

The period during which the **business** is affected beginning when the **damage** occurred and ending not later than the maximum **indemnity period** shown in **your schedule**.

Rental income

The money paid or payable to **you** for tenancies and other charges for services provided in the course of **your business** at the **building**.

Standard rental income

The **rental income** during the period in the 12 months (or a proportionately increased multiple, if the **indemnity period** exceeds 12 months) immediately before the date of the **damage** which corresponds with the **indemnity period**.

However, for the purpose of any claims arising before the end of the first year of trading of the **business** at the **building**, the definition for **standard rental income** is: the proportional equivalent for a period equal to the **indemnity period** of the rental income earned during the period between the start of the **business** and the date of the **damage**.

What is covered

We will cover you for loss of rental income if the **building** insured under Section one: **Buildings** is **damaged** during the **period of insurance** and as a result of that **damage**:

- **we** have made a payment or accepted liability under this **policy**, and
- **your business** is interrupted or interfered with as a result of that **damage**.

We will pay you:

1. the difference between **your rental income** and the **standard rental income** during the **indemnity period** due to the **damage**; and
2. additional expenditure necessarily and reasonably incurred. This will include the cost of re-letting the **building** and the associated legal fees in trying to avoid or limit the loss of **rental income** that, without the expenditure, would have taken place during the **indemnity period** because of the **damage**. The amount **we** pay will not exceed the amount of the loss of **rental income** avoided less any **business** expense saved because of the **damage** during the **indemnity period**;

provided that:

- a) if the **limit of indemnity** is less than **your annual rental income**, or a multiple of it where the maximum **indemnity period** shown in **your schedule** exceeds 12 months, then the amount **we** will pay **you** will be proportionately reduced
- b) **our** liability under this section will not exceed the **limit of indemnity** in respect of any one claim or a series of claims arising out of one occurrence.

Section two: **Rental income** extensions to cover

Alternative trading

If during the **indemnity period** accommodation is provided other than at the **building**, for the benefit of the **business**, either by **you** or by others on **your** behalf, the money paid or payable for the accommodation will be taken into account in arriving at the **rental income** during the **indemnity period**.

Boiler explosion cover

We will pay **you** for loss of **rental income** caused by **damage** resulting from the explosion of any boiler or economiser at the **building** belonging to **you** or under **your** control.

Buildings awaiting sale cover

If at the time of **damage** occurring during the **period of insurance**, **you** have contracted to sell **your** interest in the **building** or have accepted a written offer to purchase **your** interest in the **building** subject to contract, and the sale is cancelled or delayed solely due to the **damage**, **we** will pay at **your** option either:

1. the actual amount of the reduction in rental income solely as a result of the **damage** during the period before the date when the **building** would have been sold; or
2. during the period starting with the date when the **building** would have been sold and ending with the actual date of sale, or when the **indemnity period** ends if earlier:
 - a) the interest incurred on capital borrowed (solely to offset, in whole or part, the loss of use of the sale proceeds) for the purpose of financing the **business**
 - b) the investment interest **you** have lost on any balance of the sale proceeds (after deduction of any capital borrowed in 2. a) above)

less any amount received in **rental income**.

3. additional expenditure being:
 - a) the expenditure needed and reasonably incurred as a result of the **damage**, solely to avoid or minimise the loss payable under 1 or 2 above, but not more than the amount of loss avoided by the expenditure; or
 - b) the additional legal fees and other expenditure required as a result of the cancellation or delay in selling **your** interest in the **building** due to the **damage**. This amount will not be more than the amount of the expenditure incurred immediately before the **damage** under 3. a) above or £50,000, whichever is less;

provided that:

1. **we** have made a payment or accepted liability under Section one: **Buildings**
2. **you** have made all reasonable efforts to complete the sale of the **building** as soon as practicable after the **damage**.

Denial of access and loss or **damage** at managing agents' premises cover

We will cover **you** for loss of **rental income** resulting from interruption of or interference with the **business** as a result of **damage** occurring during the **period of insurance** by a cause covered under Section one: **Buildings** to:

1. property within a 5 mile radius of **your building** which prevents or hinders the use of **your building**, or access to it, regardless of whether **your building** is **damaged**. This does not include any **damage** to property from which **you** obtain electricity, gas, water or telecommunications services which or hinder the supply of these services; or
2. property at managing agents' premises

Failure of public supply

We will cover **you** for loss of **rental income** following interruption of or interference with the **business** caused by **damage** by a cause covered under Section one: **Buildings** to property at any:

1. public electricity generating station or sub-station
2. land based premises of the public gas supply or of any natural gas producer linked directly to them
3. water works and pumping stations of the public water supply
4. land based premises of the public telecommunications network from which **you** obtain electricity, gas, water or telecommunications services within the **territorial limits**.

Professional accountants' cover

We will pay **you** for the reasonable charges that **you** have to pay:

1. to professional accountants for producing the particulars or details or any other proofs, information or evidence that **we** may require under the Claims procedures condition and reporting that these particulars or details are in accordance with **your** accounting records, other **business** books or documents; and/or
2. to **your** Solicitors for determining **your** contractual rights under any rent cessation clause or insurance break clause contained in the lease.

We will not cover fees for any other purposes.

Reinstatement of sum insured cover

In the event of the payment of a claim under Section two: **Rental income**, the sum insured by this section will be automatically reinstated from the date of the loss unless **we** or **you** give written notice contrary, provided that in the event of reinstatement **you** will always:

1. pay the necessary premiums that may be required for the reinstatement, from the date of reinstatement; and/or
2. apply any additional risk improvements which **we** may reasonably require.

Rent review cover

Where the **rental income** is subject to a rent review during the **period of insurance**, the **limit of indemnity** will be increased automatically to reflect the revised amount up to a maximum increase of 200% of the **limit of indemnity**. **We** will not charge extra premium for increases during the current **period of insurance** provided that prior to renewal **you** tell **us** of the revised **rental income** for the next **period of insurance**.

Subrogation waiver cover

In the event of a claim under this section **we** agree to waive any rights, remedies or relief which **we** might have become entitled by subrogation against:

1. any company standing in relation of parent to subsidiary (or subsidiary to parent) to **you**; and/or
2. any company which is a subsidiary of a parent company of which **you** are a subsidiary in each case as defined by current law at the time of the **damage**; and/or
3. any tenant, provided that:
 - a) the **damage** did not result from a criminal, fraudulent or malicious act of the tenant
 - b) the tenant contributes to the cost of insuring the **building** against the event which caused the **damage**.

Transfer of interest cover

If, at the time of **damage** **you** have entered into a contract to sell **your** interest in the **building**, and the sale has not, but is subsequently completed, the purchaser will have the full protection of this section on exchange of contracts for that **damage**, provided the **damage** is not covered by any other insurance.

Conditions applicable to Section two: **Rental income**

In addition to the general conditions set out under the General conditions section of this **policy**, conditions specific to Section two: **Rental income** also apply and are set out immediately below.

You must comply with the terms of this **policy**. Failure to comply with the terms of this **policy** may affect **your** right to recover a claim or claims under this **policy**.

Contribution and average condition

If, at the time of the claim there is any other policy covering the same **rental income**, **we** will only be responsible for **our** proportionate share.

If any other policy is subject to any average (under insurance) condition, this **policy** if not already subject to average, will be subject to average in the same way as the other insurance.

If any other policy has a condition that prevents it from paying its share, **our** share of the claim will be limited to the proportion that the sum insured bears to the amount of **rental income** for the **indemnity period** shown in **your schedule**.

Unoccupied buildings condition

Where **you** are insured for **rental income** from a **building** that is **unoccupied**, in the event of **damage**, **you** need to provide evidence of what **you** would have earned from **rental income** and the date from when **you** would have earned it.

We will take into account:

1. negotiations with prospective tenants before and after the **damage**; and
2. demand for similar accommodation in the locality; and
3. the general level of rents.

If required, **we** will use the advice of a professional valuer acceptable to **us** and to **you** and their fees will be included in the amount payable under this insurance.

Payments on account condition

In the event of **damage**, **we** can, at **our** option, make monthly payments to **you** if required.

Exclusion applicable to Section two: **Rental income**

Public services exclusion

We will not cover loss of **rental income** resulting from **damage** caused by or resulting from the deliberate act of withholding the supply of water, electricity, gas or fuel supply or telecommunication services but **we** will pay **you** for:

1. **damage** which results from a cause 1 to 9 under Section one: **Buildings**.
2. subsequent **damage** which itself results from a cause not excluded elsewhere in the **policy**.

Section three: Landlord's contents

Your **schedule** will show **you** if this section is covered.

Meanings of defined terms

In addition to the terms defined under the General meanings of defined terms, there are some defined terms that may only appear in this section or are defined differently in this section and the meanings shown here apply to this section only.

Landlord's contents

Fixtures and fittings at the **building** (not forming a permanent part of the structure), furniture, furnishings, utensils and domestic appliances belonging to **you** or for which **you** are responsible as landlord.

What is covered

If any **landlord's contents** are **damaged** during the **period of insurance** by any of the following causes, **we** will pay **you** for the value of the **landlord's contents** at the time it is **damaged**, the amount of the **damage** or at **our** option repair or replace the **landlord's contents** or any part of it.

The most **we** will pay for any **landlord's contents** covered by this section is the sum insured shown in **your schedule** in respect of any one claim or a series of claims arising out of one occurrence.

Causes

1. Fire, lightning or earthquake.
2. Explosion, excluding:
 - **damage** caused by or consisting of the bursting by steam pressure of a boiler economiser or other vessel, machine or apparatus where internal pressure is due to steam only, that belongs to **you** or is under **your** control, unless it is used for domestic purposes only.
3. Riot, civil commotion, strikers, locked out workers, labour or political disturbances, vandals or malicious persons but excluding:
 - **damage** caused by confiscation, destruction or requisition by order of the Government or any Public Authority
 - **damage** arising from stoppage of work
 - **damage** caused by **your employees**, tenants or any other person lawfully on **your building** other than any tenant occupying the **building** or portion of any **building** for commercial purposes
 - **damage** to **landlord's contents** in any **building** which is **unoccupied**
 - **damage** caused by theft or attempted theft
 - **damage** to property in the open
 - the **excess**;

Subject to Conditions applicable to Section three: **Landlord's contents** – Malicious **damage** by tenants' condition in respect of malicious **damage** by any tenant occupying the **building** or portion of any **building** for commercial purposes.

4. Storm or **flood**, but excluding:
 - **damage** due to a change in the water table level
 - **damage** resulting from frost, subsidence, ground heave or landslip
 - **damage** to property in the open
 - the **excess**
5. Escape of water from any tank, apparatus, pipe or sprinkler installation, excluding:
 - **damage** in any **building** which is **unoccupied**
 - the **excess**
6. Impact by any aircraft or other aerial devices, vehicle or any article falling from them or by animals excluding:
 - the **excess**
7. Leakage of fuel oil, used solely for domestic purposes, used in connection with the **buildings**, excluding:
 - **damage** to **landlord's contents** in any portion of the **building** which is **unoccupied**
 - the **excess** detailed in **your schedule**.

8. Theft or attempted theft involving entry to or exit from the **buildings** by forcible and violent means or actual or threatened hold up assault or violence, but excluding:

- theft from any garden, yard or open space and any outbuilding detached from the main **building**
- **damage to landlord's contents** in any **building** which is **unoccupied**
- theft by **your employees** or any other person lawfully on the **buildings**
- the **excess**.

9. Any other accidental **damage** that is not insured under the causes listed under items 1 to 8 above, excluding:

- **damage** which is excluded under causes 1 to 8 above
- **damage** caused by or resulting from:
 - wear and tear, the action of light or atmosphere, moths, **vermin** or insects
 - any process of cleaning, dyeing, restoring, adjusting, repairing, cutting, preparation or fitting
 - corrosion, rust, dampness, dryness, wet or dry rot, shrinkage, marring, or scratching
 - wind, rain, hail, sleet, snow, dust or theft of **landlord's contents** in the open
 - subsidence, ground heave or landslip of any part of the site on which the **building** stands
- **damage** caused by or consisting of:
 - inherent fault or defect, undiscovered defect, gradual deterioration, wear and tear, frost, change in water table level, faulty or defective design or materials
 - faulty or defective workmanship, operational error or omission by **you** or any of **your employees**.

However, **we** will cover subsequent **damage** which results from a cause not excluded elsewhere in the **policy**

- **damage** caused by or consisting of:
 - mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment where the breakdown or derangement originates
 - joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping in connection with them.

However, **we** will pay **you** for subsequent **damage** which results from a cause not excluded elsewhere in the **policy**.

- the cost of normal maintenance or repair
- losses caused by or resulting from **damage** to any computer or other equipment, component, system or item which processes, stores, transmits or retrieves data or any part of it, whether tangible or intangible (including any information, programs or software) and whether **your** property or not, where **damage** is caused by **virus or similar mechanism or hacking**

However, **we** will pay **you for damage** not excluded elsewhere in the **policy**, which itself results from a cause 1-9, except for **damage** by malicious persons other than thieves

- the **excess**

Section three: **Landlord's contents** extensions to cover

Subject to the terms of Section three: **Landlord's contents** and the other applicable **policy** terms, the following extensions are automatically included under Section three: **Landlord's contents**. **Your schedule** will show **you** if the cover under Section three: **Landlord's contents** applies.

Inflation protection cover

We will adjust the sum insured for **landlord's contents** in line with suitable indices of cost and the renewal premium for this section will be based on the adjusted sums insured.

Reinstatement of sum insured after loss cover

In the event of the payment of a claim under Section three: **Landlord's contents**, the sum insured by this section will be automatically reinstated from the date of the loss unless **we** or **you** give written notice contrary, provided that in the event of reinstatement **you** will always:

1. pay the necessary premiums that may be required for the reinstatement, from the date of reinstatement; and/or
2. apply any additional risk improvements which **we** may reasonably require.

Temporary removal

We will pay up to 10% of the sum insured whilst **landlord's contents** are temporarily removed from or in transit to or from the **building** for cleaning, renovation, repair or other similar purposes, but remaining in the **territorial limits** excluding property insured elsewhere.

Conditions applicable to Section three: **Landlord's contents**

In addition to the general conditions set out under the General conditions section of this **policy**, conditions specific to Section three: **Landlord's contents** also apply and are set out immediately below.

You must comply with the terms of this **policy**. Failure to comply with the terms of this **policy** may affect **your** right to recover a claim or claims under this **policy**.

Average condition

If at the time of **damage** the **limit of indemnity** is less than the value of the landlord's contents insured, the amount **we** will pay will be proportionately reduced.

Contribution and average condition

If at the time of the claim, there is any other policy covering the same **landlord's contents**, **we** will only be responsible for **our** proportionate share.

If any other policy is subject to any average (under insurance) condition, this **policy**, if not already subject to average, will be subject to average in the same way as the other insurance.

If any other policy has a condition that prevents it from paying its share, **our** share of the claim will be limited to the proportion that the **limit of indemnity** bears to the value of the **landlord's contents** insured.

Malicious **damage** by tenants' condition

It is a condition with obligation to **our** liability that **you**:

1. obtain satisfactory credit references of all tenants and any prospective tenant from a licensed Credit Referencing Agency prior to granting the tenancy with the tenant having given permission for this information to be released to **us** in the event of a claim; and
2. obtain and record details of **your** tenants' bank account and verify those details by receiving rental payments from that account; and
3. obtain and record a written formal identification of all tenants and any prospective tenant; and
4. do not permit any sub-letting of **your building**.

Reinstatement condition

If any **landlord's contents** are to be repaired or replaced by **us** then **you** will, at **your** own expense, provide all the plans, documents, books and information that may be needed. **We** will not be required to reinstate the **landlord's contents** exactly but only as circumstances permit and in a reasonable manner. **We** will not pay more than the **limit of indemnity** for any one property.

Exclusions applicable to Section three: **Landlord's contents**

Aircraft or aerial devices exclusion

We will not cover **damage** caused by or consisting of pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Date recognition exclusion

We will not cover **damage** caused by, arising from or contributed to by the failure of equipment (including hardware and software) to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date. But **we** will cover subsequent **damage** resulting from one of the insured causes 1 to 8, which is not excluded elsewhere in the **policy**.

Electrical signs exclusion

We will not cover **damage** to any electrical sign or its installation.

Excess exclusion

We will not cover the **excess**.

Where a claim is covered under both Section one: **Buildings** and Section three: Landlord's contents, **you** will only be responsible for one of the **excesses**, whichever is greater.

Excluded property exclusion

We will not cover:

- trade stock and materials
- bills of exchange, promissory notes, cash, bank and currency notes, securities, deeds, bonds or documents of any description
- **business** books, plans, specifications, designs and computer records
- jewellery, watches, furs, precious metals, precious stones or articles made from them
- curios, works of art, antiques, sculptures, rare books or pictures where the value of any one article is more than £1,000
- property more specifically insured elsewhere.

Fraud and dishonesty exclusion

We will not cover **damage** which results from acts of fraud or dishonesty by **you, your employees** or any other person who is responsible for **landlord's contents** or results from voluntarily parting with title or possession of any **landlord's contents** as a result of a fraudulent scheme, trick, device or false claim. But **we** will cover subsequent **damage** which itself results from an insured cause covered elsewhere in this **policy**.

Illegal activities exclusion

We will not cover **damage** to **landlord's contents** caused by, arising from or contributed to by the **buildings** being used for illegal activities by **you** or any occupants.

Pollution or contamination exclusion

We will not cover **damage** caused by pollution or contamination except **damage** to **buildings** caused by:

- a) pollution or contamination which itself results from causes 1 to 9
- b) any of causes 1 to 9 which itself results from pollution or contamination,

unless excluded elsewhere in this **policy**.

Unexplained loss exclusion

We will not cover **damage** caused by or arising from disappearance, unexplained or inventory shortage, misfiling or misplacing of information.

Section four: Property owners' liability

Your **schedule** will show **you** if this section is covered.

Meanings of defined terms

In addition to the terms defined under the General meanings of defined terms, there are some defined terms that may only appear in this section or are defined differently in this section and the meanings shown here apply to this section only.

Additional persons insured

- a) the personal representative of any deceased person entitled to the cover provided by this section but only in respect of liability incurred by the deceased person
- b) any principal for whom **you** are completing a contract for the performance of work, to the extent required by the contract conditions
- c) any of **your** directors or **employees**
- d) any officer or member whilst undertaking their duties in connection with **your**:
 - i. canteen, sports, social, educational or welfare organisations
 - ii. fire, security, first aid, medical or ambulance services
- e) any director or officer of **yours** for whom private work is undertaken by any **employee**, with **your** prior consent.

Asbestos

Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.

Claim costs

Costs and expenses in connection with a claim for which an award for damages is paid or may be payable under this section and incurred with **our** prior written consent, to investigate or defend a claim against **you** or any of the **additional persons insured** and this will include solicitors' fees at:

- a) any coroner's inquest or fatal accident inquiry
- b) summary court proceedings.

Contractual liability

Legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery, or increase **your** legal liability beyond that applicable in the absence of those terms.

Electronic data

Facts, concepts or information in a form usable for communications, interpretation or processing by electronic, electromechanical data processing or electronically controlled equipment and this includes programmes, software, firmware, operating systems or other coded instructions for the processing or manipulation of data.

Manslaughter costs

Costs and expenses of legal representation in connection with any criminal inquiry into, or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

Pollution or contamination

Pollution or contamination of **buildings** or other structures or of water, land or the atmosphere.

Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety, Consumer Protection or Food Safety legislation, enacted within the **territorial limits**.

What is covered

We will cover **you** against all sums that **you** or any of the **additional persons insured** become legally liable to pay in respect of accidental:

1. **bodily injury** to any person
2. loss of or **damage** to tangible property
3. obstruction, trespass, nuisance or interference with any right of way, air, light or water
4. wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy

occurring within the **territorial limits** during the **period of insurance** in connection with the **business**.

We will pay:

- a) up to the applicable **limit of indemnity** for any one claim or series of claims as a result of or attributable to a single source or the same original, repeated or continuing cause during the **period of insurance** covers; and
- b) **claim costs** in addition to the **limit of indemnity**;

except as otherwise stated in Section four: Property owners' liability extensions to cover.

In respect of claims caused by or originating from **pollution or contamination** and/or **terrorism**, the **limit of indemnity** is the maximum amount **we** will pay in total for all claims occurring during the **period of insurance**.

Section four: Property owners' liability extensions to cover

Subject to the terms of Section four: Property owners' liability and the other applicable **policy** terms, the following extensions are automatically included under Section four: Property owners' liability. **Your schedule** will show **you** if the cover under Section four: Property owners' liability applies.

Compensation for court attendance cover

In the event of **you**, any partner, director or **employee** attending court as a witness at **our** request, in connection with a claim for which an award of damages is paid or may be payable under this section, **we** will pay compensation at the rate of £250 per person, per day, for each day that attendance is required at court.

Contingent motor liabilities cover

We will pay the amount of damages which **you** are legally liable to pay and **claim costs** as a result of accidental **bodily injury**, loss of or **damage** to property not owned or held in trust by **you** or in **your** custody or control occurring during the **period of insurance** and arising out of:

1. the use by an **employee** of their own motor vehicle within the European Union
2. the movement of any motor vehicle, not owned by, or provided by **you**, or an **employee** that is preventing access to, or causing an obstruction within **your** premises or any site at which **you** are working.

The Road Traffic Act exclusion as shown under Exclusions applicable to Section four: Property owners' liability does not apply to this extension cover.

We will not cover:

- a) loss of or **damage** to any motor vehicle referred to in 1. or 2. above
- b) any legal liability unless the motor vehicle is being driven with **your** permission and **you** have taken reasonable steps to ensure that the person driving holds a valid license to drive the motor vehicle
- c) where cover is provided by another insurance policy.

Cross liabilities cover

If more than one insured is referred to in the **schedule**, this section shall apply to each one as if a separate **policy** had been issued to each provided that the total amount of indemnity payable to all parties in respect of **damage** will not exceed the **limit of indemnity** in any circumstances.

Data Protection cover

We will indemnify **you** in respect of legal liability arising under the Data Protection Act 1998 or any subsequent legislation amending, revising or replacing such act provided that:

- a) the process of registration under the above Act has been commenced or completed by **you** and the application has not been refused or withdrawn; and
- b) no liability arises as result of the provision by **you** of the services of a computer bureau

In respect of this Data Protection cover, **our** total liability including **claim costs** shall not exceed £250,000 during any one **period of insurance**.

We will not cover:

1. recording or providing information for reward or for working out the financial status of any person
2. a deliberate act or failure.

Defective Premises Act cover

We will pay the amount of damages which **you** are legally liable to pay and **claim costs** as a result of accidental **bodily injury**, loss of or **damage** to property, occurring during the **period of insurance** arising out of premises **you** have disposed of but had previously owned.

We will not cover loss of or **damage** to the land or premises disposed of or in connection with the cost of rectifying any defect or alleged defect in them.

We will not cover any liability which **you** are covered for under any other insurance policy.

Manslaughter costs cover

We will pay for **manslaughter costs** as a result of any death occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** or any of the **additional persons insured** for damages covered by this section.

You must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or withdrawn, **we** will have no further liability other than for costs and expenses of legal representation incurred before the date of the claim payment.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation, if in the opinion of Counsel (appointed by mutual consent), an appeal is likely to succeed and the total amount of damages and claimants' costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you** in connection with the proceedings.

The most **we** will pay for **manslaughter costs**, during any one **period of insurance**, is £1,000,000.

We will not cover:

- fines, penalties or awards of compensation imposed by a criminal court
- costs and expenses of implementing any remedial order or publicity order
- costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
- costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
- costs and expenses insured by any other policy
- costs and expenses of any investigation or prosecution brought other than under the laws of the **territorial limits**.

Personal liability cover

At **your** request, **we** will pay the amount of damages which any of **your** directors, partners or **employees** or their spouse or children are legally liable to pay and **claim costs**, as a result of accidental **bodily injury**, loss of or **damage** to property not owned by or held in trust by **you** or them, or in **your** or their custody or control occurring during the **period of insurance** and incurred in a personal capacity during temporary visits anywhere in the world in connection with the **business**, other than:

1. arising out of the ownership or occupation of land or buildings
2. where cover is provided under any other insurance
3. in circumstances where a **policy** or section exclusion applies.

Safety legislation defence cover

We will pay for **safety legislation costs**, as a result of any **bodily injury**, loss of or **damage** to **buildings** occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** or any of the **additional persons insured**, for damages covered by this section.

You must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or withdrawn **we** will have no further liability other than for costs and expenses of legal representation incurred before the date of the claim payment.

If at any time a claim for damages remains unsettled and you wish to appeal against conviction, we will agree to costs and expenses of legal representation, if in the opinion of Counsel (appointed by mutual consent), an appeal is likely to succeed and the total amount of damage and claimants' costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you** in connection with the proceedings.

The most **we** will pay for **safety legislation costs**, during any one **period of insurance**, is £1,000,000.

We will not cover:

1. fines, penalties or awards of compensation imposed by a criminal court
2. costs and expenses of an appeal against improvement or prohibition notices
3. costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than safety **legislation costs** already incurred
4. costs and expenses insured by any other policy
5. costs and expenses of any investigation or prosecution brought other than under the laws of the **territorial limits**.

Conditions applicable to Section four: Property owners' liability

In addition to the general conditions set out under the General conditions section of this **policy**, conditions specific to Section four: Property owners' liability also apply and are set out immediately below.

You must comply with the terms of this **policy**. Failure to comply with the terms of this **policy** may affect **your** right to recover a claim or claims under this **policy**.

Some of the conditions below impose an obligation or obligations on **you** that require **you** to do, or not do, certain things; such conditions are referred to as a condition with obligation. If **you** fail to carry out the obligation(s) (or part of an obligation) under a condition with obligation **we** may, depending on the extent of the obligation(s):

1. not pay the claim (or part of a claim), where the loss is attributable to **your** failure to carry out the obligation(s) (or part of an obligation), and/or
2. suspend the cover granted under this **policy**:
 - a) from the date **you** failed to fulfil the obligation(s) (or part of an obligation),
 - b) until **you** have fulfilled the obligation(s).

Other insurance condition

If, at the time of the claim, there is any other insurance policy covering the same legal liability, **we** will only be responsible for **our** proportionate share.

Exclusions applicable to Section four: property owners' liability

Aircraft and watercraft exclusion

We will not cover legal liability arising from **you** owning, possessing or using any:

1. aircraft
2. watercraft or hovercraft (except watercraft less than 8 metres in length or any hand propelled boat or pontoon).

Asbestos exclusion

We will not cover legal liability in any way arising from or contributed to by:

1. inhalation or ingestion of **asbestos**
2. exposure to or fear of the consequences of exposure to **asbestos**
3. the presence of **asbestos** in any property or on land
4. investigating, managing, removing, controlling or remediation of **asbestos**.

Contractual liability exclusion

We will not cover **contractual liability**, liquidated damages or any contractual fines or amounts payable under penalty clauses.

Electronic data exclusion

We will not cover claims caused by, arising from or contributed to by:

1. authorised or unauthorised transmission of **electronic data**
2. the content of any website, **your** email, intranet or extranet
3. loss, distortion, erasure, corruption or alteration of **electronic data** or any loss of use resulting in reduction of functionality
4. failure of electronic, electromechanical data processing or electronically controlled equipment or electronic **data** to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

Employee injury exclusion

We will not cover **bodily injury** sustained by any **employee** arising out of and in the course of their employment with **you**.

Excess exclusion

We will not cover the **excess**.

Managing agents professional risk exclusion

We will not cover any legal liability arising out of any act, error, omission or fault in the service or duties undertaken or provided by **your** managing agent in respect of the **buildings**.

Pollution or contamination exclusion

We will not cover legal liability arising from **pollution or contamination**, other than caused by a sudden and unexpected incident which takes place at a specific time and place during the **period of insurance**. All **pollution or contamination** which arises out of one incident will be considered to have happened at the time the incident takes place.

Property under **your** control exclusion

We will not cover loss or **damage** to property owned by **you** or which is held in **your** care, custody or control.

But **we** will cover:

1. premises which are leased, let, rented, hired or lent to **you**, as long as a tenancy or other agreement does not
 - a) result in **contractual liability**
 - b) say that loss or **damage** must be insured under a property insurance policy arranged by **you** or on **your** behalf
2. premises including contents which are not owned or rented by **you**, where **you** are temporarily carrying out work in connection with the **business**
3. **employed persons** or visitors vehicles or effects while on **your** premises.

Road Traffic Act exclusion

We will not cover legal liability arising out of the ownership, possession or use by **you** or on **your** behalf or use by any of the **additional persons insured** of any motor vehicle, trailer or mobile plant in circumstances where compulsory insurance or security is required by Road Traffic Legislation.

Section five: Employers' liability

Your **schedule** will show **you** if this section is covered.

Meanings of defined terms

In addition to the terms defined under the General meanings of defined terms, there are some defined terms that may only appear in this section or are defined differently in this section and the meanings shown here apply to this section only.

Additional persons insured

- a) the personal representative of any deceased person entitled to the cover provided by this section but only in respect of liability incurred by the deceased person
- b) any principal for whom **you** are completing a contract for the performance of work, to the extent required by the contract conditions
- c) any director or **employee**
- d) any officer or member whilst undertaking their duties in connection with **your**:
 - i. canteen, sports, social, educational or welfare organisations
 - ii. fire, security, first aid, medical or ambulance services
- f) any director or officer of **yours** for whom private work is undertaken by any **employee**, with **your** prior consent.

Claim costs

Costs and expenses in connection with a claim for which an award for damages is paid or may be payable under this section and incurred with **our** prior written consent, to investigate or defend a claim against **you** or any of the **additional persons insured** and this will include solicitors' fees at:

- c) any coroner's inquest or fatal accident inquiry
- d) summary court proceedings.

Contractual liability

Legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery, or increase **your** legal liability beyond that applicable in the absence of those terms.

Manslaughter costs

Costs and expenses of legal representation in connection with any criminal inquiry into, or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety legislation, enacted within the **territorial limits**.

What is covered

We will cover **you** against all sums that **you** or any of the **additional persons insured** become legally liable to pay in respect of **bodily injury** to any **employee** occurring within the **territorial limits** during the **period of insurance** in connection with the **business**.

We will pay:

- a) up to **limit of indemnity** A or B as shown in the **schedule** for any one claim or any series of claims by one or more **employee** arising from one occurrence during the **period of insurance**; and
- b) **claim costs** within the same **limit of indemnity**;

except as otherwise stated in Section five: Employers' liability extensions to cover.

Limit of indemnity A will apply to any one occurrence (except in respect of any occurrence caused by or originating from **terrorism**).

Limit of indemnity B will apply to any occurrence caused by or originating from **terrorism**.

Section five: Employers' liability extensions to cover

Subject to the terms of Section five: Employers' liability and the other applicable **policy** terms, the following extensions are automatically included under Section five: Employers' liability. **Your schedule** will show **you** if the cover under Section five: Employers' liability applies.

Compensation for court attendance cover

In the event of **you**, any partner, director or **employee** attending court as a witness at **our** request, in connection with a claim for which an award of damages is paid or may be payable under this section, **we** will pay compensation at the rate of £250 per person, per day, for each day that attendance is required at court.

Manslaughter costs cover

We will pay for **manslaughter costs** as a result of any death occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** or any of the **additional persons insured** for damages covered by this section.

You must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or withdrawn, **we** will have no further liability other than for costs and expenses of legal representation incurred before the date of the claim payment.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation, if in the opinion of Counsel (appointed by mutual consent), an appeal is likely to succeed and the total amount of damages and claimants' costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you** in connection with the proceedings.

The most **we** will pay for **manslaughter costs**, during any one **period of insurance**, is £1,000,000.

We will not cover:

- fines, penalties or awards of compensation imposed by a criminal court
- costs and expenses of implementing any remedial order or publicity order
- costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
- costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
- costs and expenses insured by any other policy
- costs and expenses of any investigation or prosecution brought other than under the laws of the **territorial limits**.

Safety legislation defence cover

We will pay for **safety legislation costs**, as a result of any **bodily injury** occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** or any of the **additional persons insured**, for damages covered by this section.

You must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or withdrawn **we** will have no further liability other than for costs and expenses of legal representation incurred before the date of the claim payment.

If at any time a claim for damages remains unsettled and you wish to appeal against conviction, we will agree to costs and expenses of legal representation, if in the opinion of Counsel (appointed by mutual consent), an appeal is likely to succeed and the total amount of damage and claimants' costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you** in connection with the proceedings.

The most **we** will pay for **safety legislation costs**, during any one **period of insurance**, is £1,000,000.

We will not cover:

1. fines, penalties or awards of compensation imposed by a criminal court
2. costs and expenses of an appeal against improvement or prohibition notices
3. costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than safety **legislation costs** already incurred
4. costs and expenses insured by any other policy
5. costs and expenses of any investigation or prosecution brought other than under the laws of the **territorial limits**.

Unsatisfied court judgements cover

We will, at **your** request, pay to any **employee** or their legal personal representatives, the amount of any judgement for damages and any costs awarded that remain unsatisfied, resulting from **bodily injury** to the **employee** caused during the

period of insurance and arising out of and in the course of employment by **you** in connection with the **business**, provided that:

1. the judgement for damages is:
 - a) obtained in a court of law within the **territorial limits**
 - b) obtained against a party registered or resident within the **territorial limits**
 - c) not obtained against **you**
2. there is no appeal outstanding.

If any payment is made under the terms of this cover, the **employee** or their legal personal representatives must assign the judgement to **us**.

Conditions applicable to Section five: Employers' liability

In addition to the general conditions set out under the General conditions section of this **policy**, conditions specific to Section five: Employers' liability also apply and are set out immediately below.

You must comply with the terms of this **policy**. Failure to comply with the terms of this **policy** may affect **your** right to recover a claim or claims under this **policy**.

Other insurance condition

If, at the time of the claim, there is any other insurance policy covering the same legal liability, **we** will only be responsible for **our** proportionate share.

Right of recovery condition

This insurance is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **employees** in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, but **you** must repay to **us** all sums paid by **us** that **we** would not have been liable to pay but for the provision of such law.

Employers' Liability Tracing Office Notice

Information relating to **your** insurance **policy** including, the **policy** number(s), employers' names and addresses (including disclosed subsidiaries and any relevant changes of name), coverage dates, employers' reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office (ELTO) and added to an electronic database.

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis. The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance **policy**, **you** will be deemed to specifically consent to the use of **your** insurance **policy** data in this way and for these purposes.

Exclusion applicable to Section five: Employers' liability

Road Traffic Act exclusion

We will not cover any legal liability for **bodily injury** to any **employee** in circumstances where it is necessary to arrange compulsory motor insurance or security under any Road Traffic legislation.

Section six: Terrorism

Your **schedule** will show **you** if this section is covered.

Meanings of defined terms

In addition to the terms defined under the General meanings of defined terms, there are some defined terms that may only appear in this section or are defined differently in this section and the meanings shown here apply to this section only.

Denial of service attack

Any actions or instructions constructed or generated with the ability to **damage**, interfere with or otherwise affect the availability of networks, network services, and 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.

Private individual

Any person other than a:

1. company, association or partnership
2. trustee or body of trustees where insurance is arranged under the terms of a trust
3. person who owns **residential property** for the purpose of a business as a sole trader
4. person who owns **residential property** of which in excess of 20% is commercially occupied;

where:

- a)
 - i. the **residential property** is occupied by a trustee or a sole trader as a private residence and
 - ii. the property is not a block of flats;

each will be deemed to be a private individual in respect of that same property.

- b) two or more persons have arranged insurance on **residential property** in
 - i. their several names, and/or
 - ii. **your** name includes the name of a bank building society or other financial institution for the purpose of noting their interest in the property insured;

such persons will be deemed to be a private individual in respect of that property.

Residential property

1. private dwelling houses and flats
2. household goods and personal effects.

What is covered

We will extend the cover provided under the following sections, where **your schedule** shows these as covered, to include **damage** caused **by terrorism**.

1. Section one: **Buildings**
2. Section two: **Rental income**

Our liability for all losses from any one event and in total in any one **period of insurance** will not exceed the **limit of indemnity** or any specific inner limit shown in the **policy** covers.

Conditions applicable to Section six: Terrorism

In addition to the general conditions set out under the General conditions section of this **policy**, conditions specific to Section six: **Terrorism** also apply and are set out immediately below.

You must comply with the terms of this **policy**. Failure to comply with the terms of this **policy** may affect **your** right to recover a claim or claims under this **policy**.

Proof of cover

In any action or other proceedings where **we** state that any loss, **damage**, costs or expense is not covered by this section, it will be **your** responsibility to prove that they are covered.

Exclusions applicable to Section six: **Terrorism**

Electronic risks exclusion

We will not cover any losses caused by or resulting from **damage** to any computer or other equipment, component, system or item which processes, stores, transmits or retrieves data or any part of it, whether tangible or intangible (including any information, programs or software) and whether **your** property or not where **damage** is caused by **virus or similar mechanism, hacking or denial of service attack**.

Excluded property exclusion

We will not cover **you** for any losses caused by or resulting from **damage**:

1. **residential property** insured in the name of a **private individual**
2. to any **building** located outside the **territorial limits**
3. to any nuclear installation or nuclear reactor
4. by riot or civil commotion
5. to any property which is specifically excluded elsewhere in this **policy**.

Section seven: Legal expenses

Your schedule will show if this section is covered.

Meanings of defined terms

In addition to the terms defined under the General meanings of defined terms, there are some defined terms that may only appear in this section or are defined differently in this section and the meanings shown here apply to this section only.

Appointed representative

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

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.

DAS Standard Terms of Appointment

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

Date of occurrence

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

Employer compliance dispute

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

Insured person

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

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 recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **We**, or a **preferred law firm** or **tax consultancy** on **our** behalf, will assess whether there are reasonable prospects.
- (b) For criminal cases there is no requirement for there to be prospects of a successful outcome, however for appeals the prospects must be at least 51%.

Tax enquiry

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

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

Territorial limits

- (i) For insured incidents Legal defence (excluding Property legal defence) and Personal injury:
The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
- (ii) For insured incidents Legal defence Property legal defence and Eviction of squatters:
The United Kingdom of Great Britain and Northern Ireland

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

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.

What is covered

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

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

What **we** will pay

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

- 1) the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000
- 2) the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm** or **tax consultancy**. The amount **we** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
- 3) in respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
- 4) for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this **policy**, **we** must agree that **reasonable prospects** exist
- 5) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award, and
- 6) in respect of Legal defence - Jury service and court attendance, the maximum **we** will pay is the **insured person's** net salary or wages for the time that the **insured person** is absent from work less any amount **you**, the court or tribunal pays.

What **we** will not pay

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

Insured Incidents

Employment disputes

What is covered

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

- (a) before the issue of legal proceedings in a court or tribunal:
 - (i) following the dismissal of an **employee**; or
 - (ii) where an **employee** or ex-**employee** has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure; or

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

What is not covered

A claim relating to the following:

- 1) unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this **policy**:
 - (a) any dispute where the originating cause of action arises within the first 90 days of the commencement of this section of the **policy**;
 - (b) any dispute with an **employee** who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of this section of the **policy** if the **date of occurrence** was within the first 180 days of the commencement of this section of the **policy**;
 - (c) any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the commencement of this section of the **policy**
- 2) damages for personal injury or loss of or **damage** to property
- 3) Transfer of Undertakings Regulations (TUPE) or the Transfer of Employment (Pension Protection) Regulations
- 4) employment compensation awards.

Legal defence

Employee civil legal defence

What is covered

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; or
- (b) as trustee of a pension fund set up for the benefit of **your employees**.

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

Data protection and Information Commissioner registration

What is covered

We will pay **costs and expenses** to defend the **insured person's** legal rights:

- (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 provided **you** were registered with the Information Commissioner at the time of the insured incident.
- (b) In an appeal against the refusal of the Information Commissioner to register **your** application for registration.

Provided that **you** request **us** to provide cover for the **insured person**.

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

Jury service and court attendance

What is covered

In respect of an **insured person's** absence from work:

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

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

Provided that **you** request **us** to provide cover for the **insured person**.

Property legal defence

What is covered

We will pay costs and expenses to:

- a) defend **your** legal rights if an event arising from letting **your building** leads to **you** being prosecuted in a criminal court;
- b) defend an appeal against **your** decision not to adapt **your building** following a request under:
 - (i) The Disability Discrimination Act 1995 as amended by the DDA 2005;
 - (ii) The Housing (Scotland) Act 2006;
 - (iii) The Disability Discrimination (NI) Order 1995 as amended by the DD (NI) Order 2006;or any future amending legislation.

Provided that for (b) **you** have first tried to resolve the dispute using the free conciliation service of the Equality and Human Rights Commission or the Equality Commission (NI).

Statutory licence appeal

What is covered

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

What is not covered

A claim relating to the following:

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

Personal injury

What is covered

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

What is not covered

A claim relating to the following:

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

Tenancy disputes

What is covered

We will pay costs and expenses in respect of a dispute between **you** and **your** landlord or tenant relating to the **building** leased or rented by or to **you**.

What is not covered

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

Contract disputes

What is covered

We will pay costs and expenses 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** must pay the first £500 of any claim. If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn
- (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 the **policy** is made within 90 days of the money becoming due and payable.

What is not covered

A claim relating to the following:

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

Tax protection

What is covered

We will pay **costs and expenses** for an **appointed representative** following:

- 1) A **tax enquiry**
- 2) An **employer compliance dispute**
- 3) A **VAT dispute**

Provided that:

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

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

What is not covered

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

Debt recovery

What is covered

We will pay **costs and expenses** 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.

What is not covered

A claim relating to the following:

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

Property protection

What is covered

We will pay **costs and expenses** in a civil dispute relating to material property which is owned by **you**, or is **your** responsibility following:

- 1) any event which causes physical **damage** to such material property. If this **damage** relates to property that you let out, the amount in dispute must be more than £1,000; or
- 2) a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it); or
- 3) a trespass.

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

What is not covered

A claim relating to the following:

- 1) a contract **you** have entered into (please refer to insured incident Contract disputes)
- 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** and/or unless the property damage is at **buildings** that **you** let out
- 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**.

Eviction of squatters

What is covered

We will pay **costs and expenses** to pursue **your** legal rights to evict anyone who is not **your** tenant or ex-tenant from **your building** and who has not got **your** permission to be there.

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

Section exclusions

The following exclusions apply to section seven of **your** insurance.

We will not pay for the following:

- 1 Any claim reported to **us** more than 180 days after the date the **insured person** should have known about the insured incident.
- 2 **Costs and expenses** incurred before **our** written acceptance of a claim.
- 3 Any disagreement with **your** tenant when the **date of occurrence** is within the first 90 days of the first **period of insurance** and the tenancy agreement started before the start date of cover under this section.
- 4 Any claim relating to registering rents, reviewing rents, rent control, buying the freehold of **your building** or any matter that relates to rent tribunals, rate tribunals, land tribunals, rent assessment committees and rent officers.
- 5 Any claim relating to someone legally taking **your building** from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your building** by any government or public or local authority unless the claim is for accidental physical damage caused by any of the above.
- 6 Any claim relating to subsidence, mining or quarrying.
- 7 **Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
- 8 Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority, other than compensation awards covered under insured incident Legal defence.
- 9 A dispute with **us** not otherwise dealt with under section condition 8.
- 10 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**.
- 11 Any insured incident deliberately or intentionally caused by an **insured person**.
- 12 Any claim relating to written or verbal remarks that damage the **insured person's** reputation.
- 13 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.
- 14 Any claim where an **insured person** is not represented by a law firm, barrister or tax expert.
- 15 Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- 16 Any claim relating to rights under a franchise or agency agreement entered into by **you**.
- 17 Any claim relating to a shareholding or partnership share in the **business** shown in the **policy schedule**
- 18 Any claim where either at the start of, or during the course of a claim:
 - a) **you** are declared bankrupt
 - b) **you** have filed a bankruptcy petition
 - c) **you** have filed a winding-up petition
 - d) **you** have made an arrangement with **your** creditors
 - e) **you** have entered into a deed of arrangement
 - f) **you** are in liquidation
 - g) part or all of **your** affairs or property are in the care or control of a receiver or administrator.
- 19 Any claim caused by, contributed to by or arising from:
 - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined by the Terrorism Act 2000;
 - d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

Section conditions

The following conditions apply to section seven of **your** insurance.

- 1 (a) On receiving a claim, if representation is necessary, **we** will appoint a **preferred law firm** or **tax consultancy** as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.

(b) If the appointed **preferred law firm** or **tax consultancy** cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm or tax expert to act as the **appointed representative**. **We** will choose the **appointed representative** to represent **you** in any proceedings where **we** are liable to pay a compensation award.

(c) If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm** or **tax consultancy**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm** or **tax consultancy**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This amount may vary from time to time.

(d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.
- 2 An **insured person** must:
 - (a) co-operate fully with **us** and the **appointed representative**;
 - (b) give the **appointed representative** any instructions that **we** ask **you** to.
- 3 (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.
- 4 (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 to **us** any amounts that are recovered.
- 5 If the **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses the **appointed representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed representative**.
- 6 (a) If an **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim any **costs and expenses** already paid by **us**.

(b) If during the course of a claim **reasonable prospects** no longer exist the cover **we** provide will end at once. **We** will pay any **costs and expenses** **we** have agreed to, up to the date cover was withdrawn.
- 7 **We** may require **you** to get, at **your** own expense, an opinion from an expert, that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.
- 8 If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure and **you** are a small business, **you** can contact the Financial Ombudsman Service for help. Details available from www.financial-ombudsman.org.uk. Alternatively there is a separate arbitration process (this

applies to all sizes of business). The arbitrator will be a barrister chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.

9 An **insured person** must:

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

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

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

Where the above circumstances apply, as part of **our** fraud prevention measures **we** will, at **our** discretion, also share information with other parties such as the police, government bodies and anti-fraud organisations.

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

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

13 This section of the **policy** is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **your business** is registered. Otherwise the law of England and Wales applies. All Acts of Parliament mentioned in this section of the **policy** include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

Claims procedure

Helping you with your legal problems

If **you** wish to speak to **our** legal teams about a legal problem, please phone **us** on 0344 893 5726. **We** will ask **you** about **your** legal issue and if necessary call **you** 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 section of the **policy**, phone **us** on 0344 893 5726 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 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.

Data protection

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

To do so, **we** may need to send **your** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers or members of the DAS UK Group. 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. **We** will not disclose **your** personal data to any other person or organisation unless **we** are required to by **our** legal and regulatory obligations, or for the prevention and detection of crime, including fraud and financial sanctions. To prevent and detect crime **we** may use and share **your** data with other organisations and public bodies, including the police and anti-fraud organisations.

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 **DAS's** Head Office address.

Section eight: Rent guarantee

Your **schedule** will show if this section is covered.

Meanings of defined terms

In addition to the terms defined under the General meanings of defined terms, there are some defined terms that may only appear in this section or are defined differently in this section and the meanings shown here apply to this section only.

Appointed lawyer

The lawyer, or other suitably qualified person, whom **we** appoint to act for **you** in accordance with the terms of this section of the **policy**.

Costs and expenses

- (a) **Legal costs:** All reasonable and necessary costs charged by the **appointed lawyer** on a standard basis
- (b) **Opponents' costs:** The costs incurred by opponents in civil cases if **you** have to pay them, or pay them with **our** agreement.

Date of occurrence

- (a) For civil cases: The date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, then the **date of occurrence** is the date of the first of these events
- (b) For criminal cases: The **date of occurrence** is when **you** began or are alleged to have begun to break the criminal law in question.

Hotel expenses

Up to £150 per day to cover the cost of your accommodation for a maximum of 30 days while you are seeking possession of your property.

Rent arrears

Unpaid rent that:

- is owed to **you** under a tenancy agreement, or
- would have been owed to **you** but for the breach of a tenancy agreement to let **your building**: where **we** have accepted **your** claim under insured incident Repossession.

Storage costs

£10 per day to store **your** personal possessions for a maximum of four weeks after the termination of **your** tenancy agreement while **you** are unable to reoccupy **your building**.

Territorial limits

The United Kingdom of Great Britain and Northern Ireland.

What is covered

We agree to provide the insurance described in this section, as long as:

- (a) the **date of occurrence** of the insured incident is during the **period of insurance**; and
- (b) any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limits**; and
- (c) for civil claims, it is always more likely than not that **you** will recover damages (or obtain any other legal remedy which **we** have agreed to).

What **we** will pay

For an insured incident under this section of the **policy**, **we** will pay **your**:

- hotel expenses;
- **legal costs**, including **legal costs** to make or defend an appeal provided that:
 - (a) **you** tell **us** within the time limits allowed that **you** want **us** to appeal; and
 - (b) **we** agree that it is always more likely than not that the appeal will be successful;
- **opponents' costs**;
- **rent arrears**, payable by **us** 30 days in arrears as shown under insured incident Rent arrears
- **storage costs**.

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 £100,000.

Insured incidents

Repossession

What is covered

We will pay **costs and expenses** to negotiate for the following:

(a) England, Wales and Scotland

Your legal rights in trying to get possession of **your building** that **you** have let under:

- an assured shorthold tenancy;
- a short assured tenancy; or
- an assured tenancy.

These are all defined by the Housing Act 1988 or the Housing (Scotland) Act 1988.

Your legal rights in trying to get possession of **your building** if **you** have let **your building** to a limited company or partnership and **your building** has been let for people to live in.

Your legal rights in trying to get possession of **your building** if **you** have let **your building** and **you** live in **your building** as the landlord.

(b) Northern Ireland

Your legal rights in trying to get possession of **your building** that **you** have let to which The Private Tenancies Order 2006 applies.

Conditions:

(i) For both (a) and (b) **you** must give the tenant the correct notices telling him or her that **you** want possession of **your building**.

(ii) All posted pre-agent notices and pre-proceeding notices must be sent by recorded-delivery post.

Property damage

What is covered

We will pay **costs and expenses** to negotiate for **your** legal rights after an event which causes physical damage to **your building**.

The amount in dispute must be more than £500.

Eviction of squatters

What is covered

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

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

Rent recovery

What is covered

We will pay **costs and expenses** to negotiate for **your** legal rights to recover rent owed by **your** tenant for **your building** if it has been overdue for at least one calendar month.

Conditions:

(i) If **you** accept payment (or part payment) of **rent arrears** from the tenant of **your building**, **you** must be able to provide proof that **you** have warned the tenant that it does not prevent **you** taking further action against them under this section of the **policy**.

(ii) Where the tenant is a limited company, **you** must first seek advice from the **appointed lawyer** before accepting payment of **rent arrears**.

Rent arrears

What is covered

(a) **We** will pay **your rent arrears** while **your** tenant or ex-tenant still occupies **your building**.

(b) If after vacant possession **your building** needs damage repaired to enable **you** to re-let it, **we** will pay 50% of **your rent arrears** for a maximum of three months or until **your building** is re-let, whichever happens first.

Provided that in both (a) and (b) **you** have:

- (i) obtained a satisfactory reference* for each tenant and each guarantor from a licensed referencing service before the tenancy started; and
 - (ii) a detailed inventory of the contents and condition of **your building** (with supporting photographs) which the tenant has signed; and
 - (iii) kept clear and up to date rental records;
- and provided that **we** have accepted **your** claim under insured incident Repossession

* The reference must include: written references from a previous managing agent or landlord; an employer (or any other financial source); and a credit-history check (including the Enforcement of Judgments Office, County Court Judgments and bankruptcy).

The most **we** will pay is six monthly payments up to £1,500 per month up to a maximum of £9,000 from one or more insured incidents occurring at the same time, in the same place or from the same originating cause.

What is not covered

Rent arrears once **your building** is re-let.

Legal defence

What is covered

We will pay **costs and expenses** to:

- (a) defend **your** legal rights if an event arising from letting **your building** leads to **you** being prosecuted in a criminal court;
- (b) defend an appeal against **your** decision not to adapt **your building** following a request under:
 - (i) The Disability Discrimination Act 1995 as amended by the DDA 2005;
 - (ii) The Housing (Scotland) Act 2006;
 - (iii) The Disability Discrimination (NI) Order 1995 as amended by the DD (NI) Order 2006;or any future amending legislation.

Provided that for (b) **you** have first tried to resolve the dispute using the free conciliation service of the Equality and Human Rights Commission or the Equality Commission (NI).

Section exclusions

The following exclusions apply to section eight of **your** insurance.

We will not pay for the following:

- 1 Any claim reported to **us** more than 90 days after the date **you** should have known about the insured incident.
- 2 Any **costs and expenses**, **hotel expenses** or **storage costs** that are incurred before **we** agree to pay them.
- 3 Any disagreement with **your** tenant when the **date of occurrence** is within the first 90 days of the first **period of insurance** and the tenancy agreement started before the start date of cover under this section.
- 4 Any claim relating to registering rents, reviewing rents, rent control, buying the freehold of **your building** or any matter that relates to rent tribunals, rates tribunals, land tribunals, rent assessment committees and rent officers.
- 5 Any claim relating to someone legally taking **your building** from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your building** by any government or public or local authority unless the claim is for accidental physical damage caused by any of the above.
- 6 Any claim relating to subsidence, mining or quarrying.
- 7 Judicial Review.
- 8 Fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority.

- 9 Any claim caused by, contributed to by or arising from:
- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000;
 - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 10 A dispute with **us** not otherwise dealt with under section condition 7.
- 11 Any legal action **you** take which **we** or the **appointed lawyer** have not agreed to or where **you** do anything that hinders **us** or the **appointed lawyer**.
- 12 Apart from **us**, **you** are the only person who may enforce all or any part of this section of the **policy** 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 of the **policy** in relation to any third-party rights or interest.
- 13 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.
- 14 Any claim where **you** are not represented by a law firm, barrister or tax expert.

Section conditions

The following conditions apply to section eight of **your** insurance.

- 1 You must:
- (a) keep to the terms and conditions of this **policy**;
 - (b) try to prevent anything happening that may cause a claim;
 - (c) take reasonable steps to keep any amount **we** have to pay as low as possible;
 - (d) send everything **we** ask for, in writing;
 - (e) give **us** full and truthful details of any claim as soon as possible and give **us** any information **we** need.
- 2 (a) **We** can take over and conduct, in **your** name, any claim or legal proceedings at any time. **We** can negotiate any claim on **your** behalf.
- (b) **You** are free to choose an **appointed lawyer** (by sending **us** a suitably qualified person's name and address) if:
- (i) **we** agree to start legal proceedings and it becomes necessary for a lawyer to represent **your** interests in those proceedings; or
 - (ii) there is a conflict of interest.
- (c) In all circumstances except those in 2(b) above, **we** are free to choose an **appointed lawyer**.
- (d) The **appointed lawyer** will be appointed by **us** to represent **you** according to **our** standard terms of appointment, which may include a 'no-win, no-fee' agreement. The **appointed lawyer** must co-operate fully with **us** at all times.
- (e) **We** will have direct contact with the **appointed lawyer**.
- (f) **You** must co-operate fully with **us** and with the **appointed lawyer** and must keep **us** up to date with the progress of the claim.
- (g) **You** must give the **appointed lawyer** any instructions that **we** ask for.
- 3
- (a) **You** must tell **us** if anyone offers to settle a claim.
 - (b) If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further **legal costs**.
 - (c) **We** may decide to pay **you** the losses **you** are claiming instead of starting or continuing legal proceedings.
- 4
- (a) **You** must tell the **appointed lawyer** to have **legal costs** taxed, assessed or audited, if **we** ask for this.
 - (b) **You** must take every step to recover **legal costs** that **we** have to pay and must pay **us** any **legal costs** that are recovered.
- 5 If an **appointed lawyer** refuses to continue acting for **you** with good reason, or if **you** dismiss an **appointed lawyer** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed lawyer**.
- 6 If **you** settle a claim or withdraw it without **our** agreement or do not give suitable instructions to an **appointed lawyer**, the cover **we** provide will end at once and **we** will be entitled to reclaim from **you costs and expenses we** have paid.
- 7 If there is a disagreement about the way **we** handle a claim that is not resolved through **our** internal complaints procedure, **you** can contact the Financial Ombudsman Service for help.

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

Where the above circumstances apply, as part of our fraud prevention measures we will, at our discretion, also share information with other parties such as the police, government bodies and anti-fraud organisations.

- 9** We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section of the **policy** did not exist.

- 10** This section of the **policy** will be governed by English law.

Claims procedure

Making a claim

To make a claim under this section of the **policy**, please phone us on 0344 893 6913. We will ask you about your legal dispute and if necessary call you back at an agreed time to give you legal advice. If your dispute needs to be dealt with as a claim under this **policy**, we will give you a claim reference number. At this point we will not be able to tell you whether you are covered but we will pass the information you have given us to our claims-handling teams and explain what to do next.

If you prefer to report your claim in writing, you can send it to our Claims Department at the following address: Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH

You may prefer to email your claim to us at newclaims@das.co.uk

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

Data protection

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

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In doing this, we will comply with the Data Protection Act 1998. We will not disclose your personal data to any other person or organisation unless we are required to by our legal and regulatory obligations, or for the prevention and detection of crime, including fraud and financial sanctions. To prevent and detect crime we may use and share your data with other organisations and public bodies, including the police and anti-fraud organisations.

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