



# Surgeries Policy



## Useful Information

### How to make a claim

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

Please have Your policy number to hand when calling.

### Glass Replacement Service

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

### Risk Management Services

To activate your Added Value Service, visit [www.towergate.co.uk/addedvalue](http://www.towergate.co.uk/addedvalue) and follow the login instructions provided. Alternatively you can email us with your policy number: [addedvalue@towergate.co.uk](mailto:addedvalue@towergate.co.uk) or call us on 0344 892 0968.

- Health and Safety Management
- Human Resources
- Business Law
- Business continuity
- Stress and counselling helpline, telephone 0344 893 9012
- Legal and tax helpline, telephone 0330 100 9616

# Contents

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

	Page
<b>Risk Management Services</b>	<b>3</b>
<b>Policy Information</b>	<b>4</b>
How We Use Personal Information	4
<b>Policy Introduction</b>	<b>5</b>
Your Obligations under the Policy	5
<b>Choice of Law</b>	<b>6</b>
<b>Policy Definitions</b>	<b>7</b>
<b>Asset Protection Insurance</b>	<b>10</b>
Property Damage Section	10
Money and Assault Section	18
Employee Dishonesty Section	21
Computer Breakdown Section	23
<b>Revenue Protection Insurance</b>	<b>25</b>
Business Interruption Section	25
<b>Legal Liabilities Insurance</b>	<b>29</b>
Employers' Liability Section	29
Public and Products Liability Section	31
<b>Terrorism Insurance Section</b>	<b>35</b>
<b>Legal Expenses Insurance Section</b>	<b>38</b>
<b>Policy Exceptions</b>	<b>47</b>
<b>Conditions Precedent</b>	<b>50</b>
<b>Policy Conditions</b>	<b>52</b>
<b>Complaints and Compensation</b>	<b>56</b>

# Risk Management Services

As well as insurance cover, Towergate Underwriting believes in helping their clients to find practical solutions for the risks they face. That's why we are providing our risk management service, Added Value, with this product, which could save you money and also help reduce the likelihood of future claims.

Added Value service includes a library of information, template documents and self assessments on the following subjects:

- Health & Safety Management
- Human Resources
- Business Law

To activate your Added Value Service, visit [www.towergate.co.uk/addedvalue](http://www.towergate.co.uk/addedvalue) and follow the login instructions provided. Alternatively you can email us with your policy number: [addedvalue@towergate.co.uk](mailto:addedvalue@towergate.co.uk) or call us on 0344 892 0968.

Read on for more information about Added Value

## Towergate Health and Safety Click

Towergate Health & Safety Click is a simple to use, online system to help business professionals in the management and control of Health & Safety, Human Resource, Business Continuity and Driving at Work. This service provides access to a comprehensive library of specimen documents, templates and self assessments, including an 'ask the expert' helpline service.

As a business owner you will be able to:

- Ensure your business is up to date and compliant with current industry specific legislation to protect you and your employees
- Build a health & safety portfolio for your company and individual staff members
- Keep an account of all your employee details from training to contracts on a secure online site.

## Towergate E-learning

This is a web-based, health and safety training system that enables both large and small companies to fulfil their safety training requirements online with greater ease. This diverse system can be accessed securely at any time by your chosen employees as well as your administrator who has full control over the running of your account online.

A training session and assessment can be undertaken in a variety of modules, including:

Workplace Accident Reporting; Asbestos Management; Slips, Trips and Falls; Managing First Aid in the Workplace; Manual Handling; Workplace Health and Safety Management; Workplace Risk Assessment; Workplace Fire Safety.

Each training session lasts between 25 – 30 minutes and includes multiple choice self test at the end of each training module. The answers to these questions are recorded and a notification of results is then sent to the administrator. A training certificate is also available to print out which includes the test result.

## Towergate Business Law

Towergate Business Law is the gateway to DAS businesslaw which is an online library of legislation, regulation and case law. In addition to providing a range of interactive document builders, the site contains more than 700 business guides covering areas such as Finance, Sales & Marketing, Employment, Legal, Government, Technology and Investors in People.

As a business owner you will be able to:

- Access an online legal library – including business guides, document builders, letters and articles
- Obtain Legal advice through the Business Law helpline
- Access to stress counselling helpline manned 24/7 by professional counsellors – fully confidential and available to policyholders, employees and family members

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

For more information visit [www.towergate.co.uk/addedvalue](http://www.towergate.co.uk/addedvalue)

If you wish to register for this service you can contact us via [addedvalue@towergate.co.uk](mailto:addedvalue@towergate.co.uk) or call us on 0344 892 0968. Please ensure that you have your policy number to hand.

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# Policy Information

(not forming part of your policy)

Thank you for choosing Towergate Underwriting to arrange this insurance.

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

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

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

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

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

## How We Use Personal Information

We hold personal information in accordance with the Data Protection Act 1998. The information supplied to Us by You may be used to:

- Provide You with a quotation, deal with the associated administration of Your policy and to handle claims;
- Search credit references, credit scoring and fraud agencies who may keep a record of the search;
- Share with those companies who are underwriting Your policy, other insurance organisations to administer Your policy, to help offset risk, for statistical analysis, to handle claims and prevent fraud;
- Support the development of Our business by including Your details in customer surveys, for market research and business reviews which may be carried out by third parties acting on Our behalf.

We may need to collect and process data relating to individuals who may benefit from the policy ("Insured Persons"), which under the Data Protection Act is defined as sensitive (such as medical history of Insured Persons) for the purpose of evaluating the risk and/or administering claims which may occur. You must ensure that You have explicit verbal or written consent from the Insured Person to such information being processed by Us and that this fact is made known to the Insured Person.

If Your policy provides Employers Liability cover information relating to Your insurance policy will be provided to the Employers Liability Tracing Office (ELTO) and added to an electronic database (The "Database") in a format set out by the Employer's Liability Insurance; Disclosures by Insurers Instrument 2010.

The Database assists individual claimants who have suffered an employment related injury or disease arising out of the course of their employment in the UK whilst working for employers carrying on, or carried on, business in the UK and as a result are covered by the employers' liability insurance of their employers (the "Claimants"):

- To identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- To identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO and further information can be found on the ELTO website [www.elto.org.uk](http://www.elto.org.uk)

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.

Under the Data Protection Act 1998 individuals are entitled to request a copy of all the personal information We hold about them. Please contact Us at Towergate Underwriting, The Octagon, Middleborough, Colchester, Essex, CO1 1TG.

We can only discuss the details given with You. If You would like anyone else to act on Your behalf please let Us know. Your details will not be kept longer than is necessary.

Telephone calls may be recorded for Our mutual protection, training and monitoring purposes.

By applying for and/or entering into this insurance policy You will be deemed to consent to the use of Your data and Your insurance policy data in this way and for these purposes and that Your directors, officers, partners and Employees have consented to our using their details in this way.

# Policy Introduction

Your policy is a contract between Us, the insurers, and You, the Policyholder.

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



**Adrian Brown**  
**Chief Executive Officer**  
**Towergate Underwriting**  
**On behalf of the Insurer(s)**

## Important

This policy is a legal contract between You and Us and designed to be as easy to understand as possible. You must make a fair presentation of the risk to Us at inception, renewal and alteration of the policy.

Your proposal, the Schedule, Your policy and any Endorsements shall be considered as one legal document. It is important that You read all Your documents carefully and let Your insurance broker or adviser know immediately if the insurance does not meet Your requirements or if any information is inaccurate or incomplete. If any changes are required, this may result in changes to the terms and conditions of the policy, or a refusal to provide cover.

We are keen to work in partnership with You and avoid any misunderstandings.

## Your Obligations under the Policy

The policy imposes certain obligations upon You which if not complied with may invalidate this insurance or a claim.

Some of these obligations are expressed to be Policy Condition or Conditions Precedent. These are extremely important. If You are in breach of any of these obligations at the time of a loss, We will have no obligation to indemnify You in relation to any claim for that loss. However if a Policy Condition or Conditions Precedent is intended to reduce the risk of a loss of a particular kind, at a particular location or at a particular time, We will not rely on the breach of that Policy Condition or Conditions Precedent to exclude, limit or discharge Our liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

## Steps to be taken if You cannot comply

If You are unable to comply with any Policy Condition or Conditions Precedent You should contact Us as soon as reasonably possible through Your insurance broker or adviser. We will decide whether We might be prepared to agree a variation in the policy. **All Policy Conditions or Conditions Precedent remain effective unless You receive written confirmation of a variation from Us through Your insurance broker or adviser.**

You should keep a written record (including copies of letters) of any information You give Us, or Your insurance broker or adviser, at inception, renewal or making alteration to this policy.

Towergate Underwriting  
The Octagon  
Middleborough  
Colchester  
Essex CO1 1TG

# Choice of Law

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

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

# Policy Definitions

(not applicable to the Legal Expenses Insurance Section)

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

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

## Building or Buildings

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

## Computer and Electronic Equipment

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

## Condition Precedent

Any term expressed as Condition Precedent is extremely important. If You are in breach of any of these obligations at the time of a loss, We will have no obligation to indemnify You in relation to any claim for that loss. However if a Condition Precedent is intended to reduce the risk of a loss of a particular kind, at a particular location or at a particular time, We will not rely on the breach of that Condition Precedent to exclude, limit or discharge Our liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

## Cyber Vandal

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

## Data

All information which is

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

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

## Data Storage Materials

Any materials or devices used for the storage or

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

## Denial of Service Attack

(not applicable to the Terrorism Insurance Section)

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

## Employee

Any person who is

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

while working under Your control in connection with The Practice

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

## Endorsement or Endorsements

An alteration to the terms of the policy.

## Excess or Excesses

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

## Failure

Any partial or complete reduction in the

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

# Policy Definitions

## General Stock

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

## Loss of Data

(not applicable to the Computer Breakdown Section)

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

## Malicious Contingency

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

## Money

Current

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

## Other Contents

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

## Period of Insurance

(not applicable to the Legal Expenses Insurance Section)

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

## Property Insured

Property Insured as detailed in the Schedule.

## Schedule

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

## Tenants Improvements

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

## The Practice

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

## The Premises

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

## Unoccupied

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

## Virus or Similar Mechanism

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

## We or Us or Our

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

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

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

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

Financial Services Register number 121849.

### (2) Legal Expenses Section

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

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](http://www.das.co.uk)

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

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

# Policy Definitions

**You or Your or Policyholder**

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

# Asset Protection Insurance

## Property Damage Section

### Definitions

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

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

### Damage

Accidental loss, destruction or damage.

Defined Contingency

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

### Property Damage Excess

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

### Cover

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

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

### Exceptions

We will not indemnify You in respect of

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

- (c) frost or change in the water table level
- (d) faulty design of the Property Insured or faulty materials used in its construction
- (e) faulty workmanship, operating error or omission by You or any Employee
- (f) the bursting of
  - (i) a boiler
  - (ii) other equipmentwhere the internal pressure is due to steam only and belongs to You or is under Your control.

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

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

However, We will indemnify You in respect of

- (i) Damage not otherwise excluded which itself results from a Defined Contingency or any other accidental cause
  - (ii) any subsequent Damage which itself results from a cause not otherwise excluded
- (3) Damage caused by pollution or contamination
- However, We will indemnify You in respect of Damage, not otherwise excluded, to the Property Insured caused by
- (a) pollution or contamination which results from a Defined Contingency

# Asset Protection Insurance

- (b) a Defined Contingency which results from pollution or contamination.
- (4) Damage caused by or consisting of
  - (a) in respect of Buildings only, subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe
  - (b) normal settlement of new structures
  - (c) acts of fraud or dishonesty
  - (d) (i) disappearance
  - (ii) unexplained or inventory shortage
  - (iii) misfiling, misplacing of information or clerical error.
- (5) Damage to
  - (a) gates
  - (b) fences
  - (c) moveable property in the open by
    - (i) wind
    - (ii) rain, hail, sleet or snow
    - (iii) flood
    - (iv) dust.
- (6) Damage by fire to the Property Insured resulting from its undergoing any process involving the application of heat.
- (7) Damage to the Property Insured resulting from its undergoing any process of
  - (a) production or packaging
  - (b) treatment, testing or commissioning
  - (c) servicing or repair.

However, We will indemnify You in respect of this Damage if it is caused by fire or explosion.
- (8) Damage while the Building is Unoccupied caused by
  - (a) escape of water from any tank, apparatus or pipe
  - (b) malicious persons.

However, We will indemnify You in respect of this Damage if it is caused by fire or explosion.
- (9) Damage to
  - (a) china, earthenware, marble or other fragile objects (not including stock in trade)
  - (b) a structure caused by its own collapse or cracking.

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

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

unless specifically stated as insured in the Schedule.
- (11) Damage caused by theft or attempted theft
  - (a) where You or Your partners, directors or Employees or any member of Your household is involved
  - (b) from any building or part of any building not capable of being locked
  - (c) from the open or from any yard, compound, garden or car park forming part of The Premises.
- (12) Damage to property more specifically insured
- (13) the Property Damage Excess
- (14) Consequential loss or damage of any kind.

## Cover Extension

### (1) Glass Extension

We will indemnify You in respect of

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

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

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

We will not indemnify You in respect of

# Asset Protection Insurance

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

## (2) Subsidence Extension

Applicable only if stated in the Schedule.

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

We will only indemnify You in respect of Damage to

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

We will not indemnify You in respect of

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

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

## Clauses

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

### (1) Automatic Reinstatement of Sum Insured

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

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

### (2) Construction and Occupation of the Buildings

Unless otherwise stated in the Schedule the buildings are

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

### (3) Transfer of Interest

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

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

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

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

### (4) Basis of Claim Settlement

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

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

- (b) The property may be replaced on another site and in a manner suitable to Your needs, but this must not increase Our liability.

# Asset Protection Insurance

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

## (5) Professional Fees

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

We will not indemnify You in respect of fees

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

## (6) Debris Removal

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

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

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

We will not indemnify You in respect of costs and expenses

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

## (7) Temporary Removal

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

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

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

We will not indemnify You in respect of Damage caused

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

## (8) Underground Services

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

- (a) pipes
- (b) cables

which extend from the Buildings to the public mains.

We will not indemnify You in respect of

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

# Asset Protection Insurance

## (9) Changing Locks

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

from

- (a) The Premises
  - (b) Your home
  - (c) the home of any authorised Employee
- following theft or attempted theft

or

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

If the keys belong to a safe they must be

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

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

## (10) Theft Damage to Buildings

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

## (11) Loss of Metered Water

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

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

## (12) All Other Contents

This term includes

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

but only for

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

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

We will not pay for

- expenses in connection with producing information to be recorded
- the value to You of any information lost

- (d) Employees' pedal cycles and other personal belongings

but only if they are not otherwise insured.

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

- (e) visitors' personal belongings

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

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

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

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

The maximum that We will pay is £500.

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

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

- (i) medical bags and their contents

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

## (13) Deterioration of Drugs and Vaccines

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

- (a) a change in temperature as a result of
  - (i) the breaking, distortion or burning out of any part of the
    - unit
    - unit wiring
    - supply cable to the unit, including the plug and fuse

caused by mechanical or electrical defects in the unit while it is being used under normal working conditions

- (ii) failure of temperature controls to operate correctly

- (iii) accidental failure of the public electricity supply but only if this is not deliberately caused by the supply authority

- (b) accidental leakage of refrigerant or refrigerant fumes from the unit.

We will not indemnify You in respect of

- (1) Damage caused by

- (a) wear and tear, deterioration, or gradually developing flaws or defects in the unit
- (b) failure to correctly set any temperature controls

# Asset Protection Insurance

- (2) The failure of Refrigeration units which are
  - (i) over 10 years old
  - (ii) over 5 years old and not the subject of an annual maintenance contract with a competent refrigeration engineer or company

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

## (14) European Union & Public Authorities'

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

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

We will not indemnify You in respect of

- (1) costs incurred
  - (a) in respect of Damage not insured by this Section
  - (b) where notice was served on You before the Damage occurred
  - (c) where an existing requirement must be completed within a stipulated period
  - (d) in respect of property or parts of the property, other than foundations (unless foundations are specifically excluded) which have not suffered Damage
- (2) any charge or assessment arising from capital appreciation following compliance with this legislation.

The reinstatement of the property

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

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

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

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

## (15) Business Cover Away from The Premises

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

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

We will not indemnify You in respect of

- (1) Damage caused by
  - (a) faulty design of the Property Insured or faulty materials used in its construction
  - (b) faulty workmanship
  - (c) change in temperature
  - (d)
    - (i) rot
    - (ii) vermin or insects
    - (iii) scratching
  - (e) acts of fraud or dishonesty
  - (f) mechanical or electrical breakdown of the Property Insured
  - (g)
    - (i) unexplained or inventory shortage
    - (ii) misfiling or misplacing of information
    - (iii) clerical error
  - (h) depreciation, gradual deterioration or wear and tear.
- (2) Damage caused by theft or attempted theft
  - (a) where You or Your partners or any Employee or any member of Your household is involved
  - (b) from any unattended vehicle where
    - (i) all doors and windows have not been locked
    - (ii) the vehicles are not garaged in a locked building or locked and secured in a fully enclosed yard or compound when left overnight.
- (3) Damage to the Property Insured caused by
  - (a) its undergoing any process including
    - (i) testing
    - (ii) repairing
    - (iii) adjusting
    - (iv) servicing or maintenance
  - (b) escape of water from any tank, apparatus or pipe while contained in a building which is unoccupied.

# Asset Protection Insurance

## (16) Lamps, Signs and Nameplates

We will indemnify You in respect of Damage to

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

used in connection with The Practice at The Premises.

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

We will not indemnify You in respect of Damage arising from

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

## (17) Trace and Access

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

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

## (18) Capital Additions

The insurance shall extend cover

- (a) any newly acquired and, or newly erected Buildings or buildings in course of erection (excluding any property for which a building contractor is responsible) and Trade Contents insofar as the same are not otherwise insured and
- (b) alterations additions and improvements to Buildings and Trade Contents but not in respect of any appreciation in value

anywhere in the United Kingdom provided that

- (i) at any one situation this cover shall not exceed £50,000
- (ii) You undertake to give particulars of such extension of cover as soon as practicable and to effect specific insurance thereon retrospective to the date of the commencement of Our liability
- (iii) The provisions of this Clause shall be fully maintained notwithstanding any specific insurance effected under (ii) above.

## (19) Limit of Liability

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

## (20) Emergency Services Damage to Gardens

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

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

## (21) Day One (Non Adjustable)

For each Buildings or Contents item noted in the Schedule

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

Sum Insured shall mean

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

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

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

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

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

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

# Asset Protection Insurance

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

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

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

## **Additional Clauses, Endorsements and Any Other Terms and Conditions**

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

# Asset Protection Insurance

## Money and Assault Section

(applicable only if stated in the Schedule)

### Definitions

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

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

### Bodily Injury

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

### Business Hours

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

### Insured Person

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

### Loss of Limb

- (1) severance at or above the wrist or ankle  
or
- (2) total and permanent loss of use of a hand, arm, foot or leg.

## Cover

### Money

We will indemnify You in respect of

- (1) loss of Money, which
  - (a) belongs to Youor
  - (b) You are responsible forin connection with The Practice up to the Limit Any One Loss set against each item in the Specification below
- (2) loss or damage to
  - (a) any case, bag, or waistcoat used for carrying Money following theft or attempted theft
  - (b) clothing and personal effects belonging to You, Your principals or any Employee up to a limit of £500 per person following theft or attempted theft away from The Premises.
  - (c) any safe at The Premises or Your private dwelling or that any of Your partners, directors or Employees as a result of theft or attempted theft of Money.

## Specification

### Item 1

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

### Limit Any One Loss

£500,000

### Item 2 – Money other than described in Item 1

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

### Limit Any One Loss

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

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

### Limit Any One Loss

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

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

### Limit Any One Loss

£500

- (d) in registered post

### Limit Any One Loss

£500

### Item 3 – Money other than described in Item 1

on The Premises

- (a) during Business Hours

### Limit Any One Loss

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

- (b) contained in a locked safe outside Business Hours

### Limit Any One Loss

As stated in the Schedule

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

### Limit Any One Loss

£500

- (d) in vending or gaming machines on The Premises

### Limit Any One Loss

£500

# Asset Protection Insurance

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

**Limit Any One Loss**

£1,500

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

**Limit Any One Loss**

£100

## Exceptions

We will not indemnify You in respect of

- (1) shortages due to clerical or accounting errors
- (2) loss due to the dishonesty of Your principals or any Employee
  - (a) not discovered within 7 working days of the loss
  - (b) where a more specific insurance is in force, except for any amount in excess of that insurance
- (3) loss of Money from unattended vehicles
- (4) loss or damage outside Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man
- (5) The Money Excess.

## Cover

### Assault

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

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

occurring within 24 months of Bodily Injury

## Clauses

### (1) Amounts Payable

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

- (d) We will pay the following compensation

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

### (2) Medical Evidence

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

### (3) Counselling Costs

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

# Asset Protection Insurance

We will not indemnify You in respect of

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

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

- (b) private transport is used for amounts greater than £2,000 where the distance exceeds half a mile.

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

## Additional Clauses, Endorsements and Any Other Terms and Conditions

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

## Conditions Precedent

The following Conditions Precedent apply.

### (1) Records and Key Security

It is a Condition Precedent to Our liability to make any payment under this Section, Cover - Money, that

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

### (2) Money in Transit

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

- (a) it be accompanied by the following number of persons
  - over £2,000 up to £5,000 at least 2 persons
  - over £5,000 up to £8,000 at least 3 persons
  - over £8,000 at least 4 persons

# Asset Protection Insurance

## Employee Dishonesty Section

(applicable only if stated in the Schedule)

### Definitions

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

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

### The Controls

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

### Discovery Period

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

### Employee Dishonesty Excess

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

### Improper Gain

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

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

### Limit of Indemnity

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

### One Claim

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

### References

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

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

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

# Asset Protection Insurance

## Cover

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

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

## Auditors Fees

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

## Exceptions

We will not indemnify You in respect of

- (1) loss caused by or involving any Employee
  - (a) who You do not have the right to supervise and direct
  - (b) who at the time of committing any act of fraud or dishonesty controls more than a 5% interest or share in the Policyholder
  - (c) subsequent to discovery by You of actual or suspected dishonesty by the Employee
  - (d) whose normal place of employment is outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
  - (e) whom You are unable to identify by name.
- (2) the Employee Dishonesty Excess
- (3) any loss the proof of which is dependent upon an inventory calculation or a profit and loss calculation alone
- (4) loss of a consequential nature including but not limited to loss of potential income interest and dividends
- (5) penalties and fines
- (6) loss covered by the Money and Assault Section of this Policy except for any amount in excess of that Section.

## Clauses

### (1) Our Liability

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

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

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

### (2) Non-Accumulation of Liability

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

### (3) References

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

### (4) Employees' Property

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

### (5) Recoveries

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

## Additional Clauses, Endorsements and Any Other Terms and Conditions

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

# Asset Protection Insurance

## Computer Breakdown Section

(applicable only if stated in the Schedule)

### Definitions

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

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

### Breakdown

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

### Computer Equipment

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

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

### Failure of Distribution Equipment

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

### Indemnity Period

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

### Loss of Data

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

### Maximum Indemnity Period

12 months.

## Cover

We will indemnify You in respect of

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

## Exceptions

We will not indemnify You in respect of

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

## Cover Extensions

### (1) Additional Rental Charge

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

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

# Asset Protection Insurance

## (2) Consulting Engineers' Fees and Claims Investigation Costs

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

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

## (3) Incompatibility of Computer Records

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

- (a) costs of modification of the Computer Equipment
- (b) costs of replacing and, or reinstating computer system records

reasonably incurred to achieve compatibility.

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

## (4) Removal of Debris and Protection from Further Damage

We will indemnify You against the costs incurred in

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

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

## (5) Temporary Repairs and Expediting Permanent Repairs

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

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

## Clauses

### (1) Automatic Reinstatement of Sum Insured

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

### (2) Average

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

### (3) Basis of Claims Settlement – Reinstatement

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

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

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

### (4) Limit of Indemnity

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

## Special Condition

### Precautions

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

## Conditions Precedent

The following Conditions Precedent apply.

### (1) Back up Records

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

### (2) Storage Verification and Security

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

## Additional Clauses, Endorsements and Any Other Terms and Conditions

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

# Revenue Protection Insurance

## Business Interruption Section

(applicable only if stated in the Schedule)

### Definitions

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

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

### Notes

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

### Notifiable Human Infectious or Contagious Disease

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

### Item on Income and Increased Surgery Expenses

#### Damage

Accidental loss, obstruction or damage.

#### Income

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

#### Indemnity Period

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

#### Maximum Indemnity Period

The number of months stated in the Schedule.

### Item on Book Debts

#### Patients' and other Clients' Accounts

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

#### Book Debts

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

- (1) bad debts

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

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

## Cover

### (1) Income and Increased Surgery Expenses

#### Your Schedule will state which Option applies

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

#### Option A – Income

The amount payable will be

- (a) the amount by which the Income falls short of the Income which would have been received during the Indemnity Period due to the Damage
- (b) any additional expense You incur to prevent or limit the reduction in Income during the Indemnity Period due to the Damage.  
  
We will not pay more than We would pay under (a) above.
- (c) auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section

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

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

#### Option B – Increased Surgery Expenses

The amount payable will be

- (1) the extra costs of
  - (a) rent, rates and taxes for
  - (b) any premium or compensation necessary to obtain the use of
  - (c) removal to and from temporary premises

# Revenue Protection Insurance

- (2) the extra cost of clerical assistance and all such additional expenses You reasonably incur due to the Damage in order to continue The Practice during the Indemnity Period
- (3) Auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section less any savings in expenses made due to Damage.

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

## (2) Book Debts

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

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

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

We will pay Your professional accountant's charges for

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

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

We will not indemnify You in respect of

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

## Clauses

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

### (1) Prevention of Access

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

### (2) Boilers

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

### (3) Disease, Infestation and Defective Sanitation

The occurrence of

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

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

We will not indemnify You in respect of

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

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

### (4) Public Utilities

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

We will not indemnify You in respect of

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

# Revenue Protection Insurance

## (5) Suppliers

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

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

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

## (6) Telecommunications

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

We will not indemnify You in respect of accidental failure

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

The maximum We will pay will be

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

## (7) Transit

Damage to Your property while in transit by

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

all in Great Britain or Northern Ireland

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

## (8) Government or Local Authority Action

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

We will not indemnify You in respect of

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

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

## (9) Loss Of Attraction

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

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

## (10) Customers

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

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

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

## (11) Rent Receivable

We will pay in respect of rent receivable the difference between

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

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

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

## (12) Bomb Hoax

Prevention of access to The Premises due to

- (a) the presence of an actual or suspected incendiary or explosive device
- (b) a state of siege or terrorist activity within the vicinity of The Premises

# Revenue Protection Insurance

on the order, request or advice of the police or other competent authority.

The maximum We shall pay under this Clause will not exceed £25,000 in any one Period of Insurance.

## (13) Essential Employees

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

We will not indemnify You in respect of any Employee

- (a) where the win is below £100,000
- (b) who have been employed for a period of less than 12 months
- (c) who have served notice or been served notice of termination of their employment
- (d) who have been absent from work through sickness, disability or suspension for a period exceeding 4 weeks at the time of the incident.

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

## (2) Debit Recording

It is a Condition Precedent to Our liability to make any payment under Cover (2) Book Debts of this Section that at the end of each quarter You must record the total amount outstanding in Your Patients' and other Clients Accounts. You must keep this information in a different building to that containing Your accounting and other business records.

This information may be maintained by Your accountant.

## Additional Clauses, Endorsements and Any Other Terms and Conditions

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

## Conditions Precedent

The following Conditions Precedent apply.

### (1) Claims Procedure

It is a Condition Precedent to Our liability to make any payment under Cover (1) Income and Increased Surgery Expenses of this Section that You will

- (a) take any action reasonably practicable to minimise any interruption of or interference with The Practice or to avoid or diminish the loss
- (b) at Your expense, provide Us with
  - (i) a written claim
  - and
  - (ii) details of other insurances covering the Damage or loss resulting from itwithin 30 days after the expiry of the Indemnity Period or such further time that We may allow
- (iii) books, records and documents We require to assess Your claim
- (c) repay Us, any payment on account We have already made, if You fail to comply with this Condition.

# Legal Liabilities Insurance

## Employers' Liability Section

(applicable only if stated in the Schedule)

### Definitions

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

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

### Bodily Injury

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

### Compensation

Damages, including interest.

### Costs and Expenses

(1) fees for Your legal representation

(2) costs and expenses

incurred with Our written consent

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

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

### Limit of Indemnity

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

### Territorial Limits

(1) Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

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

### Cover

We will indemnify You in respect of

(1) Your legal liability to pay Compensation to any Employee

and

(2) Costs and Expenses

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

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

## Clauses

### (1) Additional Activities

The Practice includes

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

### (2) Cross Liabilities

We will indemnify each party

- (a) named as the Policyholder in the Schedule
  - (b) entitled to indemnity under this Section
- as if a separate policy had been issued to each.

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

### (3) Indemnity to Other Persons

We will indemnify

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

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

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

### (4) Injury to Working Partners

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

# Legal Liabilities Insurance

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

## (5) Legal Expenses Arising from Health and Safety Legislation

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

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

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

We will not provide indemnity

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

## (6) Our Right of Recovery

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

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

## (7) Payment for Court Attendance

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

The maximum We will pay is

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

## (8) Unsatisfied Court Judgements

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

- (a) damages
- (b) costs

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

This indemnity will only apply where

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

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

## Exceptions

We will not provide indemnity against legal liability

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

## Additional Clauses, Endorsements and Any Other Terms and Conditions

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

# Legal Liabilities Insurance

## Public and Products Liability Section

(applicable only if stated in the Schedule)

### Definitions

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

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

#### Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

#### Bodily Injury

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

#### Compensation

Damages, including interest.

#### Costs and Expenses

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

incurred with Our written consent

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

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

#### Damage

Physical

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

#### Limit of Indemnity

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

In respect of

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

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

#### Personal Injury

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

#### Products Supplied

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

#### Property

Material property.

#### Territorial Limits

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

#### Cover

We will indemnify You in respect of

- (1) Your legal liability for Compensation
- (2) Costs and Expenses

as a result of accidental

- (a) Personal Injury
- (b) Damage to Property
- (c) obstruction, trespass, nuisance or interference with any right of way, air, light or water

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

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

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

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

# Legal Liabilities Insurance

## Clauses

### (1) Additional Activities

The Practice includes

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

### (2) Cross Liabilities

We will indemnify each party

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

as if a separate policy had been issued to each.

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

### (3) Defective Premises

We will indemnify You in respect of liability arising under

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

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

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

### (4) Indemnity to Other Persons

We will indemnify

- (a) Your personal representatives in respect of legal liability You incur
- (b) at Your request
  - (i) any director, partner or proprietor or Employee of Yours
  - (ii) the officers, committees and members of Your
    - canteen, social, sports, educational and welfare organisations
    - first aid, fire, security and ambulance services

- (iii) any principal for whom You are carrying out a contract to the extent required by the contract conditions

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

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

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

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

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

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

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

We will not provide indemnity

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

### (6) Liability for Hired or Rented Premises

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

We will not provide indemnity in respect of

- (a) the first £100 of any claim caused other than by fire or explosion

# Legal Liabilities Insurance

- (b) liability imposed on You solely by reason of the terms of the hiring or renting agreement
- (c) legal liability as a result of Damage against which the hiring or renting agreement specifies that insurance is taken out by You or on Your behalf.

## (7) Motor Contingent Liability

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

- (a) Bodily Injury
  - and, or
- (b) Damage to Property arising out of the use
  - (i) in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
    - and
  - (ii) in connection with The Practice

of any motor vehicle not belonging to or provided by You.

We will not provide indemnity

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

## (8) Overseas Personal Liability

We will indemnify

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

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

- (i) Bodily Injury
  - and, or
- (ii) Damage to Property

incurred in a personal capacity.

We will also indemnify any accompanying spouse or children.

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

We will not provide indemnity

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

## (9) Payment for Court Attendance

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

The maximum We will pay is

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

## (10) Personal Belongings

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

We will not provide indemnity where this Property is

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

## Exceptions

- (1) We will not provide indemnity in respect of legal liability as a result of
  - (a) Personal Injury to an Employee, partner or proprietor.
  - (b) the ownership, possession or use by You or on Your behalf or by any person entitled to indemnity under this Section of any
    - (i) aircraft, aerial device or hovercraft
    - (ii) watercraft exceeding 8 metres in length

# Legal Liabilities Insurance

- (iii) motor vehicle or trailer
    - in circumstances to which road traffic legislation applies
    - or
    - where a more specific insurance is in force.
  - (c) Damage to Property
    - (i) which You own or is loaned, leased, hired or rented to You
    - (ii) which is held in trust or in the custody or control of
      - You
      - any Employee
      - any other party who is carrying out work on Your behalf

other than in the circumstances described in Clauses (6) or (10).
  - (d) Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating Products Supplied (other than Products Supplied under a separate contract).
  - (e) Bodily Injury or Damage to Property arising from professional neglect, errors, omissions or advice, by You, any Employee or any party who is carrying out work on Your behalf.
  - (f) (i) pollution or contamination of buildings or other structures or of water or land or the atmosphere
  - and
  - (ii) Bodily Injury or Damage to Property directly or indirectly caused by such pollution or contamination

other than caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance.

All pollution or contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place.

  - (g) (i) work in or on and travel to, from or within
  - or
  - (ii) Products Supplied to
  - any offshore
    - accommodation, exploration, drilling or production rig or platform
    - support vessel.
  - (h) Bodily Injury or Damage to property arising from Products Supplied other than
    - (i) the sale or supply of non-medicinal food and drink
    - (ii) the sale or supply of proprietary goods that have not been manufactured or altered by You and which are sold or supplied unopened in the containers provided by the manufacturers
    - (iii) the disposal of furniture and office equipment previously used in the course of The Practice.
  - (i) (i) exposure to
  - (ii) inhalation of
  - (iii) fears of the consequences of exposure to or inhalation of
  - (iv) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of
  - Asbestos including any product containing Asbestos.
- (2) We will not provide indemnity in respect of
- (a) recalling or making refunds in respect of Products Supplied.
  - (b) (i) liquidated damages
  - (ii) penalty clauses
  - (iii) fines
  - (iv) aggravated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
  - (c) liability imposed on You solely by reason of the terms of any contract conditions or agreement in connection with Products Supplied.
- (3) We will not provide indemnity for the first £250 of each and every claim in respect of Damage to Property.
- You will repay any such amount paid by Us.

## Additional Clauses, Endorsements and Any Other Terms and Conditions

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

# Terrorism Insurance

(applicable only if stated in the Schedule)

## Definitions

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

### Act of Terrorism

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

### Business Interruption

Loss resulting from interruption of or interference with The Business carried on by You at The Premises in consequence of Damage to property used by You at The Premises for the purpose of The Business.

### Damage

Physical loss, destruction or damage to the Property Insured.

### Denial of Service Attack

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

Denial of Service Attacks include but are not limited to the generation of excess traffic into network addresses, the exploitation of systems or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

### Event

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

### General Cover Policy

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

### Hacking

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

### Nuclear Installation

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

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

### Nuclear Reactor

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

### Phishing

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

### Property Insured

The Property as detailed in the Schedule.

### Territorial Limits

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

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

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

### Virus or Similar Mechanism

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

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

# Terrorism Insurance

## Cover

We will indemnify You for:

1. Damage  
or
2. Business Interruption

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

Provided always that the insurance by this Section

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

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

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

## Basis of Settlement

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

The maximum We will pay for any one Event is:

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

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

## Conditions

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

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

## Exceptions

We will not pay for

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

whether Your property or not, where such Damage is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism, Hacking, Phishing or Denial of Service Attack.

2. riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
3. any losses whatsoever arising directly or indirectly from any cover or extension of The Premises provided by this policy to locations outside the Territorial Limits.
4. any land or building which is insured in the name of an individual and is occupied by that individual for residential purposes, unless:
  - a. insured under the same policy as the remainder of the land or building which is not a private residence
  - b. the property is block of flats and/or private dwelling house and the Insured is a trustee or body of trustees or a sole trader.

It is hereby noted that trustees and sole traders are not deemed to be individuals.

Any blocks of flats, self-contained units insured as part of such blocks of flats or such private dwelling houses occupied as a private residence by any of the trustee(s) or sole trader(s) will be deemed to be insured in the name of an individual.

# Terrorism Insurance

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

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

# Legal Expenses Insurance

## Legal Expenses Insurance Section

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

DAS Head and Registered Office:

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

Registered in England and Wales, number 103274.  
Website: [www.das.co.uk](http://www.das.co.uk)

DAS Law Limited Head and Registered Office:

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

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

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

## The meaning of words in this section of the policy

### appointed representative

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

### business

As shown in the policy schedule.

### business premises

As shown in the policy schedule.

### costs and expenses

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

### countries covered

- (a) For insured incidents Legal defence (excluding 5. Statutory notice appeals), and Personal injury The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
- (b) For all other insured incidents The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands.

## DAS Standard Terms

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

date of occurrence

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

## employer compliance dispute

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

## insured person

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

## period of insurance

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

## preferred law firm or tax consultancy

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

# Legal Expenses Insurance

## reasonable prospects

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

## tax enquiry

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

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

## VAT dispute

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

## we, us, our, DAS

DAS Legal Expenses Insurance Company Limited.

## you, your

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

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

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

## What we will pay

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

1. the most we will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £500,000

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

## What we will not pay

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

## Insured incidents

### What is covered

#### Employment disputes and compensation awards

##### 1. Employment disputes

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

- (a) before the issue of legal proceedings in a court or tribunal:
  - (i) following the dismissal of an employee; or
  - (ii) where an employee or ex-employee has contacted ACAS to commence the Early Conciliation procedure; or
- (b) in unfair dismissal disputes under the ACAS Arbitration Scheme; or

# Legal Expenses Insurance

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

## What is not covered

A claim relating to the following:

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

## What is covered

### 2. Compensation awards

We will pay:

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

in respect of a claim **we** have accepted under insured incident 1.

Provided that:

- (a) in cases relating to performance and/ or conduct, **you** have throughout the employment dispute either:
  - (i) followed the ACAS Code of Disciplinary and Grievance Procedures; or
  - (ii) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
  - (iii) sought and followed advice from **our** legal advice service (Telephone **0330 100 9617**)
- (b) for an order of compensation following **your** breach of statutory duty under employment legislation **you** have at all times sought and followed advice from **our** legal advice service

since the date when **you** should have known about the employment dispute (Telephone **0330 100 9617**)

- (c) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **you** have sought and followed advice from **our** Claims Department prior to serving notice of redundancy (Telephone **0330 100 9617**)
- (d) the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **us**.

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

## What is not covered

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

## What is covered

### 3. Employee civil legal defence

**Costs and expenses** to defend the **insured person's** (other than **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.

### 4. Service occupancy

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

# Legal Expenses Insurance

## What is not covered

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

## What is covered

### Legal defence

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

#### 1. Criminal pre-proceedings cover

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

#### 2. Criminal prosecution defence

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

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

#### 3. Data protection and Information Commissioner registration

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

(b) In an appeal against the refusal of the Information Commissioner to register **your** application for registration.

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

## What is not covered

A claim related to the following:

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

## What is covered

#### 4. Wrongful arrest

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

#### 5. Statutory notice appeals

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

## What is not covered

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

## What is covered

#### 6. Jury service and court attendance

An insured person's absence from work:

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

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

Provided that:

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

## What is covered

#### Statutory licence appeal

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

## What is not covered

A claim relating to the following:

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

# Legal Expenses Insurance

## What is covered

### Contract disputes

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

Provided that:

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

## What is not covered

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

## What is covered

### Debt recovery

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

Provided that:

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

## What is not covered

A claim relating to the following:

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

## What is covered

### Property protection

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

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

# Legal Expenses Insurance

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

## What is not covered

A claim relating to the following:

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

## What is covered

Personal injury

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

## What is not covered

A claim relating to the following:

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

## What is covered

Tax protection

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

Provided that:

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

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

## What is not covered

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

## What is covered

**Tenancy disputes**

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

## What is not covered

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

## Exclusions

We will not pay for the following:

1. **Late reported claims**  
Any claim reported to **us** more than 180 days after the date the **insured person** should have known about the insured incident.
2. **Costs we have not agreed**  
**Costs and expenses** incurred before **our** written acceptance of a claim.

# Legal Expenses Insurance

## 3. Court awards and fines

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

## 4. Legal action we have not agreed

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

## 5. Intellectual property rights

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

## 6. Deliberate acts

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

## 7. Franchise or agency agreements

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

## 8. A dispute with DAS

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

## 9. Shareholding or partnership disputes

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

## 10. Judicial review

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

## 11. Nuclear, war and terrorism risks

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

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

## 12. Bankruptcy

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

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

## 13. Group or Class Actions

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

## 14. Defamation

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

## 15. Calendar date devices

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

## 16. Litigant in person

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

## Conditions

### 1. Your representation

- (a) On receiving a claim, if representation is necessary, **we** will appoint a **preferred law firm, tax consultancy** or in-house lawyer as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
- (b) If the appointed **preferred law firm, tax consultancy** or **our** in-house lawyer cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm or tax expert to act as the **appointed representative**. **We** will choose the **appointed representative** to represent **you** in any proceedings where **we** are liable to pay a compensation award.

# Legal Expenses Insurance

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

## 2. Your responsibilities

An **insured person** must:

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

## 3. Offers to settle a claim

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

## 4. Assessing and recovering costs

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

## 5. Cancelling an appointed representative's appointment

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

## 6. Withdrawing cover

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

## 7. Expert opinion

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

## 8. Arbitration

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

## 9. Keeping to the policy terms

An **insured person** must:

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

# Legal Expenses Insurance

## Helping you with your legal problems

If you wish to speak to **our** legal teams about a legal problem, please telephone **us** on **0330 100 9617** as soon as **you** become aware of the problem. **We** will ask **you** about **your** legal issue and if necessary call back to give **you** legal advice.

## Making a claim

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this section of the policy, telephone us on **0330 100 9617** quoting reference number TS5/4726053 and **we** will give **you** a reference number. At this point **we** will not be able to tell **you** whether the claim is covered or not, but **we** will pass the information **you** have given **us** to **our** claims handling teams and explain what to do next.

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

## Data protection

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

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

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

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

## How to make a complaint

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

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

Registered in England and Wales, number 103274.

Or you can phone us on **0344 893 9013** or email us at [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

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

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

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

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

You can also contact them by telephone on 0300 555 0333 or email them at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

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

# Policy Exceptions

(not applicable to the Legal Expenses Insurance Section)

We will not provide indemnity in respect of

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

However,

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

However,

- (1) exception (2) (b) does not apply to the following Sections, when insured by this policy
  - (a) Employers' Liability
  - (b) Public and Products Liability
- (2) exception 2 (a) does not apply to the Employers' Liability Insurance Section unless under a contract or agreement You have undertaken to
  - (a) indemnify another party
  - (b) assume the liability of another party
- (3) exceptions (2) (a) and (b) do not apply to the following Sections, when insured by this policy
  - (a) Employee Dishonesty
  - (b) Terrorism Insurance.
- (3) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event
  - (a) Terrorism
  - (b) civil commotion in Northern Ireland but this shall only apply to the Property Damage and Business Interruption Sections when insured by this policy
  - (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and, or (b) above

except as stated in the **Special Provisions – Terrorism** below.

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

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

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

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

# Policy Exceptions

## Special Provisions – Terrorism

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

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

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

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

unless specifically mentioned.

However, Exceptions

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

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

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

- (i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time

- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

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

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

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

## Definition

The following definition only applies to this exception

### Defined Contingency

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

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

- (a) Loss of Data.

However, We will not exclude any claim arising directly or indirectly from or in connection with or consisting of Loss of Data, which claim is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections and only to the same extent that such claim is insured under that Section

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

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

# Policy Exceptions

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

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

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

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

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

## Definition

The following definition only applies to this exception

### Specified Contingency

fire

lightning

explosion

aircraft and other aerial devices or articles dropped from them

earthquake

storm or flood

escape of water from any tank apparatus or pipe

falling trees

impact

escape of fuel from any fixed oil heating installation

# Conditions Precedent

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

**The following Conditions Precedent apply.**

## Minimum Security

It is a Condition Precedent to Our liability in respect of loss, destruction or damage caused by riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances, malicious persons other than thieves, theft, attempted theft, theft of Money occurring more than 30 days after the inception of the Policy that

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

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

## Protections

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

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

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

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

## Additional Clause A – Alarm Condition

### Intruder Alarm System

#### Definitions

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

#### Alarmed Premises

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

#### Intruder Alarm System

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

#### Keyholder

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

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

#### Responsible Person

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

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

- (1) whenever The Premises are closed for business or left unattended the Alarmed Premises are protected by the Intruder Alarm System
- (2) the Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other company, as agreed with Us
- (3) no alteration to, or substitution of
  - (a) any part of the Intruder Alarm System
  - (b) the procedures agreed with Us for police or any other response to any activation of the Intruder Alarm System
  - (c) the maintenance contractshall be made without Our written agreement

# Conditions Precedent

- (4) at least one Responsible Person must remain on the Alarmed Premises
- (a) unless the Intruder Alarm System is fully set with the means of communication used to transmit signals in full operation
  - (b) if the police have withdrawn their response to alarm calls
- except where We agree otherwise in writing
- (5) all keys to the Intruder Alarm System are removed from The Premises when The Premises are left unattended
- (6) You and each Keyholder
- (a) keep secret the codes for the operation of the Intruder Alarm System
- and
- (b) do not leave details of the codes on The Premises
- (7) You appoint at least two Keyholders and notify this in writing to the police and the alarm company who are contracted to maintain the alarm. You must also tell them of any change of Keyholders
- (8) when the Intruder Alarm System has been set, and notice is given that it has been activated
- or
- the means of communication have been interrupted a Keyholder must attend The Premises as soon as possible following such notice and a Responsible Person must remain there until the requirements of paragraph 4 have been complied with.
- except where we agree otherwise in writing
- (9) if You receive notice
- (a) that police response to alarm signals and, or calls from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed
  - (b) from a local authority or magistrate imposing any requirements for abatement of a nuisance
  - (c) from the installing company or another company as agreed by Us that the Intruder Alarm System cannot be returned to, or maintained in, full working order
- You must tell Us as soon as possible and in any event no later than 10.00am on Our next working day
- and
- comply with all alternative security measures We may reasonably require.

# Policy Conditions

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

## (1) Alteration of Risk

You must notify Us prior to or immediately if, during the Period of Insurance, there is any alteration in Your ownership of The Business, or if there is any alteration

- (a) In or to The Business,
- (b) Due to The Business being wound up or carried on by a liquidation or receiver or permanently discontinued,
- (c) Due to its disposal or removal
- (d) In respect of which Your interest ceases except by operation of law,
- (e) in respect of the risk of subsidence, ground heave or landslip where any demolition, construction, ground works or excavation work is being carried out on any site adjoining The Premises
- (f) to the facts or matters set out in the Schedule or otherwise comprising the risk presentation made by You to Us at inception, renewal or alteration of the policy,

which materially increases risk of loss or Damage as insured by this policy.

Should You be in any doubt as to whether information should be presented to Us, You must

- discuss it with Your insurance broker or adviser; or
- disclose it to Us.

Upon being notified of any such alteration, We may, at Our absolute discretion

- (i) continue to provide cover under the appropriate Section on the same terms
- (ii) restrict the cover provided by the Section
- (iii) impose additional terms
- (iv) alter the premium
- (v) cancel the Section and, or the policy

If You fail to notify Us of any such alteration, We may, at Our absolute discretion;

- (i) treat the appropriate Section and the policy as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired Period of Insurance, if We would have cancelled the Section and the policy had We known of the increase in risk
- (ii) treat the Section and the policy as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as We would have applied had We known of the increase in risk

- (iii) reduce proportionately the amount paid or payable on any claim, the proportion for which We are liable being calculated by comparing the premium actually charged as a percentage of the premium which We would have charged had We known of the increase in risk.

## (2) Arbitration

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

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

## (3) Average

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

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

## (4) Cancellation

a) You may cancel Your policy

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

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

(b) Other than when Policy Condition (8) Fraud applies, We may cancel Your policy

- (i) by sending You 30 days written notice to Your last known address.

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

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

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

# Policy Conditions

## (5) Claims Procedure

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

You will

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

## (6) Contribution

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

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

### **Applicable to all other Sections insured by this policy**

- (b) Where any loss, destruction, damage or liability covered by the policy is also covered by another

policy (or would be but for the existence of this policy), We will only pay a rateable share of the loss.

- (c) If the other insurance is subject to a condition of average and this policy is not, this policy will become subject to the same condition of average.
- (d) If the Property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.

## (7) Discharge of Liability

We may at any time pay

- (a) the Limit of Indemnity
- or
- (b) the Sum Insured
- or
- (c) a smaller amount for which a claim can be settled after deduction of any sum already paid.

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

## (8) Fraud

If You or anyone acting on Your behalf:

- (a) makes any false or fraudulent claim,
- (b) makes any exaggerated claim,
- (c) supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine),
- (d) makes a claim for loss or damage which the Insured or anyone acting on the Insured's behalf deliberately caused,

We will:

- (i) refuse to pay the whole of the claim; and
- (ii) recover from You any sums that We have already paid in respect of the claim.

We will also notify You if We will be treating the policy as having terminated with effect from the date of the earliest of any acts set out in (a) – (d) above. In that event, You will:

- have no cover under the policy from the date of the termination; and
- not be entitled to any refund of premium.

# Policy Conditions

## (9) Identification

The policy and Schedule will read as one contract.

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

## (10) Index Linking

### (a) Renewal

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

#### (i) any Building and Tenants Improvements item

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

#### (ii) other items

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

### (b) Claims

These adjustments will continue during the

#### (i) Period of Insurance

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

## (11) Fair Presentation of the Risk

We are keen to work in partnership with You and avoid any misunderstandings.

### (1) You must make a fair presentation of the risk to Us at inception, renewal and variation of the policy.

Should You be in any doubt as to whether information should be presented to Us, You must

- discuss it with Your insurance broker or adviser, or
- disclose it to Us.

### (2) We may, at Our absolute discretion, avoid the policy and refuse to pay any claims where any failure to make a fair presentation is:

- (a) deliberate or reckless; or
- (b) of such other nature that, if You had made a fair presentation, We would not have issued the policy.

We will return the premium paid by You unless the failure to make a fair presentation is deliberate or reckless.

### (3) If We would have issued the policy on different terms had You made a fair presentation, We will not avoid the policy (except where the failure is deliberate or reckless) but We may instead, at Our absolute discretion;

#### (a) reduce proportionately the amount paid or payable on any claim, the proportion for which We are liable being calculated by comparing the premium actually charged as a percentage of the premium which We would have charged had You made a fair presentation; and/or

#### (b) treat the policy as if it had included such additional terms (other than those requiring payment of premium) as We would have imposed had You made a fair presentation.

For the purposes of this condition references to:

#### (i) avoiding a policy means treating the policy as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the policy), the renewal date (where the failure occurs at renewal of the policy), or the variation date (where the failure occurs when the policy is varied),

#### (ii) refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires,

#### (iii) issuing a policy should be treated as the references to issuing the policy at inception, renewing or alteration of the Policy as the context requires,

#### (iv) premium should be treated as the premium payable for the particular contract of insurance which is subject to this condition (where there is more than one contract of insurance.

## (12) Our Rights

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

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

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

without incurring liability or reducing Our rights.

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

#### (i) do not comply with Our requirements

#### (ii) hinder or obstruct Us.

You are not entitled to abandon property to Us.

# Policy Conditions

## (13) Reasonable Precautions

You will

- (a) maintain The Premises, machinery, plant and equipment in a satisfactory state of repair
- (b) take all reasonable precautions to prevent
  - (i) loss, destruction or damage to Property Insured
  - (ii) accident or injury to any person or loss, destruction or damage to their property
- (c) comply with all legal requirements and safety regulations and conduct The Practice in a lawful manner
- (d) keep books with a complete record of purchases and sales.

## (14) Reinstatement

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

- (a) plans
- (b) documents
- (c) books
- (d) information

which We require.

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

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

## (15) Subrogation

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

- (a) enforce a right or remedy
- or
- (b) obtain relief or indemnity

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

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

## (16) Subjectivity Condition

If this policy has been issued or renewed subject to the following requirements;

- (1) (a) You providing Us with any additional information requested,
  - (b) You completing any actions agreed between You and Us,
  - (c) You allowing Us to complete any actions agreed between You and Us.
- by the required date(s),
- (2) You allowing Us access to The Premises, Your contract sites, and, or The Business, to carry out survey(s), within 60 days of the inception or renewal date, unless We agree otherwise in writing,
  - (3) You complying with all survey risk improvements to make alterations to The Premises or contract sites by the required date(s),

and You do not complete these requirements by the required date(s), then We may at Our absolute discretion:

- (a) modify the premium,
- (b) issue a mid-term amendment to the policy, or Section terms, Conditions and Exceptions,
- (c) exercise our right to cancel the policy,
- (d) leave the Policy or Section terms, Conditions and Exceptions, and the premium, unaltered.

We will contact You with Our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by You and, or any decision by Us will take effect. If the premium terms or conditions are amended by Us then You will have fourteen (14) days to accept or reject the revised basis of indemnity.

If You elect to reject the revised basis of premium, terms and conditions then You shall be entitled to a proportionate refund of premium for the unexpired period of cover provided that no claim has been made during the current Period of Insurance.

If We exercise our right to cancel the policy then You shall be entitled to a proportionate refund of premium for the unexpired period of cover provided that no claim has been made during the current Period of Insurance.

To the extent that this Condition conflicts with any other cancellation condition then this Condition shall prevail.

Except in so far as they are expressly varied by this Condition all of the terms, conditions, exclusions and limits of this policy and of the Sections of the policy shall continue to apply until We advise You otherwise.

# Complaints and Compensation

## Complaints

(not applicable to the Legal Expenses Insurance Section)

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

### What happens if You complain

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

### What You should do if You would like to complain

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

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

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

## Refer Your complaint to the Financial Ombudsman Service

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

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

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

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

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

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

Further details of the Financial Ombudsman Service can be obtained from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Financial Services Compensation Scheme

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

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

Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk)



**Towergate Underwriting**

The Octagon, Middleborough, Colchester, Essex CO1 1TG

Towergate Underwriting is a trading name of Towergate Underwriting Group Limited,  
authorised and regulated by the Financial Conduct Authority - FCA No. 313250

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Company Number 4043759

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