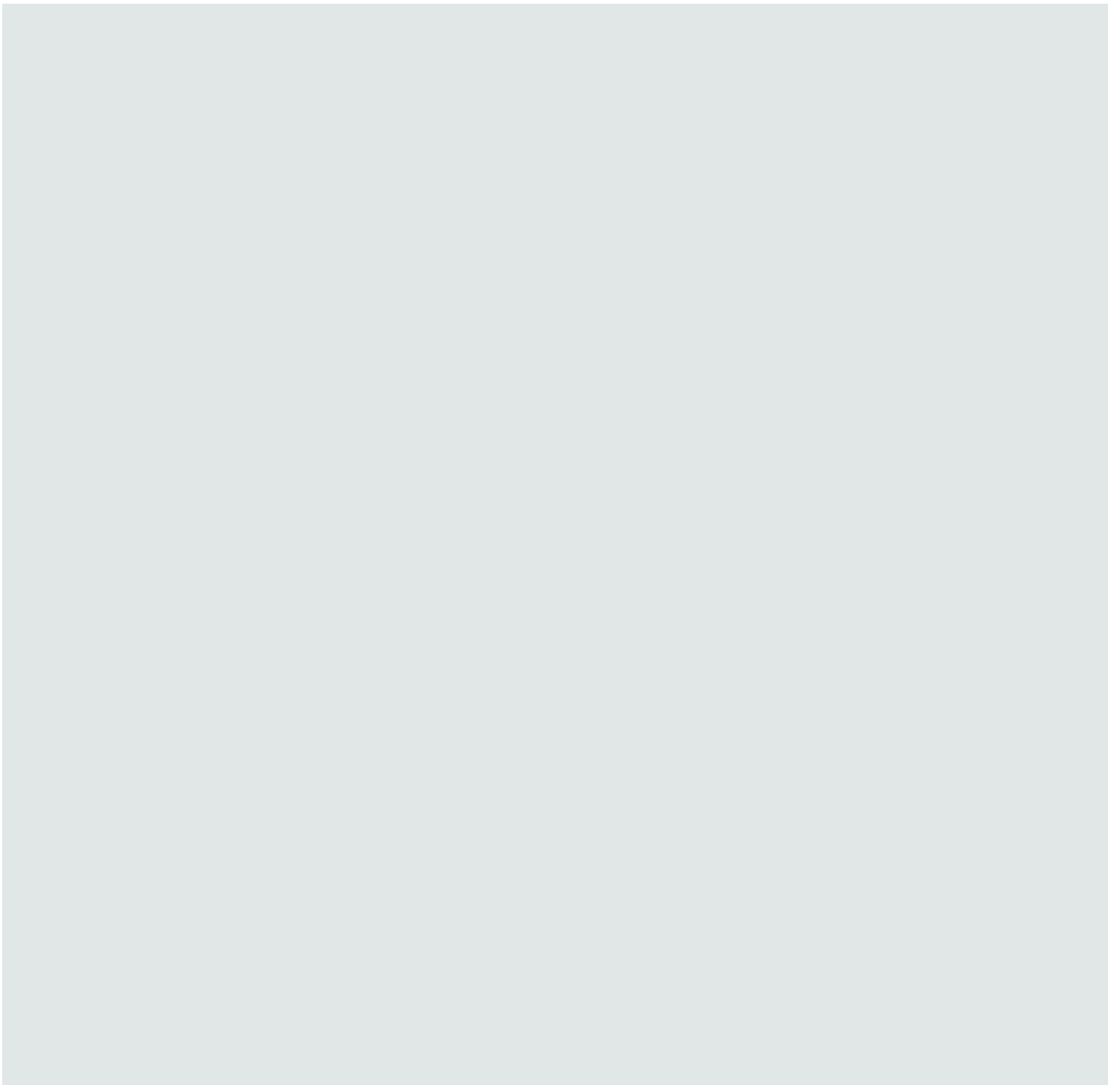




# Commercial Property Owners Policy



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# Your Commercial Property Owners policy

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

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

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

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

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

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

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

## **Law applicable to this contract (not applicable to Section E)**

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

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

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

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

# Important information about your policy

## How we use personal information

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

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

**We** may use personal information for underwriting and claims purposes, statistical analysis, management information, market research, audits on the handling of claims, systems integrity testing, and risk management.

**We** will only share personal information as described in this notice or where **we** are required or allowed to do so by law.

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

## Policy administration

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

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

## Claims history

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

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

This helps to check information provided and prevent fraudulent claims.

## Fraud prevention and detection

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

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

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

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

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

## Data protection rights

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

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

# Additional benefits

## Zurich Virtual Consulting

Visit [www.zurich.co.uk/virtualconsulting](http://www.zurich.co.uk/virtualconsulting). Simply enter **your** policy number and effective date in the log-in page.

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

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

## Helpline numbers

### Zurich Travel Assistance

**Call +44 (0)1489 868 888 or visit [www.zurich.co.uk/travelassistance](http://www.zurich.co.uk/travelassistance)**

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

### Zurich's Risk Management Advice Line

**Call 0800 302 9052 when you require risk management advice**

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

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

## Claims Notification

To notify a claim please call 0800 302 9055, 24 hours a day, 365 days a year.

## Further information

For further information please visit [www.zurich.co.uk/commercial](http://www.zurich.co.uk/commercial)

The following services are provided by DAS Law Limited and/or a preferred law firm on behalf of DAS Legal Expenses Insurance Company Limited. In using these services you acknowledge that all rights and obligations relating to the provision of these services rest with DAS and that you will have no recourse to Zurich Insurance plc in this regard.

## DAS – Commercial Legal Assistance

Legal advice and protection for your business

### Helpline services

**You** can contact the DAS UK-based call centres 24 hours a day, seven days a week. However, DAS may need to arrange to call **you** back depending on the enquiry. To help DAS check and improve their service standards, they record all inbound and outbound calls, except those to the counselling service. When phoning, please advise DAS of **your** policy number and the name of the insurance provider who sold **you** the policy.

### Legal advice helpline

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

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

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

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

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

### Tax advice service

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

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

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

### Counselling service

#### Call 0344 893 9025 for confidential counselling

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

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

### Health and medical information service

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

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

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

### Business Assistance

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

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

### Online law guide and document drafting

#### DAS Employment Manual

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

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

### DAS Business Law

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

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

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

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

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

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

Alternatively you can contact DAS by telephone on:

0117 934 0066, or email: [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk).

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

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

# Definitions

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

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

## Bodily injury

Death, bodily injury, illness or disease.

## Buildings

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

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

## Business

**Your** activities as property owner and landlord including:

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

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

## Business interruption

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

## Business partner

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

## Commercial premises

**Buildings** let for commercial occupation or use including mixed use premises where parts are intended for or in use as residential occupation.

## Computers

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

## Damage

Physical loss, destruction or damage.

## Data processing system

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

## De jure or de facto

In law or as a matter of fact.

## Declared value

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

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

## Denial of service attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of service attacks include but are not limited to the:

- a) generation of excess traffic into network addresses
- b) exploitation of system or network weaknesses
- c) generation of excess or non-genuine traffic between and amongst networks.

## Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with **you**
- b) under a work experience or similar scheme
- c) hired or borrowed by **you** from another employer and working for and while under **your** direct control or supervision in connection with the **business**.

## Estimated rent receivable

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

## Excess

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

## Ground heave

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

## Hacking

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

## Incident

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

## Indemnity period

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

## Landlord's contents

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

## Landslip

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

## Maximum indemnity period

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

## Nuclear installation

Any installation of a class or description as may be prescribed by regulations made by the Secretary of State by statutory instrument being an installation designed or adapted for the:

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

## Nuclear reactor

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

## Premises

The premises stated in the schedule or certificate.

## Professional accountants' charges

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

## Purpose built flats and maisonettes

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

## Reinstatement

- a) The rebuilding or replacement of property suffering **damage** which provided that **our** liability is not increased may be carried out:
  - i) in any manner suitable to **your** requirements
  - ii) upon another site



b) the repair or restoration of property suffering **damage** in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

### Rent receivable

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

### Residential premises

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

### Subsidence

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

### Territorial limits

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

### Terrorism

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

### Underinsurance

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

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

### Unoccupied

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

### Virus or similar mechanism

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

### We, us or our

- a) In respect of the whole policy except Section E – Legal Expenses: Zurich Insurance plc.
- b) In respect of Section E: DAS Legal Expenses Insurance Company Limited.

### You or your

The person, people or the company stated in the schedule as the policyholder.

# Section A – Material damage

## Cover

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

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

- a) the sum insured, **declared value** or limit applicable to that item as stated in the schedule or certificate or
- b) the sum insured or limit remaining after deduction for any other **damage** that occurred during the same period of insurance unless **we** have agreed to reinstate the sum insured or limit.

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

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

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

## Insured events applicable to Section A – Material damage

### 1. Fire

Fire, lightning, explosion or earthquake.

### 2. Theft

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

Excluding:

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

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

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

Excluding **damage** or **business interruption**:

- a) caused by theft or attempted theft
- b) arising from confiscation, requisition or destruction by order of government or any public authority
- c) resulting from stoppage of work

### 4. Storm or flood

Storm or flood.

Excluding **damage** or **business interruption**:

- a) caused by frost, **subsidence**, **ground heave** or **landslip**
- b) in respect of gates and fences
- c) due solely to a change in the water table level

## 5. Escape of water

Escape of water from any fixed water apparatus.

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

## 6. Impact

Impact by:

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

## 7. Aerials

Falling aerials, aerial fittings or masts.

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

## 8. Leakage of fuel, beer or beverages

Leakage of:

- a) fuel oil used solely for the heating of the **buildings**
- b) beer or beverages from storage containers, fixed tanks, pipes or apparatus

## 9. Subsidence

Subsidence, ground heave or landslip.

Excluding:

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

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

**You** must give **us** notice immediately **you** become aware of any building, demolition or excavation operations being commenced on any site adjoining the **premises**. Such building, demolition or excavation operations will constitute an alteration in risk and **we** will not have accepted the revised risk unless **we** confirm in writing.

**We** may need to vary the cover in respect of **damage** and **business interruption** caused by or arising from **subsidence, ground heave** or **landslip** in respect of the relevant **premises**. **You** will be under no obligation to accept the amended terms but **we** will not accept the revised risk until **you** do so which may mean **your subsidence, ground heave and landslip** cover at the relevant **premises** is no longer valid and claims are not met.

## 10. Material damage 'All risks'

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

**Damage** by any cause.

Excluding:

- a) **damage** or **business interruption**:
  - i) caused by or resulting from any of Insured events 1 to 9
  - ii) excluded under Insured events 1 to 9
- b) **damage** or **business interruption** caused by or happening through faulty or defective design, materials, handling or workmanship, inherent fault or defect, undiscovered defect, gradual deterioration or wear and tear
 

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

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

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

this will not exclude:

  - i) **damage** or **business interruption** if it results from a cause which is not otherwise excluded
  - ii) subsequent **damage** or **business interruption** if it results from another cause which happens afterwards and is not otherwise excluded
- f) **damage** or **business interruption** caused by or resulting from:
  - i) any process of cleaning, repairing, restoring, cutting, preparation or fitting
  - ii) theft or attempted theft
  - iii) acts of fraud or dishonesty
  - iv) felling or lopping trees
- g) **damage** to:
  - i) property in transit
  - ii) property or structures in course of construction or erection and materials or supplies in respect of that property
  - iii) gates or fences or moveable property in the open caused by wind, rain, hail, sleet, snow, flood or dust
- h) accidental breakage or cracking of fixed glass or sanitaryware
  - i) in respect of Section A – Material damage, cost or expense of any kind not directly associated with the incident that caused **you** to claim unless expressly stated to be insured.

## Special exclusion applying to the Insured events

### 1. Pollution or contamination

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

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

## Material damage additional cover extensions

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

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

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

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

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

#### 2. Capital additions

This section includes:

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

but not for any increase in value during the current period of insurance at any of the **premises** insured under this policy.

Provided that:

- i) the most **we** will pay at any one situation is 10% of the sum insured for **buildings** and **landlord's contents** up to a maximum of £500,000.
- ii) **you** tell **us** as soon as reasonably possible of any extension of cover detailed above and arrange insurance cover from the date that **our** liability commenced.

#### 3. Deeds and documents

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

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

#### 4. Drains and gutters

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

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

## 5. European Union and Public Authorities including undamaged property

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

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

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

- i) the lost, destroyed or damaged property thereby insured
- ii) undamaged portions thereof
- iii) any water supply equipment at the premises supplying the sprinkler installation in undamaged portions of the premises.

Excluding:

- 1) the cost incurred in complying with the Stipulations:
  - A) in respect of **damage** occurring prior to the inception of this additional cover
  - B) in respect of **damage** not insured by this policy
  - C) under which notice has been served upon **you** prior to the happening of the **damage**
  - D) for which there is an existing requirement which has to be implemented within a given period
  - E) in respect of property entirely undamaged by any insured event hereby insured against
- 2) the additional cost that would have been required to make good the property lost, destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- 3) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the Stipulations.

Special conditions

- a) The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the **damage** or within such further time as **we** may allow during the said 12 months and may be carried out upon another site if the Stipulations so necessitate subject to **our** liability under this additional cover not being thereby increased.
- b) If **our** liability under any item of this policy apart from this additional cover is reduced by the application of any of the terms and conditions of this policy then **our** liability under this additional cover in respect of any such item will be reduced in like proportion.
- c) The total amount recoverable under any item of this policy in respect of this additional cover will not exceed:
  - i) in respect of the lost destroyed or damaged property its sum insured
  - ii) in respect of undamaged portions of property (other than foundations), 20% of the total amount for which **we** would have been liable had the property insured by the item at the **premises** where the **damage** has occurred been wholly destroyed.
- d) The total amount recoverable under any item of this policy will not exceed its sum insured.
- e) All the terms and conditions of this policy except in so far as they are varied hereby will apply as if they had been incorporated herein.

## 6. Excess – seventy two hours

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

## 7. Glass

We will pay for accidental breakage of fixed glass in windows, doors, showcases, counters and shelves which you are legally responsible for at the premises.

The most we will pay is the cost of replacing broken glass with glass of similar quality or in accordance with current standards or regulations.

We will also pay up to £500 for:

- a) the cost of boarding up until the broken glass is replaced
- b) **damage to landlord's contents** caused by breakage of glass at the premises
- c) **damage** to frames and framework of any description and the cost of removing or replacing any **landlord's contents** which may have to be removed to replace the glass.

Provided that:

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

Excluding:

- 1) silvering, lettering, bending or ornamenting any glass in excess of £1,000 any one loss
- 2) breakage of cracked or scratched glass
- 3) **damage** resulting from repairs or alterations to the premises
- 4) **damage** to glass that is more specifically insured elsewhere.

## 8. Inflation protection – day 1

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

- a) At the start of each period of insurance you will notify us of the **declared value** of the property insured by each of the applicable items. If you do not declare this we will take the last amount declared by you as the **declared value** for the following period of insurance.
- b) Our liability for the repair or restoration of property partly **damaged** will not exceed the amount which would have been payable had that property been totally destroyed.
- c) Where because of provisos a) i), ii) or iii) of Claims condition 7 claims are payable under paragraphs a) 1) or 2) of Claims condition 7 the sum insured under each item will be the **declared value** uplifted by the percentage stated in the schedule at the time of the **damage**.

## 9. Inflation protection – index linking

If index linking is stated in your schedule as applying we will automatically adjust the sums insured for **buildings** and **landlord's contents** in line with changes in suitable indices of cost. This adjustment will continue after any **damage** if the repairs or reinstatement are done without delay.

We will not charge any extra premium during the period of insurance but at the end of the period we will calculate the renewal premium based on the revised sum insured.

## 10. Mortgagees and lessors

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

## 11. Non-Invalidation

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

- a) it is without your authority or knowledge or beyond your control
- b) you tell us as soon as you become aware of the increased risk of **damage**
- c) you pay any additional premium if required.

**12. Other interests**

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

**13. Property temporarily removed**

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

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

Excluding:

- a) **damage** to **your** personal belongings or those of **your** directors, **employees** or visitors
- b) **damage** to **landlord's contents** caused by storm or flood while in the open.

**14. Repairs and alterations**

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

**15. Sanitaryware**

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

Excluding **damage** resulting from repairs or alterations to the **premises**.

**16. Trace and access**

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

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

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

**17. Waiver of subrogation rights**

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

- a) any Company standing in the relation of Parent to Subsidiary or of Subsidiary to Parent to **you**
- b) any Company which is a Subsidiary to **your** own Parent Company (in each case within the meaning of the Companies Act or Companies (N.I.) Order, as appropriate, current at the time of the **damage**)
- c) any tenant or lessee in respect of **damage** where the premium has been paid by the tenant or lessee unless the **damage** is caused by a criminal or malicious act of the tenant or lessee.



### 1. Additional costs

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

### 2. Concern for welfare costs

We will pay costs incurred following **damage** caused by the police or persons acting under their control in gaining access to the **buildings** of **residential premises** or **purpose built flats and maisonettes** as a result of their concern for the welfare of the resident.

The most we will pay is £5,000 for any one occurrence and £15,000 in any one period of insurance.

Excluding costs incurred following **damage** caused by the police in the course of criminal investigations.

### 3. Contractors' interest

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

### 4. Contractors' works

Each item under **buildings** extends to include contract works to the extent to which **you** have contracted to arrange cover.

Provided that:

- a) this additional cover shall not apply to any contract where the original contract price or contract value on completion exceeds £150,000 unless otherwise stated in the schedule, certificate or endorsements
- b) this additional cover shall only apply insofar as the contract works are not otherwise insured.

### 5. Exceptional measures

We will pay costs which **you** incur with **our** consent in taking reasonable but exceptional measures to avoid or mitigate a valid claim under this section.

Provided that:

- a) the potential claim could not have been reasonably foreseen
- b) the terms and conditions of this section will apply as if **damage** by an operative insured event had occurred.

The most we will pay is £5,000 for any one occurrence and £25,000 in any one period of insurance.

## 6. Fire extinguishment and alarm resetting expenses

Following **damage** to the **buildings** by an operative insured event **we** will pay the necessary and reasonable expenses that **you** incur in:

- a) refilling fire extinguishing appliances
- b) recharging gas flooding systems
- c) replacing used sprinkler heads
- d) refilling sprinkler tanks where costs are metered
- e) resetting fire and intruder alarms and closed circuit television systems.

## 7. Landscape gardens

**We** will pay reasonable costs and expenses necessarily incurred with **our** prior consent in repairing any **damage** caused by the emergency services to **buildings** including landscaped gardens at the **premises** for which **you** are legally responsible provided that the emergency services have attended **your premises** in response to **damage** caused by an operative insured event.

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

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

- a) the cost of movement of soil with the exception of soil necessary for surface preparation
- b) the failure of trees, shrubs or turf to become established following planting or replanting
- c) the failure of seed to germinate.

## 8. Metered supplies

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

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

## 9. Removal of nests

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

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

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

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

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

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

## 11. Selling your buildings

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

**12. Theft of the fabric of the building**

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

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

Excluding:

- a) theft or attempted theft caused or contributed to by any of **your employees** or any person lawfully on the **premises**
- b) **damage to residential premises** when the **buildings** stated in the schedule or certificate are **unoccupied** for more than 45 consecutive days.
- c) **damage to purpose built flats and maisonettes** or **commercial premises** when the **buildings** stated in the schedule or certificate are **unoccupied**.

**13. Tree felling and lopping**

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

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

Excluding:

- a) legal or local authority costs involved in removing trees
- b) costs incurred solely to comply with a Preservation Order
- c) costs incurred in respect of routine maintenance.

**14. Tree removal**

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

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

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

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

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

Provided that:

- a) all practicable steps are taken to terminate unauthorised use as soon as it is discovered
- b) the most we will pay for any one occurrence is the limit stated in the schedule.

**16. Underground cables**

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

**17. Upgrading sprinkler installations**

We will pay additional costs following **damage** to the automatic sprinkler installation at the **premises** caused by Insured events 1 to 9 and if stated in the schedule 10 occurring during the period of insurance where we require that on repair or reinstatement the installation conforms to the Loss Prevention Council Rules for Automatic Sprinkler Installations current at the time.

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

## 18. Value Added Tax

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

Provided that:

- a) i) **your** liability for such tax arises solely as a result of the **reinstatement** or repair of the **buildings** to which such items relate following **damage**
- ii) **we** have paid or have agreed to pay for such **damage**
- iii) if any payment made by **us** in respect of the **reinstatement** or repair of such **damage** shall be less than the actual cost of the **reinstatement** or repair any payment under this additional cover resulting from that **damage** will be reduced in like proportion
- iv) where a **building** has not been registered for Value Added Tax the sum insured advised to **us** will include an appropriate allowance for Value Added Tax
- b) **your** liability for such tax does not arise from the replacement **building** having greater floor area than or being better or more extensive than the **damaged building**
- c) where an option to reinstate on another site is exercised **our** liability under this additional cover will not exceed the amount of tax that would have been payable had the **building** been rebuilt on its original site
- d) **our** liability under this additional cover will not include amounts payable by **you** as penalties or interest for non-payment or late payment of tax.

Notes

- 1) For the purposes of **underinsurance** rebuilding costs will be exclusive of Value Added Tax.
- 2) **Our** liability may exceed the sum insured by an item or in the whole the total sum insured where such excess is solely in respect of Value Added Tax.
- 3) All the terms and conditions of this policy except in so far as they are varied hereby will apply as if they had been incorporated herein.

### Applicable to Section A2 – Landlord's contents

#### 1. Debris removal costs

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

Excluding:

- a) costs or expenses arising from pollution or contamination of property not insured by this policy
- b) costs in removing debris relating to a tenant's contents recoverable from another source.

## Section A1 – Buildings

### Material damage

This section is only operative if stated in the schedule.

#### Cover

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

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

- a) the sum insured, **declared value** or limit applicable to that item as stated in the schedule or
- b) the sum insured or limit remaining after deduction for any other **damage** that occurred during the same period of insurance unless **we** have agreed to reinstate the sum insured or limit.

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

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

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

## Section A2 – Landlord's contents

### Material damage

#### Cover

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

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

- a) the sum insured, **declared value** or limit applicable to that item as stated in the schedule or
- b) the sum insured or limit remaining after deduction for any other **damage** that occurred during the same period of insurance unless **we** have agreed to reinstate the sum insured or limit.

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

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

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

## Sections A1 – Buildings and Section A2 – Landlord’s contents

### Material damage

### Special provision

#### 1. Underinsurance

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

### Special conditions

#### 1. Fire extinguishing appliances, security protections, firebreak doors and shutters

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

#### 2. Unoccupied buildings cover restrictions – Commercial premises

- a) In the event of the **buildings** of any **commercial premises** becoming **unoccupied** cover will be restricted to **damage** caused by Insured events 1 – Fire and 6 – Impact only.
- b) **We** will not pay for loss or **damage** as described in:
  - i) Material damage additional cover applicable to Section A – Buildings and landlord’s contents 8 – Glass and 15- Sanitaryware
  - ii) Material damage additional cover applicable to Section A1 – Buildings 8 – Metered supplies, 9 – Removal of nests, 10 – Replacement of keys and resetting of digital locks, 13 – Tree felling and lopping, 14 – Tree removal, 15 – Unauthorised use of electricity, gas, oil or water and 16 – Underground cables.

#### 3. Unoccupied buildings cover restrictions – Purpose built flats and maisonettes and residential premises

- a) In the event of the **buildings** of any **purpose built flats and maisonettes** or **residential premises** becoming **unoccupied** for more than 45 consecutive days cover will be restricted to **damage** caused by Insured events 1 – Fire, 4 – Storm or flood, 6 – Impact, 7 – Aerials and 9 – Subsidence only.
- b) **We** will not pay for loss or **damage** as described in:
  - i) Material damage additional cover applicable to Section A – Buildings and landlord’s contents 8 – Glass and 15- Sanitaryware
  - ii) Material damage additional cover applicable to Section A1 – Buildings 8 – Metered supplies, 9 – Removal of nests, 10 – Replacement of keys and resetting of digital locks, 13 – Tree felling and lopping, 14 – Tree removal, 15 – Unauthorised use of electricity, gas, oil or water and 16 – Underground cables.
- c) When any **purpose built flats and maisonettes** or **residential premises** are **unoccupied** the cumulative excess is increased by a further amount of £250 for **buildings** and £500 for **landlord’s contents**.

#### 4. Unoccupied buildings requirements – Commercial premises

In respect of **unoccupied buildings** it is a condition precedent to **our** liability that in respect of those **buildings** that within 7 days of you first becoming aware of the unoccupancy:

- a) the gas, electricity, excluding power required for an intruder alarm or fire alarm system and water supplies are turned off at the mains and any water pipes, apparatus and tanks are drained down
- b) any devices for preventing access to the **buildings** are in full and effective operation at all times
- c) the **premises** are clear of any waste materials and redundant **landlord's contents**
- d) any accessible windows and doors are securely boarded over
- e) the letter box is permanently sealed shut or a non-combustible receptacle be permanently fixed to the letter box
- f) the **premises** be inspected at least once a week by a responsible person and a record is maintained of such inspections to ensure that there is no deterioration in the fabric of the **building** and that compliance with a) to e) continues

unless otherwise agreed by **us** in writing.

#### 5. Unoccupied buildings requirements – Purpose built flats and maisonettes and residential premises

In respect of **unoccupied buildings** it is a condition precedent to **our** liability that in respect of those buildings that within 7 days of you first becoming aware of the unoccupancy:

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

unless otherwise agreed by **us** in writing.

#### 6. Unoccupied premises notification – Commercial premises

**You** must tell **us** immediately **you** become aware that any **building** or part of any **building** at the **premises** is **unoccupied**. **We** reserve the right to apply additional terms and conditions beyond those detailed in special conditions 2 and 4 at the time **you** notify **us** including increasing the premium and requiring **you** to complete any risk improvement measures that **we** consider essential. **You** will be under no obligation to accept any additional terms applied under this condition but if **you** refuse to do so **we** may invoke general condition 4 – Cancellation notice.

#### 7. Unoccupied premises notification – Purpose built flats and maisonettes and residential premises

**You** must tell **us** immediately if any **building** or part of any **building** at the **premises** is **unoccupied** for more than 45 consecutive days. **We** reserve the right to apply additional terms and conditions beyond those detailed in special conditions 3 and 5 at the time **you** notify **us** including increasing the premium and requiring **you** to complete any risk improvement measures that **we** consider essential. **You** will be under no obligation to accept any additional terms applied under this condition but if **you** refuse to do so **we** may invoke general condition 4 – Cancellation notice.

# Section B – Loss of rental income and alternative accommodation

## Special definition

### Notifiable Diseases

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

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

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

### Cover

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

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

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

## Loss of rent receivable

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

Provided that:

- a) the **incident** is caused by an operative Insured event
- b) at the time the **incident** occurs there is insurance in force covering **your** interest in the property at the **premises** against the **incident** and that payment under the insurance:
  - i) has been made or liability has been admitted for it
  - ii) would have been made or liability admitted for it if not for a provision excluding losses below a certain amount.

**We** will pay **you**:

- 1) a) the shortfall in actual **rent receivable** during the **indemnity period** compared to the **rent receivable** **we** assess **you** would have earned at the **premises** during the **indemnity period** had the **incident** not occurred; and
- b) reasonable additional costs incurred with **our** consent solely to minimise the loss of **rent receivable** but not exceeding the amount of loss of **rent receivable** that is avoided as a result of this expenditure

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



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

- 2) reasonable costs that **you** necessarily incur in re-letting the **premises** including legal fees solely in consequence of their **damage** by an operative insured event
- 3) **professional accountant's charges.**

For the purposes of 1) above:

- A) **our** assessment of the **rent receivable you** would have earned but for the **incident** will be the actual **rent receivable** earned at the **premises** during the 12 months immediately before the **incident** that corresponds with the **indemnity period** and adjusted for the trends of your **business** and any other factors either before or after the **incident** that would have affected the **business** results
- B) in the event of a claim arising from an **incident** occurring before the completion of the first year's trading of the **business** at the **premises our** assessment of the **rent receivable you** would have earned but for the **incident** will be the proportional equivalent for a period equal to the **indemnity period** of the actual **rent receivable** earned from the date the **business** commenced to the date of the **incident** and adjusted for the trends of your **business** and any other factors either before or after the **incident** that would have affected the **business** results
- C) the actual **rent receivable** earned at the **premises** during the **indemnity period** will include **rent receivable** earned either by **you** or by others acting on **your** behalf at other locations
- D) **we** will take account of any charges or other expenses of the **business** payable out of **rent receivable** that cease or are reduced as a consequence of the **incident**
- E) to the extent **you** are accountable to the tax authorities for Value Added Tax all terms in this section will be exclusive of that tax.

The most **we** will pay is:

- a) the limit of indemnity stated in the schedule or in respect of each extension any lower limit of indemnity stated in this policy, the schedule or by endorsement applicable at the time of the **incident**
- b) the limit remaining after deduction for any other loss under this section occurring during the same period of insurance unless **we** have agreed to reinstate the limit.

## Additional cover extensions

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

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

### 1. Automatic reinstatement of sum insured

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

### 2. Capital additions rent receivable

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

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

The most **we** will pay at one **premises** during any one period of insurance is £500,000.

### 3. Loss of attraction

**Damage** by an operative Insured event during the period of insurance to property in the vicinity of the **premises** which solely and directly results in:

- a) a fall in the number of customers attracted to the **premises**; and
- b) an identifiable reduction in **income** at the **premises**

The **maximum indemnity period** is 3 months.

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

Excluding any loss:

- i) during the first 24 hours of the **indemnity period**
- ii) as a result of obstruction by storm, flood or snow

### 4. Managing agents

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

Provided that:

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

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

### 5. Notifiable Diseases and other Health Risks, Murder or Suicide

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

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

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

Provided that:

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

#### Supplementary conditions to extension 5

- 1) **You** must comply with any issues identified as Contraventions arising from a Food Premises Inspection Report within the timescales stated in that report.
- 2) **You** must notify **us** as soon as reasonably practicable of any prohibition notice, emergency prohibition notice or emergency prohibition order served against **you** or the manager of the **premises** in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any modifications to them or re-enactment of them.

Excluding:

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

## 6. Prevention of access

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

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

## 7. Public utilities

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

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

Excluding:

- a) the deliberate acts of the supply authority
- b) drought, atmospheric or weather conditions but this will not exclude failure due to **damage** to equipment caused by these conditions
- c) strikes or any labour or trade dispute.

## Special provision

### 1. Current cost accounting adjustments

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

## Special conditions

### 1. Renewal

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

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

**We** will not pay under this section if the **business** is permanently discontinued, wound up or carried on by a liquidator or receiver unless **we** have agreed to do so.

# Section C – Property owners', public and products liability

## Special definitions

### Clean up costs

- a) Testing for or monitoring of *pollution or contamination*
- b) the costs of *remediation* required by any *enforcing authority* to a standard reasonably achievable by the methods available at the time that *remediation* commences.

### Costs and expenses

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

### Enforcing authority

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

### Pollution or contamination

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

### Products

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

### Remediation

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

## Section C1 – Property owners' and public liability

### Cover

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

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

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

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

## Section C2 – Products liability

This cover is only operative if stated in the schedule

### Cover

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

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

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

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

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

#### 1. Contingent motor liability

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

Excluding:

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

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

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

Provided that:

- a) **our** liability under this additional cover extension will not exceed £2,000,000 in any one period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- b) this additional cover extension will apply only to proceedings brought in the **territorial limits**
- c) **we** consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of **you**
- d) **you** give to **us** immediate notice of any summons or other process served upon **you** which may give rise to proceedings under this additional cover extension
- e) in relation to any appeal the counsel has advised there are strong prospects of that appeal succeeding
- f) where **we** have already paid **you** in respect of legal **costs or expenses** incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another section of this policy the amount paid under that section will be taken into account in arriving at **our** liability payable under this clause.

Excluding liability:

- i) where **you** have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
- ii) in respect of fines or penalties of any kind
- iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from those proceedings in respect of a breach of:
  - 1) the Health and Safety at Work etc Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made in accordance with these Acts
  - 2) the Food Safety Act 1990 or any regulations made in accordance with this Act
  - 3) the Consumer Protection Act 1987 or any regulations made in accordance with this Act
- iv) where payment for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this additional cover extension payment would have been provided by another source or insurance.

### 3. Costs of criminal proceedings

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

- a) legal **costs and expenses** incurred with **our** written consent
- b) costs incurred with **our** written consent in the defence of any criminal proceedings brought against **you** or any **business partner** or **employee** for an alleged breach of:
  - i) the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
  - ii) Part II of the Food Safety Act 1990
  - iii) Part II of the Consumer Protection Act 1987

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

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

Excluding:

- 1) fines or penalties of any kind
- 2) costs for which **you** or any director, **business partner** or **employee** has effected a more specific legal expenses protection or insurance
- 3) proceedings or appeals consequent upon any deliberate act or omission and **you** will immediately repay **us** all **costs and expenses** paid by **us** prior to any deliberate act or omission being established
- 4) proceedings related to health, safety or welfare of **employees**.

### 4. Court attendance costs

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

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

## 5. Data Protection Act

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

Excluding:

- a) the payment of fines and penalties
- b) the cost of replacing, reinstating, rectifying or erasing any personal data.

## 6. Defective Premises Act 1972

We will also cover **you** in respect of **your** legal liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises which have been disposed of by **you**.

Excluding:

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

## 7. Environmental clean up costs

We will also cover **you** in respect of all sums including statutory debts that **you** are legally responsible to pay in respect of **clean up costs** arising from environmental damage caused by **pollution or contamination** where liability arises under an environmental directive, statute or statutory instrument.

Provided that:

- a) liability arises from **pollution or contamination** caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance; and
- b) all such **pollution or contamination** which arises out of one incident shall be deemed to have occurred at the same time that incident took place
- c) **our** liability under this additional cover extension will not exceed £1,000,000 for any one incident and in the aggregate in any one period of insurance and will be the maximum **we** will pay inclusive of all **costs and expenses**. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule; and
- d) immediate loss prevention or salvage action is taken and the appropriate authorities are notified

Excluding:

- i) **clean up costs** for **damage** to **your** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in **your** care, custody or control
- ii) **damage** connected with previously contaminated property
- iii) **damage** caused by a succession of several events where the individual event would not warrant immediate action
- iv) the removal of any risk of an adverse effect on human health on **your** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in **your** care, custody or control
- v) costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time **remediation** commences

- vi) costs for prevention of imminent threat of environmental damage where the costs are incurred without there being ***pollution or contamination*** caused by a sudden, identifiable, unintended and unexpected incident
- vii) **damage** resulting from an alteration to subterranean stores of groundwater or to flow patterns
- viii) costs for the reinstatement or reintroduction of flora or fauna
- ix) **damage** caused deliberately or intentionally by **you** or where **you** have knowingly deviated from environmental protection rulings or where **you** have knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which **you** are responsible
- x) fines or penalties of any kind
- xi) **damage** caused by the ownership or operation on behalf of **you** of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
- xii) **damage** which is covered by a more specific insurance policy
- xiii) **damage** caused by persons aware of the defectiveness or harmfulness of **products** they have placed on the market or works or other services they have performed
- xiv) **damage** caused by disease in animals belonging to or kept or sold by **you**.

## 8. Indemnity to other persons

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

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

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

Provided that:

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

## 9. Joint liabilities

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

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

## 10. Libel and slander

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

Provided that:

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



## 11. Non manual work abroad

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

## 12. Personal liability

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

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

Provided that:

- i) this will not apply to liability more specifically insured under any other insurance;
- ii) the persons listed above comply with the terms and conditions of this policy
- iii) **we** have the sole conduct and control of all claims.

Excluding any liability:

- 1) arising from any contract or agreement which imposes a liability that **you** would not otherwise have been under
- 2) arising from the ownership or occupation of land or buildings
- 3) arising from the carrying out of any trade or profession
- 4) arising from the ownership, possession or use of:
  - A) firearms excluding sporting guns
  - B) mechanically propelled vehicles
  - C) craft designed to travel through air or space
  - D) hovercraft and watercraft
  - E) animals of dangerous species as stipulated by the Animals Act 1971
- 5) arising from **damage** to property owned by or held in trust by:
  - A) **you**
  - B) any director, **business partner** or **employee**
  - C) the family of any director or **employee** while accompanying these people during temporary visits anywhere in the world for the purpose of the **business**
- 6) for accidental **bodily injury** sustained by:
  - A) **you**
  - B) any director, **business partner** or **employee**
  - C) the family of any director, **business partner** or **employee** while accompanying those people during temporary visits anywhere in the world in the **business**.

## 13. Private work

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

## Special exclusions

This section does not cover:

### 1. Aircraft products

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

### 2. Asbestos

liability, loss, cost or expense caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives

### 3. Exports to the USA or Canada

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

### 4. Exposure to ultraviolet radiation

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

### 5. Foreign operations

any associated or subsidiary company of *yours* or branch office or representative of *yours* with power of attorney domiciled outside the **territorial limits**

### 6. Liquidated or punitive damages or fines

any amount in respect of:

- a) liquidated damages, fines or penalties which attach solely because of a contract or agreement
- b) exemplary or punitive damages

### 7. Manual work away

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

### 8. Motor

liability arising from the ownership or possession or use by *you* or on *your* behalf of any mechanically propelled motor vehicle or mobile plant:

- a) which is licensed for road use
- b) for which compulsory motor insurance or security is required
- c) which is more specifically insured

provided that this exclusion will not apply in respect of liability arising during the act of loading or unloading any mechanically propelled motor vehicle or mobile plant unless it is more specifically insured

### 9. Pollution or contamination

liability in respect of *pollution or contamination* other than caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance.

All *pollution or contamination* which arises out of one incident will be deemed to have occurred at the time that incident took place

### 10. Professional advice

liability arising out of professional advice given by *you* for a fee or in circumstances where a fee would normally be charged

## 11. Property being worked on

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

## 12. Property damage excess

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

## 13. Property held in trust

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

- a) the personal effects including motor vehicles or their contents of any director, **business partner**, **employee** or visitor
- b) buildings or their contents temporarily occupied by **you** to carry out work for the purpose of the **business**
- c) premises or their fixtures and fittings hired, rented, leased or lent to **you** other than the **damage** if liability is assumed by **you** under a tenancy or other agreement and would not have attached in the absence of that agreement

## 14. Replacing or rectifying products

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

## 15. Treatment

any liability arising out of treatment or the dispensing of medicines or drugs

## 16. Vessels and craft

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

## Special provisions

### 1. Discharge of liability

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

### 2. Limit of indemnity

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

- a) **products**
- b) **pollution or contamination**

where in respect of each the limit of indemnity stated applies in the aggregate in any one period of insurance.

# Section D – Employers' liability

This section is only operative if stated in the schedule.

## Special definition

### **Costs and expenses**

- a) claimants' costs and expenses
- b) costs incurred with **our** written consent in defending any claim for damages
- c) costs incurred with **our** written consent for:
  - i) representation at any coroner's inquest or fatal injury inquiry
  - ii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission causing or relating to any event

which may be the subject of cover under this policy.

## Cover

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

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

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

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

## Additional cover extensions applicable to Section D – Employers' liability

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

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

Provided that:

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

Excluding liability:

- i) where you have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
- ii) in respect of fines or penalties of any kind
- iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from those proceedings in respect of a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made under them
- iv) where cover for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this additional cover extension cover would have been provided by another source or insurance.

## 2. Court attendance costs

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

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

## 3. Health and safety at work defence costs

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

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

in the defence of any criminal proceedings arising from an alleged breach of Section 36 or 37 of the Health and Safety at Work etc Act 1974 for an offence as defined in Section 33 of that Act or the Health and Safety at Work (Northern Ireland) Order 1978 or an offence as defined in Article 31 of that Order occurring during the period of insurance in the course of the **business** including any appeal against conviction arising from those proceedings.

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

Excluding:

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

## 4. Other people

We will also cover at your request:

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

Provided that:

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

## 5. Private work

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

## 6. Unsatisfied court judgments

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

Provided that:

- a) the **bodily injury**:
  - i) is caused during the period of insurance
  - ii) arises out of and in the course of employment in the **business**
- b) there is no appeal outstanding
- c) if a payment is made the **employee** or their personal representative will assign the judgment to **us**.

## Special exclusions

This section does not cover:

### 1. Motor

liability for which compulsory motor insurance or security is required under road traffic legislation

### 2. Work offshore

liability for **bodily injury** caused:

- a) on any offshore installation or support or accommodation vessel for any offshore installation
- b) in transit to, from or between any offshore installation or support or accommodation vessel for any offshore installation

### 3. Work overseas

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

## Special provision

### 1. Limit of indemnity – terrorism

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

# Section E – Legal expenses

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

## Important Note

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

## Special definitions

### Appointed representative

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

### Aspect enquiry

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

### Costs and expenses

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

### Countries covered

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

### Cross tax enquiry

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

### DAS standard terms of appointment

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

### Date of occurrence

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

### **Employer compliance dispute**

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

### **Full enquiry**

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

### **Insured person**

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

### **Period of insurance**

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

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

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

### **Reasonable prospects**

a) For civil cases the prospects that the **insured person** will:

- i) recover losses or damages or a reduction in tax or National Insurance liabilities
- ii) obtain any other legal remedy that **we** have agreed to including an enforcement of judgment
- iii) make a successful defence or make a successful appeal or defence of an appeal

must be at least 51%.

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

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

### **The premises**

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

### **VAT dispute**

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



## Cover

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

Provided that:

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

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

Provided that:

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

We will not pay:

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

## Insured incidents

### A. Employment disputes and compensation awards

#### A1. Employment disputes

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

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

**We will not pay any claim relating to:**

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

## A2. Compensation awards

**We will pay:**

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

Provided that:

- i) in cases relating to performance and/or conduct **you** have throughout the employment dispute either:
  - 1) followed the ACAS Code of Disciplinary and Grievance Procedures
  - 2) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland
  - 3) sought and followed advice from **our** legal advice service (Telephone 0844 893 9022)
- ii) for an order of compensation following **your** breach of statutory duty under employment legislation **you** have at all times sought and followed advice from **our** legal advice service since the date when **you** should have known about the employment dispute (Telephone 0844 893 9022)
- iii) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **you** have sought and followed advice from **our** Claims Department before starting any redundancy process or procedure with **your** employee (Telephone 0844 893 9022)
- iv) the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by **us**.

**We will not pay:**

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

### A3. Employee civil legal defence

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

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

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

### A4. Service occupancy

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

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

### A5. Eviction of squatters from residential premises

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

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

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

## B. Legal defence

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

### B1. Criminal pre-proceedings cover

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

### B2. Criminal prosecution defence

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

### B3. Data protection and Information Commissioner registration

- a) if civil action is taken against the *insured person* for compensation under section 13 of the Data Protection Act 1998. **We** will also pay any compensation award made against the *insured person* under section 13 of the Data Protection Act 1998
- b) in an appeal against the refusal of the Information Commissioner to register **your** application for registration provided that at the time of the insured incident **you** have registered with the Information Commissioner.

### B4. Wrongful arrest

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

## B5. Statutory notice appeals

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

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

## B6. Jury service and court attendance

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

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

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

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

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

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

## C. Statutory licence appeal

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

**We** will not cover any claim relating to:

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

## D. Contract disputes

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

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

Provided that:

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

**We** will not cover any claim relating to:

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

## **E. Debt recovery**

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

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

Provided that:

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

**We** will not cover any claim relating to:

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

## F. Lease disputes

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

We will negotiate for **your** legal rights:

- 1) in a dispute with a tenant arising from a breach or alleged breach of the tenancy agreement which relates to the use or the maintenance of **the premises**, excluding repossession, recovery of money and dilapidations:
- 2) to obtain possession of **the premises**, provided that, where appropriate, all statutory and contractual notices have been correctly served by **you** on the tenant;
- 3) to recover money and interest due from a lease, licence or tenancy of **the premises**, including enforcement of judgment, provided that:
  - i) the amount in dispute exceeds £250 and a claim is made within 90 days of the money becoming due and payable or, if it is rent that is owed, it must have been overdue for at least one calendar month
  - ii) if **you** accept payment (or part payment) of any rent arrears from the tenant, **you** must provide proof **you** have warned the tenant this does not prevent **you** taking further action against them to recover monies owed
  - iii) where the tenant is a limited company, **you** must have sought and followed advice from the **appointed representative** before accepting payment of rent arrears
  - iv) the other party does not intimate that a defence exists.
- 4) in a dispute relating to dilapidations to **the premises**, provided that:
  - i) the amount in dispute exceeds £1,000
  - ii) prior to the tenancy beginning, a detailed inventory, which notes the condition of all items on the inventory, is prepared by **you**
  - iii) after the tenant has vacated **the premises**, a detailed Schedule of Dilapidations is prepared by **you**.
- 5) in defending any allegation of nuisance arising from **the premises** used solely for residential purposes.

Excluding:

- 1) Any claim where the cause of action arises within 90 days of the start of this cover.
- 2) A dispute arising from or relating to:
  - i) the negotiation, review or renewal of the lease or tenancy agreement
  - ii) any matter relating to service charges
  - iii) rent, tax or building regulations or decisions or compulsory purchase orders or restrictions or controls placed on **your** material property by any government or public or local authority
  - iv) any claim relating to registering rents, reviewing rents, buying the freehold of **the premises** or any matter that relates to rent tribunals, the leasehold valuation tribunal, land tribunals or rent assessment committees
  - v) any planning application, review or decision
  - vi) mining subsidence.
- 3) Any claim relating to:
  - i) land or premises used for agricultural purposes
  - ii) any arbitration or Agricultural Land Tribunal hearing relating to any dispute arising out of a contract of tenancy or lease regulated by the 1986 Agricultural Holdings Act or 1995 Agricultural Tenancies Act or at hearings of the Scottish Land Court relating to disputes arising out of a contract of tenancy or lease regulated by the 1991 Agricultural Holdings (Scotland) Act or 2003 Agricultural Holdings (Scotland) Act under the terms of the tenancy or lease or as directed by statute.

## G. Property protection

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

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

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

We will not cover any claim relating to:

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

## H. Personal injury

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

We will not cover any claim relating to:

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

## I. Tax protection

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

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

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

We will not cover any insured incident:

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

## Special exclusions applicable to Section E

We will not pay for:

### 1. A dispute with DAS

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

### 2. Bankruptcy

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

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

### 3. Calendar date devices

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

### 4. Costs we have not agreed

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

### 5. Court awards and fines

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

### 6. Defamation

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

### 7. Deliberate acts

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

### 8. Franchise or agency agreements

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

### 9. Intellectual property rights

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

### 10. Judicial review

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

### 11. Late reported claims

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

### 12. Legal action we have not agreed

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



### 13. Litigant in person

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

### 14. Nuclear, war and terrorism risks

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

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

### 15. Shareholding or partnership disputes

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

## Special conditions applicable to Section E

### 1. Arbitration

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

### 2. Assessing and recovering costs

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

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

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

### 4. Cancelling this section

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

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

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

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

### 6. Expert opinion

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

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

## 7. Fraudulent claims

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

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

## 8. Keeping to the policy terms

An *insured person* must:

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

## 9. Law that applies

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

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

## 10. Offers to settle a claim

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

## 11. Other insurances

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

## 12. 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.

## 13. Your representation

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

- c) If you choose a law firm as **your appointed representative** that is not a **preferred law firm or tax consultancy** we will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm or tax consultancy**. However if they refuse to act on this basis the most we will pay is the amount we would have paid if they had agreed to the **DAS standard terms of appointment**.
- d) The **appointed representative** must co-operate with us at all times and must keep us up to date with the progress of the claim.

#### 14. 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.

#### 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 DAS Head Office address.

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

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

If you are still not satisfied and are a small business, you can contact the Insurance Division of the Financial Ombudsman Service at:

Exchange Tower | Harbour Exchange Square | London | E14 9SR

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

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

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service.

You can contact the Legal Ombudsman Service at: PO Box 6806 | Wolverhampton | WV1 9WJ

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

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

#### Helping you with your legal problems

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

#### Making a claim

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

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

# Section F – Equipment breakdown

This section is only operative if stated in the schedule.

## Special definitions

### **Breakdown**

- a) The electrical or mechanical failure of **equipment** arising from internal causes which requires repair or replacement to enable normal operation to continue.
- b) The actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary.
- c) Fracturing of any part of the **equipment** by frost which requires repair or replacement to enable normal operation.

### **Equipment**

Electrically and mechanically powered machinery and equipment forming part of the **buildings** or **landlord's contents** but excluding;

- a) domestic audio visual, home entertainment, laundry or kitchen equipment used in private living quarters
- b) vehicles, aircraft, floating vessels or equipment mounted on such vehicle (other than recovery cranes or loading equipment), contractors' plant or other self propelled plant (except fork lift trucks at the premises)
- c) brickwork, foundations, masonry, cabinets, compartments, chimneys, insulating or refractory materials
- d) sewer piping, sprinkler piping, underground vessels or piping,
- e) water piping unless forming part of heating, refrigeration or air conditioning system
- f) stock in trade or products of your **business**
- g) equipment belonging to **your** tenants.

### **Explosion or Collapse**

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

### **Hazardous substance**

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

### **Incident**

Damage to:

- a) **equipment** caused by its **breakdown**
- b) i) any item of pressure plant forming part of the **equipment** by its own **explosion or collapse**  
ii) other property belonging to **you** or in **your** custody and control directly resulting from **explosion or collapse** of pressure plant forming part of the **equipment**.

## Section F1 – Equipment breakdown

### Cover

#### 1. Breakdown

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

- a) the amount of the reduction in value of the **equipment** that has sustained **damage** after deduction for wear and tear occurring prior to the **damage**
- b) the costs for which repairs can be completed including reasonable dismantling and erection costs incurred by **you** and for which **you** are responsible

whichever is the lesser.

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

- i) the cost of **reinstatement** is actually incurred; and
- ii) the work of **reinstatement** is done without unreasonable delay; and
- iii) if the **equipment** is also insured under any other policy of insurance the same basis of settlement applies under both policies.

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

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

#### 2. Explosion or collapse of pressure plant

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

- a) any item of pressure plant forming part of the **equipment** by its own **explosion or collapse**
- b) other property belonging to **you** or in **your** custody and control directly resulting from **explosion or collapse** of pressure plant forming part of the **equipment**

**we** will pay **you**:

- a) the amount of the reduction in value of the **equipment** that has sustained **damage** after deduction for wear and tear occurring prior to the **damage**
- b) the costs for which repairs can be completed including reasonable dismantling and erection costs incurred by **you** and for which **you** are responsible

whichever is the lesser.

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

- i) the cost of **reinstatement** is actually incurred; and
- ii) the work of **reinstatement** is done without unreasonable delay; and
- iii) if the **equipment** is also insured under any other policy of insurance the same basis of settlement applies under both policies.

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

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

The **excess** applicable to this section is £250 and may be amended by endorsement.

## Additional cover extensions applicable to Section F1 – Equipment breakdown

### 1. Expediting expenses

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

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

### 2. Hazardous substances

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

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

### 3. Loss avoidance measures

We will pay for reasonable costs necessarily incurred by you in taking exceptional measures to

- a) prevent imminent **damage**
- b) minimise further loss following **damage** to **equipment**

that would be covered under this section.

Provided that:

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

## Section F2 – Loss of rental income following equipment breakdown

### Cover

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

We will pay you:

- a) the shortfall in actual **rent receivable** during the **indemnity period** compared to the **rent receivable** we assess you would have earned at the **premises** during the **indemnity period** had the **incident** not occurred
- b) reasonable extra expenses that you necessarily incur in order to reduce the loss of **rent receivable** during the **indemnity period** but not exceeding the loss of **rent receivable** described in a) that is avoided as a direct result of such expenditure.
- c) **professional accountants' charges**.

We will take into account in calculating the payment:

- i) any savings during the **indemnity period** from **business** expenses payable out of **rent receivable** which stop or are reduced as a result of the **incident**
- ii) any **rent receivable** you earn from conducting the **business** elsewhere during the **indemnity period**.

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

## Special exclusions

This section does not cover:

### 1. Consequential loss

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

### 2. Excluded parts

In respect of section F1 **damage** to and in respect of section F2 loss resulting from **damage** to:

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

### 3. Gradually operating causes

the cost of rectifying or making good or **business interruption** arising from:

- a) wear and tear, gradually developing defects, flaws, deformation, distortion, cracks or partial fractures, loose parts, defective joints or seams
- b) any form of corrosion or erosion however arising

### 4. Inadequate maintenance, modifications and non-compliance with recall notices

**damage** or **business interruption** arising from:

- a) non-compliance by **you** with the maintenance requirements specified by the *equipment* manufacturer or supplier
- b) modifications to that item beyond the specifications laid down by its manufacturer
- c) non-compliance by **you** with a recall notice issued by the *equipment* manufacturer or supplier

### 5. Installation, testing and maintenance

In respect of section F1 **damage** to any item of *equipment* and in respect of section F2 loss resulting from **damage** to any item of *equipment*:

- a) which has not successfully completed its performance acceptance tests
- b) occurring within 28 days of its initial installation at the **premises**
- c) which at the time of its occurrence is undergoing a hydraulic test or any form of testing involving abnormal stresses or intentional overloading
- d) caused by the application of any tool or process in the course of its maintenance, inspection, repair, alteration, modification or overhaul

### 6. Maintenance, guarantee, rental, hire tenancy and lease agreements

**damage** or **business interruption** for which:

- a) any manufacturer, supplier, agent or maintenance undertaking is responsible under the terms of a guarantee or maintenance agreement
- b) **you** are relieved of responsibility under any rental, hire, tenancy or lease agreement

## Special provisions

### 1. Current cost accounting adjustments

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

### 2. Obsolete or foreign plant

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

### 3. Value Added Tax

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

## Special condition

### 1. Precautions

**You** will exercise due diligence in:

- a) complying with any statute or order
- b) ensuring that all *equipment* and pressure plant are properly maintained and used in accordance with manufacturer's recommendations.



# Section G – Terrorism

This section is only operative if stated in the schedule.

## Special definitions

### **Phishing**

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

### **Terrorism**

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

## Cover

## Section G1 – Certified terrorism

In the event of:

- a) **damage** to property insured under Section A
  - b) **business interruption** insured under Section B
- caused by or arising from **terrorism** we will pay you the amount of the loss.

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

Provided that:

- i)
  - 1) Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority issue a certificate certifying an event or occurrence to have been **terrorism**
  - 2) or Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence to have been **terrorism** and that refusal is reversed by the decision of a validly constituted tribunal
- ii) the **damage** and/or **business interruption** occurs in England, Wales or Scotland but not the territorial seas adjacent to them as defined by the Territorial Sea Act 1987 and not Northern Ireland, the Channel Islands or the Isle of Man
- iii) in any action, suit or other proceedings where we allege that any **damage** or **business interruption** is not covered under Section G1 the burden of proving that the **damage** or **business interruption** is covered will fall upon you.

Excluding:

- 1) any losses whatsoever:
  - A) occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
  - B) directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from the alteration, modification, distortion, corruption of or damage to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data or any part of them whether tangible or intangible including but without limitation any information or programs or software or 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 the loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**
- 2) any type of property which has been specifically excluded under Sections A or B of this policy
- 3) any **nuclear installation** or **nuclear reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve the **nuclear installation** or **nuclear reactor**.

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

- 1) any Long Term Agreement applying to this policy
- 2) any terms which provide for adjustments of premium based upon declarations on expiry or during the period of insurance
- 3) any extension of **premises** to locations outside England and Wales and Scotland.

## Section G2 – Uncertified terrorism

In the event that:

- a) Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence to have been **terrorism**; and
  - b) the refusal is upheld by the decision of a validly constituted tribunal
- general exclusion 5 of this policy will not apply to Sections A or B in respect of the event or occurrence.

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

Provided that:

- i) the event or occurrence and the **damage** to property insured and/or **business interruption** that result from it occurs in England, Wales or Scotland but not the territorial seas adjacent to them as defined by the Territorial Sea Act 1987 and not Northern Ireland, the Channel Islands or the Isle of Man
- ii) other than to the extent they are altered by proviso i) of Section G2 all the terms, definitions, exclusions (except general exclusion 5), provisions and conditions applicable to Sections A and B will apply to Section G2.

# General exclusions

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

This policy does not cover:

## 1. Date related performance and functionality

loss or **damage**, consequential loss, additional expenditure or extra expenses, legal liability, fees, costs, disbursements, awards or other expenses of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

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

whether the **data processing system** is your property or not but in respect of all insurances other than Section C – Property owners' public and products liability this will not exclude subsequent **damage** or consequential loss, additional expenditure or extra expenses not otherwise excluded which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any vehicle or by goods falling from them or by any animal if covered by this policy

## 2. Electronic risks

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

- a) **damage** caused by **virus or similar mechanism** or **hacking** or **denial of service attack** to any **computer** or other equipment, component, system or item which processes, stores, transmits, retrieves or receives data or any part thereof whether tangible or intangible including but without limitation any information, programs or software and whether the property is insured or not
- b) **business interruption** directly or indirectly caused by or arising from **virus or similar mechanism** or **hacking** or **denial of service attack**

but this will not exclude subsequent **damage** or **business interruption** insured under this policy which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons provided there is evidence of physical force or violence, theft or attempted theft, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any vehicle or by goods falling from them or by any animal if covered by this policy

## 3. Northern Ireland civil commotion

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

**damage** or **business interruption** in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion

## 4. Nuclear and war risks, government or public authority order and sonic bangs

death, injury, disablement or loss or **damage** to any property or any loss or expense resulting or arising from or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any **nuclear installation, nuclear reactor** or other nuclear assembly or nuclear component thereof
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes
- e)
  - i) war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power
  - ii) nationalisation, confiscation, requisition, seizure or destruction by any government or public authority
- f) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

## 5. Terrorism

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

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

In any action or suit or other proceedings where **we** allege that by reason of this exclusion cover is not provided under this policy the burden of proving that cover is provided under this policy will be upon **you**.

# General conditions

The following conditions apply to the whole policy except Section E – Legal expenses. Other special conditions that may be applicable to a section of cover will be set out in the section of cover.

## 1. Alteration

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

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

If **you** do not notify **us** of any such change **we** may exercise one or more of the options described in clauses c) i), ii) and iii) of general condition 7 – Fair presentation of the risk but only with effect from the date of the change in circumstances or material facts.

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

## 2. Arbitration

If **we** admit liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law at the time. **You** may not take any legal action against **us** over the dispute prior to the arbitrator having reached a decision.

## 3. Cancellation

If **you** decide **you** do not want to accept this policy or any subsequent renewal of it please tell **us** (or your broker or insurance intermediary) within 14 days of receiving this policy or renewal notice. **We** will charge **you** on a pro rata basis for the time **we** have been on cover subject to a minimum premium of £50 plus insurance premium tax (IPT).

If this policy is cancelled at any other time **we** will charge **you** on a pro rata basis for the time **we** have been on cover subject to a minimum premium of £50 plus insurance premium tax (IPT).

**We** will not refund any premium if **we** have paid a claim or one is outstanding when the policy is cancelled. Where a claim is submitted after the policy has been cancelled **we** will deduct the amount of any premium returned to **you** following the cancellation from any claim payment **we** may make to **you**. If **you** are paying by instalments and **you** have made a claim **you** must still pay **us** the balance of the full annual premium. If **you** do not do this **we** may take the balance of any outstanding premium from any claim payment **we** are making to **you** subject to the Consumer Credit Act 1974 if it applies.

## 4. Cancellation notice

**We** have the right to cancel this policy or any section or part of it by giving 14 days notice in writing to **your** last known address.

**You** will be entitled to a pro rata return of premium from the date of cancellation.

**We** will not refund any premium if **we** have paid a claim or one is outstanding when the policy is cancelled. Where a claim is submitted after this policy has been cancelled **we** will deduct the amount of any premium returned to **you** following the cancellation from any claim payment **we** may make to **you**. If **you** are paying by instalments and **you** have made a claim **you** must still pay **us** the balance of the full annual premium. If **you** do not do this **we** may take the balance of any outstanding premium from any claim payment **we** are making to **you**.

## 5. Compulsory insurance

**You** must repay **us** any amounts which **we** are required by compulsory insurance legislation to pay out under this policy to the extent that **we** would not otherwise have been liable to make such payments on account of a breach of any of the terms or conditions of this policy.

## 6. Contractual right of renewal (tacit)

If **you** pay the premium to **us** using **our** Direct Debit instalment scheme **we** will have the right which **we** may choose not to exercise to renew this policy each year and continue to collect premiums using this method. **We** may vary the terms of this policy including the premium at renewal. If **you** decide that **you** do not want **us** to renew this policy provided **you** tell **us** or **your** broker or insurance intermediary prior to the next renewal date **we** will not renew it.

## 7. Fair presentation of the risk

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

- d) Where this policy provides cover for any person other than **you** and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession **we** will not invoke the remedies which might otherwise have been available to **us** under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than **you**.

Provided always that if the person concerned or **you** acting on their behalf makes a careless misrepresentation of fact **we** may invoke the remedies available to **us** under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

## 8. Fraudulent claims

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

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

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

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

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

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

## 9. Legal representatives

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

## 10. Payment by instalments

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

## 11. Reasonable care

**You** will take any reasonable steps to protect the property, prevent accidents and comply with laws, bye-laws or regulations and take reasonable care in the selection and supervision of **employees**.

## 12. Sanctions

Notwithstanding any other terms of this policy **we** will be deemed not to provide cover nor will **we** make any payment or provide any service or benefit to **you** or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of **yours** would violate any applicable trade or economic sanctions law or regulation.

# Claims conditions

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

## 1. Claim notification

Upon learning of any circumstances likely to give rise to a claim **you** must:

- a) tell **us** as soon as reasonably possible and give **us** any assistance **we** may reasonably require
- b) as soon as is reasonably possible tell the police if the **damage** is by theft or attempted theft or by riot or civil labour or political disturbances or vandals or malicious people
- c) immediately send to **us** any writ or summons issued against **you**
- d) supply at **your** own expense full details of the claim in writing including any supporting evidence and information that **we** require within the following periods:
  - i) 7 days for **damage** by riot or civil, labour or political disturbances or vandals or malicious people
  - ii) 30 days after the expiry of the **indemnity period** under Section B – Loss of rental income
  - iii) 30 days after any other **damage**, interruption or **bodily injury**
- e) take action to minimise the **damage** and to avoid interruption or interference with the **business** and to prevent further injury or **damage**.

## 2. Claim settlement

**We** will have the right to settle a claim by:

- a) the payment of money
- b) reinstatement or replacement of the property lost or damaged
- c) repair of the property lost or damaged.

If **we** decide upon reinstatement, replacement or repair **we** will do so in a reasonable manner but not necessarily to its exact previous condition or appearance. **We** will not spend on any one item more than its sum insured.

## 3. Negotiation or settlement

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

## 4. Other insurance

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

## 5. Right of entry

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

## 6. Salvage

**We** have the right to the salvage of any insured property.

## 7. Section A – Material damage reinstatement

- a) In respect of each item on **buildings** and **landlord's contents'** **we** will pay the cost of **reinstatement** of the **damaged** part of the property insured.

Provided that:

- i) the cost of **reinstatement** is actually incurred; and
- ii) the work of **reinstatement** is done without unreasonable delay
- iii) if the property insured is also insured under any other policy the same basis of settlement applies under both policies.

Where provisos i), ii) or iii) are not complied with **we** will pay **you** the lesser of:

- 1) the amount of reduction in value of the property insured caused by its **damage** after deducting for wear and tear occurring before the **damage**
- 2) the cost for which repairs could have been completed.

The amount **we** pay will be adjusted for:

- i) **underinsurance** where applicable; and
- ii) the **excess**.

## 8. Subrogation rights

**We** are entitled to:

- a) take the benefit of **your** rights against another person prior to or after **we** have paid a claim
- b) take over the defence or settlement of a claim against **you** by another person.



# Our complaints procedure

## Our commitment to customer service

We are committed to providing a high level of customer service. If you do not feel we have delivered this, we would welcome the opportunity to put things right for you.

## Who to contact in the first instance

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

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

## Most complaints can be resolved within 3 business days

If we can resolve your complaint to your satisfaction within 3 business days we will do so and we will write to you to confirm. (A business day is defined as Monday to Friday, but excluding bank holidays.)

## Complaints that take longer than 3 business days to resolve

If we have not been able to resolve your complaint to your satisfaction within 3 business days, we will keep you updated with progress and provide you with our decision as quickly as possible. This will be in the form of a final decision letter from our Customer Relations Team.

## Next steps if you are still unhappy

If you are not happy with the outcome of your complaint, you can ask the Financial Ombudsman Service to review your case. You will need to contact them within 6 months of the date of our final decision letter.

You can also ask the ombudsman to review your case if we have not provided you with a final decision within 8 weeks of receiving your complaint.

The ombudsman can help with most complaints if you are:

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

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

The service they provide is free and impartial. They can be contacted as follows:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

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

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

Website: <http://www.financial-ombudsman.org.uk>

## The Financial Services Compensation Scheme (FSCS)

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







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**Zurich Insurance plc**

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