

Commercial Property

**Property  
Investors  
Policy**



# Commercial Property

## Property Investors Policy

Arch Insurance Company (Europe) Ltd

### Useful Information

Should you require a hard copy of the policy schedule or policy wording please contact your broker

#### **How to make a claim**

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

Please have Your policy number to hand when calling.

# Contents

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

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# Policy Information

(not forming part of your policy)

This Policy is underwritten by Arch Insurance Company (Europe) Limited, Registered address: 5th Floor, Plantation Place South, 60 Great Tower Street, London, EC3R 5AZ.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA Register Number 229887

This is your Commercial Property - Property Investors policy, setting out your insurance protection in detail.

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

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

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

## Fair Processing Notice

The privacy and security of your information is important to us. This notice explains who we are, the types of information we hold, how we use it, who we share it with and how long we keep it. It also informs you of certain rights you have regarding your personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

### Who are we?

Arch Insurance Company (Europe) Limited which is part of the Arch Insurance group ("Arch"). Arch is the Data Controller of the information you provide us and is registered with the Information Commissioner's Office for the products and services we provide to you.

You can contact us for general data protection queries by email to [ArchDPO@archcapservices.com](mailto:ArchDPO@archcapservices.com), or in writing to Arch Group Data Protection Officer, Arch Capital Services Inc, 360 Hamilton Avenue, Suite 600, White Plains, New York 10601. Please advise us of as much detail as possible to comply with your request.

### What information do we collect?

We will collect personal information which may include your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to your enquiry or product and payment details (including bank account number and sort code) which we need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing you with the product, service or for processing a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. We will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If you object to use of this information then we will be unable to offer you the product or service requested.

## How do we use your personal information?

We will use your personal information to

- assess and provide the products or services that you have requested
- communicate with you
- develop new products and services
- undertake statistical analysis

We may also take the opportunity to

- contact you about products that are closely related to those you already hold with us
- provide additional assistance or tips about these products or services
- notify you of important functionality changes to our websites

We make outbound phone calls for a variety of reasons relating to many of our products or services (for example, to update you on the progress of a claim or to discuss renewal of your insurance contract). We are fully committed to the regulations set out by Ofcom and follow strict processes to ensure we comply with them.

To ensure confidentiality and security of the information we hold, we may need to request personal information and ask security questions to satisfy ourselves that you are who you say you are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

## Securing your personal information

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information you provide to us, including information provided via forms you may complete on our websites, and information which we may collect from your browsing (such as clicks and page views on our websites).

Any new information you provide us may be used to update an existing record we hold for you.

## When do we share your information?

To help us prevent financial crime, your details may be submitted to fraud prevention agencies and other organisations where your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Arch Insurance group, third parties (for example insurers or loss adjusters) deliver some of our products or provide all or part of the service requested by you. In these instances, while the information you provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to you or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment.

# Policy Information

The data we collect about you may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for us or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information you have requested.

If we provide information to a third party we will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this fair processing notice.

We may of course be obliged by law to pass on your information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share your information with anyone you have authorised to deal with us on your behalf.

## How long do we keep your information for?

We will not keep your personal information longer than is necessary for the purpose for which it was provided unless we are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service we provide. In certain cases, we will keep your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by you or a third party at a future date, even after your contract with us has ended.

## Your rights

Under data protection law you have the right to change or withdraw your consent and to request details of any personal data that we hold about you.

Where we have no legitimate reason to continue to hold your information, you have the right to be forgotten.

We may use automated decision making in processing your personal information for some services and products. You can request a manual review of the accuracy of an automated decision that you are unhappy with.

Further details of your rights can be obtained by visiting the Information Commissioner's Office website at <https://ico.org.uk/>.

# Policy Introduction

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

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

## Fees

We charge underwriting fees on this policy. They are charged at New Business and Renewal for arranging and administering the cover on your behalf. The amount charged will be documented within your policy documents under the premium section.



**Steve Bashford**  
**Chief Executive Officer of Arch UK Retail**  
**A division of Arch Insurance Company (Europe) Limited**

## Important

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

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

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

## Your Obligations under the Policy

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

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

## Steps to be taken if You cannot comply

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

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

Arch Insurance Company (Europe) Ltd  
5th Floor  
Plantation Place South  
60 Great Tower Street  
London  
EC3R 5AZ

## Choice of Law

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

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

The contractual terms conditions exclusions and other information relating to this policy will be in the English language

# Policy Definitions

(not applicable to the Legal Expenses Insurance Section)

Wherever the following words and phrases appear in the Policy they will always have these meanings.

Additional definitions appear under other sections of the Policy

## Business

The ownership by the Insured of the Property Insured including

- a) maintenance occupation or use of the Property Insured by the Insured
- b) the provision and management of canteen sports social or welfare organisations for the benefit of Employees and fire security first aid medical and ambulance services
- c) private work undertaken with the prior consent of the Insured by Employees for any director or senior official of the Insured

## Company/Our/Us/We

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

Arch UK Retail consists of certain FCA registered companies of the Arch Insurance Group, including Thomas Underwriting Agency Ltd (FCA number 304302) and Axiom Underwriting Agency Ltd (FCA number 441460) who may act as intermediaries for certain insurers. Arch Insurance Company (Europe) Limited is registered in England No 4977362.

Registered Address: 5th Floor, Plantation Place South, 60 Great Tower Street, London, EC3R 5AZ.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA Number 229887.

### (2) Legal Expenses Section

DAS Legal Expenses Insurance Company Limited, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 202106

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

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

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

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

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority.

## Condition Precedent

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

## Contents

Fixtures and fittings (not forming a permanent part of the structure) furniture furnishings utensils and domestic appliances belonging to You or for which you are responsible excluding

1. Trade stock and materials
2. jewellery, watches, furs, precious metals, precious stones, or articles made from them
3. curios, works of art, antiques, sculptures, or rare books,
4. property more specifically insured elsewhere

## Contents of Common Parts

Contents in the communal areas to which all tenants have access of the premises shown in the schedule

## Contract Works

Temporary or permanent works executed or in the course of execution at the Premises by or on behalf of the Insured for the purposes of alterations or improvements to the Premises including unfixed materials on site for use in connection therewith

## Compensation

Damages including interest.

## Damage

Accidental loss or destruction of or damage

## Defined Peril

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

## Employee

- a) Any person under a contract of service or apprenticeship with the Insured
- b) Any person who is hired to or borrowed by the Insured



# Policy Definitions

- c) Any person engaged in connection with a work experience or training scheme
- d) Any labour master or person supplied by him
- e) Any person engaged by labour-only sub-contractors
- f) Any self-employed person working on a labour-only basis under the control or supervision of the Insured
- g) Any voluntary helper

while working for the Insured in connection with the Business

## Excess

The amount which You must pay as the first part of every claim

## Injury

Bodily injury death disease illness or nervous shock

## Insured/You/Your/Policyholder

The Person(s) or company named in the Schedule as the Policyholder

## Money

Cash bank and currency notes cheques crossed bankers drafts postal orders luncheon vouchers current postage stamps trading stamps National Insurance stamps Holiday with Pay stamps National Savings stamps National savings certificates Premium Bonds credit sales vouchers or receipts VAT purchase invoices unexpired units in franking machines gift tokens and consumer redemption vouchers belonging to the Insured or for which the Insured are responsible

## Non-standard Construction

Constructed of materials other than those detailed in the definition Standard Construction

## Offshore

From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform

## Period of Insurance

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

## Policy

The Policy and Schedule and any endorsements attached or issued

## Premises

The Premises specified in the Schedule.

## Proposal

The signed Proposal or Statement of Fact and declaration and any additional information supplied to the Company by or on behalf of the Insured

## Schedule

The document which specifies details of the Policyholder, the Premises, property insured, Limits of Indemnity and any Excesses, endorsements, and Conditions applying to the Policy

## Standard Construction

Brick stone or concrete built and roofed with slates tiles metal concrete or sheets or slabs composed entirely of incombustible mineral ingredients and plastic roof lights

## Territorial Limits

- a) Great Britain Northern Ireland the Channel Islands or the Isle of Man other than Offshore
- b) Elsewhere in the world other than Offshore in connection with temporary visits undertaken in the course of the Business by any person normally resident in the territories described in a) above

## Unoccupied

Wholly Unoccupied or any Unoccupied portion thereof or not in use for a period in excess of 30 days



# Section 1 – The Buildings

## The Cover

Subject to the terms definitions exclusions and conditions of the Policy the Company will if any of the Property Insured be accidentally lost destroyed or damaged pay to the Insured the value of the property at the time of its loss or destruction or the amount of the damage or at the Company's option reinstate or replace such property or any part of it

## Property Insured

- a) The buildings insured shown in the Schedule including
- i) outbuildings annexes gangways conveniences foundations or footings (unless otherwise excluded) yards forecourts car parks roads pavements landscaping planters ornamental features and statues walls gates fences together with landlords fixtures and fittings therein and thereon tenants improvements interior decorations telecommunication aerials aerial fittings and masts fuel tanks and their ancillary equipment pipework and the like underground pipes drains piping ducting cables wires and associated control gear and accessories on the premises and extending to the public mains but only to the extent of the Insureds responsibility
  - ii) in respect of blocks of flats and private dwellings only patios terraces hedges paths drives cess pits and septic tanks swimming pools squash and tennis courts gymnasia used by tenants for domestic and leisure purposes communal television and radio receiving aerials satellite dishes and related fittings
  - iii) fitted carpets and other furnishings excluding fitted carpets and other furnishings within properties or portions thereof which are let for domestic purposes
  - iv) fixed glass in windows doors fanlights skylights partitions and fixed sanitaryware
  - v) contents of fuel tanks portable communal property in the open grounds of and used in connection with the buildings Belonging to You or for which You are responsible
- b) Contents and Contents of Common Parts
- Contents belonging to You or for which You are responsible of common parts of the buildings including
- i) money for an amount not exceeding £1,000 in total
  - ii) deeds documents and manuscripts and business books but only for the cost of the materials and clerical labour and computer time expended in reproducing such records for an amount not exceeding £25,000 in total
  - iii) computer system records but only for the cost of the materials and clerical labour and computer time expended in reproducing such records for an amount not exceeding £25,000 in total

subject in respect of all other Contents to the limit shown in the Schedule

## Excesses

This Section does not cover the amounts stated in the following paragraph in respect of each and every loss as ascertained after the application of all other terms and conditions of the Policy including any Condition of Average

Cause of Damage	Amount
1. Damage by fire lightning explosion aircraft riot civil commotion strikers locked out workers persons taking part in labour disturbances or earthquake	£ Nil
2. Subsidence (where Special Clause 1 is shown as operative in the Schedule)	£1000
3. All other insured Damage	£350

## Limit of Liability

The maximum amount payable during any Period of Insurance under this Section including any payment made under the Extensions is the Sum Insured shown in the Schedule for the Buildings Section adjusted in accordance with the Inflation Protection Clause if applicable

## Clauses

The following clauses apply to this Section.

### Additional Metered Supply Charges

Additional metered water gas electricity or other metered supply charges incurred by the Insured as a result of Damage except those in respect of any loss which has not been discovered and remedial action taken within 30 days of the occurrence of the Damage subject to a limit of £25,000

### Additional Sprinkler Costs

The costs incurred in upgrading an automatic sprinkler installation to current Loss Prevention Council rules solely as required by the Company as a result of Damage to the Property Insured provided that at the time of the Damage the installation conformed

- to the 28th or 29th Edition Rules or
- to the LPC Rules current at the time of installation but did not conform to subsequent amendments to those rules

### Automatic Cover (Newly Acquired Properties)

Automatic cover for premises newly acquired by the Insured in the United Kingdom the Channel Islands or the Isle of Man to the extent that the Insured's interest is not protected by any other more specific insurance provided that

- a) as soon as reasonably practicable the Insured shall notify the Company in writing of each premises acquired and arrange specific cover with the Company
- b) this cover shall operate for a maximum period of 30 days from the date the Insured acquired their interest in the Premises
- c) the Company's maximum liability any one claim for Buildings and rent shall not exceed £2,000,000 in respect of any Premises

# Section 1 – The Buildings

- d) in respect of any Premises purchased for renovation refurbishment or redevelopment the Day One Average clause shall not apply
  - i) the insurance under this extension shall be subject to all the terms provisions clauses conditions and exclusions of the Policy
  - ii) if cover is provided under this Extension then cover is not provided under the Capital Additions Extension at the same time in respect of the same property

## Capital Additions

Subject to its terms and conditions

- a) any newly acquired and/or newly erected buildings or buildings in course of erection (excluding any property for which a building contractor is responsible) insofar as the same are not otherwise insured and
- b) alterations additions and improvements to buildings but not in respect of any appreciation in value anywhere in the United Kingdom Channel Islands or the Isle of Man provided that
  - i) at any one situation this cover shall not exceed
    - a) £2,000,000 in respect of any newly acquired and/or newly erected buildings or buildings in course of erection
    - b) £500,000 in respect of alterations additions and improvements to buildings
  - ii) the Insured undertake to give particulars of such extension of cover as soon as reasonably practicable and to effect specific insurance thereon retrospective to the date of the commencement of the Company's liability
  - iii) the provisions of this extension shall be fully maintained notwithstanding any specific insurance effected under (ii) above
  - iv) the insurance under this extension shall be subject to all the terms provisions clauses conditions and exclusions of the policy
  - v) if cover is provided under this Extension then cover is not provided under the Automatic Cover (Newly Acquired Properties) Extension at the same time in respect of the same property

## Change in Tenancy

You must tell Us of all changes in tenancy or occupation within the Property Insured in accordance with Policy Condition 1. Alteration of Risk

## Clearing of Drains

Expenses necessarily and reasonably incurred in cleaning clearing and/or replacing drains gutters sewers and the like at the Premises for which You are responsible in consequence of Damage

## Contractors Interest

Where the Insured is required to effect insurance on the Property Insured in the joint names of themselves and the contractor under the terms of a contract condition then the interest of the contractor in the Property Insured as joint insured is noted provided the Insured shall advise the Company of details of any single contract valued at £250,000 or more in advance of the commencement of the work and pay any additional premium the Company may require

## Contract Works

Contract Works to the extent to which the Insured has contracted to arrange cover subject to a limit of £250,000 any one claim at any Premises This insurance shall only apply in so far as the Contract. Works are not otherwise insured

## Damage to Cables and Underground Pipes

The cost of repairing Damage for which the Insured is responsible to cables and underground pipes and drains (and their inspection covers) on the Property Insured or connecting them to the public mains subject to the terms and conditions of the Policy

## Damage to Landscaped Gardens

The cost of restoring any Damage to landscaped gardens and grounds including trees as a result of Damage insured by this Section subject to a limit of £50,000 any one claim The Company will not pay costs and expenses arising due to the failure of trees shrubs and plants turf and the like to germinate or become established

## Day One Average

- A) Subject to the following Special Conditions the basis upon which the amount payable in respect of the Property Insured under Sums Insured marked Declared Value (DA) in the Schedule is to be calculated shall be the reinstatement of the property lost destroyed or damaged For this purpose 'reinstatement' means
  - a) the rebuilding or replacement of property lost or destroyed which provided the liability of the Company is not increased may be carried out
    - i) in any manner suitable to the requirements of the Insured
    - ii) upon another site
  - b) the repair or restoration of property damaged in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new
- B) The Insured having stated in writing the Declared Value shown in brackets next to the Sum Insured for each of the said items the premium has been calculated accordingly Declared Value means the Insured's assessment of the cost of reinstatement of the Property Insured arrived at in accordance with paragraph A(a) at the level of costs applying at the inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with insofar as the insurance by the item provides due allowance for
  - a) the additional cost of reinstatement to comply with public authority requirements
  - b) professional fees
  - c) debris removal costs
  - d) fitted carpets and other furnishings

## Special Conditions

- 1 At the inception of each Period of Insurance the Insured shall notify the Company of the Declared Value of the Property Insured by each of the said item(s) In the absence of such declaration the last amount declared by the Insured shall be taken as the Declared Value for the ensuing Period of Insurance

## Section 1 – The Buildings

- 2 If at the time of Damage the Declared Value of the property covered by such item be less than the cost of reinstatement (as defined in paragraph B above) at the inception of the Period of Insurance then the Company's liability for any Damage shall not exceed that proportion thereof which the Declared Value bears to such cost of reinstatement
  - 3 The liability of the Company for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed
  - 4 No payment beyond the amount which would have been payable in the absence of this clause shall be made
    - a) unless reinstatement commences and proceeds without unreasonable delay
    - b) until the cost of reinstatement shall have been actually incurred
    - c) if the Property Insured at the time of its loss destruction or damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of reinstatement
  - 5 All the terms and conditions of this Policy shall apply in respect of any claim payable under the provisions of this clause except insofar as they are varied hereby
  - 6 Where by reason of
    - a) any of the above Special Conditions no payment is to be made beyond the amount which would have been payable under this Section if this clause had not been incorporated thereinor
    - b) the Insured elect not to rebuild the Property Insured in a condition equal to but not better or more extensive than its condition when new then the provisions of this clause are cancelled and the rights and liabilities of the Company and the Insured in respect of the Damage shall be subject to the terms and conditions of the Policy including the following Condition of Average
- iii) under which notice has been served upon the Insured prior to the happening of the Damage
  - iv) for which there is an existing requirement which has to be implemented within a given period
  - v) in respect of property entirely undamaged by any peril hereby insured against
- b) 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
  - c) 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

1. The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the Damage or within such further time as the Company may allow (during the said twelve months) and may be carried out upon another site (if the stipulations so necessitate) subject to the liability of the Company under this extension not being thereby increased
2. If the liability of the Company under (any item of) this Section apart from this extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Company under this extension (in respect of any such item) shall be reduced in like proportion
3. The total amount recoverable under any item of this Section shall not exceed its Sum Insured
4. All the terms and conditions of the policy except insofar as they are varied hereby shall apply as if they had been incorporated herein

### Extinguishment and Alarm Resetting Expenses

The reasonable costs incurred by the Insured in refilling fire extinguishing appliances replacing used sprinkler heads and resetting fire or intruder alarms as a result of Damage to the Property Insured

### Fly Tipping

The cost (insofar as it is not otherwise insured) of removing materials deposited at the Property Insured as a result of fly tipping for an amount not exceeding £5,000 any one claim

### Further Investigation Expenses

Where a Building has suffered Damage and in the opinion of a competent construction professional there is a reasonable possibility of other Damage to portions of the same Building which is not immediately apparent the Company will pay the reasonable costs incurred by the Insured with the Company's prior consent in establishing whether or not such Damage has occurred

The Company will also pay the reasonable costs incurred by the Insured in establishing whether or not other Buildings in the vicinity have suffered Damage in the same incident but only if such Buildings are subsequently found to have suffered such Damage for which the Company is liable

### European Community and Public Authorities

Such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the Stipulations of

- a) European Community Legislation or
- b) Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye-Laws of any Public Authority (hereafter referred to as 'the Stipulations') in respect of
  - the lost destroyed or damaged property thereby insured
  - undamaged portions thereof

### Excluding

- a) the cost incurred in complying with the Stipulations
  - i) in respect of Damage occurring prior to the granting of this Extension
  - ii) in respect of Damage not insured by this Section

# Section 1 – The Buildings

## Glass Breakage

- a) temporary boarding up following breakage
- b) the cost of removal or replacement of fixtures and fittings in course of the replacement of the glass
- c) lettering or other ornamental work and alarm foil on glass

## Ground Rent

Up to 2 years ground rent if the Premises are rendered temporarily uninhabitable but only during the period necessary for reinstatement and up to a maximum of 10% of the Buildings Sum Insured

## Inadvertent Failure to Insure

Subject to its terms and conditions

1. any newly acquired and/or newly erected buildings or buildings in the course of erection (excluding any property for which a building contractor is responsible)
2. alterations additions and improvements to an insured building but not in respect of any appreciation in value which You have an obligation to insure whether owned or leased by You but which have inadvertently been left uninsured

The maximum We will pay in respect of any one situation under this Extension is

- a) £2,000,000 in respect of any newly acquired and/or newly erected buildings or buildings in the course of erection
- b) £500,000 in respect of alterations additions and improvements to an insured building

situate anywhere in the United Kingdom Channel Islands or the Isle of Man

You must advise Us in writing as soon as reasonably practicable You become aware of a building inadvertently left uninsured and pay the appropriate premium due from the date Our liability commenced

You must carry out at not less than twelve month intervals a check of all properties owned or leased by You and for which You are responsible to ensure that effective insurance is in force for each of them

## Inflation Protection

The Company will adjust the Sum Insured in line with suitable indices of costs and the renewal premium for this Section will be based on the adjusted Sum Insured

## Landlords Gardening Equipment

Damage to Landlords gardening equipment whilst in any locked outbuilding but not any amount in excess of £10,000

## Loss of Rent and Alternative Residential Accommodation

If as a result of Damage the residential portions of the Property Insured are unfit to live in or access is denied the Company will pay insofar as they are not otherwise insured

- a) loss of rent and management charges you should have received but have lost

- b) the costs of reasonable alternative accommodation and temporary storage of residents furniture
- c) the cost of reasonable accommodation in kennels or catteries for residents dogs and cats

Provided the liability of the Company under this Extension shall not exceed 20% of the Sum Insured on the Property Insured which has been damaged

## Mortgagees and Other Interests

The interest of the Leaseholder(s) Mortgagee(s) and Tenant(s) in the individual portions of the Property Insured to which their interest applies is noted such interest to be advised to the Company in the event of a claim In addition the interest of the Insured or Mortgagee(s) in this insurance shall not be prejudiced by any alteration act or neglect of the occupier(s) or Mortgagor(s) of any building hereby insured whereby the risk of Damage is increased without the authority or knowledge of the Insured or Mortgagee(s) provided that the Insured or Mortgagees shall as soon as reasonably practicable on becoming aware thereof give notice in writing to the Company and on demand pay such reasonable additional premium as the Company may require

## Payments on Account

In the event of Damage the Company will make monthly payments on account to the Insured if required

## Personal Possessions

Directors partners customers visitors and Employees personal effects of every description (other than motor vehicles) insofar as they are not otherwise insured for an amount not exceeding £500 in respect of any one person

## Privity of Contract

Subject to its terms and conditions an amount You become legally liable to pay following Damage and pay as indemnity to tenants in respect of repair or reinstatement of premises previously owned but which are no longer

Your property and where the current owner has failed to maintain adequate insurance cover provided that

- a) You take all reasonable and appropriate steps to obtain release from Your liabilities under covenants to insure such property on its disposal
- b) the maximum We will pay under this Extension is £2,000,000 in any one Period of Insurance
- c) the Company's liability under this Extension shall not include contribution in respect of any more particular insurance effected by any succeeding owner or tenant or sub-tenant
- d) the Company's liability under this Extension shall not include any occurrence happening seven years before the start date of the current Period of Insurance

## Professional Fees

An amount in respect of architects surveyors legal and consulting engineers fees necessarily incurred in the reinstatement or repair of the Property Insured consequent upon its Damage but not for preparing any claim it being understood that the amount payable for such Damage and fees shall not exceed in the aggregate the Sum Insured

# Section 1 – The Buildings

## Reinstatement of Sum Insured

In the event of loss the Sum Insured by this Section will be automatically reinstated from the date of the loss unless written notice is given to the contrary either by the Company or by the Insured and the Insured undertake to pay such necessary premiums as may be required for such reinstatement from that date

## Reinstatement to Match

Where the Property Insured has suffered Damage You may replace repair or restore the property with equivalent property which employs current technology and replacement repair or restoration with such property for the purposes of this Section shall not be regarded as being better or more extensive than when new.

This Section further extends to include the replacement or modification of undamaged property insofar as it is necessary to adapt it to operate in conjunction with that property which has been replaced repaired or restored provided that Our total liability is not increased beyond the amount that would otherwise have been payable for the replacement repair or restoration of the property destroyed or damaged in its original form

## Removal of Debris

Costs and expenses necessarily incurred by the Insured with the consent of the Company in

- a) removing debris
- b) dismantling and/or demolishing
- c) shoring up or propping of the portions of the Property Insured
- d) clearing drains sewers and gutters at the Property Insured as a result of Damage hereby insured against

The Company will not pay for any costs or expenses

1. incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site
2. arising from pollution or contamination of property not insured by this Section

The liability of the Company under this Extension and this Section in respect of any item shall in no case exceed the Sum Insured thereby

## Removal of Debris – Tenants Contents

The irrecoverable costs and expenses (insofar as they are not otherwise insured) necessarily incurred by the Insured with the consent of the Company in removing from the Property Insured the debris of contents (not being the property of the Insured) as a result of Damage hereby insured against

The Company will not pay for any costs or expenses

1. incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site
2. arising from pollution or contamination of property not insured by this Section

The liability of the Company under this Extension and this Section in respect of any item shall in no case exceed the Sum Insured thereby

## Removal of Wasp and Bee Nests

The costs incurred by the Insured up to an amount of £500 any one claim in removing wasp or bee nests from buildings at the Premises

## Repairs and Alterations

Joiners and other tradesmen may be employed to effect repairs or structural alterations in all or any of the buildings insured without prejudice to the insurance hereby

## Rights of Recovery Waiver

In the event of a claim arising under this Section the Company agrees to waive any rights remedies or relief to which they might have become entitled by subrogation against

- a) any Company standing in relation of Parent to Subsidiary (Subsidiary to Parent) to the Insured as defined in the Companies Act or the Companies (N.I.) Order as appropriate current at the time of Damage
- b) any Company which is a subsidiary of a Parent Company of which the Insured are themselves a Subsidiary in each case within the meaning of the Companies Act or the Companies (N.I.) Order as appropriate current at the time of Damage
- c) any tenant provided that
  - i) the Damage did not result from a criminal fraudulent or malicious act of the tenant
  - ii) the tenant contributes to the cost of insuring the Property Insured against the event which caused the Damage

## Sale of Property Insured

If at the time of Damage to any building insured under this Section the Insured shall have contracted to sell the interest of the Insured in such building and the purchase shall not have been but shall be thereafter completed the purchaser on completion of the purchase if and so far as the property is not otherwise insured by or on behalf of the purchaser against such Damage shall be entitled to the benefits of this Section of the Policy so far as it relates to such Damage without prejudice to the rights and liabilities of the Insured or the Company under this Section up to the date of completion

## Seventy Two Hours Clause

Damage occurring within 72 consecutive hours of and arising from the Defined Perils of storm or flood is deemed to be one claim

The Insured have the right to select the moment from which the 72 hour period shall be deemed to have commenced within the terms of this Section provided that such Damage occurred prior to the expiry of the Period of Insurance

## Temporary Removal

Temporary removal of

- a) property insured by this Section for cleaning renovation or repair
- b) deeds documents and plans to any building within the United Kingdom Channel Islands or the Isle of Man

Provided the liability of the Company under each of (a) and (b) shall not exceed £25,000

# Section 1 – The Buildings

## Theft of Keys

The reasonable costs necessarily incurred in replacing external door locks at the Property Insured following the loss of keys by

- a) theft from the Property Insured or Registered Office or from the home of
- b) theft following hold-up whilst such keys are in the personal custody of the Insured or any principal director partner or Employee authorised to hold such keys or reasonable evidence that the keys have been duplicated by an unauthorised person

Subject to a limit of £7,500 any one claim

## Trace and Access

The reasonable costs necessarily incurred by the Insured in locating the source and subsequent making good of Damage resulting from

- i) the escape of water from any tank apparatus or pipe
- ii) accidental damage to cables underground pipes and drains serving the Property Insured

## Tree Felling or Lopping

The cost of felling or lopping trees at the Property Insured which are an immediate threat to the safety of life or of Damage to the Property Insured but not any amount in excess of £5,000 any one claim

This insurance shall not apply to

- a) Legal or Local Authority costs involved in removing trees
- b) costs incurred solely to comply with a Preservation Order

## Unauthorised Occupation

If during the period of insurance unauthorised persons take possession keep possession or occupy the Property Insured

We will pay the costs You incur in terminating such unauthorised use but not any amount

- in excess of £5,000 in respect of any one Property
- in excess of £25,000 in the aggregate in any one Period of Insurance

## Unauthorised Use of Utilities

The cost of metered electricity gas or water for which the Insured are legally responsible arising from its unauthorised use by persons taking possession keeping possession or occupying the Property Insured without the Insured's authority Provided that the Insured shall take all practical steps to terminate such unauthorised use as soon as reasonably practicable after it is discovered

## Unoccupied Buildings

- a) The Company must be notified in writing as soon as reasonably practicable if any Unoccupied building or Unoccupied portion of a building insured hereby becomes occupied or any occupied building or portion of a building becomes Unoccupied and a suitable extra premium be paid if required
- b) Whenever a building insured by this Section is Unoccupied the Unoccupied Buildings Condition will apply

- c) An Excess of £1000 applies to Unoccupied buildings or Unoccupied portions thereof in respect of each and every loss as ascertained after the application of all other terms and conditions of the Policy including any Condition of Average
- d) When a building or portion of a building is Unoccupied cover in respect of that building or portion thereof shall be restricted to
  1. Fire excluding Damage by explosion resulting from fire
  2. Explosion excluding Damage caused by bursting of any boiler or other plant which belongs to or is under the control of the Insured and in which internal pressure is due to steam only but this shall not exclude Damage caused by explosion of
    - any boiler
    - gasused for domestic purposes only
  3. Lightning
  4. Aircraft or other aerial devices or articles dropped therefrom

## Value Added Tax

Value Added Tax (VAT) paid by the Insured which is not subsequently recoverable

Provided that

1.
  - a) the Insured's liability for such tax arises solely as a result of the reinstatement or repair of the building following Damage
  - b) the Company have paid or have agreed to pay for such Damage
  - c) if any payment made by the Company in respect of the reinstatement or repair of such Damage shall be less than the actual cost of the reinstatement or repair of the Damage any payment under this Extension resulting from that Damage shall be reduced in like proportion
2. the Insured's liability for such tax does not arise from the replacement building having a greater floor area than or being better or more extensive than the destroyed or damaged building
3. where an option to reinstate on another site is exercised the Company's liability under this Extension shall not exceed the amount of tax that would have been payable had the building been rebuilt on its original site
4. the Company's liability under this Extension shall not include amounts payable by the Insured as penalties or interest for non payment or late payment of tax
5. the Insured has taken all reasonable precautions to insure adequately for VAT liability at inception of the Policy and at each subsequent renewal date. NB Provisions to the contrary elsewhere in this Policy are overridden as follows in respect of those items to which this Extension applies
  - i) for the purpose of any condition of Average reinstatement costs will be exclusive of VAT
  - ii) the liability of the Company may exceed the Sum Insured by an item or in the whole the total Sum Insured where such excess is solely in respect of VAT



# Section 1 – The Buildings

## Conditions

The following conditions apply to this Section.

(Also refer to the Policy Conditions towards the back of this booklet)

### Condition of Average

The insurance by each item of this Section is declared to be subject to Average i.e. if the property covered shall at the breaking out of any Damage insured hereby be collectively of greater value than 135% of the Declared Value stated in the Schedule then the Insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly

### Fire Extinguishing Appliances

Where the Company has agreed to allow a discount for the fire extinguishing equipment it is a Condition Precedent to Our liability to make any payment under Defined Perils Fire or Explosion of this Section that

- i) the said appliances will be maintained in efficient working order during the currency of this insurance
- ii) the routine tests prescribed by the Company are carried out and any defects revealed by such tests are promptly remedied
- iii) the Company's written consent is obtained to any proposed changes repairs or alterations to any sprinkler or alarm installation

### Unoccupied Buildings Condition

It is a Condition Precedent to Our liability under this Section that whenever the Property Insured is Unoccupied

- a) the Insured shall notify the Company as soon as reasonably practicable when they become aware
  - i) that the building(s) is/are Unoccupied
  - ii) of any loss destruction or Damage to the Unoccupied building(s) whether such loss destruction or damage is insured or not with all loss destruction or damage rectified as soon as reasonably practicable
- b) the buildings are inspected internally at least once during each week by or on behalf of the Insured
- c) all trade refuse and waste materials are removed from the interior of the Premises and no accumulation of refuse and waste is allowed in the adjoining yards or spaces owned by the Insured
- d) the Insured shall secure the building and put all protective and locking devices and any alarm protection into effective operation with letterboxes sealed to prevent the accumulation of mail
- e) the gas water and electricity supplies are turned off at the mains (except electricity needed to maintain any fire or intruder alarm system in operation) and any sprinkler system be drained and during the months of October to March (inclusive) the water system is drained
- f) the Insured shall implement any additional protections the Company may require within the time scale specified by the Company

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

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



# Section 2 – Rental Income

## Definitions

(also refer to the Policy definitions at the front of this booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

### Annual Rent Receivable

The Rent Receivable during the twelve months immediately before the date of the Damage

### Geographical Limits

- a) at the Premises
- b) at any premises in Great Britain Northern Ireland the Isle of Man or the Channel Islands occupied by persons acting on behalf of the Insured to which records have been temporarily removed
- c) in transit including sea or air transit within Great Britain Northern Ireland the Isle of Man or the Channel Islands but excluding Damage by theft or attempted theft

### Indemnity Period

The period beginning with the occurrence of the Damage and ending not later than the number of months thereafter stated in the Schedule during which the results of the Business shall be affected in consequence of the Damage

### Limit of Liability

The maximum payable during any Period of Insurance under this Section is the Sum Insured shown in the Schedule plus any payment made under the Rent Review Extension

### Outstanding Debit Balances

The total recorded by the Insured under the provisions of the Outstanding Debit Recording Condition adjusted for

- a) bad debts
- b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the Insureds books at the time of the event) to Customers Accounts in the period between the date to which the total last recorded relates and the date of the Damage
- c) any abnormal condition of trade which had or could have had a material effect on the Business so that the adjusted figures represent as near as reasonably practicable results which but for the Damage would have obtained at the date of the Damage had the Damage not occurred

### Records

The Insured's books of account or other business books or records

### Rent Receivable

The money paid or payable to the Insured for tenancies and other charges and for services rendered in the course of the Business at the Premises

### Standard Rent Receivable

The Rent Receivable during the period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period

Under the Definitions Annual Rent Receivable and Standard Rent Receivable adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or special circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage

## The Cover

### (1) Loss of Rent

In the event of Damage to the Property Insured under Section 1 (hereinafter called the Premises) and the Business carried on by the Insured at the Premises stated in the Schedule being in consequence thereof interrupted or interfered with the Company will (subject to the terms definitions exclusions and conditions of the Policy) pay the Insured the amount of loss arising as a result in accordance with the following provisions

### Indemnity

The insurance is limited to loss due to (a) loss of Rent Receivable and (b) increase in cost of working and the amount payable as indemnity thereunder shall be

- a) the amount by which the Rent Receivable during the Indemnity Period shall in consequence of the Damage fall short of the Standard Rent Receivable
- b) the additional expenditure necessarily and reasonably incurred including the cost of re-letting the Premises (including legal fees) for the sole purpose of avoiding or diminishing the loss of Rent Receivable which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage but not exceeding the amount of the reduction in Rent Receivable thereby avoided plus 5% of the Sum Insured on Rent Receivable for the Premises (but not more than £25,000) less any sum saved during the Indemnity Period in respect of such charges or expenses of the Business as may cease or be reduced in the consequence of the Damage provided that
  - i) payment shall have been made or liability admitted under Section 1 of this Policy
  - ii) if the Sum Insured by this Section be less than 300% of the Annual Rent Receivable the amount payable shall be proportionately reduced

### (2) Book Debts

Subject to the undernoted Definitions Basis of Settlement and Clause Conditions the Section extends to include the Insureds loss in respect of Outstanding Debit Balances following Damage to the Insured's records

The most the Company will pay in respect of any one claim is the Sum Insured of £25,000 unless otherwise stated in the Schedule

## Section 2 – Rental Income

### Basis of Settlement

The Company will pay the Insured the amount of their claim for Outstanding Debit Balances if in consequence of Damage the Insured are unable to trace or establish Outstanding Debit Balances in whole or in part.

In consideration of the Sum Insured not being reduced by the amount of any claim the Insured will pay the appropriate additional premium on the amount of the claim from the date of the Damage to expiry of the Period of Insurance but this shall not apply in respect of theft or attempted theft or Terrorism (as insured by this Clause).

The insurance under this Clause is limited to loss sustained by the Insured directly due to the Damage and the amount payable shall not exceed

- a) the difference between
  - i) the Outstanding Debit Balances
  - ii) the total of the amounts received or traced in respect of such balances
- b) the additional expenditure incurred with the Company's previous consent in tracing and establishing customers debit balances after the Damage

### Average (Underinsurance)

If the Sum Insured at the time of the Damage is less than the Outstanding Debit Balances the amount payable will be proportionately reduced

### Cover Extensions

The insurance by cover (1) Loss of Rent is extended to include interruption or inference with the Business during the Period of Insurance, which results from the Cover Extensions described below.

The maximum We will pay under each Cover Extension in respect of any one loss will be

- a) the amount shown in the Cover Extension,  
or
- b) percentage of the Sum Insured (or 1331/3% of the Estimated Amount) in the Schedule as the Limit

whichever is the lower, unless otherwise stated in the Schedule

Provided that the amounts or limits stated in the Schedule are inclusive of any amounts payable under the provision of any Clause stated in the Schedule

### Bomb scare or Unlawful Occupation

This Section extends to include interruption of or interference with the Business due to

- a) the suspected or actual presence of an incendiary or explosive device on or in the vicinity of the Premises
- b) occupation of the Premises or other property in the vicinity by members of a terrorist or criminal organisation or other unlawful occupants

Provided the Company will not be liable for

- i) any incident involving an interruption of less than 48 hours duration
- ii) any period other than the actual period of prevention or hindrance of access to the Premises
- iii) eviction costs

The insurance by this Extension shall only apply for the period beginning with the loss and ending not later than three months thereafter during which the results of the Business shall be affected in consequence of the Damage

### Denial of Access and Loss or Damage at Managing Agents Premises

Subject to the conditions of the Policy loss resulting from interruption of or interference with the Business in consequence of Damage

- a) to property in the vicinity of the Premises destruction of or damage to which shall prevent or hinder the use of the Premises or access thereto whether the Premises or property of the Insured therein shall be damaged or not (but excluding loss destruction of or damage to property of any supply undertaking from which the Insured obtain electricity gas or water or telecommunications services which prevent or hinder the supply of such services)
- b) to property at the premises of the Insured's Managing Agents shall be deemed to be loss resulting from damage to property used by the Insured at the Premises

### Failure of Public Electricity Supply

This Section extends to include interruption of or interference with the Business caused by the accidental failure of Your supply of electricity at the terminal ends of Your suppliers feed to the Premises Provided the Company will not be liable for accidental failure

- a) caused by the deliberate act of any supply authority
- b) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- c) caused by industrial action
- d) other than in Great Britain Northern Ireland the Channel Islands or the Isle of Man
- e) lasting less than 4 hours

The maximum amount payable under this Clause is £50,000 in respect of any one loss unless otherwise stated in the Schedule.

### Failure of Public Gas Supply

This Section extends to include interruption of or interference with the Business caused by the accidental failure of Your supply of gas at the terminal ends of Your suppliers feed to the Premises Provided the Company will not be liable for accidental failure

- a) caused by the deliberate act of any supply authority
- b) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- c) caused by industrial action
- d) other than in Great Britain Northern Ireland the Channel Islands or the Isle of Man
- e) lasting less than 4 hours

## Section 2 – Rental Income

The maximum amount payable under this Clause is £50,000 in respect of any one loss unless otherwise stated in the Schedule

### Failure of Public Telecommunications Supply

This Section extends to include interruption of or interference with the Business caused by the accidental failure of Your supply of telecommunications services at the incoming line terminals or receivers at the Premises Provided the Company will not be liable for accidental failure

- a) caused by the deliberate act of any supply authority
- b) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- c) caused by industrial action
- d) caused by drought
- e) caused by atmospheric or weather conditions but this will not exclude accidental failure due to Damage to equipment caused by such conditions
- f) other than in Great Britain Northern Ireland the Channel Islands or the Isle of Man
- g) caused by failure of any satellite
- h) lasting less than 24 consecutive hours

The maximum amount payable under this Clause is £50,000 in respect of any one loss unless otherwise stated in the Schedule.

### Failure of Public Water Supply

This Section extends to include interruption of or interference with the Business caused by the accidental failure of Your supply of water at the terminal ends of Your suppliers feed to the Premises

Provided the Company will not be liable for accidental failure

- a) caused by the deliberate act of any supply authority
- b) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- c) caused by industrial action
- d) caused by drought or other weather conditions unless equipment has been damaged
- e) other than in Great Britain Northern Ireland the Channel Islands or the Isle of Man
- f) lasting less than 4 hours

The maximum amount payable under this Clause is £50,000 in respect of any one loss unless otherwise stated in the Schedule.

### Legionella

This Section extends to include interruption of or interference with the Business caused by any outbreak of legionellosis at the Premises causing restrictions on the use of the Premises on the order or advice of the competent authority

The Insurance by this Clause shall only apply for the period beginning with the occurrence of the loss and ending not later than 3 months thereafter during which the results of the Business shall be affected

The maximum amount payable under this Clause in any Period of Insurance shall not exceed £100,000 unless otherwise stated in the Schedule

The provisions of the Reinstatement of Sum Insured Clause will not apply in respect of this Clause

### Loss of Attraction

This Section extends to include loss resulting from interruption of or interference with the Business due to Damage to property in the vicinity of the Premises which shall deter potential tenants whether the Premises of the Insured or property of the Insured therein shall be damaged or not provided that the maximum amount payable under this Clause in any Period of Insurance shall not exceed

- a) £50,000 or the Sum Insured in respect of each Premises whichever is the less
- b) £250,000 in aggregate

### Loss of Investment Income due to Late Payment of Rent

If as a result of Damage the Company is paying an indemnity in respect of loss of Rent Receivable and the payment is made later than the date upon which the Insured would normally have expected to receive the rent from the lessee the Company will pay a further sum representing the investment interest lost to the Insured during the period of delay

### Murder Suicide or Disease

The Company shall indemnify the Insured in respect of Damage resulting from interruption of or interference with the Business during the Indemnity Period following

- a) any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition) an outbreak of which the local authority has stipulated shall be notified to them manifested by any person whilst in the Premises or within a 25 mile radius of it
- b) murder or suicide in the Premises
- c) Injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided in the Premises
- d) vermin or pests in the Premises
- e) the closing of the whole or part of the Premises by order of a competent public authority consequent upon defect in the drains or other sanitary arrangements at the Premises

The Insurance by this Extension shall only apply for the period beginning with the occurrence of the loss and ending not later than three months thereafter during which the results of the Business shall be affected in consequence of the Damage

## Section 2 – Rental Income

### Clauses

The following clauses apply to this Section

#### Advance Rent Receivable

Where Rent Receivable is insured in respect of new property developments the Insured must show that but for the Damage Rent Receivable would have been earned and will be required to support a claim for Loss of Rent Receivable by submitting reasonable evidence of the amount of such Rent Receivable and the date from which they would have been earned. The Company will have regard to

- a) actual negotiations with prospective tenants both before and after the Damage
- b) demand for similar accommodation in the locality
- c) the general level of rents applying

If required the advice of a professional valuer acceptable to both the Insured and the Company will be sought and such fees will be included in the indemnity under this Clause

#### Alternative Trading

If during the Indemnity Period accommodation shall be provided or services rendered elsewhere than at the Premises for the benefit of the Business either by the Insured or others on their behalf the money paid or payable in respect of such accommodation and services shall be brought into account in arriving at the Rent Receivable during the Indemnity Period

#### Buildings Awaiting Sale

If at the time of the Damage the Insured shall have contracted to sell their interest in the Premises or shall have accepted an offer in writing to purchase their interest in the Premises subject to contract and the sale is cancelled or delayed solely in consequence of the Damage

Provided that the Insured shall make all reasonable efforts to complete the sale of the Premises as soon as reasonably practicable after the Damage the Insured may opt for the amount payable by the Company to be as follows

- i) during the period prior to the date upon which but for the Damage the Premises would have been sold the loss of Rent Receivable being the actual amount of the reduction in Rent Receivable solely in consequence of the Damage
- ii) during the period commencing with the date upon which but for the Damage the Premises would have been sold and ending with the actual date of sale or with the expiry of the Indemnity Period if earlier the loss in respect of interest being
  - a) the actual interest incurred on capital borrowed (solely to offset in whole or part the loss of use of the sale proceeds) for the purpose of financing the Business
  - b) the investment interest lost to the Insured on any balance of the sale proceeds (after deduction of any capital borrowed as provided under a) less any amount receivable in respect of Rent Receivable
- iii) the additional expenditure being

- a) the expenditure necessarily and reasonably incurred in consequence of the Damage solely to avoid or minimise the loss payable under (i) and (ii) immediately above but not exceeding the amount of loss avoided by such expenditure
- b) the additional legal fees and other expenditure incurred solely as a result of the cancellation or delay in consequence of the Damage but not exceeding either an amount equivalent to the expenditure incurred immediately prior to the Damage or £50,000 whichever is the less

#### Capital Additions

This Section extends to include Rent Receivable in respect of

- a) alterations additions extensions and improvements to the Premises insured
- b) newly acquired and or newly erected buildings anywhere in the United Kingdom Channel Islands or the Isle of Man provided they are not otherwise insured

Provided that

- i) at any one Premises the cover shall not exceed £500,000
- ii) the Insured undertake to give particulars of such extension of cover as soon as practicable but at least every six months and to effect specific insurance thereon retrospective to the date of the commencement of the Company's liability
- iii) the provisions of this Clause shall be fully maintained notwithstanding any specific insurance effected under (ii) above

#### Intention to Insure

The Insured having notified the Company of their intention to insure Rent Receivable in respect of all Premises in which the Insured is interested within the United Kingdom Channel Islands or the Isle of Man and it being the Insureds belief that all such Rent Receivable is covered.

The Company agrees that if subsequently any such Rent Receivable is found to be inadvertently omitted from the cover under this Section the Company will deem it to be covered up to an amount of £500,000 in respect of any one inadvertently omitted Premises provided that the Insured shall give details to the Company as soon as reasonably practicable after the omission is discovered effect specific cover retrospective to such date and pay the appropriate additional premium

#### New Business Clause

For the purpose of any claim arising from Damage occurring before the completion of the first years trading of the Business at the Premises Definitions Annual Rent Receivable and Standard Rent Receivable shall bear the following meanings and not as within stated

#### Annual Rent Receivable

The proportional equivalent for a period of twelve months of the Rent Receivable realised during the period between the commencement of the Business and the date of the Damage

## Section 2 – Rental Income

### Standard Rent Receivable

The proportional equivalent for a period equal to the Indemnity Period of the Rent Receivable realised during the period between the commencement of the Business and the date of the Damage

To which adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or special circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage

### Payments on Account

In the event of loss the Company will make monthly payments on account during the Indemnity Period to the Insured if desired

### Professional Accountants and Legal Fees

The Company will indemnify the Insured in respect of reasonable fees payable by the Insured

- i) to their professional accountants for producing any particulars or details contained in the Insured's business books or documents or other such proofs information or evidence as the Company may require under the terms of Condition 4c) and reporting that such particulars or details are in accordance with the Insureds business books or documents
- ii) to their lawyers for determining their contractual rights under any Rent cessor clause or insurance break clause contained in the lease but not for any other purposes in the preparation of any claim

### Reinstatement of Sum Insured

In the event of loss the Sum Insured by this Section will be automatically reinstated from the date of the loss unless written notice is given to the contrary either by the Company or by the Insured and the Insured undertake to pay such necessary premiums as may be required for such reinstatement from that date

### Rent Free Period

If at the date of the Damage any Premises are subject to a rent free period under the terms of the lease then the Indemnity Period stated in the Schedule shall be adjusted by adding the unexpired portion of the rent free period to the number of years shown in the Schedule provided that the Company's liability does not exceed the Sum Insured or any Limit of Liability stated in the Policy whichever is the lower

### Rent Review

Where the Rent Receivable is subject to a Rent Review during the Period of Insurance then the Sum Insured by this Section will be automatically increased to reflect the revised Rent Receivable earned

Extra premium will not be charged for such increase in cover during the Period of Insurance provided that the Insured shall prior to renewal advise the Company of the revised Rent Receivable for the ensuing year of insurance

### Sale of Property Insured

If at the time of Damage to the Premises the Insured shall have contracted to sell the interest of the Insured in such building and the purchase shall not have been but shall be thereafter completed the purchaser on completion of the purchase if and so far as the Rent Receivable are not otherwise insured by or on behalf of the purchaser against such Damage shall be entitled to the benefits of this Section of the Policy so far as it relates to such Damage without prejudice to the rights and liabilities of the Insured or the Company under this Section up to the date of completion

### Seventy Two Hours Clause

Damage occurring within 72 consecutive hours of and arising from the Defined Perils of storm or flood is deemed to be one claim

The Insured have the right to select the moment from which the 72 hour period shall be deemed to have commenced within the terms of this Section provided that such Damage occurred prior to the expiry of the Period of Insurance

### Unoccupied Buildings

Where Rent Receivable is insured in respect of any Unoccupied buildings in the event of Damage the Insured must show that but for the Damage Rent Receivable would have been earned and will be required to support a claim for loss of Rent Receivable by submitting reasonable evidence of the amount of Rent Receivable and the date from which it would have been earned The Company will have regard to

- a) actual negotiations with prospective tenants both before and after the Damage
- b) demand for similar accommodation in the locality and
- c) the general level of rents applying

If required the advice of a professional valuer acceptable to both the Insured and Company will be sought and such fees will be included in the indemnity under this Clause

### Value Added Tax

To the extent that the Insured are accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax

### Conditions

The following conditions apply to this Section.

(Also refer to the Policy Conditions towards the back of this booklet).

#### 1. Outstanding Debit Recording

It is a Condition Precedent to Our liability to make any payment under Cover (2) Book Debts that at the end of each month the Insured shall record the total amount outstanding in Customers Accounts at that time and keep a copy of such records at a place other than the Insured's Premises

## Section 2 – Rental Income

### 2. Additional Claims Condition

It is a Condition Precedent to Our liability to make any payment under Cover (2) Book Debts that in the event of Damage in consequence of which the Insured make or may make a claim under this Clause the Insured shall at their own expense deliver to the Company full information in writing of the particulars of the claim together with details of all other policies covering Outstanding Debit Balances or any part of them and the amount of any resulting Outstanding Debit Balances

The Company will not pay for any claim unless the terms of this condition have been complied with and any payment on account already made shall be repaid to the Company

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

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

# Section 3 – Public Liability

## Definitions

(Also refer to the Policy Definitions at the front of this booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

## Compensation

Damages including interest

## Costs and Expenses

- 1) Fees for The Insured's legal representation at
  - a) any Coroner's Inquest or Fatal Accident Inquiry
  - b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty

- 2) Costs and Expenses

incurred with Our written consent

- 3) Any Claimants legal costs for which the Insured is legally liable

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

## Limit of Indemnity

The liability of the Company for all damages payable as a result of any one occurrence or of all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the Limit of Indemnity stated in the Schedule

In addition the Company will pay

1. all other costs and expenses incurred with its written consent
2. the legal costs and expenses incurred with its written consent for the defence of prosecution brought under the Health and Safety at Work etc Act 1974 for any alleged offence or under the Health and Safety at Work (Northern Ireland) Order 1978 including legal costs and expenses incurred with the consent of the Company in an appeal against conviction arising from such proceedings provided that
  - a) the proceedings relate to the health safety and welfare of persons other than Employees
  - b) the Company will not indemnify the Insured in respect of
    - i) fines and penalties
    - ii) costs or expenses insured by any other policy

## Personal Injury

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

## Property

Material property

## The Insured

- 1) You
- 2) Your personal representatives in respect of legal liability You incur
- 3) At Your request
  - a) any director, partner or Employee of Yours
  - b) the officers, committees and members of Your
    - i) canteen, social, sports, educational and welfare organisations
    - ii) first aid, fire, security and ambulance services in their respective capacities as such
  - c) any principal for whom You are carrying out a contract, to the extent required by the contract conditions
  - d) those who hire plant to You to the extent required by the hiring conditions

or the personal representatives of any of these persons

In respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You

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

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

## The Cover

We will indemnify The Insured against

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

which arises in connection with the Business and which happens during the Period of Insurance and within the Territorial Limits.

The maximum We will pay is the Limit of Indemnity and any Costs and Expenses. However in respect of any claim brought in

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

The maximum We will pay, inclusive of Costs and Expenses, is The Limit of Indemnity.



## Section 3 – Public Liability

### Clauses

The following clauses apply to this Section.

#### Additional Persons Insured

The Insured shall extend to include:

- a) in the event of the death of any person entitled to indemnity under this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person against the Insured
- b) the owner or lessee of any flat or dwelling house in respect of liability for which the Insured would have been entitled to indemnity if the claim had been made against You

At the request of the Insured the Company will indemnify in the terms of this Section any director of the Insured or Employee in respect of liability arising in connection with the ownership of the Premises described in the Schedule

Provided always that

- a) each such additional person insured shall as though they were the Insured observe fulfil and be subject to the terms of this Policy insofar as they can apply
- b) the Company shall retain the sole conduct and control of all claims

#### Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured are entitled to indemnity under this Section the Company will provide compensation to the Insured at the following rates per day for each day on which attendance is required

- a) any director or partner of the Insured £250
- b) any Employee £150

#### Consumer Protection and Food Safety Acts – Legal Defence Costs

The Company will indemnify the Insured and if the Insured so request any partner director or Employee of the Insured in the terms of this Section in respect of legal costs and expenses incurred with the written consent of the Company in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under

- a) Part 2 of the Consumer Protection Act 1987  
or
- b) Section(s) 7 8 14 and/or 15 of the Food Safety Act 1990 committed or alleged to have been committed during the Period of Insurance in connection with the Business

Provided that the Company shall have the conduct and control of all the said proceedings and appeals

The Company will not pay for

- a) fines or penalties of any kind
- b) proceedings or appeals in respect of any deliberate act or omission
- c) costs or expenses insured by any other policy

### Contractual Liability

In connection with liability assumed under agreement this Section

- a) shall apply only if the conduct and control of claims is vested in the Company
- b) shall not apply in respect of liquidated damages fines or penalties

### Cross Liabilities

If more than one Insured is referred to in the Schedule each Insured so named shall be considered as a separate and distinct entity and the word Insured shall be construed as applying to each separate Insured in the same manner as if a separate policy had been issued to each

Provided always that the liability of the Company for all damages payable as a result of any one occurrence or of all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule

### Data Protection Legislation

The Company will indemnify the Insured in respect of liability arising under the Data Protection Act 1998 or any subsequent overriding legislation to pay Compensation for damage or distress

Provided that

- a) the process of registration under the above Act has been commenced or completed by the Insured and the application has not been refused or withdrawn
- b) no liability arises as a result of the provision by the Insured of the services of a Data Processor

The Company shall not be liable in respect of

- a) the recording or provision of data for reward or for determining the financial status of any person
- b) any liability which arises as a result of a deliberate act or omission of the Insured and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission

The total liability of the Company including all costs and expenses in this respect shall not exceed £250,000 during any one Period of Insurance

For the purposes of this Extension the phrases or words 'Data Processor' and 'Data' shall carry the same meaning as defined under the Data Protection Act 1998 or any subsequent overriding legislation

### Defective Premises Act

This Section subject otherwise to the terms of the Policy extends to indemnify the Insured against liability for Injury loss or damage arising solely by reason of Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of any premises previously owned for purposes pertaining to the Business and since disposed of by the Insured provided that:

1. this extension shall not indemnify the Insured in respect of loss of or damage to the land or premises disposed of or in connection with the cost of rectifying any defect or alleged defect therein
2. the Company will not be liable under this extension if the Insured are entitled to indemnity under any other insurance

## Section 3 – Public Liability

### Discharge of Liability

The Company may pay the Limit of Indemnity or any lesser amount for which any claim or claims against the Insured can be settled and the Company shall be under no further liability in respect of such claim or claims except for costs or expenses incurred prior to the date of such payment

### Financial Loss

This Section is extended to indemnify the Insured against all such sums that the Insured shall become legally liable to pay as damages and costs and expenses of claimants in respect of accidental financial loss but the indemnity will only apply to

- a) loss sustained by a tenant of the Insured if such loss is a direct result of the failure of the Insured to provide any property or ancillary service
- b) a claim which is first made in writing against the Insured during the Period of Insurance and
- c) which is notified to the Company during the same Period of Insurance or within 30 days after the expiry of such Period of Insurance

provided that

- a) the liability of the Company under this extension for all damages and claimants costs and expenses arising out of all claims first made against the Insured during any one Period of Insurance shall not in the aggregate exceed the sum of £500,000
- b) the Insured shall be responsible under this extension for the first 5% of all damages and claimants costs and expenses payable in respect of each and every claim made against the Insured subject to the Insured being responsible for a minimum amount of £1,000 in respect of each and every such claim

The indemnity provided by this extension will not apply to legal liability

1. in respect of
  - i) Injury to any person
  - ii) loss of or damage to Property
  - iii) nuisance trespass obstruction loss of amenities or interference with any right of way air light or water
  - iv) wrongful arrest detention imprisonment or eviction of any person or invasion of the right of privacy
2. arising under contract whether by virtue of express agreement or otherwise
3. for the actual cost or reduction in value of any property

### Legionellosis Liability

Policy Exclusions Section Three 6 shall not apply to any discharge release or escape of Legionella or other air-borne pathogens from water tanks water systems air conditioning plants cooling towers and the like

Provided that

- a) the Company will only indemnify the Insured

- i) in respect of claims arising from Pollution or Contamination which arise out of or as a consequence of any discharge release or escape of Legionella or other air-borne pathogens from water tanks water systems air conditioning plants cooling towers and the like first made in writing to the Insured during the Period of Insurance  
or
- ii) if the first notification of a circumstance which has caused or is alleged to have caused Injury or Damage and can be reasonably expected to give rise to a claim arising from Pollution or Contamination which arises out of or as a consequence of any discharge release or escape of Legionella or other air-borne pathogens from water tanks water systems air-conditioning plants cooling towers and the like is notified to the Company during the Period of Insurance or within 30 days after the expiry of the same Period of Insurance

- b) Our liability under this Extension for all Compensation (including interest thereon) and claimants costs and expenses payable shall not exceed £1,000,000 and for all claims arising from Pollution or Contamination shall not exceed the Limit of Indemnity as stated in the Schedule
- c) this Extension shall not apply to any claim arising from Pollution or Contamination which arises out of or as a consequence of any discharge release or escape of Legionella or other air borne pathogens from water tanks water systems air conditioning plants cooling towers and the like if before the Period of Insurance the Insured had become aware of circumstances which have given or may give rise to such Pollution or Contamination

### Liability for Hired or Rented Premises

This Section is extended to indemnify the Insured against all such sums that the Insured shall become legally liable to pay as a result of accidental damage to premises (including fixtures and fittings) within Great Britain Northern Ireland the Isle of Man or the Channel Islands which You hire rent and occupy in connection with the Business

The Company shall not be liable in respect of

- a) the first £250 of any claim caused other than by fire or explosion
- b) liability imposed on You solely by reason of the terms of the hiring or renting agreement
- c) legal liability as a result of Damage against which the hiring or renting agreement specifies that insurance is taken out by You or on Your behalf

### Manslaughter Costs Extension

The indemnity provided by this Section extends to include

- a) legal costs and expenses incurred by You or any person entitled to indemnity with the prior written consent of the Company in
  - i) the course of an investigation leading to the offence of
  - ii) defending You against criminal proceedings in connection with a charge of

## Section 3 – Public Liability

- iii) an appeal against any conviction resulting from a prosecution for manslaughter corporate manslaughter corporate homicide or culpable homicide as a result of any death happening during the Period of Insurance which may be the subject of indemnity under the Policy
- b) prosecution costs awarded against You or any person entitled to indemnity as a result of any conviction for such an offence

Provided always that

- 1) The maximum amount payable under this Extension shall not exceed £1,000,000 in all during any one Period of Insurance
- 2) The Company shall not be liable to make any payment under this Extension in respect of
  - a) the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by the Company
  - b) fines or penalties or the cost of implementing any remedial order or publicity order
  - c) an appeal unless advice has been obtained from a Queen's Counsel that such appeal has strong prospect of success
  - d) an appeal against any fine penalty remedial order or publicity order
  - e) costs incurred as a result of the failure to comply with any remedial order or publicity order
  - f) costs and expenses insured by any other policy
  - g) any investigation or prosecution brought other than under the laws of Great Britain Northern Ireland the Channel Islands or the Isle of Man

### Overseas Personal Liability

The Company will indemnify the Insured and if the Insured so request any director or partner of the Insured any Employee or spouse of such person against legal liability incurred in a personal capacity whilst temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the Business The indemnity will not apply

- a) to legal liability arising out of the ownership or occupation of land or buildings
- b) in respect of which any person referred to above is entitled to indemnity under any other insurance

### Conditions

The following conditions apply to this Section.

(Also refer to the Policy Conditions towards the back of this booklet).

### Suspension of Cover

We may, at any reasonable time, inspect any property and, in the event of any defect or danger being apparent, We may by written notice to You suspend all Our liability by this Section that might otherwise arise from such defect or danger.

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

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

# Section 4 – Employers Liability

Only applicable if this Section is shown as operative in the Schedule

## Definitions

(Also refer to the Policy Definitions at the front of this booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

## Compensation

Damages including interest

## Limit of Indemnity

Damages including interest

## Costs and Expenses

- 1) Fees for The Insured's legal representation at
  - a) any Coroner's Inquest or Fatal Accident Inquiry
  - b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty

- 2) Costs and Expenses

incurred with Our written consent

- 3) Any Claimants legal costs for which the Insured is legally liable

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

## Defined Territories

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or offshore installations within the Continental Shelf around such territories.

## Limit of Indemnity

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

## Territorial Limits

Anywhere in the world in connection with the Business conducted from Your Premises within the Defined Territories.

We will not provide indemnity in respect of Injury to any Employee engaged by You outside the Defined Territories for the purposes of work outside the Defined Territories.

## The Insured

- 1) You
- 2) Your personal representatives in respect of legal liability You incur
- 3) At Your request
  - a) any director, partner or Employee of Yours
  - b) the officers, committees and members of Your
    - i) canteen, social, sports, educational and welfare organisations

- ii) first aid, fire, security and ambulance services in their respective capacities as such
  - c) any principal for whom You are carrying out a contract, to the extent required by the contract conditions
  - d) those who hire plant to You to the extent required by the hiring conditions
- or the personal representatives of any of these persons
- In respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You

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

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

## The Cover

We will indemnify The Insured against

- 1) legal liability to pay Compensation and
- 2) Costs and Expenses

in respect of Injury caused during the Period of Insurance to any Employee arising out of and in the course of employment by You in the Business within the Territorial Limits.

The maximum We will pay is the Limit of Indemnity.

## Clauses

The following clauses apply to this Section.

## Additional Persons Insured

- a) In the event of the death of any person entitled to indemnity under this Section the Company will indemnify in the terms of this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
- b) At the request of the Insured the Company will indemnify in the terms of this Section
  - a)
    - i) any principal in respect of liability arising out of the performance by the Insured of any agreement entered into by the Insured with the principal to the extent required by such agreement
    - ii) any director of the Insured or Employee in respect of liability arising in connection with the Business Provided that the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured
  - b)
    - i) any officer committee or member of the Insureds canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such
    - ii) any director or senior official of the Insured in respect of private work undertaken by any Employee for such director or senior official

## Section 4 – Employers Liability

Provided that

- i) each person shall, as though they were You, observe fulfil and be subject to the terms of this Section insofar as they can apply
- ii) the Company shall retain the sole conduct and control of all claims

### Compensation for Court Attendance

In the event of the undermentioned persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Company will provide compensation to the Insured at the following rates per day for each day on which attendance is required

- a) any director or partner of the Insured £250
- b) any Employee £150

### Employers' Liability Tracing Office

Certain information relating to your insurance policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office, (the ELTO) and added to an electronic database, (the Database).

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance:

Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the Claimants):

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

The Database will be managed by the ELTO.

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

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

### Manslaughter Costs Extension

The indemnity provided by this Section extends to include

- a) legal costs and expenses incurred by You or any person entitled to indemnity with the prior written consent of the Company in
  - i) the course of an investigation leading to the offence of
  - ii) defending You against criminal proceedings in connection with a charge of

- iii) an appeal against any conviction resulting from a prosecution for manslaughter corporate manslaughter corporate homicide or culpable homicide as a result of any death happening during the Period of Insurance which may be the subject of indemnity under the Policy

- b) prosecution costs awarded against You or any person entitled to indemnity as a result of any conviction for such an offence

provided always that

- 1) The maximum amount payable under this Extension shall not exceed £1,000,000 in all during any one Period of Insurance
- 2) The Company shall not be liable to make any payment under this Extension in respect of
  - a) the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by the Company
  - b) fines or penalties or the cost of implementing any remedial order or publicity order
  - c) an appeal unless advice has been obtained from a Queen's Counsel that such appeal has strong prospect of success
  - d) an appeal against any fine penalty remedial order or publicity order
  - e) costs incurred as a result of the failure to comply with any remedial order or publicity order
  - f) costs and expenses insured by any other policy
  - g) any investigation or prosecution brought other than under the laws of Great Britain Northern Ireland the Channel Islands or the Isle of Man

### Right of Recovery

This Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain Northern Ireland the Channel Islands or the Isle of Man but the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of such law

### Unsatisfied Court Judgements

In the event of Injury to an Employee sustained during the Period of Insurance and arising out of his/her employment by the Insured in the course of the Business which results in a judgement for damages being obtained by such Employee or his/her personal representatives and which remains unsatisfied in whole or in part six months after the date of such judgement the Company will at the request of the Insured pay to the Employee or his/her personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

provided that

- a) the judgement for damages is obtained
  - i) in a court of law within Great Britain Northern Ireland the Channel Islands or the Isle of Man
  - ii) against a company partnership or individual other than the Insured conducting a business at or from premises within the territories described in (a) (i) above
- b) there is no appeal outstanding

## Section 4 – Employers Liability

- c) this judgement relates to Injury which would otherwise be within the terms of the Policy
- d) if any payment is made under the terms of this extension the Employee or the personal representatives of the Employee shall assign the judgement to the Company

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

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

## Section 5 – Terrorism Insurance

Only applicable if this Section is shown as operative in the Schedule

### Definitions

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

The following definitions apply to this Section and shall keep the same meaning where ever they appear in the Section, unless an alternative definition is stated to apply.

#### Act of Sabotage

means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

#### Act of Terrorism

means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

#### Damage

Loss of or physical damage or destruction to Property Insured.

#### Occurrence

shall mean any one loss or series of losses arising out of and directly occasioned by any one act or series of Acts of Terrorism or Acts of Sabotage for the same purpose or cause sustained by You at the Premises during any period of 72 consecutive hours arising out of the same purpose or cause. However no such period of 72 consecutive hours may extend beyond the expiration of this Policy unless You shall first sustain direct physical damage by an Act of Terrorism or an Act of Sabotage prior to expiration and within said period of 72 consecutive hours nor shall any period of 72 consecutive hours commence prior to the attachment of this Policy.

#### Property Insured

All property as detailed in the Schedule.

### The Cover

We will indemnify You in respect of any one Occurrence of loss or Damage by an Act of Terrorism or Act of Sabotage during the Policy Period.

### Basis of Settlement

The maximum We will pay under this Section in any one Period of Insurance will not exceed the limit of liability or Sum Insured or a limit specified in any extension under Section 1 - The Buildings or Section 2 – Rental Income.

Provided always that insurance by this Section

- a. Is not subject to the General Policy Exclusions
- b. Is subject otherwise to all General Policy Terms and conditions except where expressly varied within this Section.

### Exclusions

- 1) We will not cover loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon.
- 2) We will not cover claims caused by or happening through riot, civil commotion, war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- 3) We will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss directly or indirectly caused by, or contributed to by, or in connection with, or arising from biological or chemical pollution or contamination.
- 4) We will not cover loss or damage arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination may have been caused.



# Policy Exclusions

## Section One and Two

The insurance by these Sections does not cover

1. Damage caused by or consisting of
    - a) inherent vice latent defect gradual deterioration wear and tear frost change in water table level its own faulty or defective design or materials
    - b) the bursting by steam pressure of a boiler economiser vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured other than
      - in respect of Section 1 – a boiler used for domestic purposes only
      - in respect of Section 2 – any boiler or economiser on the Premises or a boiler used for domestic purposes only
    - c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds But this shall not exclude subsequent Damage or subsequent loss resulting from Damage which itself results from a cause not otherwise excluded
  2. Damage caused by or consisting of
    - a) faulty or defective workmanship operational error or omission on the part of the Insured or any of his Employees but this shall not exclude
      - i) such Damage not otherwise excluded which itself results from a Defined Peril
      - ii) subsequent Damage which itself results from a cause not otherwise excluded
    - b) acts of fraud or dishonesty by the Insured's Employee  
but this shall not exclude such Damage not otherwise excluded which itself results from a Defined Peril
  3. Damage caused by or consisting of
    - a) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
    - b) change in temperature colour flavour texture or finish
    - c) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
    - d) mechanical or electrical breakdown or derangement of the particular machine apparatus or equipment in which such breakdown or derangement originates
    - e) in respect of Section 2 – the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunication services
  4. Infidelity or dishonesty of the Insured or any of their Employees or other persons to whom Property Insured may be entrusted nor loss destruction or damage resulting from the Insured voluntarily parting with title or possession of any property if induced to do so by any fraudulent scheme trick device or false pretence or any unexplained loss or loss or shortage disclosed on taking inventory
  5. a) in respect of Section 1  
loss or destruction or damage caused by pollution or contamination but this shall not exclude destruction of or damage to the Property Insured not otherwise excluded caused by
    - i) pollution or contamination which itself results from a Defined Peril
    - ii) a Defined Peril which itself results from pollution or contamination
  - b) in respect of Section 2  
loss resulting from pollution or contamination but this shall not exclude loss resulting from destruction of or damage to property used by the Insured at the Premises for the purpose of the Business not otherwise excluded caused by
    - i) pollution or contamination at the Premises which itself results from a Defined Peril
    - ii) a Defined Peril which itself results from pollution or contamination
  6. Damage caused by or consisting of
    - a) subsidence ground heave or landslip unless resulting from fire explosion earthquake or the escape of water from any tank apparatus or pipe
    - b) normal settlement or bedding down of new structures
  7. Damage caused by or consisting of or arising directly or indirectly from
    - a) disappearance unexplained or inventory shortage misfiling or misplacing of information
    - b) in respect of Section 2
      - i) erasure loss distortion or corruption of information on computer systems or other records programs or software caused deliberately by rioters strikers locked-out workers persons taking part in labour disturbances or civil commotion or malicious persons
      - ii) other erasure loss distortion or corruption of information on computer systems or other records programs or software unless resulting from a Defined Peril insofar as it is not otherwise excluded
- But this will not exclude
- i) such Damage not otherwise excluded which itself results from a Defined Peril or from any other accidental loss destruction or damage
  - ii) subsequent Damage which results from a cause not otherwise excluded

# Policy Exclusions

8.
  - a) in respect of Section 1 destruction of or damage to a building or structure caused by its own collapse or cracking
  - b) in respect of Section 2 loss resulting from destruction of or damage to a building or structure used by the Insured at the Premises caused by its own collapse or cracking

unless resulting from a Defined Peril in so far as it is not otherwise excluded
9. Damage in respect of movable property in the open fences and gates by wind rain hail sleet snow flood or dust unless such Damage is caused to a building at the Premises at the same time
10. Damage in respect of
  - a) glass (other than fixed glass) china earthenware marble or other fragile or brittle objects
  - b) in respect of Section 1 – curiosities or works of art other than such Damage caused by a Defined Peril and not otherwise excluded
11. Unless specifically mentioned as insured under Section 1
  - a) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection
  - b) land roads pavements piers jetties bridges culverts or excavations
  - c) trees or growing crops
12. In respect of Section 1 – property which at the time of the happening of Damage is insured by or would but for the existence of this Policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected
13. In respect of Section 1 – any property more specifically insured by or on behalf of the Insured
14. Any claims caused by or happening through war invasion act of foreign enemy hostilities (whether war is declared or not) civil war civil rebellion warlike operations revolution insurrection or military or usurped power confiscation nationalisation requisition seizure or destruction or damage to property by or under the order of any government or public or local authority
15. Damage or any other loss or expense whatsoever resulting or arising therefrom or any other liability or loss directly or indirectly caused by or contributed to by or arising from
  - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
16. Loss damage cost or expense of whatsoever nature directly or indirectly caused by or resulting from or in connection with
  1. For England Scotland Wales the Channel Islands and the Isle of Man
    - a) any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
    - b) any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism
  2. For Northern Ireland
    - a) any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
    - b) any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism
    - c) riot civil commotion and (except for damage or loss caused by fire or explosion) strikers locked out workers or persons taking part in labour disturbances or malicious persons

If the Company alleges that by reason of this exclusion any loss damage cost or expense is not covered by these Sections of the Policy the burden of proving the contrary shall be upon the Insured

In the event any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

**Definition – Terrorism**

For England Scotland and Wales Terrorism is defined as 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

For Northern Ireland Terrorism is defined as an act including but not limited to the use of force or violence and or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear

For the Channel Islands and the Isle of Man Terrorism is defined as an act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing by force or violence of any government de jure or de facto
17. Any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from
 

Damage to or the destruction of any Computer Systems or any alteration modification distortion erasure or corruption of Data

# Policy Exclusions

in each case whether the property of the Insured or not where such 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

but this shall not exclude subsequent Damage or consequential loss not otherwise excluded which itself results from a Defined Peril covered by this Section except for Damage caused by malicious persons other than thieves

## Definitions

For the purposes of this Exclusion the following Definitions apply

### Computer Systems

Computer Systems means any computer or other equipment or component or system or item which processes stores transmits or receives Data

### Data

Data means any data of any sort whatever including without limitation tangible or intangible data and any programs or software bandwidth cryptographic keys databases documents domain names or network addresses or anything similar files interfaces metadata platforms processing capability storage media transaction gateways user credentials websites or any information whatever

### Denial of Service Attack

Denial of Service Attack means any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability or performance of networks network services network connectivity or Computer Systems Denial of Service Attacks include but are not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems

### Hacking

Hacking means unauthorised access to any Computer Systems whether the property of the Insured or not

### Phishing

Phishing means access or attempted access to Data made by means of misrepresentation or deception

### Virus or Similar Mechanism

Virus or Similar Mechanism means program code programming instruction or any set of instructions constructed with the purpose and ability or purposely used to damage interfere with adversely affect infiltrate or monitor computer programs Computer Systems Data or operations whether involving self-replication or not The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage interfere with adversely affect infiltrate or monitor as above

but this shall not exclude subsequent Damage or consequential loss not otherwise excluded which itself results from a Defined Peril covered by this Section except for Damage caused by malicious persons other than thieves

## Sections One Two and Three

Under these Sections the Company shall not be liable to any claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data processing service product microchip micro processor integrated circuit embedded chip or similar device computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000

- i) correctly to recognise any date as its true calendar date
- ii) to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- iii) to capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date but this shall not exclude in respect of Sections 1 (Buildings) and 2 (Rental Income) subsequent Damage not otherwise excluded which itself results from a Defined Peril

## Section Three

Under this Section the Company shall not be liable for any claim in respect of

1. Injury to any Employee
2. Loss of or damage to
  - a) property belonging to the Insured
  - b) property which is leased let rented hired or lent to or which is the subject of a bailment to the Insured
3. Injury loss or damage caused by or in connection with or arising out of the ownership possession or use by or on behalf of the Insured of any
  - a) aircraft hovercraft or watercraft
  - b) mechanically-propelled vehicle or trailer attached thereto (other than motorised garden implements used to maintain the land belonging to the premises described in the Schedule)
4. Any consequence whether direct or indirect of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
5. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

# Policy Exclusions

6. Liability for 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 shall be deemed to have occurred at the time such incident takes place

The liability of the Company for all damages payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule

For the purpose of this clause 'Pollution or Contamination' shall be deemed to mean

- i) all Pollution or Contamination of buildings or other structures or of water or land or the atmosphere and
- ii) all loss or damage or injury directly or indirectly caused by such Pollution or Contamination

7. Applicable only to Section 3

The insurance provided by Section 3 of this Policy is subject to the following Terrorism Limitations

The liability of the Company for all damages, costs and expenses payable in respect of all occurrences of a Terrorist Act during any one Period of Insurance shall not exceed in the aggregate the sum of £2,000,000.

Provided that if the monetary amount of the Limit of Indemnity stated in the Schedule is less than £2,000,000 then such lesser monetary amount shall apply as the Company's maximum liability for all damages, costs and expenses payable in respect of all occurrences of a Terrorist Act during any one Period of Insurance.

For the purposes of this Clause, Terrorist Act means any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

2. This Section does not provide an indemnity in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or other compulsory road traffic act legislation

3. Applicable only to Section 4

The liability of the Company under this Section for damages costs and expenses payable in respect of any one claim against the Insured or series of claims against the Insured arising out of one event shall not exceed £5,000,000 This limitation shall only apply in respect of any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from a Terrorist Act

For the purposes of this Clause Terrorist Act means any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat force or violence or other means

## Section Four

1. So far as concerns the liability of any principal or liability assumed by the Insured under agreement and which would not have attached in the absence of such agreement this Section shall not apply to any liability of whatsoever nature directly or indirectly caused by or contributed to or arising from
- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

# Special Clauses

Only operative if this Section is shown as applicable in the Schedule

## 1. Subsidence Ground Heave and Landslip

Notwithstanding Exclusions 6(a) and 6(b) the insurance by Sections 1 and 2 extends to cover Damage caused by Subsidence or Ground Heave of any part of the site on which the property stands or Landslip excluding

- a) the amount specified under Excesses in the Schedule in respect of each and every loss in respect of Section 1 at each separate premises as ascertained after the application of any Condition of Average
- b) Damage to yards forecourts car parks roads pavements walls gates and fences and in respect of blocks of flats and private dwellings only outdoor swimming pools tennis courts patios paved terraces paths drives unless also affecting a building insured hereby
- c) Damage caused by or consisting of
  - i) the normal settlement or bedding down of new structures
  - ii) the settlement or movement of made-up ground
  - iii) coastal or river erosion
  - iv) defective design or workmanship or the use of defective materials
  - v) fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
- d) Damage which originated prior to the inception of this cover
- e) Damage resulting from
  - i) demolition construction structural alteration or repair of any propertyor
  - ii) groundwork or excavationat the Premises

### Special Conditions

Insofar as this insurance relates to Damage caused by Subsidence Ground Heave or Landslip

- a) The Insured shall notify the Company as soon as reasonably practicable after they become aware of any demolition ground works excavation or construction being carried out on any adjoining site
- b) The Company shall then have the right to vary the terms or cancel this cover

## 2. Temporary Cover

The first premium has been calculated to take into account the cost of temporary cover (in accordance with particulars lodged with the Company) pending this Policy being issued

## 3. Long Term Undertaking

The discount shown in the Schedule is allowed off the net premiums on this Policy in consideration of the Insured having given an undertaking expiring on the date stated in the Schedule to offer annually the insurance under this Policy on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premium annually in advance it being understood that

- a) the Company shall be under no obligation to accept an offer made in accordance with the above-mentioned undertaking
- b) where appropriate the Sum Insured may be reduced at any time to correspond with any reduction in value/rental income

The above-mentioned undertaking applies to any policy (or policies) which may be issued by the Company in substitution for this Policy and the same discount shall be allowed off the net premiums on any substituted policy or policies issued by the Company Payment of the premium due at the expiry date shown in the Schedule shall be deemed acceptance by the Insured of the terms of this clause

## 4. Failure of Other Insurances

The insurance by Sections 1 and 2 extends to cover

- a) Damage to Buildings
- b) loss of Rent Receivable following Damage to buildings in which the Insured has an insurable interest but under the terms of the lease the responsibility for arranging adequate insurance cover rests with a third party lessee or third party lessor

Provided that

- a) a valid enforceable lease is in force
- b) the Insured could not have prevented such failure
- c) this Extension shall only apply
  - i) in the event of failure of the third party's insurance and then only for the excess beyond the amount payable under such insurance
  - ii) in respect of claims arising directly from a contingency specified in the lease but in no case greater in scope than the cover provided by this Policy
- d) at any one Premises this cover shall not exceed
  - i) in respect of Section 1 20% of the total Sum Insured by the Section but in no case exceeding £2,000,000
  - ii) in respect of Section 2 20% of the total Sum Insured or £250,000 whichever is the less

Further it is a condition of the insurance by each Section that

1. the Insured has procedures in place to check that lessees or lessors have effected and maintain adequate insurance cover including any Terrorism cover
2. on discovery of a failure to insure or to insure for reinstatement value the Insured shall as soon as reasonably practicable effect adequate insurance cover including against Terrorism where they have elected to take Terrorism cover
3. subrogation rights are not waived in respect of damage caused by Terrorism

# Policy Conditions

## 1. Alteration of Risk

You must notify Us prior to or immediately if, during the Period of Insurance if there is any alteration in Your ownership of the Business, or if there is any alteration to the detailed in the Schedule or otherwise comprising the risk presentation made by You to Us at inception renewal or alteration of the policy, which materially increases the risk of loss or Damage as insured by this policy. This may include but is not limited to alterations:

- a) In or to the Business
- b) Due to the Business being wound up or carried on by a liquidation or receiver or permanently discontinued,
- c) Due to its disposal or removal,
- d) In respect of which Your interest ceases except by operation of law,
- e) In respect of the risk of subsidence, ground heave or landslip where any demolition, construction, ground works or excavation work is being carried out on any site adjoining The premises.

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

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

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

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

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

- (i) treat the appropriate Section and the policy as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired Period of Insurance, if We would have cancelled the Section and the policy had We known of the increase in risk
- (ii) treat the Section and the policy as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as We would have applied had We known of the increase in risk
- (iii) reduce proportionately the amount paid or payable on any claim, the proportion for which We are liable being calculated by comparing the premium actually charged as a percentage of the premium which We would have charged had We known of the increase in risk.

## 2. Arbitration

Applicable to Sections 1, 2 and 5.

If any difference shall arise as to the amounts to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company

## 3. Cancellation

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

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

- (b) Other than when Policy Condition (7) Fraud applies, We may cancel Your policy
  - (i) by sending You 30 days written notice to Your last known address.

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

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

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

## 4. Claims – Duties of the Insured

On the happening of any event which may give rise to a claim the Insured shall

- a) General – applicable to all Sections
  - i) notify the Company immediately
  - ii) take all practicable steps to recover property lost and otherwise minimise the claim



# Policy Conditions

- iii) inform the Police immediately on discovery if the loss or damage is caused by thieves malicious persons or vandals or by riot civil commotion strikes or labour disturbances
  - iv) give all information and assistance the Company may require
- b) Applicable to Section 1 – Buildings
- within 30 days or such further time as the Company may in writing allow deliver to the Company a written claim providing at their own expense all details proofs and information regarding the cause and amount of Damage as the Company may reasonably require together with details of any other insurances on any property insured by this Policy and (if demanded) a statutory declaration of the truth of the claim and of any related matters
- No claim under this Section shall be payable unless the terms of this condition have been complied with
- c) Applicable to Section 2 – Rental Income
- within 30 days after the expiry of the Indemnity Period or within such further time as the Company may in writing allow at their own expense deliver to the Company a statement setting out particulars of the claim together with details of all other insurances covering any part of the Damage or resulting loss of rental income
- The Insured shall at their own expense also provide the Company with such books of account and other business books vouchers invoices balance sheets and other documents proofs information explanations and other evidence as may reasonably be required by the Company for the purpose of investigating or verifying such claim together with (if demanded) a statutory declaration of the truth of the claim and of any related matter
- No claim under this Section shall be payable unless the terms of this condition have been complied with and in the event of non-compliance therewith in any respect any payment on account of the claim already made shall be repaid to the Company immediately
- d) Applicable to Sections 3 and 4 – Public Liability and Employers Liability
- i) not make or allow to be made on their behalf any admission offer promise payment or indemnity without the written consent of the Company
  - ii) immediately forward to the Company every letter claim writ summons and process immediately upon receipt without acknowledgement
  - iii) advise the Company in writing immediately they have any knowledge of any impending prosecution inquest Fatal Accident or Ministry Enquiry

## 5. Claims – Rights of the Company

The Company

- i) On the happening of Damage in respect of which a claim is made may without thereby incurring any liability or diminishing any of the Company's rights under this Policy enter take or keep possession of the premises where such Damage has occurred and take possession of or require to be delivered to the Company any property insured and deal with such property for all reasonable purposes and in any reasonable manner
- No claim under Section 1 shall be payable unless the terms of this condition have been complied with
- No property may be abandoned to the Company whether taken possession of by the Company or not
- ii) shall have full discretion in the conduct of any proceeding and in the settlement of any claim

## 6. Contracts (Rights of Third Parties) Act

The parties to this contract do not intend that any clause or term of this contract should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this contract

## 7. Fraud

If You or anyone acting on Your behalf:

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

We will:

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

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

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

## 8. Identification

This Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they may appear



# Policy Conditions

## 9. Instalments Clause

If the premium on this Policy is payable by the Company's Budget Plan and the Insured does not pay each instalment on the due date all cover under the Policy is cancelled automatically from the date such instalment was due or where statute requires the giving of notice the day following the expiry of such notice

If the premium on this Policy is payable by the Company's Budget Plan and during the current period of insurance

- a claim has been made under the Policy for which We have made a payment
- a claim has been made under the Policy which is still under consideration
- an incident has occurred which is likely to give rise to a claim but is yet to be reported to Us

the annual premium remains due in full. In such case monthly collections must continue or a one off payment be agreed to settle the outstanding amount

Where a one off payment is not made to settle the outstanding amount You must continue with the instalment payments. Alternatively we may deduct any outstanding instalments from any claim payment that may be due to You or payable on your behalf

Any instalments payments legitimately taken prior to the notification of cancellation of the Budget Plan agreement will be retained. Any refund of premium will be in respect of any subsequent collections taken between the time of notification and cancellation

## 10. Fair Presentation of the Risk

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

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

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

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

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

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

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

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

- (a) reduce proportionately the amount paid or payable on any claim, the proportion for which We are liable being calculated by comparing the premium actually charged as a percentage of the premium which We would have charged had You made a fair presentation; and/or
- (b) treat the policy as if it had included such additional terms (other than those requiring payment of premium) as We would have imposed had You made a fair presentation.

For the purposes of this condition references to:

- (i) avoiding a policy means treating the policy as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the policy), the renewal date (where the failure occurs at renewal of the policy), or the variation date (where the failure occurs when the policy is varied),
- (ii) refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires,
- (iii) issuing a policy should be treated as the references to issuing the policy at inception, renewing or alteration of the Policy as the context requires,
- (iv) premium should be treated as the premium payable for the particular contract of insurance which is subject to this condition (where there is more than one contract of insurance).

## 11. Observance of Terms

It is a condition precedent to any liability on the part of the Company under this Policy that the terms hereof so far as they relate to anything to be done or complied with shall be duly and faithfully observed

## 12. Other Insurances and Average

- a) Applicable to Section 1 – Buildings

If at the time of any Damage there is any other insurance effected by or on behalf of the Insured covering any of the property damaged the liability of the Company hereunder shall be limited to its rateable proportion of such Damage

If any other insurance shall be subject to any average (under insurance) condition this Section if not already subject to any Condition of Average shall be subject to Average in like manner

If any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this Section either in whole or in part or from contributing rateably the liability of the Company hereunder shall be limited to that proportion of the Damage as the Sum Insured hereby bears to the value of the property

- b) Applicable to Section 2 – Rental Income

If at the time of any Damage resulting in a loss under this Section there be any other insurance effected by or on behalf of the Insured covering such loss or any part of it the liability of the Company hereunder shall be limited to its rateable proportion of such loss

# Policy Conditions

- c) Applicable to Sections 3 and 4 – Public Liability and Employers Liability  
The Company will not indemnify the Insured in respect of liability which is insured by or would but for the existence of the Section be insured by any other policy except in respect of any excess beyond the amount payable under such other policy had this insurance not been effected

## 13. Reasonable Precautions

The Insured shall

- a) take all reasonable precautions to prevent occurrences which may give rise to Damage or accidents
- b) take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority
- c) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require

## 14. Reinstatement

If any property insured by Section 1 is to be reinstated or replaced by the Company the Insured shall at their own expense provide all such plans documents books and information as may be reasonably required

The Company shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than its Sum Insured

## 15. Rights of Recovery

Any claimant under this Policy shall at the request and at the expense of the Company take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured before or after any payment is made by the Company

The Company shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured at its own expense and for its own benefit any claim for indemnity or damages or otherwise

## 16. Subjectivity Condition

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

- (1)
    - (a) You providing Us with any additional information requested,
    - (b) You completing any actions agreed between You and Us,
    - (c) You allowing Us to complete any actions agreed between You and Us.
- by the required date(s),

- (2) You allowing Us access to the Premises, Your contract sites, and/or the Business, to carry out survey(s), within 60 days of the inception or renewal date, unless We agree otherwise in writing,
- (3) You complying with all survey risk improvements to make alterations to the Premises or contract sites by the required date(s),

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

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

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

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

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

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

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

## 17. Sanctions Condition

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of Your policy that We will not provide cover, or pay any claim or provide any benefit under Your policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us, or Our parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

# Complaints and Compensation

## Making a Complaint

(not applicable to the Legal Expenses Insurance Section)

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

### What happens if You complain

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

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

If You are disappointed with any aspect of the handling of Your insurance, please contact the Complaints Manager at

Arch Insurance Company (Europe) Limited  
5th Floor  
Plantation Place South  
60 Great Tower Street  
London  
EC3R 5AZ

[complaints@archinsurance.co.uk](mailto:complaints@archinsurance.co.uk)

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

## Refer Your complaint to the Financial Ombudsman Service

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

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

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

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

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

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

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

## Financial Services Compensation Scheme

Arch Insurance Company (Europe) Ltd and the insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS).

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

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

# Legal Expenses Section

## Legal Expenses Insurance Section

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

DAS Head and Registered Office:

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

Registered in England and Wales, number 103274.

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

DAS Law Limited Head and Registered Office:

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

Registered in England and Wales, number 5417859.

Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority.

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

### appointed representative

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

### business

As shown in the policy schedule.

### business premises

As shown in the policy schedule.

### costs and expenses

- 1 All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **us** in accordance with the **DAS Standard Terms of Appointment**.
- 2 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

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

## DAS Standard Terms

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

### date of occurrence

- 1 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.)
- 2 For criminal cases, the date the **insured person** began, or is alleged to have begun, to break the law.
- 3 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.
- 4 For insured incident **Tax protection**, the date when HM Revenue & Customs, or the relevant authority, first notifies **you** of its intention to carry out an enquiry. For **VAT** or **employer compliance disputes**, the date the dispute arises during the **period of insurance**.
- 5 For insured incident **Legal defence - Statutory notice appeals**, the date when the **insured person** is issued with the relevant notice and has the right to appeal.

### employer compliance dispute

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

### insured person

- 1 **You** and the directors, partners, managers, employees and any other individuals declared to us by **you**.
- 2 The estates, heirs, legal representatives or assigns of any person mentioned in (a) above in the event of such person dying.
- 3 A person contracted to work for **you** who is in other respects insured by **you** on the same basis as **your** employees, and performs work under **your** supervision and direction.

### period of insurance

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

### preferred law firm or tax consultancy

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

# Legal Expenses Section

## reasonable prospects

1. For civil cases, (other than insured incidents **Employment disputes and compensation awards** and **Legal defence**) the prospects that the **insured person** will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **We**, or a **preferred law firm** or **tax consultancy** on **our** behalf, will assess whether there are **reasonable prospects**.
2. 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%
3. For all civil and criminal appeals the prospects of a successful outcome must be at least 51%.

## tax enquiry

1. includes a request to examine any aspect of **your** (and at **your** request, **your** directors and partners) books and records; or
2. advises of a check of **your** (and at **your** request, **your** directors and partners) whole tax return.

## the premises

The property or properties 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.

## we, us, our, DAS

DAS Legal Expenses Insurance Company Limited.

## you, your

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

## Our Agreement

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

1. **reasonable prospects** exist for the duration of the claim (other than for employment and legal defence cases)
2. the **date of occurrence** of the insured incident is during the **period of insurance**
3. any legal proceedings will be dealt with in the **countries covered** by

- a. a court; or
  - b. employment tribunal or employment appeal tribunal; or
  - c. an arbitration proceeding where the parties to a dispute appoint an arbitrator to determine the evidence and issue a decision which is recognised by and enforced through a court; or
  - d. the Equality and Human Rights Commission, Equality Commission for Northern Ireland
  - e. any other body which replaces any of the above or which we agree to; and
4. the insured incident happens within the **countries covered**.

## What we will pay

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

1. the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £500,000
2. the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm** or **tax consultancy**. The amount **we** will pay a law firm (where acting as an **appointed representative**), is currently £100 per hour. This amount may vary from time to time
3. in respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
4. for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this section of the policy, **we** must agree that **reasonable prospects** exist
5. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award
6. in respect of **Legal defence - Jury service and court attendance** – the maximum **we** will pay is the **insured person's** net salary or wages for the time that the **insured person** is absent from work less any amount the court pays.

## What we will not pay

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

# Legal Expenses Section

## Insured Incidents

### 1. Employment Disputes and Compensation Awards

#### 1A. Employment Disputes

##### What is covered

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

1. before the issue of legal proceedings in a court or tribunal:
  - a. following the dismissal of an employee
  - b. where an employee or ex employee has contacted ACAS to commence the Early Conciliation procedure;or
2. in unfair dismissal disputes under the ACAS Arbitration Scheme;
or3. in legal proceedings in respect of any dispute relating to:
  - a. a contract of employment with you;
or
- b. an alleged breach of the statutory rights of an employee or prospective employee under employment legislation

##### What is not covered

A claim relating to the following:

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

#### 1B. Compensation Awards

##### What is covered

We will pay:

1. any basic and compensatory award; and/or
2. an order for compensation following a breach of **your** statutory duties under employment legislation

in respect of a claim **we** have accepted under Employment Disputes.

Provided that:

1. in cases relating to performance and/ or conduct, **you** have throughout the employment dispute either:
  - a. followed the ACAS Code of Disciplinary and Grievance Procedures; or
  - b. followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
  - c. sought and followed advice from **our** legal advice service (Telephone **0330 100 9617**)
2. for an order of compensation following **your** breach of statutory duty under employment legislation **you** have at all times sought and followed advice from **our** legal advice service since the date when **you** should have known about the employment dispute (Telephone **0330 100 9617**)
3. for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **you** have sought and followed advice from **our** Claims Department prior to serving notice of redundancy (Telephone **0330 100 9617**)
4. the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **us**.

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

##### What is not covered

1. Any compensation award relating to the following:
  - 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. 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.
5. A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

#### 1C. Employee Civil Legal Defence

##### What is covered

**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:



# Legal Expenses Section

- 1 under legislation for unlawful discrimination; or
- 2 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.

## 1D. Service Occupancy

### What is covered

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

### What is not covered

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

## 2. Legal defence

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

### 2A. Criminal Pre-proceedings Cover

#### What is covered

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

#### What is not covered

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

### 2B. Criminal prosecution defence

#### What is covered

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

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

#### What is not covered

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

### 2C. Data Protection

If civil action is taken against the **insured person** for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/or a data processor by:

- a) An individual. **We** will also pay any compensation award in respect of such a claim.
- b) A data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor.

Please note **we** will not pay any compensation award in respect of such a claim.

Provided that:

In respect of 2C (a) any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in advance by **us**.

Please note **we** will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body. Please see Section Exclusions 3 on page 46.

### What is not covered

A claim relating to the following:

- 2C. a) the loss, alteration, corruption or distortion of, or damage to stored personal data, or
- b) a reduction in the functionality, availability, or operation of stored personal data

resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code, computer virus or similar mechanism.

Please note this exclusion applies to section 2C of the Legal Defence cover

## 2D. Wrongful Arrest

### What is covered

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**.

## 2E. Statutory Notice Appeals

### What is covered

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

### What is not covered

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



# Legal Expenses Section

## 2F. Jury Service and Court Attendance

### What is covered

An **insured person's** absence from work:

- 1 to perform jury service
- 2 to attend any court or tribunal at the request of the **appointed representative**.

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

Provided that:

- 1 for claims relating to the Health and Safety at Work Act 1974 the **countries covered** shall be any place where the Act applies
- 2 **you** request **us** to provide cover for the **insured person**.

## 2G. Statutory licence appeal

### What is covered

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

### What is not covered

A claim relating to the following:

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

## 3. Contract disputes

### What is covered

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:

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

### What is not covered

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

## 4. Lease disputes

### What is covered

**We** will negotiate for **your** legal rights in a dispute with a tenant of **yours** arising from a breach or alleged breach of the tenancy agreement applying to premises which are owned by or are the responsibility of **you**.

Provided that:

- 1 The amount in dispute exceeds £250.
- 2 **We** will not pay more than £50,000.
- 3 The premises subject to the dispute are insured by the policy to which this insurance attaches.

### What is not covered

- 1 The recovery of money and interest due from a tenant other than disputes where the tenant intimates that a defence exists.
- 2 A dispute arising from or relating to the renewal of the lease or tenancy agreement, a rent review or the supply of service by or through **you**.

# Legal Expenses Section

## 5. Debt recovery

### What is covered

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:

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

### What is not covered

A claim relating to the following:

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

## 6. Property protection

### What is covered

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

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

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

### What is not covered

A claim relating to the following:

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

## 7. Personal injury

### What is covered

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

### What is not covered

A claim relating to the following:

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

## 8. Tax protection

### What is covered

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

### Provided that:

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

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

# Legal Expenses Section

## What is not covered

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

## 9. Tenancy disputes

### What is covered

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

### What is not covered

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

## Exclusions for this section of the policy

**We** will not pay for the following:

### 1. Late reported claims

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

### 2. Costs we have not agreed

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

### 3. Court awards and fines

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

### 4. Legal action we have not agreed

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

### 5. Intellectual property rights

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

### 6. Deliberate acts

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

### 7. Franchise or agency agreements

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

### 8. A dispute with DAS

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

### 9. Shareholding or partnership disputes

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

### 10. Judicial review

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

### 11. Nuclear, war and terrorism risks

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

1. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
3. 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;
4. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

### 12. Bankruptcy

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

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

### 13. Defamation

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

# Legal Expenses Section

## 14. 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.

## 15. Litigant in person

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

## Conditions for this section of the policy

### 1. Your representation

- 1 On receiving a claim, if representation is necessary, **we** will appoint a **preferred law firm** or **tax consultancy** as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
- 2 If the appointed **preferred law firm** or **tax consultancy** cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm or tax expert to act as the **appointed representative**. **We** will choose the **appointed representative** to represent **you** in any proceedings where **we** are liable to pay a compensation award.
- 3 If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm** or **tax consultancy**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm** or **tax consultancy**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting as the **appointed representative**), is currently £100 per hour. This amount may vary from time to time.
- 4 The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

### 2. Your responsibilities

An **insured person** must:

- 1 co-operate fully with **us** and the **appointed representative**;
- 2 give the **appointed representative** any instructions that **we** ask **you** to.

### 3. Offers to settle a claim

- 1 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.
- 2 If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.

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

### 4. Assessing and recovering costs

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

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

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

### 6. Withdrawing cover

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

### 7. Expert opinion

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

### 8. Arbitration

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

# Legal Expenses Section

## 9. Keeping to the policy terms

An insured person must:

- 1 keep to the terms and conditions of this policy
- 2 take reasonable steps to avoid and prevent claims
- 3 take reasonable steps to avoid incurring unnecessary costs
- 4 send everything **we** ask for in writing, and
- 5 report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

## 10. Law that applies

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

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

## 11. Other Insurances

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

## Helping you with your legal problems

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

## Making a claim

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this section of the policy, telephone **us** on **0330 100 9617** quoting scheme number TS5/5124778 and **we** will give **you** a reference number. At this point **we** will not be able to tell **you** whether the claim is covered or not, but **we** will pass the information **you** have given **us** to **our** claims handling teams and explain what to do next.

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

## Data protection

To comply with data protection regulations **we** are committed to processing the **insured person's** personal information fairly and transparently. This section is designed to provide a brief understanding of how **we** collect and use this information.

**We** may collect personal details, including the **insured person's** name, address, date of birth, email address and, on occasion, dependent on the type of cover the **insured person** has, sensitive information such as medical records. This is for the purpose of managing the **insured person's** products and services, and this may include underwriting, claims handling and providing legal advice. **We** will only obtain the **insured person's** personal information either directly from them, the third party dealing with the **insured person's** claim or from the authorised partner who sold them the policy.

## WHO WE ARE

**DAS** is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of the **insured person's** personal data by us and members of the DAS UK Group are covered by **our** individual company registrations with the Information Commissioner's Office. **DAS** has a Data Protection Officer who can be contacted through [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

## HOW WE WILL USE YOUR INFORMATION

**We** may need to send the **insured person's** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact the **insured person** to ask for their feedback, or members of the DAS UK Group. If the **insured person's** policy includes legal advice **we** may have to send the information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover the **insured person** has, their information may also be sent outside the EEA so the service provider can administer their claim.

**We** will take all steps reasonably necessary to ensure that the **insured person's** data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

**We** will not disclose the **insured person's** personal data to any other person or organisation unless **we** are required to by **our** legal and regulatory obligations. For example, **we** may use and share the **insured person's** data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **DAS**. A copy is also accessible and can be downloaded via **our** website.

## WHAT IS OUR LEGAL BASIS FOR PROCESSING YOUR INFORMATION?

It is necessary for **us** to use the **insured person's** personal information to perform **our** obligations in accordance with any contract that **we** may have with the **insured person**. It is also in **our** legitimate interest to use the **insured person's** personal information for the provision of services in relation to any contract that **we** may have with **you**.

# Legal Expenses Section

## HOW LONG WILL YOUR INFORMATION BE HELD FOR?

We will retain the **insured person's** personal data for 7 years. We will only retain and use their personal data thereafter as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. If you wish to request that we no longer use the **insured person's** personal data, please contact us at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

## WHAT ARE YOUR RIGHTS?

The **insured person** has the following rights in relation to the handling of their personal data:

- the right to access personal data held about them
- the right to have inaccuracies corrected for personal data held about them
- the right to have personal data held about them erased
- the right to object to direct marketing being conducted based upon personal data held about them
- the right to restrict the processing for personal data held about them, including automated decision-making
- the right to data portability for personal data held about them

Any requests, questions or objections should be made in writing to the Data Protection Officer:-

Data Protection Officer  
DAS Legal Expenses Insurance Company Limited  
DAS House  
Quay Side  
Temple Back  
Bristol  
BS1 6NH

Or via Email: [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

## HOW TO MAKE A COMPLAINT IN RELATION TO DATA PROTECTION

If the **insured person** is unhappy with the way in which their personal data has been processed, the **insured person** may in the first instance contact the Data Protection Officer using the contact details above.

If the **insured person** remains dissatisfied then they have the right to apply directly to the Information Commissioner's Office for a decision.

The Information Commissioner can be contacted at: -

Information Commissioner's Office Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

[www.ico.org.uk](http://www.ico.org.uk)

## How to make a complaint

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

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

Registered in England and Wales, number 103274.

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

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

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

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

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

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

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

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

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

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

## Financial Service Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if we cannot meet our obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, [www.fscs.org.uk](http://www.fscs.org.uk).

### Refer Your complaint to the Financial Ombudsman Service

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

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

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

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

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



**Arch UK Retail**

Arch UK Retail consists of certain FCA registered companies of the Arch Insurance Group, including Thomas Underwriting Agency Ltd (FCA number 304302) and Axiom Underwriting Agency Ltd (FCA number 441460) who may act as intermediaries for certain insurers.

Arch Insurance Company (Europe) Limited is registered in England No 4977362.

Registered Address: 5th Floor, Plantation Place South, 60 Great Tower Street, London, EC3R 5AZ.

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