



## **Commercial Property Investors Policy Wording**



Notices.....	3
Documentation .....	3
<b>Your</b> compliance with <b>policy</b> terms .....	3
Defined terms .....	3
Understanding this <b>policy</b> .....	3
How to make a claim under Sections one to five .....	3
How to make a complaint - Sections one to five .....	4
Compensation .....	5
Data protection statement - Sections one to five.....	5
Data protection - Section six: Legal expenses .....	6
Insurance premium tax.....	7
Choice of law and jurisdiction .....	7
Trading sanction(s) restrictions.....	7
Agreement to insure .....	8
Meanings of defined terms.....	9
General conditions.....	11
General exclusions .....	17
Section one: <b>Buildings</b> .....	19
Section one: <b>Buildings</b> optional peril extension .....	21
Section one: <b>Buildings</b> extra benefits.....	22
Section one: <b>Buildings</b> conditions.....	27
Section two: Contents .....	30
Section two: <b>Contents</b> optional peril.....	32
Section two: <b>Contents</b> extra benefits.....	33
Section two: <b>Contents</b> conditions.....	34
Section three: <b>Terrorism</b> .....	35
Conditions applicable to Section three: <b>Terrorism</b> .....	36
Section four: Property owners' liability .....	37
Section four: Property owners' liability extra benefits .....	39
Section five: Employers' liability.....	42
Section five: Employers' liability extra benefits .....	43
Conditions applicable to Section five: Employers' liability.....	45
Section six: Legal expenses.....	46
Standard cover – Insured incidents.....	47
Optional extended cover – Insured incidents.....	48
Section exclusions .....	53
Section conditions.....	54

# Notices

## Documentation

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

## Your compliance with policy terms

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

## Defined terms

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

## Understanding this policy

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

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

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

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

## How to make a claim - Sections one to five

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

24 Hour Claims Line: 0207 256 3102

Address: Folgate Insurance Company Limited, 80 Leadenhall Street, London, EC3A 3DH

**Our** claims helpline is open 24 hours a day, alternatively **you** can contact **your insurance broker** who will help **us** deal with **your** claim quickly and fairly.

Telephone calls may be monitored and recorded.

## How to make a claim - Section six: Legal expenses

### Helping you with your legal problems

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

**You** can contact **our** UK-based call centre 24 hours a day, seven days a week during the **period of insurance**. However, **we** may need to arrange to call **you** back depending on the enquiry. To help **us** check and improve **our** service standards, **we** may record all inbound and outbound calls, except those to the counselling service. When phoning, please quote **your DAS policy** number TS3/6780249.

Legal Advice Service: 0344 893 5726

**We** provide confidential legal advice over the phone on any commercial legal issue affecting the **business**, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway. Where possible, the Legal Advice helpline aims to provide immediate advice from a qualified legal adviser. However if this is not possible they will arrange a call back at a time to suit **you**.

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

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

Tax Advice Service: 0344 893 5726

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

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

Counselling Service: 0344 893 9012

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

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

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

### Making a claim

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this section of the **policy**, phone **us** on 0344 893 5726 and **we** will give **you** a reference number. **We** will ask **you** about **your** legal dispute and if necessary call **you** back at an agreed time to give **you** legal advice. If **your** dispute needs to be dealt with as a claim under this Section, **we** will give **you** a claim reference number. At this point **we** will not be able to tell **you** whether **you** are covered but **we** will pass the information **you** have given **us** to **our** claims handling teams and explain what to do next.

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

**You** may prefer to email **your** claim to **us** at [newclaims@das.co.uk](mailto:newclaims@das.co.uk)

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

### How to make a complaint - Sections one to five

**Our** aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly and **we** are committed to providing **you** with the highest standard of service at all times.

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

The majority of complaints can be resolved quickly and satisfactorily by the department **you** are dealing with. It may be that **we** can resolve **your** complaint over the telephone and **you** can contact the relevant department on 0207 256 3100.

Should **you** feel that **we** have been unable to offer **you** a resolve by telephone, please email **us** at [complaints@folgateltd.com](mailto:complaints@folgateltd.com) or alternatively write to:

The Chief Operating Officer at Folgate Insurance Company Limited, 80 Leadenhall Street, London, EC3A 3DH.

**Your** complaint may require further investigation. If so, **we** will send **you** a written acknowledgment within 5 working days stating:

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

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

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

If **you** are not satisfied with **our** final response or if **we** have been unable to resolve it within 8 weeks, **you** may be eligible to refer **your** complaint to the Insurance Division of the Financial Ombudsman Service who will independently consider **your** complaint free of charge at:

Exchange Tower, Harbour Exchange Square, London, E14 9SR.

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

Please note:

- a) You must refer your complaint to the Financial Ombudsman Service within six months of the date of **our** final response.
- b) The Financial Ombudsman Service will normally only consider a complaint from private individuals or from a business that:
  - i. has an annual turnover of less than £6.5 million (or its equivalent in any other currency); and
  - ii. a balance sheet total of less than £5 million (or its equivalent in any other currency) or fewer than 50 employees.

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

## How to make a complaint - Section six: Legal expenses

**We** always aim to give **you** a high quality service.

If you think **we** have let **you** down, **you** can contact **us** by:

- phoning **0344 893 9013**
- emailing [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)
- writing to the **Customer Relations Department | DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH**
- completing **our** online complaint form at [www.das.co.uk/about-das/complaints](http://www.das.co.uk/about-das/complaints)

Further details of **our** internal complaint-handling procedures are available on request.

If **you** are not happy with the complaint outcome or if **we've** been unable to respond to **your** complaint within 8 weeks, **you** may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints.

(Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))

**You** can contact them by:

- phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- emailing [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- writing to **The Financial Ombudsman Service |**

**Exchange Tower | London | E14 9SR**

Further information is available on their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) Using this service does not affect **your** right to take legal action.

## Compensation

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

Further information about the FSCS is available from the FSCS at the address immediately below or on their website: [www.fscs.org.uk](http://www.fscs.org.uk)

Financial Services Compensation Scheme

Address: 10<sup>th</sup> Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU

## Data protection statement - Sections one to five

The privacy and security of **your** personal data is very important to **us** and will be properly managed with appropriate security measures in place.

**We** will collect and process data (including sensitive personal information) about any person insured under the **policy** for its administration, the handling of claims and the provision of customer services, and **we** may share it with related entities and with trusted service providers and agents such as lawyers, as well as other parties such as anti-fraud databases, subject to proper instruction and control.

All data may be used by **us** for generic risk assessment and modelling purposes but will not be used or passed to any other party for marketing products or services without **your** express consent. All data provided by **you** about other people to be insured, such as family, friends or other associates, must be with their permission. It is your responsibility to inform them about **our** use of their personal data.

Data will not be retained for longer than necessary and unless it is further required for legal or regulatory reasons. **You** have a number of rights in relation to the data, including the right to request a copy of the information, to correct any inaccuracies and in certain circumstances to have it deleted. Data that may be transferred outside the European Economic Area will have equivalent protection.

For full information as to how data is processed, who it is shared with, how long it is kept or as to the exercise of any rights under any data privacy laws, please refer to **our** Privacy Policy available at <http://www.folgate ltd.com/privacy-policy-folgate-insurance/>.

For a paper copy of **our** Privacy Policy, **you** can contact **us** by:

**Email:** [data@folgate ltd.com](mailto:data@folgate ltd.com)

**Post:** 80 Leadenhall Street, London, EC3A 3DH

If **you** are not satisfied with the way in which any personal data has been managed by **us**, **you** may complain to the Information Commissioner's Office at:

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

Tel: 0303 123 1113 (local rate) or 01625 545 745 (national rate)

Email: [casework@ico.org.uk](mailto:casework@ico.org.uk)

## Data protection - Section six: Legal expenses

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**.

### 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

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)

### Insurance premium tax

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

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

### Choice of law and jurisdiction

In the absence of any agreement to the contrary, the laws of England and Wales will apply and this **policy** will be subject to the exclusive jurisdiction of the courts of England unless, at the beginning of the **period of insurance**, **you** are either:

- a) a resident of; or
- b) a **business** with its registered office or principal place of business is situated in;

Scotland, Northern Ireland, the Channel Islands or the Isle of Man (in the absence of agreement to the contrary) the law of that country, crown protectorate or dependency will apply and this **policy** will be subject to the exclusive jurisdiction of the courts of that country, crown protectorate or dependency.

### Trading sanction(s) restrictions

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

## Agreement to insure

The insurance provided by this **policy** has been arranged through APC Underwriting of 80 Leadenhall Street, London EC3A 3DH.

APC Underwriting is a trading name of Anglo Pacific Consultants (London) Limited, which is authorised and regulated by the Financial Conduct Authority (FCA) under reference number 304782.

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

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

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

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

**Your insurers'** regulatory status:

1. In respect of Section one: **Buildings**, Section two: **Contents**, Section four: Property owners' liability and Section five: Employers' liability

Folgate Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 202146.

Folgate Insurance Company Limited is incorporated in England and Wales with registration number 00011615. The registered office is located at 80 Leadenhall Street, London, EC3A 3DH.

AXIS Managing Agency Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 754962.

AXIS Managing Agency Ltd is the managing agent of AXIS Syndicate 1686 and 2007 at Lloyd's and subject to the supervision of the Society of Lloyd's. AXIS Managing Agency Ltd is registered at Willkie, Farr & Gallagher (UK) LLP, Citypoint, 1 Ropemaker Street, London EC2Y 9AW (Company Number 08702952).

2. In respect of Section three: **Terrorism**

International General Insurance Company (UK) Ltd. is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority under reference number 519580.

International General Insurance Company (UK) Ltd. is registered in England and Wales with registration no. 06870207.

3. In respect of Section six: Legal expenses

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

**DAS** Head and Registered Office:

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

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

DAS Law Limited Head and Registered Office:

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

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

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

The above can be checked and further details obtained from:

[www.bankofengland.co.uk](http://www.bankofengland.co.uk) for the PRA, and  
<https://register.fca.org.uk> for the FCA

## Several Liability Clause

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



## Meanings of defined terms

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

### Accidental damage

Loss, destruction or damage caused as a direct result of a single unexpected event.

### Bodily injury

Death, bodily injury, illness or disease.

### Building(s)

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

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

### Business

The individual or company named in **your schedule** trading as a landlord and property owner or where **you** are responsible for property under the terms of any lease agreement including:

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

### Computer equipment

Computer equipment, component, system or item which processes, stores, transmits or retrieves data, or any part thereof, whether the property of **you** or not, whether tangible or intangible and including without limitation any information, programs or software.

### Contents

Household goods, furnishings, carpets, curtains and furniture contained in the **buildings** all of which belong to **you** or for which **you** are legally responsible.

### DAS

DAS Legal Expenses Insurance Company Limited.

### De jure or de facto

In law or as a matter of fact.

### Employee

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

while working for **you** in connection with the **business**.

### Excess

The amount for which **you** are responsible as the first part of each claim as shown in the **schedule**.

### Flood

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

### Insurance broker

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

### Limit of indemnity

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

**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.

**Occupant**

**You** or a tenant authorised to stay in the **buildings**.

**Period of insurance**

This is the length of time covered by this insurance (as shown in the **schedule**) and any extra period for which **we** accept **your** premium.

**Policy**

This document and the **schedule** and any endorsements amending and attaching to this document and/or **schedule**.

**Schedule**

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

**Territorial limits**

Great Britain (England, Scotland and Wales), Northern Ireland, the Isle of Man and the Channel Islands.

**Terrorism**

An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government **de jure or de facto** as certified by Her Majesty's Government or H M Treasury or any successor relevant authority.

**Unoccupied**

Any **buildings** or parts thereof that are empty, unfurnished, untenanted or not in use by **you** for more than 30 consecutive days.

In respect of **residential property**, unoccupied means unfurnished or untenanted and not resided in regularly overnight for more than 30 consecutive days.

**Vermin**

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

**We, us, our**

The insurer named in **your schedule**.

**You, your**

The person(s) or company(ies) named in **your schedule**.

## General conditions

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

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

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

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

### Application of heat condition

It is a condition with obligation in respect of **bodily injury**, loss or damage that any work involving the application of heat must only be carried out by a qualified contractor and **you** must ensure that:

- a) **you** obtain and retain a written record that such bona-fide sub-contractor has in force throughout the duration of any work undertaken by them on **your** behalf Public Liability Insurance with a limit of indemnity equivalent to that held by **you** covering legal liability for damage to property and **injury** to any person other than an **employee** and includes an indemnity to principal clause; and
- b) the area in which work is to be carried out must be adequately cleared and combustible materials must be removed to a distance not less than 6 metres from the area of proposed work; and
- c) if work is to be carried out overhead then the area beneath shall be similarly cleared and all combustible materials removed; and
- d) suitable fire extinguisher with a capacity of not less than 9 litres must be kept available for immediate use; and
- e) blow lamps and blow torches must be lit in as short a time as possible before use and extinguished immediately after use; and
- f) lighted blow lamps and torches must not be left unattended; and
- g) half an hour after each period of work a thorough examination must be made of and in the area in which works have been undertaken; and
- h) if work is to be carried out in the vicinity of composite/sandwich panels then such panels must be protected by non-combustible blankets, drapes or screens.

### Arbitration condition

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

### Cancellation of this **policy** condition

1. Cancellation during the first 14 days.

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

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

whichever is the later.

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

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

2. Cancellation in other circumstances

- a) by **you**

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

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

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

If **you** cancel this **policy** and a claim has not been made under this **policy** and there is no known potential claim or accident, incident or **circumstances** likely to give rise to a claim under this **policy**, **we** will return a share of the premium paid which shall be calculated as follows:

- i. Where the **policy** has been in force for a period up to but not exceeding 55 days from the start date as shown in the **period of insurance**, **we** shall retain 15% of the premium paid (including the applicable insurance premium tax).
- ii. Where the **policy** has been in force for a period greater than 55 days but less than 311 days from the start date as shown in the **period of insurance**, **we** shall retain that proportion of the premium paid (including the applicable insurance premium tax) that relates to the period this **policy** has been in force.
- iii. Where the **policy** has been in force for a period of 311 days from the start date as shown in the **period of insurance**, there shall be no return of premium payable.

If your **policy** is subject to survey as shown in the **schedule** then the cost of the survey will be deducted from any return premium due to **you**.

However, there will be no refund of premium:

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

b) by **us**

**We** may cancel this **policy** by giving **you** 30 days' written notice via **your insurance broker**. The cancellation will take effect 30 days after the day **you** are notified of the cancellation and **we** shall return the premium paid for the unused **period of insurance** (other than in circumstances where **we** invoke the 'Disclosure and accuracy of information condition' and/or the 'Fraudulent claim(s) condition' in this **policy**).

Reasons **we** may cancel this **policy** include:

- i. **you** do not co-operate or supply information or documentation that **we** request which materially affects **our** ability to process the **policy** or **our** ability to defend **our** interests; or
- ii. following a survey at any of **your** premises or sites **we** have required **you** to make risk improvements and **you** have not completed these within a reasonable period of time advised by **us**; or
- iii. the premium has not been paid; or
- iv. threatening or abusive behaviour or the use of threatening or abusive language, intimidation or bullying of **our** staff or suppliers; or
- v. the **business** is wound up, carried on by a liquidator or permanently discontinued; or
- vi. **your** interest ceases otherwise than by death; or
- vii. the information that **we** have used to form the basis on which cover and premium were offered changes.

In the event the extent of the change referred to in vii. above makes the risk unacceptable to **us** and **we** cannot continue to insure **you** for any further period, **we** will cancel the **policy** by giving **you** immediate notice via **your insurance broker**. The cancellation will take effect on the day **you** are notified of the cancellation and **we** shall return the premium paid for the unused **period of insurance**.

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

### 3. Cancelling when a claim has been made

Where a claim has been made during the current **period of insurance**, the full annual premium will still be payable despite cancellation of cover and **we** reserve the right to deduct this from any claim payment.

#### Change in risk information condition

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

- **us** applying different terms, and/or
- a claim not being paid (in whole or in part), and/or
- it being determined that the **policy** is no longer suitable to meet **your** needs.

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

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

#### Claims notification condition

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

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

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

#### Claims procedures condition

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

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

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

#### Composite panel condition

Provided it has been accepted by **us** that the **buildings** are constructed of composite panels, it is a condition with obligation that the **occupant** must ensure the following applies in respect of any **buildings** containing composite panels:

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

#### Disclosure and accuracy of information condition

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

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

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

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

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

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

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

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

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

#### Electrical circuit condition

It is a condition with obligation that **you** must ensure that:

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

#### Flat roof condition

It is a condition with obligation in respect of loss destruction or damage under Section one: **Buildings** and/or Section two: **Contents** that any flat portions of the roof of the **building** must have been inspected and any recommendations implemented by a competent roofing contractor no earlier than 2 years prior to the start date of the **policy**.

Any future inspection must take place at no greater than 5 year intervals and repair, renovation and replacement implemented where necessary as soon as reasonably practicable with full records of inspections and works undertaken being retained for **our** inspection.

#### Fraudulent claim(s) condition

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

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

**We** will:

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

**We** may also inform the police of the circumstances.

#### Instalments condition

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

- a) If **you** do not pay an instalment when it is due, or if the instalment instruction has been cancelled for any reason, **you** must pay all the remaining instalments and any administration fee within 7 days of receiving the written notice. If **you** do not pay the amount **you** owe within these 7 days, **we** will subject to the Consumer Credit Act and/or any subsequent legislation where this is applicable cancel the remaining cover under this insurance and notify **you** in writing as shown in

the Cancellation Condition.

- b) If any extra premium is needed during the **period of insurance**, it will be spread out over the remaining instalments due for that year. If **you** have already paid all **your** instalments, **you** must pay any extra premium when it is due.
- c) If **we** owe **you** any return of premium, the amount **we** owe may be taken off the instalments due for the year.
- d) If **you** have already paid all **your** instalments, **we** will pay any return premium to **you**.

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

#### Non-invalidation condition

This insurance shall not be invalidated by any change of occupancy or increase of risk taking place in the **buildings** without **your** knowledge provided that **you** notify **us** immediately on becoming aware and pay any additional premium that may be required from the date of such change in line with General conditions – Change in risk information condition.

#### Other insurance condition

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

This condition does not apply to Section three: Liability.

#### Subrogation (our rights) condition

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

- a) the defence or settlement of any claim
- b) steps to enforce rights against any other party before or after payment is made by **us**.

#### Reasonable care condition

**You** must take reasonable care:

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

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

#### Survey(s) condition

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

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

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

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

#### Unoccupied properties condition

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

- a) **you** must tell **us** as soon as possible that the **building** or any portion thereof is **unoccupied** and when any **building** or portion thereof becomes re-occupied;

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

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



## General exclusions

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

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

### Cyber terrorism exclusion

**We** will not cover:

- a) any loss caused by or contributed to, by, or arising from or occasioned by or resulting from:
  - i. the alteration, modification, distortion, corruption of or damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part of it whether tangible or intangible (including but without limitation any information or programs or software); or
  - ii. any alteration, modification, distortion, erasure or corruption of data processed by any computer or other equipment or component or system or item;

whether your property or not, where the loss is caused by a **virus or similar mechanism, phishing or hacking or denial of service attack**; or

- b) any legal liability or financial loss or expense, including but not limited to consequential loss, caused by or contributed to by, or arising from or occasioned by or resulting from a **virus or similar mechanism, phishing or hacking or denial of service attack**.

For the purposes of this exclusion, the following words will have the same meaning wherever they are used in this exclusion:

#### **Data**

Data means data of any sort, including but not limited to, tangible or intangible data and any programs of 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, website or any information.

#### **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 and the generation of excess or non-genuine traffic between and amongst networks and the procurement of those actions or instructions by other computer systems.

#### **Computer system(s)**

Computer system(s) means a computer or other equipment or component or system or item which processes, stores, transmits or receives data.

#### **Hacking**

Hacking means unauthorised access to any computer system whether your property or not.

#### **Phishing**

Phishing means any access or attempted access to data or information 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 intentionally constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer systems, computer programs, 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.

### Date recognition exclusion

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

### Illegal activities exclusion

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

### Maintenance related damage exclusion

**We** will not cover any claims or any other loss or expense resulting or arising from, caused or contributed to by wear and tear, corrosion, rot of any kind, woodworm, fungus, mildew, rust, insect, **vermin**, infestation, mould, moth, any gradually-operating cause, mechanical or electrical faults or breakdown.

### Northern Ireland exclusion

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

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

occurring in Northern Ireland.

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

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

### Offshore exclusion

**We** will not cover any loss, destruction, damage or legal liability caused by or arising from any **business** activities undertaken **offshore**.

### Pollution or contamination exclusion

**We** will not cover loss, destruction, damage or legal liability caused by or arising out of pollution or contamination except (unless otherwise excluded) destruction or damage to the property insured caused by:

1. pollution or contamination which itself results from a peril hereby insured against; or
2. any peril hereby insured against which itself results from pollution or contamination.

### Radioactive contamination exclusion

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

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

### Terrorism exclusion

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

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

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

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

This exclusion does not apply to Section one: **Buildings** and Section two: **Contents**, where **your schedule** shows these as covered, if you have purchased Section three: **Terrorism**. **Your schedule** will show if **you** are covered under Section three: **Terrorism**. This exclusion also does not apply to Section five: Employers' liability.

### War risk exclusion

**We** will not cover:

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

## Section one: Buildings

Your schedule will show you if this section is covered.

What is covered	What is not covered
<p>If any <b>building</b> is damaged during the <b>period of insurance</b> by any of the following insured perils, <b>we</b> will at <b>our</b> option, pay <b>you</b> for the value of the <b>building</b> at the time it is damaged or the amount of the damage, or reinstate or replace the <b>building</b> or any part of it.</p> <p><b>We</b> will pay <b>you</b> up to the <b>limit of indemnity</b> in respect of any one claim or a series of claims arising out of one occurrence for loss or damage to the <b>building</b> occurring during the <b>period of insurance</b>.</p>	<p><b>We</b> will not pay:</p> <ul style="list-style-type: none"> <li>▪ the <b>excess</b>; or</li> <li>▪ consequential loss or damage of any kind or description except 'Section one: <b>Buildings</b> extra benefit - Loss of rent and costs for alternative accommodation'; and/or</li> <li>▪ any <b>building</b> more specifically insured by <b>you</b> or on <b>your</b> behalf; and/or</li> <li>▪ loss or damage which results from acts of fraud or dishonesty by <b>you</b>, <b>your employees</b> or any other person who is responsible for the <b>building</b> or results from voluntarily parting with title or possession of any <b>building</b> as a result of a fraudulent scheme, trick, device or false claim; and/or</li> <li>▪ loss or damage arising from faulty or defective workmanship, design or materials.</li> </ul>
<p><b>Insured perils</b></p> <p>1. Fire (including subterranean fire), explosion, lightning or earthquake.</p>	
<p>2. Storm or <b>flood</b></p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>▪ caused by frost, subsidence, ground heave or landslip; and/or</li> <li>▪ caused solely by change in water table levels; and/or</li> <li>▪ to radio or television aerials, fixed satellite dishes, their fittings or masts; and/or</li> <li>▪ to hedges, fences, gates and moveable property in the open.</li> </ul>
<p>3. Escape of water from any tank, apparatus or pipe (including damage to any fixed tank apparatus or pipe, caused by freezing or forcible and violent bursting) or escape of oil from any fixed heating installation or appliance.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>▪ in respect of any <b>building</b> or portion thereof which is <b>unoccupied</b>; and/or</li> <li>▪ caused by subsidence, ground heave or landslip; and/or</li> <li>▪ to fixed oil tanks and swimming pools; and/or</li> <li>▪ to the installation or appliance; and/or</li> <li>▪ if the installation or appliance is outdoors or in an outbuilding, unless the installation or appliance is connected to a heating boiler protected by a frost-stat device.</li> </ul>
<p>4. Riot, civil commotion, strikers, locked-out workers, or persons taking part in labour disturbances or malicious acts or vandalism.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>▪ in respect of any <b>building</b> or portion thereof which is <b>unoccupied</b>; and/or</li> <li>▪ caused by confiscation, destruction or requisition by order of the Government or any Public Authority; and/or</li> <li>▪ arising from stoppage of work; and/or</li> <li>▪ caused by <b>you</b> or <b>your employees</b>; and/or</li> </ul>

	<ul style="list-style-type: none"> <li>▪ caused by theft or attempted theft.</li> </ul>
<p>5. Impact with the <b>buildings</b> by aircraft, other aerial devices including articles dropped from them or by any vehicle, train, animal, falling tree or branch, aerial or mast or satellite dish.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>▪ caused by or consisting of pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.</li> </ul>
<p>6. Theft or attempted theft (including damage to the <b>building</b> for which <b>you</b> are responsible), involving entry to or exit from the <b>buildings</b> by forcible or violent means; or</p> <p>Theft by violence or threat of violence to <b>you</b> or <b>your</b> family or <b>employees</b>.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>▪ in respect of any <b>building</b> or portion thereof which is <b>unoccupied</b>; and/or</li> <li>▪ caused by any <b>occupant, your employees</b> or guests; and/or</li> <li>▪ to moveable property in the open and garden landscaping.</li> </ul>
<p>7. Subsidence, ground heave or landslip of any part of the <b>buildings</b></p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>▪ to swimming pools, paved terraces, yards, car parks, drives, roads, paths, pavements, patios, walls, gates and fences, unless also affecting the structure of the <b>buildings</b> insured; and/or</li> <li>▪ caused by the normal settlement or bedding down of new structures; and/or</li> <li>▪ caused by the settlement or movement of made up ground; and/or</li> <li>▪ caused by coastal or river erosion; and/or</li> <li>▪ caused to solid floor slabs or damage resulting from them moving, unless the foundations beneath the supporting walls of the <b>buildings</b> are damaged at the same time and by the same cause; and/or</li> <li>▪ the action of chemicals on or the reaction of chemicals with any material which form part of the <b>buildings</b>; and/or</li> <li>▪ to the <b>buildings</b> which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law; and/or</li> <li>▪ originating prior to the start of the <b>period of insurance</b>; and/or</li> <li>▪ caused by fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe; and/or</li> <li>▪ arising from demolition, construction, structural alteration, repair, groundworks or excavation at the <b>buildings</b>.</li> </ul>

## Section one: **Buildings** optional peril extension

Your **schedule** will show **you** if this optional peril has been purchased by **you**.

What is covered	What is not covered
<p><b>Accidental damage to buildings</b></p> <p>Subject to the terms of Section one: <b>Buildings</b> and the other applicable <b>policy</b> terms, <b>we</b> will pay <b>you</b> up to the <b>limit of indemnity</b> shown in the <b>schedule</b> in respect of any one claim or a series of claims arising out of one occurrence for <b>accidental damage to buildings</b> occurring during the <b>period of insurance</b>, provided <b>you</b> have purchased this optional peril.</p>	<p><b>We</b> will not pay:</p> <ul style="list-style-type: none"><li>▪ the <b>excess</b>; and/or</li><li>▪ loss or damage arising from wear, tear, the action of light or atmosphere, corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, mould, dryness, marring, bruising or deterioration, moths or <b>vermin</b>; and/or</li><li>▪ loss or damage caused by chewing, tearing, scratching or fouling by animals; and/or</li><li>▪ the cost of general maintenance; and/or</li><li>▪ loss or damage caused by any process of cleaning, repairing, dyeing, renovating or maintaining the <b>buildings</b>; and/or</li><li>▪ loss or damage specifically excluded in Insured perils 1-7; and/or</li><li>▪ mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment where the breakdown or derangement originates; and/or</li><li>▪ loss or damage arising from movement, settlement, shrinking, collapsing or cracking of the <b>buildings</b>.</li></ul>

## Section one: **Buildings** extra benefits

Subject to the terms of Section one: **Buildings** and the other applicable **policy** terms, the following extra benefits are automatically included under Section one: **Buildings**. Your **schedule** will show **you** are covered under Section one: **Buildings**.

What is covered	What is not covered
<p>Accidental breakage</p> <p><b>We</b> will pay for accidental breakage of:</p> <ul style="list-style-type: none"> <li>▪ fixed glass forming part of the <b>buildings</b> (including the cost of necessary boarding up before replacing broken glass).</li> <li>▪ fixed sanitary fittings</li> <li>▪ ceramic glass in cooker hobs of built-in units</li> <li>▪ fixed solar panels forming part of the <b>buildings</b>.</li> </ul>	<p><b>We</b> will not pay:</p> <ul style="list-style-type: none"> <li>▪ the <b>excess</b>; and/or</li> <li>▪ loss or damage while the <b>buildings</b> are <b>unoccupied</b>.</li> </ul>
<p><b>Accidental damage</b> to underground services</p> <p><b>We</b> will pay the cost of repairing <b>accidental damage</b> for which <b>you</b> are responsible and occurring during the <b>period of insurance</b> to fuel or oil pipes, cables (including overhead electricity and telephone cables), septic tanks and associated pipes, underground pipes and drains (including inspection covers) at the <b>buildings</b> or connecting the <b>building</b> to the public mains.</p> <p>The most <b>we</b> will pay for any one claim under this cover is £5,000.</p>	<p><b>We</b> will not pay:</p> <ul style="list-style-type: none"> <li>▪ the <b>excess</b>; and/or</li> <li>▪ the cost of clearing blocked sewer pipes, drains, soakaways, pipes or tanks.</li> </ul>
<p>Building fees</p> <p><b>We</b> will pay reasonable costs of architects', surveyors', civil engineers', solicitors' and other fees necessarily incurred to repair or rebuild the <b>buildings</b> following damage giving rise to a claim paid or payable under Section one: <b>Buildings</b>.</p>	<p><b>We</b> will not pay:</p> <ul style="list-style-type: none"> <li>▪ any costs for preparing a claim.</li> </ul>
<p>Capital additions</p> <p>This insurance shall, subject to the terms and conditions, extend to cover:</p> <ul style="list-style-type: none"> <li>▪ any newly acquired and/or newly erected buildings, machinery, plant, all other contents or buildings in the course of erection (excluding any property for which a building contractor is responsible), and</li> <li>▪ alterations, additions and improvements to buildings but not in respect of any appreciation in value;</li> </ul> <p>anywhere in the United Kingdom, provided that:</p> <ol style="list-style-type: none"> <li>a) <b>you</b> undertake to give particulars of such extension of cover as soon as practicable (but not exceeding 6 months after cover has applied) and to effect specific insurance thereon retrospective to the date of the commencement of <b>our</b> liability;</li> <li>b) the provisions of this extension shall be fully maintained notwithstanding any specific insurance effected under (a) above.</li> </ol> <p>The most <b>we</b> will pay is 10% of the <b>limit of indemnity</b> or £500,000 whichever is the greater for each item.</p>	
<p>Drains clearance</p> <p><b>We</b> will pay <b>you</b> for the costs and expenses necessarily and reasonably incurred by <b>you</b> in</p>	<p><b>We</b> will not pay:</p> <ul style="list-style-type: none"> <li>▪ the <b>excess</b>.</li> </ul>

<p>clearing, cleaning and/or repairing drains, gutters and/or sewers to <b>your building</b> or for which <b>you</b> are responsible, caused by damage to <b>your building</b> otherwise insured under this <b>policy</b> occurring during the <b>period of insurance</b>.</p> <p>The most <b>we</b> will pay for any one claim under this extension is £5,000.</p>	
<p>Emergency access</p> <p><b>We</b> will indemnify <b>you</b> for costs incurred following damage to the <b>building</b> caused by the police or persons acting under their control in gaining access to the <b>building</b> as a result of concern for the welfare of the tenant(s) or to prevent or mitigate damage to the <b>building</b> by a cause insured under Section one: <b>Buildings</b>.</p> <p>The most <b>we</b> will pay during any one <b>period of insurance</b> is £5,000.</p>	<p><b>We</b> will not pay:</p> <ul style="list-style-type: none"> <li>▪ the excess; and/or</li> <li>▪ for any costs incurred following damage caused by the police in the course of a criminal investigation or as a result of unlawful activities at the <b>building</b>.</li> </ul>
<p>Extinguishment and alarm resetting expenses</p> <p><b>We</b> will pay <b>you</b> for the cost of resetting fire alarms and replacing and/or replenishing extinguishment materials when <b>you</b>, <b>your employees</b> or the fire brigade attempt to extinguish or minimise loss by fire occurring during the <b>period of insurance</b>, provided that the costs and expenses cannot be recovered from the public authority responsible.</p> <p>The most <b>we</b> will pay for any one claim under this extension is £10,000.</p>	<p><b>We</b> will not pay:</p> <ul style="list-style-type: none"> <li>▪ the <b>excess</b>.</li> </ul>
<p>Fly tipping cover</p> <p><b>We</b> will pay for reasonable costs incurred in clearing and removing any property illegally deposited in the <b>building</b> during the <b>period of insurance</b>.</p> <p>The most <b>we</b> will pay for any one claim under this cover is £500 or a maximum of £5,000 during any one <b>period of insurance</b>.</p>	
<p>Illegal cultivation of drugs</p> <p>In accordance with Section one: <b>Buildings</b> conditions – Illegal cultivation of drugs condition, <b>we</b> will cover <b>you</b> for the necessary remedial works arising from the use of <b>your building</b> by <b>your</b> tenants for the manufacture, cultivation, harvesting or processing by any other method of drugs classed as controlled substances under the Misuse of Drugs Act (1971).</p> <p>The most <b>we</b> will pay during any one <b>period of insurance</b> is £5,000.</p>	<p><b>We</b> will not pay:</p> <ul style="list-style-type: none"> <li>▪ the <b>excess</b></li> </ul>
<p>Landscaped gardens cover</p> <p><b>We</b> will pay <b>you</b> for the cost of restoring any damage caused by the emergency services to landscaped gardens, which <b>you</b> are responsible for, when the emergency services are attending the <b>buildings</b> as a result of damage insured under Section one: <b>Buildings</b>.</p> <p>The most <b>we</b> will pay for any one claim under this extension is £25,000.</p>	
<p>Loss of metered water</p> <p><b>We</b> will pay <b>you</b> for the additional domestic metered water charges incurred by <b>you</b> as a result of loss or</p>	<p><b>We</b> will not pay:</p> <ul style="list-style-type: none"> <li>▪ the <b>excess</b>; and/or</li> </ul>

<p>damage giving rise to a claim paid or payable under Section one: <b>Buildings</b>, provided that repairs to the source of damage are completed within 30 days of the damage being discovered.</p> <p>The maximum amount <b>we</b> will pay is £25,000 in total for all claims occurring during the <b>period of insurance</b>.</p>	<ul style="list-style-type: none"> <li>▪ charges incurred for any <b>building</b> that is <b>unoccupied</b>; and/or</li> <li>▪ charges incurred after the source of damage is repaired or 30 days after the date the damage occurred, whichever the sooner.</li> </ul>
<p>Loss of rent and costs for alternative accommodation</p> <p>If the <b>buildings</b> cannot be lived in as a result of damage caused by an operative insured peril which renders the <b>buildings</b> uninhabitable, <b>we</b> will pay up to 20% ((or 30% if <b>you</b> have purchased the Loss of rent extension as shown in <b>your schedule</b>)) of the <b>limit of indemnity</b> in respect of Section one: <b>Buildings</b> for:</p> <ul style="list-style-type: none"> <li>▪ the rent <b>you</b> would have received from an existing tenant if the <b>buildings</b> could have been lived in; or</li> <li>▪ a) the cost of reasonable alternative accommodation and temporary storage of <b>your</b> tenants' furniture if this is necessary for <b>your</b> tenant and/or, if <b>you</b> permanently live in the <b>buildings</b>, <b>you</b> and <b>your</b> household who normally lives with <b>you</b>; and</li> <li>▪ b) the cost of reasonable accommodation in kennels and/or catteries for dogs and/or cats belonging to <b>your</b> tenant and/or, if <b>you</b> permanently live in the <b>buildings</b>, <b>you</b> and <b>your</b> household who normally lives with <b>you</b>, where such pets are not permitted in any alternative accommodation.</li> </ul>	<p><b>We</b> will not pay:</p> <ul style="list-style-type: none"> <li>▪ any loss of rent for any <b>buildings</b> that became unoccupied immediately before the loss or damage giving rise to a claim; and/or</li> <li>▪ any share of the rent or other expenses <b>you</b> must pay the letting agent.</li> </ul>
<p>Malicious damage by tenants</p> <p><b>We</b> will indemnify <b>you</b> against damage caused during the <b>period of insurance</b> by the malicious actions of a tenant or their family occupying the <b>building</b> or portion of any <b>building</b>.</p> <p>The most <b>we</b> will pay for any one claim under this cover is £5,000 with a maximum payable in respect all claims in total during any one <b>period of insurance</b> of £25,000.</p>	<p><b>We</b> will not pay:</p> <ul style="list-style-type: none"> <li>▪ the <b>excess</b>; and/or</li> <li>▪ any loss or damage by theft or attempted theft caused by a tenant or their family occupying the <b>building</b> or portion of any <b>building</b>.</li> </ul>
<p>Removal of debris</p> <p><b>We</b> will pay costs and expenses necessarily incurred by <b>you</b> with <b>our</b> consent in:</p> <ul style="list-style-type: none"> <li>▪ removing debris;</li> <li>▪ dismantling and/or demolishing; and</li> <li>▪ shoring up or propping;</li> </ul> <p>the portion or portions of the <b>buildings</b> insured as a result of loss or damage insured against under this <b>policy</b>.</p> <p>The most <b>we</b> will pay in respect of any claim under Section one: <b>Buildings</b> will not exceed its <b>limit of indemnity</b>.</p>	<p><b>We</b> will not pay for costs and expenses:</p> <ul style="list-style-type: none"> <li>▪ incurred in removing debris except from the site of such building destroyed or damaged, and the area immediately adjacent to the site; and/or</li> <li>▪ arising from pollution or contamination of property not insured by this section.</li> </ul>
<p>Removal of debris (tenants' contents)</p> <p><b>We</b> will pay costs and expenses necessarily incurred by <b>you</b> with <b>our</b> consent to remove the debris of tenants' contents as a result of loss or damage insured against under this <b>policy</b>.</p>	<p><b>We</b> will not pay for costs and expenses:</p> <ul style="list-style-type: none"> <li>▪ in respect of tenants' contents insured under any other policy; and/or</li> <li>▪ incurred in removing debris except from the site of the damaged <b>building</b> and the area immediately adjacent to the site; and/or</li> <li>▪ arising from pollution or contamination of property</li> </ul>



	not insured by Section one: <b>Buildings</b> .
<p>Removal of nests cover</p> <p><b>We</b> will pay <b>you</b> for any one claim for the cost of removing wasps, bees or hornets' nests from the <b>building</b> discovered during the <b>period of insurance</b>.</p> <p>The most <b>we</b> will pay for any one claim under this cover is £1,000.</p>	
<p>Sale of property insured</p> <p>If at the time of damage giving rise to a valid claim under Section one: <b>Buildings</b>, <b>you</b> have entered into a contract to sell <b>your</b> interest in the <b>building</b> and the sale has not but is subsequently completed, the purchaser will have the full protection of Section one: <b>Buildings</b> on exchange of contracts</p>	<p><b>We</b> will not pay:</p> <ul style="list-style-type: none"> <li>▪ loss or damage to <b>buildings</b> if the purchaser is insured under any other insurance policy.</li> </ul>
<p>Theft damage to <b>building</b> fabric</p> <p><b>We</b> will pay <b>you</b> for:</p> <ul style="list-style-type: none"> <li>▪ damage to the external fabric of the <b>building</b> as a result of theft or attempted theft; or</li> <li>▪ damage following entry of rainwater as a result of theft or attempted theft of the external fabric of the <b>building</b>;</li> </ul> <p>occurring during the <b>period of insurance</b>.</p> <p>The most <b>we</b> will pay during any one <b>period of insurance</b> is £10,000.</p>	<p><b>We</b> will not pay:</p> <ul style="list-style-type: none"> <li>▪ the <b>excess</b>; and/or</li> <li>▪ loss or damage incurred for any <b>building</b> that is <b>unoccupied</b>; and/or</li> <li>▪ loss or damage to <b>building</b> that has scaffolding erected.</li> </ul>
<p>Theft of keys</p> <p><b>We</b> will pay <b>you</b> for the cost of replacing external door locks after the loss of keys due to:</p> <ul style="list-style-type: none"> <li>▪ theft from the <b>building</b>, registered office or from <b>your</b> home or the home of or any principal, director, partner or <b>employee</b> authorised to hold such keys; or</li> <li>▪ theft following hold-up when the keys are in the personal custody of <b>you</b> or any principal, director, partner or <b>employee</b> authorised to hold such keys; or</li> <li>▪ reasonable evidence that the keys have been duplicated by an unauthorised person;</li> </ul> <p>occurring during the <b>period of insurance</b>.</p> <p>The most <b>we</b> will pay for any one claim under this extension is £1,000.</p>	
<p>Trace and access</p> <p><b>We</b> will pay the reasonable costs incurred by <b>you</b> with our consent in locating the source of loss or damage to <b>buildings</b> as a result of:</p> <ul style="list-style-type: none"> <li>▪ the escape of water from any tank, apparatus or pipe; or</li> <li>▪ <b>accidental damage</b> to cables, underground pipes or drains serving the <b>buildings</b>.</li> </ul> <p><b>We</b> will also pay for the repairs required to walls, floors or ceilings caused by locating the source of damage.</p>	<p><b>We</b> will not pay:</p> <ul style="list-style-type: none"> <li>▪ for loss or damage to <b>buildings</b> caused by rising ground water levels.</li> </ul>

<p>The maximum amount <b>we</b> will pay in respect of any one loss during the <b>period of insurance</b> is £5,000 and £25,000 in total for all claims during the <b>period of insurance</b>.</p>	
<p>Tree felling and lopping</p> <p><b>We</b> will pay <b>you</b> for the costs incurred in removing or lopping trees, by a professionally qualified tree surgeon or tree feller, which are an immediate threat to the safety of life or of damage to the <b>building</b>, where such threat first appears during the <b>period of insurance</b>.</p> <p>The most <b>we</b> will pay for any one claim under this extension is £1,000 with a maximum amount payable in respect all claims in total during any one <b>period of insurance</b> of £2,500.</p>	<p><b>We</b> will not be liable for:</p> <ul style="list-style-type: none"> <li>▪ legal or local authority costs involved in removing trees; and/or</li> <li>▪ costs incurred solely to comply with a Preservation Order.</li> </ul>
<p>Unauthorised use of electricity, gas, oil and water</p> <p><b>We</b> will pay <b>you</b> for the charges that <b>you</b> are responsible for if gas, electricity, oil or water is discharged from a metered system during the <b>period of insurance</b>, arising from unauthorised use by persons taking possession, keeping possession or occupying the <b>building</b> without <b>your</b> authority, provided that <b>you</b> take all reasonable steps to terminate the unauthorised use as soon as it is discovered.</p> <p>The most <b>we</b> will pay for any one claim under this extension is £25,000.</p>	<p><b>We</b> will not pay:</p> <ul style="list-style-type: none"> <li>▪ the <b>excess</b>.</li> </ul>

## Section one: Buildings conditions

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

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

### Contribution and average condition

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

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

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

### Day one average condition

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

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

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

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

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

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

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

Provided that:

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

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

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

#### European Community and public authorities condition

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

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

Excluding:

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

Provided that:

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

#### Explosion condition

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

#### Fire extinguishing appliances condition

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

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

#### Illegal cultivation of drugs condition

It is a condition with obligation to **our** liability in respect of any claim involving the illegal cultivation of drugs that **you**:

1. carry out internal and external inspections of the **building** at least every 3 months or as frequently as permitted under the tenancy agreement and:
  - a) maintain a log of those inspections and retain that log for at least 24 months; and
  - b) carry out a 6 monthly management check of the inspections log; and
2. obtain and record details of **your** tenants' bank account and verify those details by receiving rental payments from that account.

#### Index linking condition

**We** 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.

If **you** make a claim, index linking will continue during the period when the repair or rebuilding is being carried out, as long as **you** take reasonable action for the repair or rebuilding to be carried out immediately.

### Maintaining the sum insured condition

After **we** have settled a claim, **we** will not reduce the **buildings limit of indemnity**, as long as **you** take any reasonable measures **we** suggest to prevent any further loss or damage. **We** will not charge any extra premium for maintaining the sum insured.

### Mortgagees and other interests condition

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

### Non-invalidating condition

This insurance will not be invalidated by any act or omission or by an alteration whereby the risk of damage is increased unknown to **you** or beyond **your** control, provided that **you** immediately on becoming aware of any such act or omission or alteration give **us** notice in accordance with the Change in risk information condition in this **policy**.

### Reinstatement condition

**We** will decide whether to pay the cost of repairing or replacing the part of the **buildings** damaged or destroyed if:

- the sum insured is enough to pay to rebuild the **buildings**;
- the repair or rebuilding is carried out immediately after **we** give **our** approval (other than emergency repairs, which should be carried out immediately); and
- the **buildings** are in a good state of repair.

If the loss or damage to the **buildings** is not repaired or replaced as **we** have explained above, then **we** will pay either:

- the cost of repairing or replacing the damage, less a deduction for wear and tear; or
- the difference between the market value of the **buildings** immediately before the damage and their value after the damage.

**We** will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

### Value added tax (VAT) condition

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

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

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

### Workmen's condition

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

## Section two: Contents

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

What is covered	What is not covered
<p><b>We</b> will pay <b>you</b> if any of <b>your contents</b> are damaged during the <b>period of insurance</b> by any of the following Insured perils.</p> <p>The most <b>we</b> will pay for any <b>contents</b> covered by this section is the <b>limit of indemnity</b> in respect of any one claim or a series of claims arising out of one occurrence.</p> <p><b>We</b> will pay <b>you</b> at our option:</p> <ul style="list-style-type: none"> <li>▪ the value of the <b>contents</b> at the time it is damaged; or</li> <li>▪ the amount of the damage; or</li> <li>▪ at <b>our</b> option repair or replace the <b>contents</b> or any part of it.</li> </ul> <p><b>We</b> will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.</p>	<p><b>We</b> will not pay:</p> <ul style="list-style-type: none"> <li>▪ the <b>excess</b>; and/or</li> <li>▪ for loss of any living creature; and/or</li> <li>▪ for loss or damage to motor vehicles, electrically, mechanically, or power-assisted vehicles, caravans, trailers, watercraft, aircraft or any accessories for these items; and/or</li> <li>▪ for loss or damage to property belonging to or the responsibility of the tenant or any guest; and/or</li> <li>▪ for loss of or damage to money, credit, cheque and debit cards, securities, deeds, bonds, bills of exchange, promissory notes; and/or</li> <li>▪ for loss or damage to <b>business</b> books, plans, specifications, designs and computer records; and/or</li> <li>▪ for loss or damage to any property used or held for business, profession or trade purposes; and/or</li> <li>▪ for loss or damage to any part of the <b>buildings</b>; and/or</li> <li>▪ for loss or damage caused by or arising from disappearance, unexplained or inventory shortage, misfiling or misplacing of information; and/or</li> <li>▪ for loss or damage caused by, arising from or contributed to by the <b>buildings</b> being used for illegal activities by <b>you</b> or any occupants; and/or</li> <li>▪ for loss or damage to pedal cycles; and/or</li> <li>▪ for loss or damage to jewellery, watches, clothing (including furs), precious metals, precious stones or articles made from them; and/or</li> <li>▪ for loss or damage to computers or computer equipment; and/or</li> <li>▪ loss or damage to any curios, works of art, antiques, sculptures, rare books or pictures where the value of any one article is more than £1,000.</li> </ul>
<p><b>Insured perils</b></p> <p>1. Fire (including subterranean fire), explosion, lightning or earthquake.</p>	
<p>2. Storm or <b>flood</b></p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>▪ caused by frost; and/or</li> <li>▪ caused solely by change in water table levels; and/or</li> <li>▪ to any property in the open.</li> </ul>
<p>3. Escape of water from any tank, apparatus or pipe (including damage to any fixed tank apparatus or pipe, caused by freezing or forcible and violent bursting) or escape of oil from any fixed heating installation or appliance.</p>	<ul style="list-style-type: none"> <li>▪ the cost of the water or oil; and/or</li> </ul> <p>Loss or damage:</p> <ul style="list-style-type: none"> <li>▪ in respect of any <b>building</b> or portion thereof which is <b>unoccupied</b>; and/or</li> <li>▪ to the installation or appliance itself; or</li> <li>▪ if the installation or appliance is outdoors or in an</li> </ul>

	<p>outbuilding, unless the installation or appliance is connected to a heating boiler protected by a frost-stat device.</p>
<p>4. Riot, civil commotion, strikers, locked-out workers, or persons taking part in labour disturbances or malicious acts or vandalism.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>▪ in respect of any <b>building</b> or portion thereof which is <b>unoccupied</b>; and/or</li> <li>▪ caused by confiscation, destruction or requisition by order of the Government or any Public Authority; and/or</li> <li>▪ arising from stoppage of work; and/or</li> <li>▪ caused by any <b>occupant, your employees</b> or guests; and/or</li> <li>▪ caused by theft or attempted theft.</li> </ul>
<p>5. Impact with the <b>buildings</b> by aircraft, other aerial devices including articles dropped from them or by any vehicle, train, animal, falling tree or branch, aerial or mast or satellite dish.</p>	
<p>6. Theft or attempted theft (including damage to the <b>building</b> for which <b>you</b> are responsible), involving entry to or exit from the <b>buildings</b> by forcible or violent means; or</p> <p>Theft by violence or threat of violence to <b>you</b> or <b>your</b> family or <b>employees</b>.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>▪ in respect of any <b>building</b> or portion thereof which is <b>unoccupied</b>; and/or</li> <li>▪ caused to <b>contents</b> in any garden, yard or open space; and/or</li> <li>▪ caused by any <b>occupant, your employees</b> or guests.</li> </ul>
<p>7. Subsidence, ground heave or landslip of any part of the <b>buildings</b></p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>▪ caused by the normal settlement or bedding down of new structures; and/or</li> <li>▪ caused by the settlement or movement of made up ground; and/or</li> <li>▪ caused by coastal or river erosion; and/or</li> <li>▪ caused by defective design or workmanship or the use of defective materials; and/or</li> <li>▪ happening prior to the start of the <b>period of insurance</b>; and/or</li> <li>▪ caused by fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe; and/or</li> <li>▪ arising from demolition, construction, structural alteration, repair of any <b>building</b> or groundworks or excavation at the <b>buildings</b>.</li> </ul>

## Section two: **Contents** optional peril

Your **schedule** will show **you** if this optional peril has been purchased by **you**.

What is covered	What is not covered
<p><b>Accidental damage to contents</b> contained in the <b>buildings</b></p> <p>Subject to the terms of Section two: <b>Contents</b> and the other applicable <b>policy</b> terms, <b>we</b> will pay <b>you</b> up to the <b>limit of indemnity</b> shown in the <b>schedule</b> in respect of any one claim or a series of claims arising out of one occurrence for <b>accidental damage</b> to <b>contents</b> occurring during the <b>period of insurance</b>, provided <b>you</b> have purchased this optional peril.</p>	<p><b>We</b> will not pay:</p> <ul style="list-style-type: none"> <li>▪ the <b>excess</b>; or</li> <li>▪ to any electrical sign or its installation; and/or</li> <li>▪ loss or damage arising from wear, tear, the action of light or atmosphere, corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, mould, dryness, marring, bruising or deterioration, moths or <b>vermin</b>; and/or</li> <li>▪ loss or damage caused by chewing, tearing, scratching or fouling by animals; and/or</li> <li>▪ the cost of general maintenance; and/or</li> <li>▪ any process of cleaning, repairing, dyeing, renovating or maintaining the <b>contents</b>; and/or</li> <li>▪ loss or damage caused by any contents being used in a way which is different to the manufacturer's instructions; and/or</li> <li>▪ arising from faulty or defective workmanship, design or materials; and/or</li> <li>▪ for the loss of information being erased or damaged on computer equipment; and/or</li> <li>▪ loss or damage to contact lenses, money, credit cards, stamps, coins or other collections; and/or</li> <li>▪ any mechanical or electrical machine while it is being used as a tool and if damage arises directly out of its use; and/or</li> <li>▪ loss or damage to clothing (including furs), food and drink; and/or</li> <li>▪ specifically excluded in this section and/or Insured perils 1-7.</li> </ul>



## Section two: **Contents** extra benefits

Subject to the terms of Section two: **Contents** and the other applicable **policy** terms, the following extra benefits are automatically included under Section two: **Contents**. **Your schedule** will show if **you** are covered under Section two: **Contents**.

What is covered	What is not covered
<p>Accidental breakage</p> <p><b>We</b> will pay for accidental breakage of:</p> <ul style="list-style-type: none"> <li>▪ glass tops and fixed glass in furniture; and</li> <li>▪ ceramic glass in cooker hobs and mirrors.</li> </ul>	<p><b>We</b> will not pay:</p> <ul style="list-style-type: none"> <li>▪ the <b>excess</b>; or</li> <li>▪ loss or damage while the <b>buildings</b> are <b>unoccupied</b>.</li> </ul>
<p>Audio/visual equipment</p> <p><b>We</b> will pay for <b>accidental damage</b> occurring during the <b>period of insurance</b> to:</p> <ul style="list-style-type: none"> <li>▪ televisions, radios, stereos, record players, CD players, DVD players, blu-ray players kept in the <b>buildings</b>; and/or</li> <li>▪ aerials, fittings and satellite dishes attached to the <b>buildings</b>;</li> </ul> <p>belonging to <b>you</b> or for which <b>you</b> are responsible.</p> <p><b>We</b> will not pay more than the <b>limit of indemnity</b> in respect of any one loss occurring during the <b>period of insurance</b>.</p>	<p><b>We</b> will not pay:</p> <ul style="list-style-type: none"> <li>▪ the <b>excess</b>; or</li> <li>▪ for loss or damage caused by chewing, tearing, scratching or fouling by pets; or</li> <li>▪ for loss or damage caused by the action of light or atmosphere; or</li> <li>▪ for loss or damage caused by any process of cleaning, repairing, renovating or maintaining the equipment; or</li> <li>▪ loss or damage caused by faulty workmanship, design or materials; or</li> <li>▪ loss or damage to equipment designed to be portable whilst it is being carried, moved or transported.</li> </ul>
<p>Outside <b>contents</b></p> <p><b>We</b> will pay <b>you</b> for loss or damage to garden furniture or ornaments outside the structure of the building but within the boundaries of the <b>buildings</b> arising from loss or damage caused by Insured perils 1, 3, 4 or 7 as shown under Section two: <b>Contents</b>.</p> <p>The maximum amount <b>we</b> will pay in respect of any one loss occurring during the <b>period of insurance</b> is £2,500.</p>	<p><b>We</b> will not pay:</p> <ul style="list-style-type: none"> <li>▪ the <b>excess</b>; or</li> <li>▪ loss or damage to trees, plants, shrubs or garden produce; or</li> <li>▪ loss or damage to property in or on any motor vehicle or trailer.</li> </ul>
<p>Reinstatement of sum insured after loss</p> <p>In the event of the payment of a claim under Section three: <b>Landlord's contents</b>, the sum insured by this section will be automatically reinstated from the date of the loss unless <b>we</b> or <b>you</b> give written notice contrary, provided that in the event of reinstatement <b>you</b> will always:</p> <ul style="list-style-type: none"> <li>▪ pay the necessary premiums that may be required for the reinstatement, from the date of reinstatement; and/or</li> <li>▪ apply any additional risk improvements which <b>we</b> may reasonably require.</li> </ul>	<p><b>We</b> will not pay:</p> <ul style="list-style-type: none"> <li>▪ any loss of rent for any <b>buildings</b> that became unoccupied immediately before the loss or damage giving rise to a claim.</li> </ul>
<p>Temporary removal</p> <p><b>We</b> will pay up to 10% of the sum insured whilst <b>landlord's contents</b> are temporarily removed from or in transit to or from the <b>building</b> for cleaning, renovation, repair or other similar purposes, but remaining in the <b>territorial limits</b> excluding property insured elsewhere.</p>	

## Section two: **Contents** conditions

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

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

### Contribution and average condition

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

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

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

### Index linking

**We** 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.

If **you** make a claim, index linking will continue during the period when the repair or rebuilding is being carried out, as long as **you** take reasonable action for the repair or rebuilding to be carried out immediately.

### Maintaining the sum insured

After **we** have settled a claim, **we** will not reduce the **contents limit of indemnity**, as long as **you** take any reasonable measures **we** suggest to prevent any further loss or damage. **We** will not charge any extra premium for maintaining the sum insured.

### Reinstatement condition

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

## Section three: Terrorism

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

### Meanings of defined terms

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

#### Nuclear installation

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

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

#### Nuclear reactor

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

#### Private individual

Any person other than a:

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

where:

- a)
  - i. the **residential property** is occupied by a trustee or a sole trader as a private residence and
  - ii. the property is not a block of flatseach will be deemed to be a private individual in respect of the same property.
- b) two or more person have arranged insurance on **residential property** in
  - i. their several names, and/or
  - ii. **your** name includes the name of a bank or building society or other financial institution for the purpose of noting their interest in the property insured;such persons will be deemed to be a private individual in respect of that property.

#### Residential property

A **building** that **you** have let under a written tenancy agreement for residential purposes only

#### What is covered

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

- Section one: **Buildings**
- Section two: **Contents**.

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

#### What is not covered

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

- to **residential property** insured in the name of a **private individual**; and/or
- to any **building** located outside the **territorial limits**; and/or
- to any **nuclear installation** or **nuclear reactor**; and/or
- by riot or civil commotion; and/or
- to any property which is specifically excluded elsewhere in this **policy**.

## Conditions applicable to Section three: **Terrorism**

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

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

### Proof of cover

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

## Section four: Property owners' liability

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

### Meanings of defined terms

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

#### Additional persons insured

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

#### Asbestos

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

#### Claim costs

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

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

#### Contractual liability

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

#### Electronic data

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

#### Manslaughter costs

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

#### Safety legislation costs

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

What is covered	What is not covered
<p><b>We</b> will cover <b>you</b> against all sums that <b>you</b> become legally liable to pay as owner of the <b>building</b> in respect of accidental:</p> <ul style="list-style-type: none"> <li>▪ <b>bodily injury</b> to any person; and</li> <li>▪ loss of or damage to tangible property; and</li> <li>▪ obstruction, trespass, nuisance or interference with any right of way, air, light or water; and</li> <li>▪ wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy;</li> </ul> <p>occurring within the <b>territorial limits</b> during the <b>period of insurance</b>.</p> <p>If <b>we</b> have agreed to insure <b>you</b> as occupier of the <b>building</b>, this <b>policy</b> extends to cover <b>you</b> against all sums that <b>you</b> become legally liable to pay as occupier</p>	<p><b>We</b> will not cover <b>you</b> for any liability:</p> <ul style="list-style-type: none"> <li>▪ the <b>excess</b>; and/or</li> <li>▪ other than as owner or occupier of the <b>building</b>; and/or</li> <li>▪ in any way arising from or contributed to by:           <ul style="list-style-type: none"> <li>– inhalation or ingestion of <b>asbestos</b>, or</li> <li>– exposure to or fear of the consequences of exposure to <b>asbestos</b>, or</li> <li>– the presence of <b>asbestos</b> in any property or on land, or</li> <li>– investigating, managing, removing, controlling or remediation of <b>asbestos</b>.</li> </ul> </li> <li>▪ arising from <b>contractual liability</b>; and/or</li> </ul>

<p>of the <b>building</b> in respect of:</p> <ul style="list-style-type: none"> <li>▪ <b>bodily injury</b> to any person; and</li> <li>▪ loss of or damage to tangible property; and</li> <li>▪ obstruction, trespass, nuisance or interference with any right of way, air, light or water; and</li> <li>▪ wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy;</li> </ul> <p>occurring within the <b>territorial limits</b> during the <b>period of insurance</b> in connection with the <b>business</b>.</p> <p><b>We</b> will pay up to the <b>limit of indemnity</b> inclusive of costs and expenses incurred with our written consent for any one claim or series of claims as a result of or attributable to a single source or the same original, repeated or continuing cause first occurring during the <b>period of insurance</b>.</p>	<ul style="list-style-type: none"> <li>▪ arising from any criminal act(s); and/or</li> <li>▪ arising from an assault, alleged assault or a deliberate, wilful or malicious act; and/or</li> <li>▪ arising from the ownership or occupation of any land or buildings other than the <b>buildings</b>; and/or</li> <li>▪ where <b>you</b> are covered by any other insurance policy; and/or</li> <li>▪ arising from <b>bodily injury</b> sustained by any <b>employee</b> arising out of and in the course of their employment with <b>you</b>; and/or</li> <li>▪ arising from any profession, trade or business other than as owner of the <b>building</b>; and/or</li> <li>▪ arising out of any act, error, omission or fault in the service or duties undertaken or provided by <b>your</b> managing agent in respect of the <b>buildings</b>; and/or</li> <li>▪ arising from any infectious disease or condition; and/or</li> <li>▪ arising from the ownership or use of any: <ul style="list-style-type: none"> <li>- power-operated lift; and/or</li> <li>- mechanically-propelled vehicles (including children's motor vehicles); and/or</li> <li>- horse-drawn vehicles; and/or</li> <li>- aircraft, hovercraft or watercraft; and/or</li> <li>- caravan or trailer; and/or</li> <li>- animals; and/or</li> </ul> </li> <li>▪ arising out of the ownership, possession or use by <b>you</b> or on <b>your</b> behalf or use by any of the <b>additional persons insured</b> of any motor vehicle, trailer or mobile plant in circumstances where compulsory insurance or security is required by Road Traffic Legislation.</li> <li>▪ involving <b>bodily injury</b> to any member of <b>your</b> household who normally lives with <b>you</b>.</li> </ul>
---	--

## Section four: Property owners' liability extra benefits

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

What is covered	What is not covered
<p>Compensation for court attendance</p> <p>In the event of <b>you</b>, any partner, director or <b>employee</b> attending court as a witness at <b>our</b> request, in connection with a claim for which an award of damages is paid or may be payable under this section, <b>we</b> will pay compensation at the rate of £250 per person, per day, for each day that attendance is required at court.</p>	
<p>Contingent motor liabilities</p> <p><b>We</b> will pay the amount of damages which <b>you</b> are legally liable to pay and <b>claim costs</b> as a result of accidental <b>bodily injury</b>, loss of or damage to property not owned or held in trust by <b>you</b> or in <b>your</b> custody or control occurring during the <b>period of insurance</b> and arising out of:</p> <ul style="list-style-type: none"> <li>▪ the use by an <b>employee</b> of their own motor vehicle within the European Union; or</li> <li>▪ the movement of any motor vehicle not owned by, or provided by <b>you</b>, or an <b>employee</b> that is preventing access to, or causing an obstruction within <b>your</b> premises or any site at which <b>you</b> are working.</li> </ul>	<p><b>We</b> will not cover:</p> <ul style="list-style-type: none"> <li>▪ loss of or damage to any motor vehicle; and/or</li> <li>▪ any legal liability unless the motor vehicle is being driven with <b>your</b> permission and <b>you</b> have taken reasonable steps to ensure that the person driving holds a valid license to drive the motor vehicle; and/or</li> <li>▪ where cover is provided by another insurance policy.</li> </ul>
<p>Cross liabilities</p> <p>If more than one insured is referred to in the <b>schedule</b>, this section shall apply to each one as if a separate <b>policy</b> had been issued to each provided that the total amount of indemnity payable to all parties in respect of damage will not exceed the <b>limit of indemnity</b> in any circumstances.</p>	
<p>Data Protection Act 2018</p> <p><b>We</b> will indemnify <b>you</b> and if <b>you</b> so require any <b>employee</b> in respect of liability to pay compensation including <b>defence costs</b> directly arising from a claim made against <b>you</b> for breach of the General Data Protection Regulation (GDPR), the Data Protection Act 2018 or any amending legislation, caused in connection with the <b>business</b> during the <b>period of insurance</b>.</p> <p><b>Our</b> maximum liability shall not exceed the sub-limit of indemnity of £250,000 which is the maximum amount payable in the aggregate during the <b>period of insurance</b>.</p>	<p><b>We</b> will not cover any claim under this extension arising from or relating to:</p> <ul style="list-style-type: none"> <li>▪ compensation, costs or expenses covered under Section six: Legal expenses; and/or</li> <li>▪ the costs of rectifying, rewriting, replacing, reinstating or erasing personal data as defined in the GDPR; and/or</li> <li>▪ the payment of fines or penalties; and/or</li> <li>▪ refund of monies paid to <b>you</b> by any claimant; and/or</li> <li>▪ liability arising solely because <b>you</b> did not comply with <b>your</b> legal obligations set out under the GDPR; and/or</li> <li>▪ any actual or alleged act, omission or dispute happening before, or existing at the start of the <b>period of insurance</b> and which <b>you</b> knew or ought reasonably to have known could lead to a claim; and/or</li> <li>▪ any deliberate act by <b>you</b> or any director, partner or <b>employee</b>; and/or</li> </ul>

<p>Defective Premises Act</p> <p><b>We</b> will pay all sums which <b>you</b> become legally liable to pay as a result of accidental <b>bodily injury</b>, loss of or damage to property arising out of premises <b>you</b> have disposed of but had previously owned.</p> <p><b>We</b> will pay up to the <b>limit of indemnity</b> inclusive of costs and expenses incurred with our written consent for any one claim or series of claims as a result of or attributable to a single source or the same original, repeated or continuing cause first occurring during the <b>period of insurance</b>.</p>	<ul style="list-style-type: none"> <li>▪ indirect or consequential losses.</li> </ul> <p><b>We</b> will not cover <b>you</b> for any liability:</p> <ul style="list-style-type: none"> <li>▪ in respect of loss or damage to the land or premises disposed of or in connection with the cost of rectifying any defect or alleged defect in them; and/or</li> <li>▪ where <b>you</b> are covered by any other insurance policy; and/or</li> <li>▪ where the previously owned premises are covered by any other insurance policy.</li> </ul>
<p><b>Manslaughter costs</b></p> <p><b>We</b> will pay for <b>manslaughter costs</b> as a result of any death occurring during the <b>period of insurance</b>, in circumstances where there is also a claim or potential claim against <b>you</b> or any of the <b>additional persons insured</b> for damages covered by this section.</p> <p><b>You</b> must obtain <b>our</b> prior consent to legal representation and <b>we</b> will only agree to payment on a fee basis agreed by <b>us</b>.</p> <p>If a claim for damages is settled or withdrawn, <b>we</b> will have no further liability other than for costs and expenses of legal representation incurred before the date of the claim payment.</p> <p>If at any time a claim for damages remains unsettled and <b>you</b> wish to appeal against conviction, <b>we</b> will agree to costs and expenses of legal representation, if in the opinion of Counsel (appointed by mutual consent), an appeal is likely to succeed and the total amount of damages and claimants' costs are likely to exceed the total cost of legal representation.</p> <p>If <b>we</b> have consented to legal representation at court proceedings, <b>we</b> will also pay the legal costs of prosecution awarded against <b>you</b> in connection with the proceedings.</p> <p>The most <b>we</b> will pay for <b>manslaughter costs</b>, during any one <b>period of insurance</b>, is £1,000,000.</p>	<p><b>We</b> will not cover:</p> <ul style="list-style-type: none"> <li>▪ fines, penalties or awards of compensation imposed by a criminal court; and/or</li> <li>▪ costs and expenses of implementing any remedial order or publicity order; and/or</li> <li>▪ costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order; and/or</li> <li>▪ costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order; and/or</li> <li>▪ costs and expenses insured by any other policy; and/or</li> <li>▪ compensation, costs or expenses covered under Section six: Legal expenses; and/or</li> <li>▪ costs and expenses of any investigation or prosecution brought other than under the laws of the <b>territorial limits</b>.</li> </ul>
<p>Personal liability</p> <p>At <b>your</b> request, <b>we</b> will pay the amount of damages which any of <b>your</b> directors, partners or <b>employees</b> or their spouse or children are legally liable to pay and <b>claim costs</b>, as a result of accidental <b>bodily injury</b>, loss of or damage to property not owned by or held in trust by <b>you</b> or them, or in <b>your</b> or their custody or control occurring during the <b>period of insurance</b> and incurred in a personal capacity during temporary visits anywhere in the world in connection with the <b>business</b></p>	<p><b>We</b> will not cover:</p> <ul style="list-style-type: none"> <li>▪ arising out of the ownership or occupation of land or buildings; and/or</li> <li>▪ where cover is provided under any other insurance; and/or</li> <li>▪ in circumstances where a <b>policy</b> or section exclusion applies.</li> </ul>
<p>Safety legislation defence</p> <p><b>We</b> will pay for <b>safety legislation costs</b>, as a result of any <b>bodily injury</b>, loss of or damage to <b>buildings</b> occurring during the <b>period of insurance</b>, in circumstances where there is also a claim or</p>	<p><b>We</b> will not cover:</p> <ul style="list-style-type: none"> <li>▪ fines, penalties or awards of compensation imposed by a criminal court; and/or</li> <li>▪ costs and expenses of an appeal against</li> </ul>



potential claim against **you** or any of the **additional persons insured**, for damages covered by this section.

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

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

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

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

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

improvement or prohibition notices; and/or

- costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than safety **legislation costs** already incurred; and/or
- costs and expenses insured by any other policy; and/or
- compensation, costs or expenses covered under Section six: Legal expenses; and/or
- costs and expenses of any investigation or prosecution brought other than under the laws of the **territorial limits**.

## Section five: Employers' liability

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

### Meanings of defined terms

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

#### Additional persons insured

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

#### Claim costs

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

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

#### Contractual liability

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

#### Manslaughter costs

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

#### Safety legislation costs

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

What is covered	What is not covered
<p><b>We</b> will cover <b>you</b> against all sums that <b>you</b> or any of the <b>additional persons insured</b> become legally liable to pay in respect of <b>bodily injury</b> to any <b>employee</b> occurring within the <b>territorial limits</b> during the <b>period of insurance</b> in connection with the <b>business</b>.</p> <p><b>We</b> will pay:</p> <ol style="list-style-type: none"> <li>a) up to <b>limit of indemnity</b> A or B as shown in the <b>schedule</b> for any one claim or any series of claims by one or more <b>employee</b> arising from one occurrence during the <b>period of insurance</b>; and</li> <li>b) <b>claim costs</b> within the same <b>limit of indemnity</b>;</li> </ol> <p>except as otherwise stated in Section five: Employers' liability extensions to cover.</p> <p><b>Limit of indemnity</b> A will apply to any one occurrence (except in respect of any occurrence caused by or originating from <b>terrorism</b>).</p> <p><b>Limit of indemnity</b> B will apply to any occurrence caused by or originating from <b>terrorism</b>.</p>	<p><b>We</b> will not cover any legal liability for <b>bodily injury</b> to any <b>employee</b>:</p> <ul style="list-style-type: none"> <li>▪ in circumstances where it is necessary to arrange compulsory motor insurance or security under any Road Traffic legislation.</li> </ul>

## Section five: Employers' liability extra benefits

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

What is covered	What is not covered
<p>Compensation for court attendance</p> <p>In the event of <b>you</b>, any partner, director or <b>employee</b> attending court as a witness at <b>our</b> request, in connection with a claim for which an award of damages is paid or may be payable under this section, <b>we</b> will pay compensation at the rate of £250 per person, per day, for each day that attendance is required at court.</p>	
<p><b>Manslaughter costs</b></p> <p><b>We</b> will pay for <b>manslaughter costs</b> as a result of any death occurring during the <b>period of insurance</b>, in circumstances where there is also a claim or potential claim against <b>you</b> or any of the <b>additional persons insured</b> for damages covered by this section.</p> <p><b>You</b> must obtain <b>our</b> prior consent to legal representation and <b>we</b> will only agree to payment on a fee basis agreed by <b>us</b>.</p> <p>If a claim for damages is settled or withdrawn, <b>we</b> will have no further liability other than for costs and expenses of legal representation incurred before the date of the claim payment.</p> <p>If at any time a claim for damages remains unsettled and <b>you</b> wish to appeal against conviction, <b>we</b> will agree to costs and expenses of legal representation, if in the opinion of Counsel (appointed by mutual consent), an appeal is likely to succeed and the total amount of damages and claimants' costs are likely to exceed the total cost of legal representation.</p> <p>If <b>we</b> have consented to legal representation at court proceedings, <b>we</b> will also pay the legal costs of prosecution awarded against <b>you</b> in connection with the proceedings.</p> <p>The most <b>we</b> will pay for <b>manslaughter costs</b>, during any one <b>period of insurance</b>, is £1,000,000.</p>	<ul style="list-style-type: none"> <li>▪ fines, penalties or awards of compensation imposed by a criminal court;</li> <li>▪ costs and expenses of implementing any remedial order or publicity order;</li> <li>▪ costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order;</li> <li>▪ costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order;</li> <li>▪ costs and expenses insured by any other policy;</li> <li>▪ costs and expenses of any investigation or prosecution brought other than under the laws of the <b>territorial limits</b>.</li> </ul>
<p>Safety legislation defence</p> <p><b>We</b> will pay for <b>safety legislation costs</b>, as a result of any <b>bodily injury</b> occurring during the <b>period of insurance</b>, in circumstances where there is also a claim or potential claim against <b>you</b> or any of the <b>additional persons insured</b>, for damages covered by this section.</p> <p><b>You</b> must obtain <b>our</b> prior consent to legal representation and <b>we</b> will only agree to payment on a fee basis agreed by <b>us</b>.</p> <p>If a claim for damages is settled or withdrawn <b>we</b> will have no further liability other than for costs and expenses of legal representation incurred before the</p>	<ul style="list-style-type: none"> <li>▪ fines, penalties or awards of compensation imposed by a criminal court;</li> <li>▪ costs and expenses of an appeal against improvement or prohibition notices;</li> <li>▪ costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than safety <b>legislation costs</b> already incurred;</li> <li>▪ costs and expenses insured by any other policy;</li> <li>▪ costs and expenses of any investigation or prosecution brought other than under the laws of the <b>territorial limits</b>.</li> </ul>

<p>date of the claim payment.</p> <p>If at any time a claim for damages remains unsettled and you wish to appeal against conviction, we will agree to costs and expenses of legal representation, if in the opinion of Counsel (appointed by mutual consent), an appeal is likely to succeed and the total amount of damage and claimants' costs are likely to exceed the total cost of legal representation.</p> <p>If <b>we</b> have consented to legal representation at court proceedings, <b>we</b> will also pay the legal costs of prosecution awarded against <b>you</b> in connection with the proceedings.</p> <p>The most <b>we</b> will pay for <b>safety legislation costs</b>, during any one <b>period of insurance</b>, is £1,000,000.</p>	
<p>Unsatisfied court judgements</p> <p><b>We</b> will, at <b>your</b> request, pay to any <b>employee</b> or their legal personal representatives, the amount of any judgement for damages and any costs awarded that remain unsatisfied, resulting from <b>bodily injury</b> to the <b>employee</b> caused during the <b>period of insurance</b> and arising out of and in the course of employment by <b>you</b> in connection with the <b>business</b>, provided that:</p> <ol style="list-style-type: none"> <li>1. the judgement for damages is: <ol style="list-style-type: none"> <li>a) obtained in a court of law within the <b>territorial limits</b>;</li> <li>b) obtained against a party registered or resident within the <b>territorial limits</b>;</li> <li>c) not obtained against <b>you</b>; and</li> </ol> </li> <li>2. there is no appeal outstanding.</li> </ol> <p>If any payment is made under the terms of this cover, the <b>employee</b> or their legal personal representatives must assign the judgement to <b>us</b>.</p>	

## Conditions applicable to Section five: Employers' liability

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

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

### Other insurance condition

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

### Right of recovery condition

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

### Employers' Liability Tracing Office Notice

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

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

The Database will be managed by the ELTO.

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

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

## Section six: Legal expenses

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

### Meanings of defined terms

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

#### Appointed representative

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

#### Costs and expenses

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

#### Countries covered

- (a) For Optional insured incidents 5. Legal defence (excluding (e) Statutory notice appeals) and 11. Personal injury:  
The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
- (b) For Standard insured incidents, 1. Property legal defence, 2. Property damage, and 3. Eviction of squatters:  
The United Kingdom of Great Britain and Northern Ireland
- (c) For all other insured incidents:  
The United Kingdom of Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

#### DAS Standard Terms of Appointment

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

#### Date of occurrence

- (a) For civil cases (other than under Optional insured incident 13. Tax protection), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **you** or an **insured person** first became aware of it.)
- (b) For criminal cases, the date the **insured person** began, or is alleged to have begun, to break the law.
- (c) For Optional insured incident 7. Statutory licence appeal, the date when **you** first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel **your** licence, mandatory registration or British Standard Certificate of Registration.
- (d) For Optional insured incident 13. Tax protection, the date when HM Revenue & Customs, or the relevant authority, first notifies **you** of its intention to carry out an enquiry. For VAT or **employer compliance disputes**, the date the dispute arises during the **period of insurance** following the issue of an assessment, written decision or notice of a civil penalty.
- (e) For Optional insured incident 5. Legal defence – (e) Statutory notice appeals, the date when the insured person is issued with the relevant notice and has the right to appeal.

#### Employer compliance dispute

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

#### Insured person

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

#### Preferred law firm or Tax consultancy

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

#### Reasonable prospects

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

## Tax enquiry

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

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

## VAT dispute

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

## What is covered

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

- 1) **reasonable prospects** exist for the duration of the claim
- 2) the **date of occurrence** of the insured incident is during the **period of insurance**, or
- 3) during the currency of a previous equivalent legal expenses insurance policy, provided that:
  - the previous legal expenses insurance policy required **you** to report claims during its currency,
  - **you** could not have notified a claim previously as **you** could not have reasonably been aware of the insured incident
  - cover has been continuously maintained in force
  - **we** will not cover any claim that should have been covered under a previously operative legal expenses insurance policy
  - the available limit of indemnity shall be limited to the lesser of the sums payable under this or **your** previous policy
- 4) any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **countries covered**, and
- 5) 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 £100,000
- 2) the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm** or **tax consultancy**. The amount **we** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
- 3) in respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
- 4) for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this **policy**, **we** must agree that **reasonable prospects** exist
- 5) where an award for damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award, and
- 6) in respect of Optional insured incident 6. Jury service and court attendance, the maximum **we** will pay is the **insured person's** net salary or wages for the time that the **insured person** is absent from work less any amount **you**, the court or tribunal pays.

## What we will not pay

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

## Standard cover – Insured incidents

### 1. Property legal defence

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

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

(iii) The Disability Discrimination (NI) Order 1995 as amended by the DD (NI) Order 2006; or any future amending legislation;

or any future amending legislation.

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

## 2. Property damage

**We** will pay **costs and expenses** in a civil dispute relating to material property which is owned by **you**, or is **your** responsibility following an event which causes physical damage to **your building**, as long as the amount in dispute is more than £1,000.

## 3. Eviction of squatters

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

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

## Optional extended cover – Insured incidents

**Your schedule** will show if **you** have purchased this cover.

### 1. Employment disputes

#### What is covered

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

- (a) before the issue of legal proceedings in a court or tribunal:
  - (i) following the dismissal of an **employee**; or
  - (ii) where an **employee** or ex-**employee** has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure; or
- (b) in unfair dismissal disputes under the ACAS Arbitration Scheme; or
- (c) in legal proceedings in respect of any dispute relating to:
  - (i) a contract of employment with **you**; or
  - (ii) an alleged breach of the statutory rights of an **employee**, ex-**employee** or prospective **employee** under employment legislation.

#### What is not covered

A claim relating to the following:

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

### 2. Employment compensation awards

#### What is covered

In respect of a claim **we** have accepted under Optional insured incident 1. Employment disputes, **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 Optional insured incident 1. 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 as prepared by the Advisory Conciliation and Arbitration Service; 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.
- 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.
- 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.
- 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**.
- 5. the total of the compensation awards payable by **us** shall not exceed £1,000,000 in any one **period of insurance**.

#### What is not covered

A claim relating to the following:

- 1. Any compensation award relating to the following:
  - a) trade union activities, trade union membership or non-membership;
  - b) pregnancy or maternity 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;
  - e) statutory rights in relation to Sunday shop and betting work.
- 2. Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
- 3. Any award ordered because **you** have failed to provide relevant records to **employees** under the National Minimum Wage laws.
- 4. Any compensation award or increase in 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.

### 3. Employee civil legal defence

#### What is covered

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

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

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

### 4. Service occupancy

#### What is covered

**We** will pay **costs and expenses** to recover possession of premises owned by **you**, or for which you are responsible, from your employees or ex-employees

#### What is not covered

Any claim relating to defending **your** or an **insured persons** legal rights (other than defending a counter-claim that is an insured incident under this policy), provided that for each of the following sections of Legal defence covers (a)-(c) **you** request **us** to provide cover for the **insured person**.)

### 5. Legal defence

#### (a) Criminal pre-proceedings cover

##### What is covered

**We** will pay **costs and expenses** 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.

Provided that for claims relating to the Health and Safety at Work etc Act 1974 the countries covered shall be any place where the Act applies.

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

A claim relating to the following:

- (a) any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs;
- (b) investigations due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

### (b) Criminal prosecution defence

#### What is covered

**We** will pay **costs and expenses** following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction.

Provided that for claims relating to the Health and Safety at Work etc Act 1974 the countries covered shall be any place where the Act applies.

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

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

### (c) Data Protection and Information Commissioner registration

#### What is covered

**We** will pay **costs and expenses** 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 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 exclusion 8.

#### What is not covered

A claim relating to the following:

- 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 program that contains any malicious or damaging code, computer virus or similar mechanism.

### (d) Wrongful arrest

#### What is covered

**We** will pay **costs and expenses** if civil action is taken against the **insured person** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the period of insurance.

### (e) Statutory notice appeals

#### What is covered

**We** will pay **costs and expenses** if an appeal against the imposition or terms of any statutory notice issued under legislation affecting **your** business.

#### What is not covered

A claim relating to the following:

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.

## 6. Jury service and court attendance

#### What is covered

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

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

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

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

## 7. Statutory Licence appeal

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

## 8. Contract disputes

#### What is covered

**We** will pay **costs and expenses** in a contractual dispute arising from an agreement or an alleged agreement which has been entered into by **you** or on **your** behalf for the purchase, hire, sale or provision of goods or of services, provided that:

- (a) the amount in dispute exceeds £500 (including VAT). If the amount in dispute exceeds £5,000 (including VAT), **you** will be responsible for the first £500 of any claim. If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn
- (b) if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £500 (including VAT)
- (c) if the dispute relates to money owed to **you**, a claim under the **policy** is made within 90 days of the money becoming due and payable.

#### What is not covered

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

## 9. Debt recovery

### What is covered

**We** will pay **costs and expenses** in a dispute relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgments, provided that:

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

### What is not covered

A claim relating to the following:

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

## 10. Property protection

### What is covered

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

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

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

### What is not covered

A claim relating to the following:

- 1) a contract **you** have entered into (please refer to Optional insured incident 8. Contract disputes)
- 2) goods in transit or goods lent or hired out
- 3) goods at premises other than those occupied by **you**, unless the goods are at the premises for the purpose of installations or use in work to be carried out by **you**, and/or unless the property damage is at **buildings** that you let out
- 4) mining subsidence
- 5) defending **your** legal rights but **we** will cover defending a counter-claim
- 6) a motor vehicle owned or used by, or hired or leased to an **insured person** (other than damage to motor vehicles where **you** are in the business of selling motor vehicles)
- 7) the enforcement of a covenant by or against **you**.

## 11. 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 defending a counter-claim
- 4) clinical negligence.

## 12. Tenancy disputes

### What is covered

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

### What is not covered

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

## 13. Tax protection

### What is covered

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

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

Provided that:

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

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

### What is not covered

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

## Section exclusions

The following exclusions apply to the whole of Section six: Legal expenses. **We** will not pay:

1. Any claim reported to **us** more than 180 days after the date the **insured person** should have known about the insured incident.
2. **Costs and expenses** incurred before **our** written acceptance of a claim.
3. Any disagreement with **your** tenant when the **date of occurrence** is within the first 90 days of the first **period of insurance** and the tenancy agreement started before the start date of cover under this section.
4. Any claim relating to registering rents, reviewing rents, rent control, buying the freehold of **your building** or any matter that relates to rent tribunals, rate tribunals, land tribunals, rent assessment committees and rent officers.
5. Any claim relating to someone legally taking **your building** from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your building** by any government, public or local authority unless the claim is for accidental physical damage caused by any of the above.
6. Any claim relating to subsidence, mining or quarrying.
7. **Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident enquiry.
8. Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority, other than compensation awards covered under Optional insured incident 5. Legal defence.
9. A dispute with **us** not otherwise dealt with under section condition 8.
10. Legal action an **insured person** takes which **we** or the **appointed representative** have not agreed to or where the **insured person** does anything that hinders **us** or the **appointed representative**.
11. Any insured incident deliberately or intentionally caused by an **insured person**.
12. Any claim relating to written or verbal remarks that damage the **insured person's** reputation.
13. Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

14. Any claim where an **insured person** is not represented by a law firm, barrister or tax expert.
15. Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
16. Any claim relating to rights under a franchise or agency agreement entered into by **you**.
17. Any claim relating to a shareholding or partnership share in the **business**.
18. Any claim where either at the start of or during the course of a claim:
  - a) **you** are declared bankrupt
  - b) **you** have filed a bankruptcy petition
  - c) **you** have filed a winding-up petition
  - d) **you** have made an arrangement with your creditors
  - e) **you** have entered into a deed of arrangement
  - f) **you** are in liquidation
  - g) part or all of **your** affairs or property are in the care or control of a receiver or administrator.
19. Any claim caused by, contributed to by or arising from:
  - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
  - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
  - c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined by the Terrorism Act 2000;
  - d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

## Section conditions

The following conditions apply to the whole of Section six: Legal expenses of **your** insurance:

1. (a) On receiving a claim, if representation is necessary, **we** will appoint a **preferred law firm** or **tax consultancy** as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
  - (b) If the appointed **preferred law firm** or **tax consultancy** cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm or tax expert to act as the **appointed representative**. **We** will choose the **appointed representative** to represent **you** in any proceedings where **we** are liable to pay a compensation award.
  - (c) If you choose a law firm as **your appointed representative** who is not a **preferred law firm** or **tax consultancy**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm** or **tax consultancy**. However if they refuse to act on this basis, the most **we** will pay is the amount we would have been paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
  - (d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.
2. An **insured person** must:
  - (a) co-operate fully with **us** and the **appointed representative**;
  - (b) give the **appointed representative** any instructions that **we** ask **you** to.
3. (a) An **insured person** must tell **us** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **our** written consent.
  - (b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
  - (c) **We** may decide to pay an **insured person** the reasonable value of the claim that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an **insured person** must allow **us** to take over and pursue or settle a claim in their name. An **insured person** must allow **us** to pursue at **our** own expense and for their benefit, any claim for compensation against any other person and an **insured person** must give **us** all the information and help **we** need to do so.
1. (a) An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this.
  - (b) An **insured person** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay to **us** any amounts that are recovered.
5. If the **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses the **appointed representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed representative**.

6. (a) If an **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim any **costs and expenses** already paid by **us**.
- (b) If during the course of a claim **reasonable prospects** no longer exist the cover **we** provide will end at once.

**We** will pay any **costs and expenses we** have agreed to, up to the date cover was withdrawn.

7. **We** may require **you** to get, at **your** own expense, an opinion from an expert, that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.
8. If there is a disagreement between an **insured person** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure the **insured person** can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)).

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by the **insured person** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the **insured person** and **us** or may be paid by either the **insured person** or **us**.

9. An **insured person** must:
  - (a) keep to the terms and conditions of this **policy**
  - (b) take reasonable steps to avoid and prevent claims
  - (c) take reasonable steps to avoid incurring unnecessary costs
  - (d) send everything **we** ask for in writing, and
  - (e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.
10. **We** will, at **our** discretion, void this section of the **policy** (make it invalid) from the date of claim, or alleged claim and/ or **we** will not pay the claim if:
  - (a) a claim the **insured person** has made to obtain benefit under this section of the **policy** is fraudulent or intentionally exaggerated, or
  - (b) a false declaration or statement is made in support of a claim.

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

11. Apart from **us**, **you** are the only person who may enforce all or any part of this section of the policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.
12. If any claim covered under this section of the **policy** is also covered by another policy, or would have been covered if this section of the **policy** did not exist, **we** will only pay our share of the claim even if the other insurer refuses the claim.
13. This section of the **policy** is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **your business** is registered. Otherwise the law of England and Wales applies. All Acts of Parliament mentioned in this **policy** include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.