

Office

Policy booklet



Underwritten by Covea Insurance plc



Welcome to Policyfast

Thank **you** for choosing Policyfast.

This is **your** policy. It sets out the details of **your** insurance contract with Covéa Insurance. **Your** premium and the other terms of **your** policy have been calculated upon the information shown in the policy **schedule** and recorded in:

- any application for the insurance completed by **you** or on **your** behalf (proposal form, Statement of Fact or electronic application);
- any written information supplied by **you** supplementary to the application for the insurance
- any declaration in connection with the above.

Please read the policy and **schedule** carefully to ensure that the cover meets **your** requirements. Please contact **your** insurance broker if **you** have any questions or if **you** wish to make any adjustments.

Introduction

Each section of this policy, the **schedule** and any endorsements, together with this Introduction and the Definitions, General Conditions and General Exclusions shall be read as one document.

Any word or expression given a specific meaning in:

- a) the **schedule**, and policy endorsements, or this Introduction and the Definitions, General Conditions and General Exclusions shall have the same meaning throughout the policy unless **we** state otherwise
- b) an individual section or any section endorsements shall only have the same meaning throughout such section or endorsement unless **we** state otherwise

Any such word or expression given a specific meaning shall be highlighted with bold text within the policy wording.

In return for **you** having paid or agreed to pay the premium for the **period of insurance**, **we** will indemnify **you**, subject to the terms contained in or endorsed on the policy, in respect of **damage, bodily injury** or liability or

pay other benefits which fall within the insured sections of this policy, provided that the **damage** or **bodily injury** or liability which gives rise to the claim occurs (or in the case of the Employer's Liability Section is caused) during the **period of insurance** and in connection with the **business**. The **schedule** shows the sections of the policy that are insured.

IMPORTANT

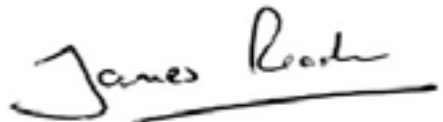
This policy is a legal contract.

You have a duty to make a fair presentation of the risk which is covered by this policy. Therefore **you** should ensure that any information **you** have provided to **us** and the content of any application form, declaration and / or Statement of Fact is accurate and complete.

Where **you** have provided **us** with information which relates to matters of **your** expectation or belief, it does not matter if such information turns out to be inaccurate provided that **you** acted in good faith when **you** provided **us** with such information. If **you** do not comply with **your** duty to make a fair presentation of the risk, **your** policy may not be valid or the policy may not cover **you** fully or at all.

You must also tell **us** about any facts or changes which affect **your** insurance and which have occurred either since the policy started or since the last renewal date.

If **you** are not sure whether certain facts are relevant please ask **your** insurance broker. If **you** do not tell **us** about relevant changes, **your** policy may not be valid or the policy may not cover **you** fully or at all.



James Reader
Chief Executive Officer
Covea Insurance plc
Registered in England and Wales No. 613259
Registered Office: Norman Place, Reading RG1 8DA.



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DAS Helplines

You can contact DAS's UK based call centres 24 hours a day, seven days a week. However DAS may need to arrange to call you back depending on the enquiry. The legal advice service is provided by DAS Law Limited and/ or a **preferred law firm** on behalf of DAS Legal Expenses Insurance Company Limited.

To help DAS check and improve service standards, all inbound and outbound calls (other than those to the Counselling Helpline) may be recorded.

Eurolaw Legal Advice Service

This will give **you** confidential legal advice over the 'phone on any commercial legal problem affecting **your business**, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

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

The legal advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in

respect of very specialist matters, DAS will refer the matter to one of their specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

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

Tax Advice Service

This will give **you** confidential advice over the 'phone on any tax matters affecting **your business**, under the laws of the United Kingdom. Tax advice is provided by tax advisors 9am - 5pm Monday to Friday, excluding public and bank holidays. If calls are made outside these times, DAS will call **you** back.

To contact the above services, 'phone 0117 934 0192 quoting your policy number.

Business Assistance

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

To contact the above services, 'phone 0117 934 0192 quoting your policy number.

Counselling

This will provide all **your employees** (including any members of their immediate family who permanently live with them) with a confidential counselling service over the 'phone including, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by DAS. The counselling service helpline is open 24 hours a day, seven days a week.

To contact the Counselling Helpline, 'phone 0330 134 8165. These calls are not recorded. DAS will not accept responsibility if the Helpline Services fail for reasons they cannot control.

Please do not 'phone these numbers to report a general insurance claim.

Employment Manual

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit

www.das.co.uk and select Employment Manual. All the sections of this web-based document can be printed off for your own use. Contact DAS at employmentmanual@das.co.uk with **your** email address, quoting **your** policy number and they will contact you by email to inform you of future updates to the information.

DAS Business Law

Using www.dasbusinesslaw.co.uk **you** can create ready-to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by **you** using smart document builders. **You** can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts. The service also provides useful tools, articles and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help **you** keep **your** **business** one step ahead.

To access DASbusinesslaw, **you** will need to visit www.dasbusinesslaw.co.uk and register using the voucher code DAS472301.

Insert your policy number prefixed by "STER".

Glass Breakage Helpline

A 24 hour Helpline operated by Glassolutions Installations by utilising their nationwide fleet of mobile glaziers to provide a glass and frame replacement/repair service. Provided this is covered by **your** policy, the cost will be paid direct by **us**.

To contact Glassolutions phone them on 0333 003 3388.

Customer Service Information Insurers under the policy

Covea Insurance plc is the insurer under this policy except under the Legal Expenses Section, where the insurer is DAS Legal Expenses Insurance Company Limited.

Covea Insurance plc

Covea Insurance plc is registered in England and Wales under number 613259. It underwrites general insurance business. It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority

and the Prudential Regulation Authority. The Financial Conduct Authority and Prudential Regulation Authority are independent watchdogs that regulate financial services.

Our Financial Services Register number is 202277. **You** can check this on the Financial Services Register by visiting the Financial Conduct Authority website www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

Registered Office: Norman Place, Reading, Berkshire RG1 8DA

DAS Legal Expenses Insurance Company Limited

DAS Legal Expenses Insurance Company Limited is a private company limited by shares incorporated in England and Wales under registered number 103274. It underwrites legal expenses business.

DAS head and registered office is DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. It appears on the Financial Services Register under number 202106. **You** can check this on the Financial Services register by visiting the Financial Conduct Authority website www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

DAS Law Limited

DAS Law Limited is a private company limited by shares incorporated in England and Wales under registered number 5417859. It provides legal advice services on behalf of DAS.

DAS Law Limited head and registered office address is North Quay, Temple Back, Bristol BS1 6FL. It is authorised and regulated by the Solicitors Regulation Authority under registered number 423113.

Policyfast Limited

This policy is arranged for **you** by Policyfast Limited.

Its Registered Office is Unit 5, Vantage Park, Washingley Road, Huntingdon, Cambs. PE29 6SR. It is authorised and regulated by the Financial Conduct Authority. It appears on the Financial Services Register under number 448039. **You** can check this on the Financial

Services Register by visiting the Financial Conduct Authority website www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

Accessibility

We are able to provide, upon request, audio tapes, large print and Braille documentation. Please advise **us** if **you** require any of these services to be provided so that **we** can communicate in an appropriate manner. Alternatively, if **you** have hearing or speech difficulties and have access to a text telephone **you** can call any of **our** numbers using the text relay service operated by Action on Hearing Loss (formerly known as RNID).

Law applicable to the contract

We propose to choose English law as the law applicable to the contract unless **we** agree another choice of law with **you** prior to the start date.

Promise of satisfaction and service

We are confident that **your** Office Protection policy will bring **you** complete satisfaction.

If this policy does not meet **your** needs, **you** have the right to cancel it for a period of 14 days from the date **your** policy begins or from the date **you** receive this policy document if this happens later. If **you** cancel it in this period **you** will receive a full premium refund. If **you** have made a claim or an incident giving rise to a claim has occurred during this period, **you** must reimburse **us** for any claims payments **we** have made, or may be required to pay.

Please see the General Condition - Cancellation on page 9.

Confidentiality

We promise complete confidentiality and security in all matters relating to **your** insurance arrangements.

Financial Services Compensation Scheme

The insurers under this policy are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if the insurer cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Further information

about compensation scheme arrangements is available from the Financial Services Compensation Scheme.

Notification of a claim

If **you** have a claim (other than under the Legal Expenses section), or are aware of an incident that could result in a claim, please contact Policyfast Limited on 0800 3081 252 or Covea Insurance plc on 0330 134 8187.

To ensure **we** maintain a high quality service, **we** may monitor or record telephone calls.

From the moment **you** or **your** insurance broker call, **we** will take full responsibility for dealing with **your** claim. When **you** telephone please ensure **you** have **your** policy number and details of the claim to hand.

We will:

- confirm whether the event is insured
- if necessary, arrange for a loss adjuster to contact **you**
- give **you** advice on how **your** claim will be dealt with and any excess **you** may have to pay.

In most cases **you** will need to complete a claim form.

If **we** cannot settle immediately, **your** claim will be under the personal control of a nominated claims handler who will manage the whole claim and will act as **your** point of contact. **We** will give **you** regular progress reports and settle **your** claim as fairly and promptly as possible.

The claims procedure for Legal Expenses is set out within that sections of the policy on page 40.

Enquiries or complaints

If **you** have an enquiry or complaint regarding:

- the suitability of this policy for **your** needs; or
- the information and advice **you** received whilst it was originally being discussed; or
- the operation or administration of the policy; or an enquiry concerning a claim that **you** may have made **you** should contact your broker.

If **your** complaint relates to the cover under this policy or the way a claim is/has been handled (other than for Legal Expenses) **you** should contact **us**:

The Customer Services Manager,
Covea Insurance plc,
50 Kings Hill Avenue,
Kings Hill,
West Malling,
Kent
ME19 4JX
or telephone **us** on 0330 134 8194
or email **us** at information@coveainsurance.co.uk

A copy of Covéa Insurance's complaints handling procedure is available on request.

Please be ready to provide all relevant details of **your** policy and in particular **your** policy number (if allocated) to help **your** enquiry or complaint to be dealt with speedily.

You may have the right to refer it to the Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR;

telephone numbers

0800 023 4567 (calls to this number are normally free for people calling from a "fixed line" phone but charges may apply if **you** call from a mobile phone) 0300 123 9123 (calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs).

Website www.financial-ombudsman.org.uk

Following this procedure will not affect **your** legal rights.

Nothing in the terms and conditions of this policy will reduce **your** statutory rights relating to faulty or mis-described goods or services. For further information about **your** statutory rights, **you** should contact **your** local authority Trading Standards Department or Citizen's Advice Bureau. The complaints procedure for Legal Expenses is set out within that section of the policy on page 48.

How we use your information

The personal information, provided by **you**, is collected by or on behalf of Covéa Insurance and may be used by us, **our** employees, agents and service providers acting under **our** instruction for the purposes of insurance administration, underwriting, claims handling and for research, or statistical purposes.

We may also share **your** information with reinsurers and regulators, as required by law. From time to time **we** may need to undertake some of the processing of **your** data in countries outside of the European Economic Area, and in such cases **we** will ensure that there is an agreement in place which gives equivalent assurances as found in the Data Protection Act 1998.

We will not use **your** information or pass it on to any other person for the purposes of marketing further products or services to **you**. **We** will collect sensitive information when dealing with **your** policy; **we** will however only collect information that is relevant to **your** policy, its administration or claims handling.

Your personal information will be kept secure at all times.

Fraud Prevention and Detection

In order to prevent or detect fraud **we** will check **your** details with various fraud prevention agencies, who may record a search.

Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes. **We** may also conduct credit reference checks in certain circumstances. **You** can find out further details explaining how the information held by fraud prevention agencies may be used or in which circumstances **we** conduct credit reference checks and how these checks might affect **your** credit rating by contacting Covéa Insurance.

Disclosure of Other People's Personal Information

You should show this notice to anyone whose personal information **you** provide to us. **You** must ensure that any such information **you** supply relating to anyone else is accurate and that **you** have obtained their consent to the use of their data for the purposes set out above.

Your Rights

Under the Data Protection Act 1998 **you** have the right of access to the personal information held about **you** by us. **You** can exercise this right by contacting us. **We** will make a charge of **£10** for dealing with these requests. **You** have the

right to request that **we** correct any inaccuracies in the personal information **we** hold about **you**. Please contact **your** broker or Covéa Insurance if **your** personal information needs updating.

Consent

By providing **us** with information, **you** also provide **us** with **your** consent and that of any other person whose information **you** provide, to the personal information being used for the purposes set out above.

How to Contact Us

If **you** would like some more detailed information on how **we** share **your** personal information, please visit www.coveainsurance.co.uk/dataprotection.

If **you** have any concerns about **our** use of **your** information please write to

Customer Relations,
Covéa Insurance,
50 Kings Hill Avenue,
Kings Hill, West Malling,
Kent ME19 4JX.

Telephone: 0330 134 8194.

If **you** contact Covéa Insurance by telephone **your** call may be recorded for training and evidential purposes.

Employers Liability Tracing Office

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

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

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

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers

carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the "Claimants"):

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

The Database will be managed by the ELTO.

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

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

Definitions

In this policy;

Accidental Damage -

means damage caused by accidental and external means.

Act of Terrorism -

means an activity that;

- a) involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure, or a threat thereof, and
- b) appears to be intended to
 - i) intimidate or coerce a civilian population, or
 - ii) disrupt any segment of the economy of a government de jure or de facto, state or country, or
 - iii) overthrow, influence, or affect the conduct or policy of any government de jure or de facto by intimidation or coercion, or
 - iv) affect the conduct of a government de jure or de facto by mass destruction, assassination, kidnapping or hostage taking.

Alarmed Premises -

means the premises or those portions of the premises protected by the intruder alarm installation.

Asbestos -

means asbestos, asbestos fibres, any derivatives of asbestos and any product containing asbestos, asbestos fibres or any derivatives of asbestos.

Buildings -

means the buildings and outbuildings including landlord's contents, constructed as stated in accordance with details lodged with the company, and their foundations, extensions, annexes, gangways, conveniences, outbuildings and sub-stations; walls, fences and gates; piping, ducting, cable wires and associated control gear and accessories, fuel tanks, telephone, gas, water and electric meters, fibre optic or integrated services, digital network lines, on the premises or in the buildings and extending to the perimeter thereof or the public mains but only to the extent of the insured's legal responsibility therefore, yards, car-parks, pavements, pathways and roadways; sanitary ware, fixed glass other than such glass and its framework in display windows and shop doors, fanlights, skylights and partitions for which the insured is legally responsible.

Business -

means the business as stated in the schedule.

Business Hours -

means the period during which the premises are open for business or otherwise occupied for the purposes of the business by the insured or any authorised employee.

Company -

means Covea Insurance plc.

Computers and Business Equipment -

means computing, fax, audio, television, video and photographic equipment used in connection with the business, as shown in the schedule under the short title of Computers and Business Equipment, being the property of the insured or for which the insured is legally responsible but excluding property more specifically insured.

Excess -

means the amount for which the insured will be responsible and which will be deducted from each and every claim.

Employee -

means any person under a contract of service or apprenticeship with the insured or supplied to or hired to or borrowed by the insured including any person under a Government or otherwise authorised work experience, training, study, exchange or similar scheme, whilst engaged in work in connection with the business.

Fixtures and Fittings -

means office fixtures, fittings, furniture, blinds and all other office contents used in connection with the business, as shown in the schedule under the short title of Fixtures and Fittings, being the property of the insured or for which the insured is legally responsible but excluding property more specifically insured, money, computers and business equipment, glass other than that insured by Sub-section 1B Glass, target stock, stock, personal effects, tenant's improvements and landlord's contents.

Intruder Alarm Installation -

means the component parts of the alarm including the means of communication used to transmit signals.

Keyholder -

means the insured or any person or keyholding company authorised by the insured who is available at all times to accept notification of faults or alarm signals relating to the intruder alarm installation and attend and allow access to the premises.

Keys -

means devices, implements or instruments designed and intended to operate locking mechanisms.

Landlord's Contents -

means sanitary fittings, air conditioning and central heating systems and additional fixtures and fittings which form part of the permanent structure of the building.

Money -

means current currency, crossed and uncrossed bankers drafts, national giro drafts and payment orders, postal and money orders, dividend warrants and cheques other than pre-signed blank cheques, travellers cheques, national savings stamps and certificates, bus and rail travel cards and passes, telephone cards, current postage stamps and unused postal franking machine units, luncheon vouchers, gift tokens, trading stamps, national insurance stamps and stamped or impressed national insurance cards, holiday with pay stamps, premium bonds, VAT purchase invoices, credit card cheque card and debit card sales vouchers, savings stamps, consumer redemption vouchers and National Lottery Instant's and other scratch cards, all pertaining to the business and belonging to the insured or for which the insured is legally responsible.

Period of Insurance -

means the period stated in the schedule or any other period for which the company has agreed to accept and for which the insured has paid or agreed to pay a premium.

Personal Effects -

means personal effects, clothing, tools and pedal cycles not otherwise insured belonging to directors, partners, employees, customers and visitors, as shown in the schedule under the short title of Personal Effects.

phishing -

access or attempted access to data or information by means of misrepresentation or deception

Pollution or Contamination -

means pollution, contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease (including but not limited to foot and mouth disease), adulteration, impurification or limitation or prevention of the use of objects because of hazards to health.

Premises -

means that part of the buildings, situated at the risk address or locations stated in the schedule, occupied by the insured for the purposes of the business.

Responsible Person -

means the insured or any person authorised by the insured to be responsible for the security of the premises.

Target Stock -

means stock and trade samples comprising tobacco, cigarettes, cigars, wines, spirits, jewellery, watches, drugs, precious metals and stones, alloys, non-ferrous metals, computer games and discs, compact discs, cassettes, audio, television, video and photographic equipment, computer hardware software and ancillary equipment and clothing, all pertaining to the business, as shown in the schedule under the short title of Target Stock, being the property of the insured or held by the insured in trust or on commission for which the insured is legally responsible but excluding property more specifically insured.

Stock -

means stock and trade samples all pertaining to the business, as shown in the schedule under the short title of Stock, being the property of the insured or held by the insured in trust or on commission for which the insured is legally responsible but excluding property more specifically insured and Target Stock.

Tenant's Improvements -

means tenant's improvements, alterations and decorations, as shown in the schedule under the short title of Tenant's Improvements but excluding glass other than that insured by Sub-section 1B Glass.

Territorial Limits -

means Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and in transit between these territories.

The Insured -

means the person, persons or company named in the schedule.

Unattended Vehicle -

means any vehicle left without the insured or any employee or a responsible adult remaining therein.

Unoccupied -

means empty, vacant, unattended or no longer in use for a period of 30 consecutive days or longer.

**General Conditions
Applicable to all sections
Cancellation**

You may cancel this policy by giving written instructions to **us** at
Covea Insurance plc,
50 Kings Hill Avenue, Kings Hill,
West Malling, ME19 4JX.

You may cancel this policy within 14 days from the date it begins or from the date **you** receive the policy document and **schedule**, whichever is the latter, returning the policy document and **schedule** to **us** at the above address.

You will receive a refund for the exact number of days left on the policy plus the prevailing rate of Insurance Premium Tax as stated on **your** policy **schedule** but if there has been an incident which has resulted or could have resulted in a claim, **you** must reimburse **us** for any amounts **we** have paid or may be required to pay, in respect of the incident.

In the event of cancellation by **you** after the 14 day period described above or cancellation by **us** at any time, **we** will refund a pro rata proportion of the premium paid in respect of the unexpired term of this policy unless a claim or an incident likely to give rise to a claim has occurred during the current **period of insurance**.

If **you** are paying by monthly instalments **we**:

- a) will stop applying for **your** monthly premium
- b) may exercise **our** right to collect the balance of any outstanding premium in the event of a claim.

If **you** have agreed to pay the premiums by instalments and any one instalment still remains unpaid 14 days after it was due **we** reserve the right to cancel **your** policy with effect from the date upon which the unpaid instalment was due. In that event **we** will send **you** written notice of cancellation by recorded delivery letter.

We, or any agent appointed by **us**, and acting with **our** authority have the right to cancel **your** policy, where there is a valid reason for doing so.

We will give **you** fourteen days notice of cancellation in writing, by recorded delivery, to the latest address **we** have for **you** and will set out **our** reason for cancellation in **our** letter.

Valid reasons may include but are not limited to:

- a) not
 - i. paying a premium when it is due
 - ii co-operating with **us**, or sending **us** information or documentation that materially affects **our** ability to process the policy or **our** ability to defend **our** interests
 - iii. taking all reasonable precautions to prevent or minimise **damage, bodily injury** or liability as required by General Condition of Reasonable Care of this policy
- and failing to put this right when **we** ask **you** to by sending **you** seven days written notice to **your** last known address.
- b) use of threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers.

If **we** cancel **your** policy, **we** will refund the premium for the exact number of days left on the policy plus the prevailing rate of Insurance Premium Tax as stated on **your** policy **schedule**. If a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **period of insurance**, **we** will not refund any part of the premium.

If **you** have a Loan Agreement with Covéa Insurance to pay for **your** insurance, outstanding monies may be owed when **your** policy is cancelled. They must be paid to Covéa Insurance as described in **your** Loan Agreement.

Change in risk

You or **your** insurance broker must tell **us** immediately if during the **period of insurance** there is any alteration in risk or to the facts which **you** disclosed when **you** took out this policy, which materially affects the risk of **damage, bodily injury** or liability which would fall within the policy cover. This includes but is not limited to alterations to the **business** or the **premises**.

When **you** tell **us** about an alteration in risk, **we** may apply additional terms and conditions to this policy (including but not limited to premium) or, if the risk is unacceptable to **us**, **we** may cancel the policy in accordance with General Condition of Cancellation.

This policy shall be avoided if:

- a) **your** interest ceases other than by death

b) the **business** be wound up or carried on by a liquidator or receiver or permanently discontinued

at any time after the commencement of this insurance unless **we** have accepted the change. Nothing contained in this policy shall give any right against **us** to any person other than **you** except to a transferee approved by **us**.

Claims

It is a condition precedent to **our** liability that in the event of a claim or possible claim **you** must

- advise the Police as soon as reasonably possible if there has been a theft, attempted theft, riot **damage**, vandalism or any malicious act or if any **property insured** has been lost outside the **premises**
- advise **us** as soon as reasonably possible
- not admit or repudiate liability without **our** written consent
- inform **us** immediately of any claim being made, or of any impending prosecution, inquest or fatal accident inquiry. All documentation relating to any accident, claim, prosecution or court proceedings must be sent to **us** immediately, unacknowledged
- provide at **your** own expense all details and evidence **we** may reasonably require.
- take all reasonable steps to mitigate the extent of any **damage**.

Contracts (Rights of Third Parties) Act 1999

No person, persons, company or other party who is not named as the Insured in this policy will have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this policy against **us**. This will not affect any right or remedy of a third party that exists or is available apart from that Act.

Death of the Insured

In the event of **your** death **we** will, in respect of liability or loss incurred by **you**, indemnify **your** personal representatives in the terms of and subject to the limitations of this policy, provided that such personal representatives shall, as though they were **you**, observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply.

Excess clause

Where stated in the **schedule you** will be responsible for paying an **excess** in relation to each and every claim made by **you** under this policy.

If a claim is made for **damage** under more than one section resulting from the same cause and at the same time, **you** will only pay one **excess** and if different **excesses** apply, **you** will pay the higher amount.

Fair Presentation of the Risk

You must make a fair presentation of the risk when **you** first take out this policy and also whenever **you** renew it or ask **us** to change **your** cover.

If **you** fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact or disclosing material facts to **us** in a way which is not clear and accessible **we** may avoid this policy and refuse all claims where:

- a) such failure was deliberate or reckless; or
- b) **we** would not have entered into this policy on any terms had **you** made a fair presentation of the risk.

Should **we** avoid this policy **we**:

- a) shall treat the policy as if it had not existed from the start date, the renewal date, or the date when **you** asked **us** to change **your** cover, depending on when the failure to make a fair presentation of the risk occurred
- b) shall return the premium paid for the period for which the policy is treated as not having existed unless the failure to make a fair presentation of the risk was deliberate or reckless
- c) may deduct from any return of premium due to **you** any monies already paid in respect of claims falling within the period for which the policy is treated as not having existed or require **you** to repay such claims.

Provided that any failure to make a fair presentation of the risk is not deliberate or reckless, if **we** would have entered into or renewed this policy, or agreed to make changes to **your** cover on different terms had **you** made a fair presentation of the risk, **we** may:

- i. proportionately reduce the amount payable in respect of a claim; and/or
- ii. treat the policy as if it contained such

different terms (other than relating to the premium) that **we** would have applied to the policy had **you** made a fair presentation of the risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the policy started, was renewed or when changes were made to **your** cover, depending on when **you** failed to make a fair presentation of the risk.

Where **we** elect to proportionately reduce the amount payable in respect of a claim **we** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **you** actually paid with the premium which **we** would have charged had **you** made a fair presentation of the risk. For example, if the premium which **you** actually paid is 70% of the premium **we** would have charged, **we** will only pay 70% of any claim.

Where this policy provides benefits to individuals who would, if they had taken out similar insurance in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession, **we** will not rely on this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to that particular individual, unless the individual (or **you** on their behalf) makes a careless misrepresentation, in which case **we** may rely on this condition as against that particular individual as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

Fraud

For the purposes of this Condition the definition of '**you / your**' will also include any person who is entitled to benefit from the policy to the extent that a claim is made by or on their behalf.

If **you** or anyone acting on **your** behalf makes a claim which is in any way fraudulent **we**:

- a) will not pay the claim;
- b) may recover from **you** any sums already paid by **us** in respect of the claim; and
- c) may notify **you** that **we** are treating this policy as having terminated with effect from the time of the fraudulent act.

If **we** do treat this policy as having been terminated, **you** will have no cover under this policy from the date of termination and will not be entitled to any refund of premium.

Where a fraudulent claim is made by or on behalf of a person who is not named as the Insured in the **schedule**, this condition applies only to that person's claim and references to 'this policy' should be read as if they were references to the cover for that person alone and not to the policy as a whole.

Fraudulent claims include but are not limited to:

- a) making a claim which is fraudulent, fictitious or known to be false
- b) intentionally exaggerating or inflating a claim
- c) supporting a claim with false or forged documents, information or statements
- d) wilfully causing **damage** or injury

Law applicable

Under United Kingdom law the parties to the contract have the right to choose the law which should apply. In the absence of any agreement to the contrary, English law will apply.

Other insurance

We will not pay for any **damage**, legal liability or other event giving rise to a claim covered under this policy if **you** are entitled to be paid by any other insurance which covers the same **damage**, legal liability or other event.

Other interests (to be declared)

The financial interest of any mortgagee(s), freeholder(s), leaseholder(s) or other party having a similar financial interest, as declared to **us**, is deemed to be noted in the insurance provided under the relevant section of this policy.

Reasonable care

It is a condition precedent to **our** liability that **you** must at all times

- take all reasonable precautions to prevent **damage**, accident or **bodily injury**
- keep the **premises**, **buildings** and other maintainable property which is insured by this policy in a satisfactory state of repair
- comply with all relevant statutory requirements and other regulations imposed by any authority and manufacturers' recommendations all relating to the use

inspection and safety of property and the safety of persons

- as soon as possible after discovery, cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be effected as the circumstances may require
- exercise due care in the selection and supervision of **employees**.

Reinstatement of sum insured

We will in the event of **damage** under this policy, automatically reinstate the sum insured unless there is written notice by us to the contrary, provided that

- **you** undertake to pay the appropriate additional premium
- **you** immediately implement any recommendations **we** make to prevent further **damage** and effect all repair or replacement work without delay.

Rights

We are entitled to enter any building where **damage** to property insured by this policy has occurred and to take possession of and deal with any salvage in a reasonable manner. No property may be abandoned to **us**.

Security

It is a condition precedent to **our** liability for any claim resulting from fire, theft or malicious damage, that **you** must at all times ensure that

- security devices are put into full and effective operation whenever the **premises** are closed for **business** or left unattended
- keys and all details of any codes or combinations relating to any part of the **intruder alarm installation** and any safe or strongroom are removed from the **premises** whenever the **premises** are closed for **business** or left unattended
- fire break doors and shutters in the **buildings** are maintained in efficient working order and that the openings protected by such doors and shutters are kept clear of obstruction at all times and that all such doors and shutters other than those fitted with fusible links are kept closed except during **business hours**
- alterations or additions to or changes in or removal of security devices are advised to **us** immediately in writing.

Subjectivity

We will clearly state in the **schedule** if the cover provided by this policy is subject to **you**

- providing **us** with any additional information requested by a required date(s)
- completing any actions agreed between **you** and **us** by a required date(s)
- allowing **us** to complete any actions agreed between **you** and **us**.

If required by **us**, **you** must allow **us** access to the **premises** and/or the **business** to carry out a survey(s) within 60 days of the inception or renewal date unless **we** agree otherwise in writing.

Upon completion of these requirements (or if they are not completed by the required date(s) **we** may, at **our** option

- modify **your** premium
- issue a mid-term amendment to **your** policy or section terms and conditions
- require **you** to make alterations to the insured **premises** by the required date(s)
- exercise **our** right to cancel the policy
- leave the policy or section terms and conditions and the premium unaltered.

We will contact **you** with **our** decision and where applicable specify the date(s) by which any action(s) agreed needs to be completed by **you** and/or any decision by **us** will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until **we** agree otherwise in writing. If **you** disagree with **our** requirements and/or decisions **we** will consider **your** comments and where **we** consider appropriate will continue to negotiate with **you** to resolve the matter to **your** and **our** satisfaction.

In the event that the matter cannot be resolved

- **you** have the right to cancel this policy from a date agreed by **you** and **us** and provided no claims have been made **we** will refund a proportionate part of the premium paid for the unexpired period of cover
- **we** may at **our** option exercise **our** right under the General Condition of Cancellation of this policy.

Except where stated, all other policy and section terms and conditions will continue to apply.

This condition does not affect **our** right to void the policy if **we** discover information material to **our** acceptance of the risk.

Subrogation

We may take over and deal with, in **your** name, the defence or settlement of any claim. **We** will pay any costs and expenses involved.

We may also start proceedings in **your** name to recover, for **our** benefit, the amount of any payment **we** have made or are likely to make under this policy.

Terms Not Relevant to a Loss

If payment of a claim is conditional upon compliance with any term of this policy **we** will not pay for any claim where the term has not been complied with except where the term concerned:

- a) is operative only in connection with particular premises or locations;
- b) is operative only at particular times; or
- c) is intended to reduce the risk of particular types of **damage, bodily injury** or liability and where **you** can prove that non-compliance with the term could not have increased the risk of the **damage, bodily injury** or liability which occurred.

Underinsurance

If at the time of any **damage**, the sum insured is less than the actual reinstatement cost of the **property insured** including any additional costs for removal of debris and architects' and surveyors' fees where applicable, **you** will be considered as being your own insurer for the difference and will bear a proportionate share of the loss.

General Exclusions

the company will not be liable for;

1. Loss, destruction or damage to property or any cost or expense, consequential loss or bodily injury directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any **nuclear installation**, reactor or other nuclear assembly or nuclear component the roof
 - c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - d) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
 - e) an act of terrorism or any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way relating to an act of terrorism (other than in respect of bodily injury to an employee arising out of and in the course of employment in the business). If the company alleges that by reason of this subparagraph any loss, destruction, damage, cost, expense, consequential loss or bodily injury is not covered by this policy the burden of proving the contrary shall be upon the insured
 - f) Pressure waves caused by aircraft or other aerospace devices travelling at sonic or supersonic speeds
 - g) Confiscation, nationalisation or requisition by order of any government or public, municipal, local or customs authority
 - h) erasure, loss, distortion or corruption of information on, or reduction in the functionality, availability or operation of any computer system, or any hardware, program, software, data, information repository, disk, microchip, integrated circuit

or similar device in computer equipment or non-computer equipment, whether the property of the insured or not, caused by the malicious introduction or incursion of any unauthorised, unintended, undesired or unexpected program, instruction or command or any other computer or electronic virus.

2. a) loss, destruction or damage to property caused by pollution or contamination except (unless otherwise excluded) loss, destruction or damage to the property insured caused by;

- i) pollution or contamination which itself results from a contingency hereby insured against (other than by leakage of oil or by accidental damage to underground service pipes or cables) which comprises a sudden, identifiable, unintended and unexpected event and occurs in its entirety at a specific time and place during the period of insurance
- ii) any contingency hereby insured against (other than by leakage of oil or by accidental damage to underground service pipes or cables) which itself results from pollution or contamination.

b) loss under Section 2 - Business Interruption of this policy resulting from pollution or contamination but this will not exclude loss resulting from damage at the premises to property used by the insured for the purpose of the business (unless otherwise excluded) caused by;

- i) pollution or contamination at the premises which itself results from a contingency hereby insured against (other than by leakage of oil or by accidental damage to underground service pipes or cables) which comprises a sudden, identifiable, unintended and unexpected event and occurs in its entirety at a specific time and place during the period of insurance
- ii) any contingency hereby insured against (other than by leakage of oil or by accidental damage to underground service pipes or cables) which itself results from pollution or contamination.

3. Loss, destruction or damage;

- a) to property undergoing any process involving the application of heat
 - b) to any electrical machine or apparatus or component thereof occasioned by its over-running, excessive pressure, short-circuiting or self-heating not resulting in fire
 - c) arising from theft or attempted theft where the insured or any director, partner or employee of the insured or any member of the insured's family or household be concerned as principal or accessory
 - d) due to theft or attempted theft, malicious damage, leakage of water following bursting or overflowing of water pipes, water apparatus or water tanks or from any automatic sprinkler installation, leakage of oil or breakage of glass and sanitary ware;
 - i) during any period where the business has ceased to trade whether the premises are unfurnished or otherwise
 - ii) whilst the buildings are unfurnished or untenanted.
 - e) due to disappearance, unexplained loss, inventory shortage, misfiling or misplacing of information.
4. Loss, destruction or damage or any expense or consequential loss happening in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of loss, destruction or damage or any expense or consequential loss by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons;
- a) loss destruction or damage
 - b) consequential loss, additional expenditure or extra expenses
 - c) legal liability
 - d) other fees, costs, disbursements, awards or other expenses of whatsoever nature directly or indirectly caused by or consisting of or contributed to by or arising from the failure in whole or in part of;
 - i) any computer
 - ii) any data processing equipment or media, microchip, integrated circuit or similar device
 - iii) any computer software whether the property of the insured or not and

whether occurring before, during or after the year 2000 to achieve all or any of the purposes and effects intended by the use of any number and/or word to denote a date, including the failure to;

- i) correctly recognise any date as its true calendar date
- ii) recognise, capture, save, retain or restore and/or correctly manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than its true calendar date
- iii) recognise, capture, save, retain, restore and/or correctly manipulate, interpret, calculate or process any data or information as the result of the operation of any command which has been programmed into any computer software or hardware being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore and/or correctly manipulate, interpret, calculate or process any data on or after any date;

but in respect of all sections other than Section 4 - Employers' Liability or Section 5 - Public Liability this shall not exclude subsequent loss, destruction or damage to property specifically insured by any item, section or endorsement of this policy, or any expense or any consequential loss additional expenditure or extra expense (not otherwise excluded) which itself results from the following contingencies or perils;

Fire, lightning, explosion, aircraft and other aerospace devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, subterranean fire, impact by any mechanically propelled vehicle or by goods falling therefrom or by animals, theft or any attempt thereat, storm, flood, or escape of water or oil from any pipe tank or apparatus.

Section 1 - Property Damage Cover

The company will indemnify the insured in respect of damage occurring within the territorial limits to the property insured described in the schedule or any part of such property caused by or resulting from a cause not otherwise excluded.

Limits of Liability

The company's liability in respect of any one occurrence will not exceed the sum insured against each item in the schedule nor in all the aggregation of the sums insured by this section.

Inflation Protection

The sums insured in the schedule which are declared to be subject to this inflation protection clause are index linked and will be adjusted each month in line with the percentage change in the following indices;

- a) Buildings sum insured - the General Building Cost Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or suitable alternative index selected by the company
- b) Other sums insured - the Producer Price Index issued by the Department of Trade and Industry or suitable alternative index selected by the company.

Provided that any adjustment made to the sum insured will be based on the latest figures available to the company and at each renewal the premium will be calculated on the adjusted sum insured then in force.

Protection after Loss

Subject to the provisions of the above inflation protection clause the sums insured in respect of any buildings or other property insured hereby, which sustain damage will continue to be index linked following such damage while the property is being reinstated, provided that the insured takes all reasonable steps to ensure that the reinstatement is carried out without undue delay.

Basis of Claims Settlement

Following damage insured by this section and subject to the adequacy of the sums insured and to the limits of liability the company will pay in respect of;

- a) stock and target stock - the cost price of replacing the goods at the time of the damage
- b) deeds, documents and business books - their value as stationery only together with the cost of clerical labour expended in writing up and not for the value to the insured of the information contained therein
- c) computer systems records - the value of the materials only together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expense in connection with the production of information to be recorded therein) and not for the value to the insured of the information contained therein, for an amount not exceeding £10,000
- d) patterns, models, moulds, plans and designs - the value of the materials only together with the cost of labour expended in reinstatement of such property
- e) directors', partners', employees', customers' and visitors' personal effects not otherwise insured - the cost of repair or replacement at the time of the damage after due allowance for wear, tear or depreciation, for an amount not exceeding £250 any one person
- f) rent - the loss of rent payable by the insured for the term stated in the schedule during the period necessary for reinstatement or repair as a result of the buildings or any part thereof being rendered uninhabitable due to damage provided that the company's liability for such loss of rent will not exceed such proportion of the sum insured on rent as the period necessary for reinstatement or repair bears to the term of rent insured
- g) all other property including buildings - the cost of repairing or reinstating the property equal to its condition when new.

Provided that;

- i) this is carried out without delay and in the most economical manner
- ii) when property is partially lost, destroyed or damaged the company's liability shall not exceed the estimated reinstatement cost which would have been payable had it been

- wholly lost or destroyed
- iii) until reinstatement has been carried out no payment shall be made beyond the amount which would be payable if an allowance were made for wear, tear or depreciation
- iv) for the purposes of this sub-paragraph General Condition 18 Underinsurance shall be deemed to read – whenever a sum insured is declared to be subject to this underinsurance condition, if at the time of repair or reinstatement the amount representing the cost which would have been incurred in repair or reinstatement if the whole of the property insured by any item insured hereby had been lost or destroyed exceeds the sum insured by such item at the commencement of the damage then the insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss
- v) where for any reason no payment is to be made on the basis of repair or reinstatement as new (liability being otherwise admitted) then the liability of the company will be arrived at as if this basis of claims settlement had not been incorporated herein and subparagraph g) shall then be deemed to read - all other property including buildings - in the case of buildings, the value of the buildings at the time of the damage or the amount of such damage as the case may be, after due allowance for wear, tear or depreciation or at its option replace, reinstate or repair the lost, destroyed or damaged property and in the case of all other property, the cost of repair or replacement at the time of the damage after due allowance for wear, tear or depreciation.

Additional Clauses

1. Architects' and Surveyors' Fees

Within the overall limit of the sum insured on buildings and other property except stock and target stock, the company will pay the cost of architects', surveyors', consulting engineers' legal and other fees necessarily and reasonably incurred in the reinstatement or repair of the property following damage but excluding fees charged for the preparation of any claim.

2. Capital Additions

The insurance by this section extends to include;

- a) newly acquired and/or newly erected machinery and plant and buildings anywhere within Great Britain, Isle of Man or Channel Islands in so far as such property is not otherwise insured
- b) alterations, additions and improvements to existing machinery and plant and buildings at the premises but excluding any appreciation in value of such property during the period of insurance.

Provided that;

- i) at any one situation or premises the liability of the company shall not exceed 25% of the relevant sum insured on such property stated in the schedule or £250,000 whichever is the lesser
- ii) The insured shall notify the company of such capital additions as soon as possible and pay the appropriate additional premium that may be required to provide retrospective cover from the commencement date of the insured's liability for such property
- iii) following such notification the provisions of this clause are fully reinstated.

3. Contracting Purchaser

If at the time of damage to the buildings the insured shall have contracted to sell his interest in such buildings and the purchase shall not have been but shall be thereafter completed, the purchaser on the completion of the purchase if and so far as the buildings are not otherwise insured by or on behalf of the purchaser against such damage shall be

entitled to the benefit of this policy so far as it relates to such damage without prejudice to the rights and liabilities of the insured or the company under this policy up to the date of completion.

4. Debris Removal Costs

- a) The insurance by each item insuring buildings and other property and the sums insured in respect thereof extends to include costs and expenses necessarily incurred by the insured with the consent of the company in;
 - i) removing debris
 - ii) dismantling or demolishing
 - iii) shoring up or propping of the portion or portions of such insured property which has been subject to damage but excluding any such costs or expenses incurred in respect of any item insuring stock or target stock
- b) Where stock or target stock is insured the insurance by this section extends to include costs and expenses necessarily incurred by the insured with the consent of the company in removing debris of the portion or portions of such insured property which has suffered damage but the company's liability in respect of damage to stock or specified stock shall not be increased above the respective sum insured by the operation of this extension.

Provided that the company will not be liable under this clause for any such costs or expenses;

- a) incurred in removing debris except from the site of such insured property which has suffered damage and from the area immediately adjacent to such site
- b) arising from pollution or contamination of property not insured by this section.

5. Exhibitions

This section extends to include damage caused to property insured whilst within the premises of any trade show or exhibition within Europe at which the insured is participating as an exhibitor, including whilst in transit thereto and therefrom but excluding theft or attempted theft of the property insured from any unattended vehicle. The

company's liability will not exceed £10,000 in any one period of insurance.

6. Extensions

Except where specifically insured the buildings and contents of;

- a) outbuildings, annexes, tanks, bunds, gangways and conveniences
- b) extensions adjoining or communicating with main buildings described herein

are deemed to be insured under the respective item applying to the main buildings.

7. External CCTV Equipment and Security Lighting

This section extends to include damage to external CCTV equipment and security lighting at the premises for which the insured is legally responsible provided that such property is located and fixed in an inaccessible position. The company's liability will not exceed £2,500 in any one period of insurance.

Additional Clauses

8. Extinguishment Expenses

This section extends to include the cost of refilling fire extinguishing equipment used solely as a consequence of damage. The company's liability will not exceed £10,000 in any one period of insurance.

9. Interested Parties

Any act or omission by the leaseholder, lessee, mortgagor or the insured or by any tenant occupying or using the buildings which increases the possibility of loss, destruction or damage shall not prejudice the insured interest of the freeholder, lessor or mortgagee.

Provided that;

- a) such act or omission is entirely without the authority of and is unknown to or beyond the control of the freeholder, lessor or mortgagee
- b) immediately the freeholder, lessor or mortgagee shall become aware of any such act or omission they shall give immediate written notice thereof to the company and pay an additional premium if required.

10. Landscapes

This section extends to include costs and

expenses incurred by the insured with the consent of the company in repairing or reinstating damage to the landscaped gardens and grounds, at the premises, caused by fire brigade equipment and personnel in the course of combating fire or any other insured event. Provided that the insured is legally responsible for the repair or reinstatement of such damage. The company's liability will not exceed £10,000 in any one period of insurance.

11. Loss of Metered Gas

This section extends to include the cost of loss of metered gas for which the insured is legally responsible arising from damage at the premises. The company's liability will not exceed £10,000 in any one period of insurance.

12. Loss of Metered Water

This section extends to include the cost of loss of metered water for which the insured is legally responsible arising from damage at the premises. The company's liability will not exceed £10,000 in any one period of insurance.

13. Non-Invalidation

The insurance by this section, other than in respect of damage by theft or any attempt thereat, shall not be invalidated by any act or omission or by any alteration unknown to or beyond the control of the insured whereby the risk of damage is increased. Provided that immediately the insured shall become aware of any such act or omission or alteration they shall give immediate written notice thereof to the company and pay an additional premium if required.

14. Public Authorities Costs

Within the overall limit of the sum insured on buildings and other property except stock and target stock and following damage, the company will pay the additional cost of reinstatement necessarily and reasonably incurred solely to comply with European Community Legislation or building or other regulations under or framed in pursuance of any Act of Parliament or Bye-Laws of any

- Public Authority in respect of;
- a) the property insured which has suffered damage
 - b) undamaged portions thereof excluding:
 - i) any cost incurred in complying with such legislation or regulations;
 - i) in respect of damage occurring prior to the inception of this section
 - ii) under which notice has been served upon the insured prior to the occurrence of any damage hereby insured
 - iii) for which there is an existing requirement which has to be implemented within a given period
 - iv) in respect of property entirely undamaged
 - ii) the additional cost that would have been required to make good the property which has suffered damage to a condition equal to its condition when new had the necessity to comply with such legislation or regulations not arisen
 - iii) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with such legislation or regulations.

Provided that;

- 1) The work of reinstatement must be completed within 12 months of the date of the damage insured or within such additional time as the company may allow and may be carried out upon another site if such legislation or regulations so necessitate subject to the liability of the company not being increased
- 2) If the liability of the company under any item of this section apart from this clause shall be reduced by the application of any of the terms and conditions of the policy then the liability of the company under this clause in respect of such item shall be reduced in the same proportion
- 3) The total amount recoverable under any item insured by this section in respect of this clause shall not exceed;
 - i) 10% of the sum insured in respect of

- ii) damage to insured property in respect of undamaged portions of property (other than foundations) 10% of the total amount for which the company would have been liable had the property been wholly insured
- 4) the total amount recoverable under any item insured by this section shall not exceed its sum insured.

Additional Clauses

15. Sanitary Ware and Underground Service Pipes or Cables

This section extends to include the cost of reinstatement or repair following accidental damage to;

- a) fixed sanitary ware and fittings
- b) underground service pipes or cables extending from the public mains to the premises or the buildings.

Provided that the insured is legally responsible for the reinstatement or repair of such damage.

16. Subrogation Waiver

In the event of a claim arising under this section the company agrees to waive any rights remedies or relief to which it may become entitled by subrogation against;

- a) any company standing in the relation of Parent to Subsidiary or Subsidiary to Parent to the insured as defined in the Companies Act or Companies (N.I.) Order as appropriate current at the time of the damage
- b) any company which is a Subsidiary of a Parent Company of which the insured are themselves a Subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order as appropriate current at the time of the damage.

17. Temporary Removal

This section extends to include damage to the undernoted property insured (other than stock and target stock) whilst temporarily removed from the premises to any other premises anywhere within the territorial limits including transit by road, rail or inland waterway;

- a) computer system records for an amount not exceeding £1,000
- b) deeds and documents (including stamps thereon) manuscripts, plans and writing of every description and books (written and printed) for an amount not exceeding 10% of the value of such property

- c) other property (other than stock and target stock) for cleaning, renovation, repair or other similar purposes for an amount not exceeding 10% of the sum insured on the item after deducting the value of any building (other than fixtures and fittings) stock and target stock but excluding;
 - i) property more specifically insured
 - ii) motor vehicles and motor chassis licensed for normal road use
 - iii) property held by the insured in trust other than machinery and plant.

Provided that the company will not be liable for damage;

- a) to property in the open
- b) caused by theft unless involving forcible and violent entry to or exit from a building.

18. Theft Damage to the Premises

This section extends to include damage to the buildings at the insured premises not otherwise insured by this policy resulting from theft or any attempt thereat. Provided that the insured is legally responsible for the repair of such damage.

19. Theft of Keys

This section extends to include the cost of replacing locks or keys to the premises or any safe or strongroom therein resulting from loss of keys following their theft;

- a) involving forcible or violent entry to the premises or the home of the insured or any authorised employee
- b) by hold up involving assault or violence or threat thereof whilst such keys are in the personal custody of the insured or any authorised employee.

Provided that the company will not be liable for the cost of replacing locks or keys of any safe or strongroom following theft of the keys if they are left on the premises outside business hours. The company's liability will not exceed £1,000 in any one period of insurance.

20. Trace and Access

In the event of damage at the premises caused by bursting or overflowing of water pipes, water apparatus or water tanks or leakage of oil from any fixed installation, this section extends to include costs necessarily and reasonably incurred with the consent of the company in;

- a) locating the source of such loss, destruction or damage in order to effect repairs

- b) making good.

The company's liability will not exceed £10,000 in any one period of insurance.

21. Unoccupied Buildings

Notice is to be given to the company when any buildings or portions thereof become unoccupied by any authorised person or when any such unoccupied building or portion thereof is again occupied by any authorised person and a suitable additional premium paid if required.

Special Exclusions

The company will not be liable under this section for;

1. The excess shown in the schedule
2. loss, destruction or damage to property stored in any outbuilding or basement caused by storm, flood, leakage of oil or water following bursting or overflowing of oil or water tanks, apparatus or pipes or from any automatic sprinkler installation, unless such property is raised at least 100mm above the ground floor level of the outbuilding or the floor level of the basement.

Definition and Interpretation

for the purposes of this Special exclusion only;

Basement - means any storey of the buildings which is partially or wholly below ground level.

3. loss, destruction or damage caused by theft or attempted theft occurring outside business hours to any till or cash register unless its drawer has been left in an open position
4. loss or destruction of or damage to property which, at the time of the happening of such loss or destruction or damage, is insured by or would, but for the existence of this section, be insured by any marine policy or policies, except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected
5. loss of metered gas or water other than that covered by additional clauses 11 and 12 of this section
6. animals, growing crops, trees and other vegetation including lawns and shrubs
7. jewellery, precious stones, bullion, furs, fine art, curiosities and relics
8. property that is or becomes unoccupied for a continuous period in excess of 60 days

- unless agreed by the company
9. damage arising from theft or attempted theft where the insured or any director, partner or employee of the insured or any member of the insured's family or household be concerned as principal or accessory
 10. theft of property insured from any unattended vehicle.

Section 2 - Glass

Definitions and Interpretation

for the purposes of this sub-section only;

Glass - means plain plate or sheet or wired glass.

Cover

The company will indemnify the insured in respect of;

- a)
 - i) breakage of or damage to fixed glass at the premises or in the buildings together with the necessary cost of temporary boarding up pending replacement
 - ii) the reasonable cost of removal or replacement of fixtures and fittings to effect replacement and of repairing window and door frames as a result of such breakage or damage
- b) breakage at the premises of fixed mirrors and fixed glass in showcases, counters and display cabinets
- c) breakage of or damage to neon and illuminated signs and fixed glass therein.

Additional Cover

The cover under this sub-section is extended to include the following;

- a)
 - i) loss, destruction or damage caused by breakage of glass to any property of the insured pertaining to the business and which is on display in show windows
 - ii) loss of stock or target stock which as a result of such breakage of glass shall be condemned or destroyed as unfit for sale in pursuance of any statutory requirement or by the order of a competent authority or with the agreement of the company. The company's liability in respect of any one occurrence will not exceed £500.

- b) loss or destruction of or damage to any alarm foil or other security devices caused by the breakage of glass at the premises or in the buildings. The company's liability in respect of any one occurrence will not exceed £500.
- c) loss or destruction of or damage to any armoured, bent or other special glass or lettering or designs superimposed on glass. The company's liability in respect of any one occurrence will not exceed £1,000.

Special Exclusions

The company will not be liable under this sub-section for;

1. the first £50 of each claim
2. any breakage or damage in respect of premises which are unoccupied
3. glass which was flawed, broken or cracked before the insurance commenced
4. superficial scratching, chipping or cracking
5. breakage or damage caused by or occurring through the insufficiency of the foundation or fabric of the premises or buildings in which the glass is situated
6. breakage or damage due to dilapidation of frames or framework
7. breakage or damage due to insecure fitting
8. breakage or damage caused during installation or removal or whilst alterations or repairs are being effected to the premises or buildings
9. breakage of or damage to;
 - a) glass in greenhouses or conservatories
 - b) glass in lantern lights or in skylights or any other glass in roofs.
10. breakage of or damage to;
 - a) neon and illuminated signs and fixed glass therein;
 - i) arising from adjustment, repair, dismantling or erection of any part of the sign or to any part whilst removed from its normal working position
 - ii) arising from mechanical breakdown of the sign or any part thereof.
 - b) any part of any neon or illuminated sign caused by its own ignition, electrical breakdown or burn out
 - c) tubes in any neon or illuminated sign unless the glass is fractured at the same time.
11. consequential loss of any kind or description.

Section 3 – Business Interruption Definitions and Interpretation

For the purposes of this section only;

Damage - means loss, destruction or damage by any perils insured by Section 1 - Property Damage.

Income - means the money paid or payable to the insured for work done and services rendered, all in the course of the business at the premises.

Indemnity Period - the period beginning with the occurrence of the damage and ending not later than the maximum indemnity period thereafter during which the results of the business shall be affected or increases in the cost of working are incurred in order to resume or maintain the business following or in consequence of the damage.

Maximum Indemnity Period - twelve months unless otherwise stated in the schedule.

Notes:

1. To the extent that the insured is accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of such tax.
2. For the purposes of these definitions, any adjustment implemented in current cost accounting shall be disregarded.

Gross Profit - means the amount by which

- a) the sum of the amount of the turnover and the amounts of the closing stock and work in progress shall exceed
- b) the sum of the amount of the opening stock and work in progress and the amount of the uninsured working expenses.

Note:

The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the insured's normal accountancy methods, due provision being made for depreciation.

Uninsured Working Expenses - means the following expenses of the business which are considered to vary directly with the turnover and are therefore not included in the insurance;

- a) 100% of purchases of materials (less discounts received)
- b) 100% of carriage, packing and freight (other

than the insured's own)

- c) 100% of bad debts.

Note:

The words and expressions used in this definition (other than wages if referred to herein) shall have the meaning usually attached to them in the books and accounts of the insured.

Rate of Gross Profit - means the rate of gross profit earned on the turnover during the financial year immediately before the date of the damage.

Cover

In the event of damage to any building or other property or any part thereof used by the insured at the premises for the purposes of the business and provided that at the time of the happening of the damage there shall be in force an insurance covering the interest of the insured in the buildings or in the property at the premises against such damage and that payment shall have been made or liability admitted therefore under such insurance then;

1. If loss of income is insured the company will; by payment indemnify the insured in respect of;
 - a) any loss of income or additional expenditure incurred as a result of the business at the premises being interrupted or interfered with in consequent of such damage
 - b) professional accountants' charges incurred in accordance with the basis of claims settlement.
2. If loss of gross profit is insured the company will by payment indemnify the insured in respect of;
 - a) any loss of gross or additional expenditure incurred as a result of the business at the premises being interrupted or interfered with in consequent of such damage
 - b) professional accountants' charges incurred in accordance with the basis of claims settlement.
3. If additional expenditure only is insured the company will by payment indemnify the insured in respect of;

- a) any additional expenditure necessarily and reasonably incurred as a result of the business at the premises being interrupted or interfered with in consequence of such damage
- b) professional accountants' charges incurred in accordance with the basis of claims settlement.

Additional cover

Loss as insured by this section resulting from interruption of or interference with the business in consequence of;

1. Prevention of Access

Damage to property within 1 kilometre of the premises which prevents or hinders the use of or prevents access to the premises but excluding damage to property of any public utility from which the insured obtains supplies or services. The company's liability in respect of any one occurrence will not exceed £50,000.

2. Public Utilities

Damage to property at any;

- a) generating station or sub-station of the public electricity supply undertaking
- b) land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith
- c) land based premises of the public telecommunications undertaking
- d) waterworks or pumping station of the public water supply undertaking within the territorial limits from which the insured obtains electricity, gas or water supplies or telecommunication services.

The company's liability in respect of any one occurrence will not exceed £50,000.

3. Deeds & Documents

Damage to plans, deeds, briefs, manuscripts, books, documents and office records whilst temporarily removed from the premises to elsewhere within the territorial limits.

The company's liability in respect of any one occurrence will not exceed £10,000.

4. Notifiable Disease

The intervention of a public body authorised to prevent or restrict access to the premises

arising from discovery of an organism likely to cause a notifiable disease or contagious human infection at the premises other than acquired immune deficiency syndrome (AIDS) or an AIDS related condition, Severe acute respiratory syndrome (SARS) or H5N1 influenza. For the purpose of this extension the maximum indemnity period is restated as 3 months. The company's liability will not exceed £25,000 in any one period of insurance.

5. Murder, Manslaughter, Suicide or Rape

The occurrence at the premises of murder, manslaughter, suicide or rape. For the purpose of this extension the maximum indemnity period is restated as 3 months. The company's liability will not exceed £25,000 in any one period of insurance.

6. Defective Sanitation

The compulsory closure of the premises by order of any competent authority due to its defective sanitation or to the presence therein of vermin or pests. For the purpose of this extension the maximum indemnity period is restated as 3 months. The company's liability will not exceed £25,000 in any one period of insurance.

7. Unspecified Suppliers

Damage at the premises of the insured's direct suppliers, manufacturers or processors of components, goods or materials anywhere within the United Kingdom. The company's liability in respect of any one occurrence will not exceed £10,000.

8. Unspecified Customers

Damage at the premises of the insured's direct customers anywhere within the United Kingdom. The company's liability in respect of any one occurrence will not exceed £10,000.

9. Unspecified Storage Sites

Damage at any location not shown in the schedule at which the insured's property is stored anywhere within the United Kingdom. The company's liability in respect of any one occurrence will not exceed £10,000.

10. Property in Transit

Damage to property insured whilst in transit by road, rail or inland waterway within the United Kingdom. The company's liability in respect of any one occurrence will not exceed £10,000.

Additional Cover

11. Book Debts

Damage to the insured's books of accounts or other business books or records which leads to the insured being unable to collect outstanding debit balances. The company will indemnify the insured for net outstanding debit balances which the insured is unable to recover from customers during the recovery period additional expenditure incurred in accordance with the basis of claims settlement loss as insured by this extension resulting from damage to any of the insured's books of account or other business books or records whilst they are temporarily removed from the premises anywhere within the territorial limits the reasonable charges payable by the insured to their professional accountants for producing any particulars or details or any other proofs, information or evidence as may be required by the company.

Special Exclusions

The company will not be liable under this section for any loss due to;

1. Deliberate falsification of business records
2. Clerical or accounting errors or other errors or omissions
3. The fraud or dishonesty of any director partner or employee
4. The deliberate act of the public supply undertaking in restricting or withholding the supply of electricity
5. Erasure or distortion of information on computer systems and other records
 - a) whilst mounted in or on any machine or data processing apparatus or due to the presence of magnetic flux
 - b) due to defects in such records unless caused by damage to the machine or

apparatus in which the records are mounted.

6. Loss due to;
 - a) erasure, loss, distortion or corruption of information on computer systems or other records, programs or software caused deliberately by rioters, strikers locked-out workers, persons taking part in labour disturbances or civil commotion or malicious persons
 - b) other erasure, loss, distortion or corruption of information on computer systems or other records programs or software unless resulting from any of the perils 1 to 15 of the Property Damage section of this policy in so far as it is not otherwise excluded.

For the purpose of this extension the following basis of settlement will apply;

Basis of Settlement

Following damage insured by this section the company will pay;

- a) the amount by which the net outstanding debit balances received or traced after the damage and during the recovery period falls short of the outstanding debit balances at the time of such damage
- b) the additional expenditure necessarily and reasonably incurred in tracing and establishing the above net outstanding debit balances.

For the purpose of this extension the following definitions will apply;

Outstanding Debit Balances

Means the individual amounts owed to the insured by customers and shown as outstanding in the insured's records after adjustment for;

- a) bad debts and any abnormal condition of trade which had or could have had a material effect on the business
- b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the damage) to customers' accounts in the period between the date to which the total last recorded relates and the date of the

damage so that the amounts thus adjusted shall represent as near as reasonably practicable those which would have been obtained at the date of the damage had the damage not occurred.

Recovery Period

Means the period beginning with the occurrence of the damage and ending not later than twelve months thereafter. The company's liability for any one occurrence will not exceed £50,000.

Limit of Liability

The company's liability in respect of;

- a) loss of income and associated additional expenditure and accountants' charges shall not exceed in the aggregate in respect of any one occurrence nor in all in any one period of insurance the sum insured in the schedule
- b) loss of gross profit and associated additional expenditure and accountants' charges shall not exceed in the aggregate in respect of any one occurrence nor in all in any one period of insurance the sum insured in the schedule
- c) additional expenditure when insured as a separate item and associated accountants' charges shall not exceed in the aggregate in respect of any one occurrence nor in all in any one period of insurance the sum insured stated in the schedule.

Basis of Claims Settlement

The company will indemnify the insured for;

1. In respect of loss of income;
 - a) the amount by which the income earned (at the premises or elsewhere) during the indemnity period falls short of the income which it is estimated would otherwise have been earned in the absence of such damage less any amount saved during the indemnity period in respect of any charges or expenses of the business which may cease or be reduced in consequence of the damage
 - b) the additional expenditure necessarily and reasonably incurred to avoid

the above shortfall in income but not exceeding the amount of shortfall thus avoided

- c) the reasonable charges payable to the insured's professional accountant which may be incurred for producing and reporting on details required by the company under the terms of General Condition 5.

2. In respect of gross profit;

- a) reduction in turnover being the amount produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall fall short of the standard turnover in consequence of the damage
- b) increase in cost of working being the additional expenditure (subject to the provisions of the Uninsured standing charges clause) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which but for that expenditure would have taken place during the indemnity period in consequence of the damage, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided.

Less any sum saved during the indemnity period in respect of such of the charges and expenses of the business payable out of gross profit as may cease or be reduced in consequence of the damage. Provided that if the sum insured by this item be less than the sum produced by applying the rate of gross profit to the annual turnover (or to a proportionately increased multiple thereof where the maximum indemnity period exceeds twelve months) the amount payable shall be proportionately reduced.

3. In respect of additional expenditure when insured as a separate item;

- a) the amount necessarily and reasonably incurred during the indemnity period for the sole purpose of resuming or maintaining the business or for avoiding

or diminishing a reduction in income earned at the premises

- b) the reasonable charges payable to the insured's professional accountant which may be incurred for producing and reporting on details required by the company under the terms of General Condition 5.

Special Exclusions

The company will not be liable under this section for;

1. increased metered water charges except where such increased charges are caused by any peril insured against
2. loss due to;
 - a) erasure, loss, distortion or corruption of information on computer systems or other records, programs or software caused deliberately by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotion or malicious persons
 - b) other erasure, loss, distortion or corruption of information on computer systems or other records, programs or software unless resulting from an insured loss under Section 1 - Property Damage of this policy in so far as it is not otherwise excluded.

Special Conditions

1. The insurance by this section shall not apply if the business be wound up, permanently discontinued or carried on by a liquidator or receiver.
2. If at the time of any damage the sum insured on income be less than the income which it is estimated would have been earned during the maximum indemnity period had such damage not occurred, then the amount payable in respect of loss of income and associated additional expenditure shall be proportionately reduced.

Section 4 - Money

Definition and Interpretation

For the purposes of this sub-section only;

Non Negotiable Money - means crossed cheques, postal orders, money orders, bankers drafts, national giro drafts and payment orders, dividend warrants, national savings certificates, unused postal franking machine units, stamped or impressed national insurance cards, holiday with pay stamps, premium bonds, VAT purchase invoices, credit card cheque card and debit card sales vouchers and consumer redemption vouchers.

Cover

The company will indemnify the insured in respect of physical loss of money occurring within the territorial limits.

Additional Cover

The cover under this sub-section is extended to include the following:

Safes

The cost of repair or replacement, following theft or attempted theft, of any;

- a) safe
- b) postal franking machine
- c) security case, bag or waistcoat used to carry money.

The company's liability will not exceed £2,500 in any one period of insurance.

Credit Cards

Any amount for which the insured becomes liable under the terms of issue of any bank charge credit debit or cash card issued and used only in connection with the business following fraudulent use by any unauthorised person. Provided that the insured reports the loss to the issuing company immediately and to the Police within 24 hours of discovering the loss and has complied with the terms and conditions of issue of the card. The company's liability will not exceed £500 in any one period of insurance.

Limits of Liability

The company's liability will not exceed the limits stated below in respect of any one occurrence

Item	Limit
Non Negotiable Money	£250,000
Money, other than non negotiable money whilst;	
In transit in the personal custody of the insured or any authorised employee or whilst contained in a bank night safe hours contained in locked safes on the premises outside business hours not contained in a locked safe in the home of the insured or any authorised employee	£5,000 on the premises during business hours £5,000 on the premises outside business
	£1,000
	£250
	£500
Loss of tickets	£5,000

Special Exclusions

The company will not be liable under this sub-section for;

1. the excess shown in the schedule
2. clerical or accounting errors or shortages due to error or omission
3. any loss due to the fraud or dishonesty of any director, partner or employee unless the loss is discovered within seven working days of the date of its occurrence
4. loss caused by dishonoured cheques or by the use of counterfeit money
5. loss from any unattended vehicle
6. loss from any coin-operated vending, gaming or amusement machine or payphone unless specially agreed as insured by an endorsement shown in the schedule
7. loss, destruction or damage caused by theft or attempted theft occurring outside business hours to any till or cash register unless its drawer has been left in an open position
8. consequential loss of any kind or description.

Special Condition

It is a condition precedent to the liability of the company that;

- a) a true and complete account shall be kept of all money in transit and on the premises and such record shall be deposited in a secure place other than in any safe containing the money

- b) during business hours any safe shall be kept locked other than when money or other property is being placed therein or removed therefrom and the keys kept in the personal custody of the insured or any authorised employee
- c) outside business hours any safe shall be kept locked and its keys removed from the premises
- d) one copy of each completed credit card voucher shall be kept at all times in a secure place separate from its counterpart.

Additional Cover - Personal Accident/ Assault

Definitions and Interpretation

For the purposes of this sub-section only;

Insured Person - means the insured or any director, partner or employee of the insured aged between 16 and 65 years.

Loss of Limb - means total loss by physical severance of one or more limbs at or above the wrist or ankle or total and permanent loss of use of any entire limb.

Loss of Sight - means total and irrecoverable loss of sight in one or both eyes.

Permanent Total Disablement - means permanent and absolute disablement from engaging in or giving attention to occupation or business of any kind.

Temporary Total Disablement - means temporary and absolute disablement from engaging in or giving attention to usual occupation.

Cover - The company will pay as compensation to the insured or the legal personal representative of the insured the relevant amount shown below if in the course of the business an insured person sustains accidental bodily injury consequent upon robbery or hold up or any attempt thereof occurring within the territorial limits and such bodily injury directly and independently of any other cause results within twelve months in death loss or disablement as stated in the Results.

Results	Compensation
1 Death	£10,000
2 Loss of limb	£10,000
3 Loss of sight	£10,000
4 Permanent total disablement	£10,000
5 Temporary total disablement	£100 per wk

Additional Cover

The cover under this sub-section is extended to include damage to personal effects of an insured person arising in connection with the business as a direct result of robbery or hold up or any attempt thereat for an amount not exceeding £250 any one insured person.

Special Exclusions

The company will not be liable under this sub-section for death loss or disablement caused by;

1. an insured person being under the influence of or being affected by intoxicating liquor or drugs except drugs taken in accordance with proper medical prescription and directions and not for the treatment of drug addiction
2. pregnancy or childbirth
3. any pre-existing physical or mental disability or infirmity, medical condition or chronic or recurring ailment
4. any communicable disease including acquired immune deficiency syndrome (AIDS) or an AIDS related condition.

Special Conditions

1. Compensation shall not be payable for more than one of Results 1-4 in respect of any one insured person
2. Compensation shall not be payable for Result 5;
 - a) until the end of the period of disablement but the company will on request make interim payments at intervals of not less than four weeks
 - b) for more than 104 weeks from the date of sustaining injury in respect of any one bodily injury
3. The total amount payable as compensation under Result 5 shall be deducted from any subsequent compensation payment under Results 1-4 that follows from the same cause

4. An insured person shall as often as required submit to a medical examination on behalf of the company at its own expense and in the case of death the company shall be entitled to have a post mortem examination at its own expense.

Section 5 – Employers’ Liability Definition and Interpretation

For the purposes of this section only

Bodily Injury - means death, injury, illness, disease or shock

Business - means the business as stated in the schedule including

- a) provision and management of catering, social, sports, educational and welfare facilities for the benefit of employees, first aid, medical, ambulance, fire and security services and maintenance of the insured’s premises
- b) private duties undertaken by an employee for the insured, or, with the insured’s consent, for any director, partner or official of the insured
- c) ownership and maintenance of buildings, premises and land used in connection therewith
- d) participation as an exhibitor at trade shows or exhibitions.

Employee - means

- a) any person under a contract of service or apprenticeship with the insured or with some other employer and who is supplied to or hired to or borrowed by the insured
- b) any labour master or labour only sub-contractor or any person supplied by them
- c) any self employed person or voluntary helper performing work of a kind ordinarily performed under a contract of service or apprenticeship with the insured provided that such work is under the immediate supervision and control of the insured
- d) any person who is engaged under a Government or otherwise authorised work experience, training, study, exchange or similar scheme whilst working for the insured in connection with the business.

Cover

We will pay all amounts which **you** will become legally liable to pay as damages in respect of accidental **bodily injury** caused during the **period of insurance** to any **employee** if such **bodily injury** arises out of and in the course of their employment by **you** in the **business**

- a) within the **territorial limits** or
- b) elsewhere in the world in respect of any journey or temporary visit in connection with the **business** by **you** or any of **your** directors, partners or **employees** normally resident within the **territorial limits**

Additional Cover

The cover under this section is extended to include the following:

Corporate Manslaughter

The company will indemnify the insured against

- a) legal costs and expenses incurred with the prior written consent of the company and
- b) prosecution costs awarded against the insured in the defence of any criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death happening in connection with the business during the period of insurance and which may be the subject of indemnity under this section. Provided that;
 - i) the liability of the company under this extension shall not exceed £2,000,000 during any one period of insurance
 - ii) all amounts payable under this extension will form part of and not be in addition to the limit of indemnity stated in the policy schedule
 - iii) where the company has already provided an indemnity in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings by any amount paid or payable by the company will

be deducted from the amount payable under this extension

- iv) the company agrees in writing to the appointment of any solicitor or council who is to act on behalf of the insured prior to their appointment.

The company will not be liable for;

- i) any fines or penalties or the cost of implementing any remedial order or publicity order
- ii) an appeal against any fines, penalties, remedial order or publicity order
- iii) any costs incurred which result from the failure to comply with any remedial order or publicity order
- iv) costs and expenses in connection with an appeal unless advice has been obtained from solicitors or council that there are strong prospects of success
- v) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by the insured or any director partner or employee of the insured
- vi) costs and expenses provided by any other source or any other insurance or where but for the existence of this extension would have been provided by such source or insurance
- vii) costs and expenses in connection with the defence of any criminal proceedings unless such proceedings are brought against the insured in a Court of Law in Great Britain, Northern Ireland, Isle of Man or Channel Islands.

Cross Liabilities

Where there is more than one person named as the insured in the schedule this section shall apply separately to each named person as if each is insured by a separate policy, provided always that the maximum liability of the Company in the aggregate for damages to all Parties insured shall not exceed the limit of liability.

Health and Safety at Work etc. Act 1974

The company will indemnify the insured and, at the request of the insured, any director, partner or employee of the insured against legal costs

and expenses incurred, with the company's written consent, in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 committed or alleged to have been committed during the period of insurance, including legal costs and expenses incurred with the written consent of the company in an appeal against conviction arising from such proceedings.

The company will not be liable for;

- a) fines and penalties of any kind
- b) legal costs and expenses where an indemnity is provided by any other insurance
- c) proceedings arising out of any deliberate act or omission by the insured
- d) more than £10,000 in any one period of insurance.

Indemnity to Other Persons

The company will indemnify at the request of the insured;

- a) any director, partner or employee of the insured
- b) any officer, committee member or other person employed by the insured's catering, social, sports, educational or welfare organisations or first aid, medical, ambulance, fire or security services
- c) any director, partner or official for whom with the consent of the insured an employee is undertaking private work
- d) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by the insured for the performance of work
- e) the owner of plant hired by The Insured but only to the extent of the conditions of hire
- f) any legal representative of any of the above in the event of their death against legal liability in respect of which the insured would have been entitled to indemnity under this policy if the claim had been made against the insured.

Provided that;

- i) any person indemnified is not entitled to indemnity under any other insurance
- ii) any person indemnified shall observe, fulfil and be subject to the terms and conditions

- iii) the company will retain the sole conduct and control of any claim
- iv) the maximum liability of the company in the aggregate for damages to the insured and any such persons shall not exceed the limit of liability.

Limit of Liability

The company's liability in respect of;

- a) accidental bodily injury to employees
- b) all legal costs recoverable from the insured by any claimant
- c) any other costs and expenses of litigation incurred with the company's written consent
- d) solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry
- e) the costs incurred, with the company's written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of indemnity under this section of the policy arising out of and in the course of employment in the business will not exceed;
 - i) £5,000,000 as regards bodily injury which is directly or indirectly caused by, contributed to by, results from or arises out of or in connection with any act of terrorism or any action taken in controlling, preventing, suppressing, retaliating against responding to or in any way relating to any act of terrorism
 - ii) the amount stated in the schedule as regards any other bodily injury;
 in respect of any one claim against the insured or series of claims against the insured arising out of one cause.

Special Exclusions

The company will not be liable under this section in respect of;

1. 1) Liability arising from and or caused by any processes or work in connection with any of the following;
 - a) asbestos
 - b) power stations, nuclear installations or establishments
 - c) refineries, bulk storage or production premises in the oil, gas or chemical industries
 - d) offshore installations, oil or gas rigs.

Definition and Interpretation

for the purposes of this Special exclusion only;

- 'offshore' installation means any platform or rig or any aircraft or vessel servicing a platform or rig
 - it is understood that any person is deemed to be 'offshore' as from the time when they embark onto a conveyance at the point of final departure to an offshore installation and that any person shall continue to be deemed 'offshore' until such time as they disembark from any conveyance onto land upon their return from an 'offshore' installation.
- e) railways or railway installations
 - f) towers, steeples, chimney shafts, bridges, viaducts, dams, reservoirs, wells, tunnels, mines, quarries or blast furnaces
 - g) aircraft, aerospace devices, hovercraft, watercraft other than hand propelled watercraft and other watercraft not exceeding twenty feet in length
 - h) work underground, underwater or airside
 - i) loading or discharging of vessels or other work on ships
 - j) piling or the use of explosives
 - k) any demolition unless such work forms part of a contract for construction, alteration, maintenance or repair and prior permission for any such demolition is obtained in writing by the insured from the company.
2. Liability arising directly or indirectly out of exposure or inhalation of, or fears of the

consequence of exposure to, or inhalation of asbestos

3. Damages for bodily injury unless the action is brought against the insured in a Court of Law in Great Britain, Northern Ireland, Isle of Man or Channel Islands.

Special Conditions

1. The indemnity granted includes protection to the insured as required by any law relating to compulsory insurance of the employer's legal liability to his employees whilst employed in Great Britain, Northern Ireland, Isle of Man or Channel Islands but the insured shall repay to the company all sums paid by the company which the company would not have been liable to pay but for the provisions of such law.
2. The company may at any time pay to the insured the amount of the limit of liability less any amount already paid, or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations, actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.
3. If this policy or this section is cancelled then any certificate of employers' liability insurance issued by the company is deemed to be cancelled at the same time.

Section 6 - Public Liability

Definition and Interpretation

For the purposes of this section only

Bodily Injury - means death, injury, illness, disease or shock

Business - means the business as stated in the schedule including;

- a) provision and management of catering, social, sports, educational and welfare facilities for the benefit of employees, first aid, medical, ambulance, fire and security services and maintenance of the insured's premises
- b) private duties undertaken by an employee for the insured, or, with the insured's consent, for any director, partner or official of the insured
- c) ownership and maintenance of buildings, premises and land used in connection therewith
- d) participation as an exhibitor at trade shows or exhibitions.

Employee - means;

- a) any person under a contract of service or apprenticeship with the insured or with some other employer and who is supplied to or hired to or borrowed by the insured
- b) any labour master or labour only subcontractor or any person supplied by them
- c) any self employed person or voluntary helper performing work of a kind ordinarily performed under a contract of service or apprenticeship with the insured provided that such work is under the immediate supervision and control of the insured
- d) any person who is engaged under a Government or otherwise authorised work experience, training, study, exchange or similar scheme whilst working for the insured in connection with the business.

Products - means any goods, including containers, packaging, labelling and instructions for use, sold, supplied, processed, delivered, installed, tested, repaired, serviced, altered, treated or hired out by the insured in connection with the business from the premises and no longer in the insured's possession or control.

Cover

The company will indemnify the insured against all amounts which the insured shall become legally liable to pay as damages in respect of;

- a) accidental bodily injury to any person
- b) accidental loss or destruction of or accidental damage to material property
- c) accidental obstruction, accidental trespass or accidental nuisance resulting in interference with or loss of enjoyment of material property happening in connection with the business and occurring;
 - i) during the period of insurance
 - ii) within the territorial limits
 - iii) elsewhere in the world in respect of any journey or temporary visit in connection with the business by the insured or any director, partner or employee of the insured normally resident within the territorial limits provided such journey or visit is not for the purpose of performing manual work.

Additional Cover

The cover under this section is extended to include the following;

Contingent Motor Liability (non-owned Vehicles)

Notwithstanding Special exclusion 2 iii), the company will indemnify the insured named in the schedule and no other for the purposes of this extension in respect of legal liability for accidental bodily injury to any person or accidental loss or destruction of or accidental damage to material property arising out of the use of any motor vehicle not the property of nor provided by the insured but being used in connection with the business.

Provided that the company shall not be liable under this extension;

- a) in respect of loss or destruction of or damage to such vehicle or to goods conveyed therein or thereon
- b) for bodily injury to any person or loss or destruction of or damage to property arising while such vehicle is being driven by;
 - i) the insured
 - ii) any person who to the knowledge of

the insured or his representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified for holding or obtaining such a licence

- c) in respect of liability more specifically insured under any other insurance
- d) in respect of liability arising outside the territorial limits.

Corporate Manslaughter

The company will indemnify the insured against;

- a) legal costs and expenses incurred with the prior written consent of the company and
- b) prosecution costs awarded against the insured in the defence of any criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death happening in connection with the business during the period of insurance and which may be the subject of indemnity under this section. Provided that;
 - i) the liability of the company under this extension shall not exceed £2,000,000 during any one period of insurance
 - ii) all amounts payable under this extension will form part of and not be in addition to the limit of indemnity stated in the policy schedule
 - iii) where the company has already provided an indemnity in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings by any amount paid or payable by the company will be deducted from the amount payable under this extension
 - iv) the company agrees in writing to the appointment of any solicitor or council who is to act on behalf of the Insured

prior to their appointment.

The company will not be liable for;

- i) any fines or penalties or the cost of implementing any remedial order or publicity order
- ii) an appeal against any fines, penalties, remedial order or publicity order
- iii) any costs incurred which result from the failure to comply with any remedial order or publicity order
- iv) costs and expenses in connection with an appeal unless advice has been obtained from solicitors or council that there are strong prospects of success
- v) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by the insured or any director partner or employee of the insured
- vi) costs and expenses provided by any other source or any other insurance or where but for the existence of this extension would have been provided by such source or insurance
- vii) costs and expenses in connection with the defence of any criminal proceedings unless such proceedings are brought against the insured in a Court of Law in Great Britain, Northern Ireland, Isle of Man or Channel Islands.

Cross Liabilities

Where there is more than one person named as the insured in the schedule this section shall apply separately to each named person as if each is insured by a separate policy, provided always that the maximum liability of the company in the aggregate for damages to all parties insured shall not exceed the limit of liability.

Defective Premises Act 1972

The company will indemnify the insured against all amounts which the insured shall become legally liable to pay as damages in respect of accidental bodily injury to any person or accidental loss or destruction of or accidental damage to material property occurring during a period of seven years immediately following

disposal by the insured of buildings that have been insured by Section 1 - Property Damage of this policy. Provided that such liability is incurred in connection with such buildings and by virtue of Section 3 of the Defective Premises Act 1972 the company will not be liable;

- a) if at the date of their disposal by the insured such buildings were not insured by this policy or any other policies in respect of which this policy has been issued in substitution
- b) for the cost of repairing or rectifying any defect or alleged defect in such buildings
- c) if the insured is entitled to indemnity under any other policy.

Health and Safety at Work etc. Act 1974

The company will indemnify the insured and, at the request of the insured, any director, partner or employee of the insured against legal costs and expenses incurred, with the company's written consent, in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 committed or alleged to have been committed during the period of insurance, including legal costs and expenses incurred with the written consent of the company in an appeal against conviction arising from such proceedings.

Health and Safety at Work etc. Act 1974

The company will not be liable for;

- a) fines and penalties of any kind
- b) legal costs and expenses where an indemnity is provided by any other insurance
- c) proceedings arising out of any deliberate act or omission by the insured
- d) more than £10,000 in any one period of insurance.

Indemnity to Other Persons

The company will indemnify at the request of the insured;

- a) any director, partner or employee of the insured
- b) any officer, committee member or other person employed by the insured's catering, social, sports, educational or welfare organisations or first aid, medical, ambulance, fire or security services
- c) any director, partner or official for whom with

the consent of the insured an employee is undertaking private work

- d) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by the insured for the performance of work
- e) the owner of plant hired by the insured but only to the extent of the conditions of hire
- f) any legal representative of any of the above in the event of their death; against legal liability in respect of which the insured would have been entitled to indemnity under this policy if the claim had been made against the insured.

Provided that;

- i) any person indemnified is not entitled to indemnity under any other insurance
- ii) any person indemnified shall observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- iii) the company will retain the sole conduct and control of any claim
- iv) the maximum liability of the company in the aggregate for damages to the insured and any such persons shall not exceed the limit of liability.

Leased, Hired and Rented Premises

In the event of any premises being leased, hired or rented to or in the custody of or under the control of the insured, Special exclusion 3 relating to such property shall be deemed not to apply.

Provided that the company will not be liable in respect of;

- a) liability assumed by the insured under a contract or under a tenancy or other agreement if such liability would not have attached in the absence of such contract or agreement
- b) the first £250 of each claim.

Limit of Liability

The company's liability in respect of damages for any occurrence giving rise to any one claim against the insured or series of claims against the insured arising out of one cause will not

exceed the amount stated in the schedule.

The company will also pay;

- a) all legal costs recoverable from the insured by any claimant
- b) any other costs and expenses of litigation incurred with the company's written consent
- c) solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry
- d) the costs incurred, with the company's written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of indemnity under this section of the policy.

Special Exclusions

The company will not be liable under this section in respect of;

1. Bodily injury to any employee arising out of and in the course of his employment by the insured in the business
2.
 - a) loss or destruction of or damage to property
 - b) bodily injury sustained by any person arising from the ownership, possession or use by or on behalf of the insured of;
 - i) any aircraft, aerospace device, hovercraft or watercraft other than hand propelled watercraft and other watercraft not exceeding 7 metres in length
 - ii) any lift, elevator, hoist, crane, steam boiler or other apparatus operating under steam pressure, for which a statutory inspection certificate is required but which is not in force
 - iii) any mechanically propelled vehicle or plant or trailer attached thereto in circumstances in respect of which insurance or security is necessary to meet the requirements of road traffic legislation.
3. Loss or destruction of or damage to;
 - a) property owned by or leased, hired or rented to the insured
 - b) property belonging to or held in trust by or in the custody of or under the control of the insured or any director, partner or employee of the insured other than;
 - i) personal property of directors, partners or employees
 - ii) the property of customers or visitors temporarily on or about the premises, but excluding all property undergoing or awaiting testing, repair, servicing, alteration, maintenance, cleaning or inspection.
4. Liability which attaches solely under the terms of any contract or agreement if such liability would not have attached in the absence of such contract or agreement.
5. Liability arising from or caused by;
 - a) breach of professional duty
 - b) the provision of advice or any plan, design, formula or specification given separately for a fee
 - c) any diagnosis, treatment (other than first aid treatment), therapy, medical advice, aerobic or other fitness related instruction given or performed or administration of drugs or medicines
 - d) the use of solaria, sunbeds, saunas and hydro-massage facilities
 - e) the use of welding or flame cutting equipment or asphalt bitumen or tar heaters away from the premises
 - f) loss or destruction of or damage to property, buildings or land caused by vibration or by the removal or weakening of support.
6. Liability arising from and or caused by any processes or work in connection with any of the following;
 - a) asbestos
 - b) power stations, nuclear installations or establishments
 - c) refineries, bulk storage or production premises in the oil, gas or chemical industries
 - d) offshore installations, oil or gas rigs.

Definition and Interpretation

for the purposes of this Special exclusion only;

- 'Offshore' Installation means any platform or rig or any aircraft or vessel servicing a platform or rig
 - it is understood that any person is deemed to be 'offshore' as from the time when they embark onto a conveyance at the point of final departure to an 'offshore' installation and that any person shall continue to be deemed 'offshore' until such time as they disembark from any conveyance onto land upon their return from an 'offshore' installation.
- e) railways or railway installations
 - f) towers, steeples, chimney shafts, bridges, viaducts, dams, reservoirs, wells, tunnels, mines, quarries or blast furnaces
 - g) work underground, underwater or airside
 - h) loading or discharging of vessels or other work on ships
 - i) piling or the use of explosives
 - j) any demolition unless such work forms part of a contract for construction, alteration, maintenance or repair and prior permission for any such demolition is obtained in writing by the insured from the company.
7. Bodily injury or loss or destruction of or damage to property caused by products other than
 - a) food or drink for consumption by directors, partners, employees, customers or visitors of the insured
 - b) trade samples
 - c) the materials used in any plans, deeds, briefs, manuscripts, books, reports or other documents produced and supplied in connection with the business from the premises.
 8. Loss or destruction of or damage to products nor the cost of making good or recalling such products
 9. Loss or destruction of or damage to that part of any property upon which the insured is or has been working

Special Exclusions

10. Liability arising directly or indirectly out of exposure or inhalation of, or fears of the consequence of exposure to, or inhalation of asbestos
11. the cost of cleaning up or removal of or damage to property arising out of any asbestos
12. liability at law for loss, damage, cost or expense of whatsoever nature directly or indirectly arising out of, contributed by, caused by, resulting from, or in connection with any of the following, or any action taken in controlling, preventing, suppressing, retaliating against or responding to any of the following, regardless of any other cause or event contributing concurrently or in any other sequence of the loss;
 - a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power, confiscation by order of any public authority or government de jure or de facto or martial law; or
 - b) riots, strikes or civil commotion; or
 - c) any act of terrorism.

If the company alleges that by reason of this special exclusion any actual or alleged losses, liabilities, damages, injuries, defence costs, costs or expenses is not covered by this section the burden of proving the contrary shall be upon the insured
13. fines, penalties or liquidated, punitive or exemplary damages
14. damages for bodily injury or loss or destruction of or damage to property unless the action is brought against the insured in a Court of Law in Great Britain, Northern Ireland, Isle of Man or Channel Islands
15. liability caused by or arising from products where the action is brought against you in any country not being a member of the European Union where you have a branch or a parent or a subsidiary company or are represented by a person or company holding your Power of Attorney
16. the first £250 of each claim in respect of loss or destruction of or damage to property occurring away from the premises.

Special Condition

1. the company may at any time pay to the insured the amount of the limit of liability less any amount already paid, or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations, actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.

Section 7 -Terrorism Section

Cover under this Section is not provided unless it is shown as being operative in the current schedule

Terrorism – Property Damage

This sub-section applies to the **property insured** as described, defined and specified as insured in the **General Cover** provided by this policy, other than any insurance in respect of loss of rent or cost of alternative accommodation which will be deemed to be insured by the Terrorism – Business Interruption sub-section of this section.

Terrorism – Business Interruption

This sub-section applies to loss of **gross profit, gross revenue, gross rent receivable**, income or rent, cost of alternative accommodation or increase in cost of working or other such items of loss (other than **book debts**) resulting from interruption or interference as described, defined and specified as insured in the **General Cover** provided by this policy provided that at the time of the happening of the **damage** that causes the interruption or interference

- a) there is in force an insurance provided by **us** covering **your** interest in the property that suffers such **damage** and
- b) payment will have been made or liability admitted therefor under such insurance or that payment would have been made or liability would have been admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.

Terrorism – Book Debts

This sub-section applies to **outstanding debit balances** as described, defined and specified as

insured in the **General Cover**.

What you are covered for

We will indemnify you in the event of **damage** to the **property insured** or business interruption resulting therefrom, insofar and to the extent that it is insured in **Great Britain** by the **General Cover** and in respect of which there is an operative sub-section in the **schedule**, the cause of which is acts of persons acting on behalf of, or overthrowing or influencing, by force or violence, of Her Majesty's Government in the **United Kingdom** or any other government de jure or de facto.

What you are not covered for:

1. **damage** or business interruption directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from
 - a) riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
 - b) **virus or similar mechanism** or **hacking** or **denial of service attack** or **phishing** in respect of any computer or other equipment or component or system or item which processes, stores, transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether belonging to you or not
2. **damage** or business interruption in respect of
 - a) any **nuclear installation** or **nuclear reactor**
 - b) any property not being a block of flats which is insured in the name of a private individual and is occupied by that individual for residential purposes
 - c) any property which is insured by, or would but for the existence of this policy be insured by, any form of transit or aviation or marine policy other than any Goods in Transit section, sub-section

or extension of the **General Cover** provided by this policy insofar as it relates to **damage** occurring in **Great Britain**

- d) any other type of property which is specifically excluded elsewhere in this policy
- e) bankers blanket bond

Special Conditions

1. This section is concurrent and conjunctive with and dependent upon the **General Cover** provided by this policy.
2. This section is not subject to any of the General Exclusions of this policy other than those stated in 'What you are not covered for' of this section.
3. This section is subject to all the other terms, sums insured, limits of liability, definitions, provisions, bases of claims settlement and conditions which apply to the **General Cover** provided by this policy (including but without limitation any **excess** to be borne by **you**) except as expressly varied hereby.
4. In any action, suit or other proceedings where **we** allege that any **damage** or business interruption is not covered by this section the burden of proving that such **damage** or business interruption is covered shall be upon **you**.
5. This section is not subject to the Reinstatement of sum insured General Condition, nor to any Inflation Protection or to any Long Term Agreement or Undertaking which may apply to the **General Cover** provided by this policy.
6. This section is to be lapsed or cancelled simultaneously with any lapse or cancellation of the **General Cover** provided by this policy.

Section 8 - Legal Expenses Section

Cover under this Section is not provided unless it is shown as being operative in the current schedule

This is **your** Commercial Legal Expenses section, which is underwritten by DAS Legal Expenses Insurance Company Limited.

Definitions

For the purpose of this Legal Expenses section the following definitions will apply:

appointed representative -

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

business -

As shown in the schedule

business premises -

Any risk address as shown in the schedule

costs and expenses -

(a) All reasonable and necessary costs chargeable by the **appointed representative** and agreed by us in accordance with the **DAS Standard Terms of Appointment**.

(b) The costs incurred by opponents in civil cases if the **insured person** has been ordered to pay them, or the **insured person** pays them with our agreement

countries covered -

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

(b) For all other insured incidents

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands

DAS Standard Terms of Appointment -

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

date of occurrence -

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

employee -

Any person under a contract of employment with **you**

employer compliance dispute -

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

insured incident -

As specified under “**Insured Incidents We Will Cover**” in the Legal Expenses section of this policy

insured person -

You and the directors, partners, managers,

employees and any other individuals declared to **us** by **you**

period of insurance -

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

preferred law firm or tax consultancy -

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

reasonable prospects -

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

tax enquiry -

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

- (i) includes a request to examine any aspect of your books and records; or
 - (ii) advises of a check of **your** whole tax return
- VAT dispute -** A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to **your** VAT affairs

we, us, our, DAS -

DAS Legal Expenses Insurance Company Limited

All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern

Ireland, the Isle of Man and the Channel Islands as appropriate.

To make sure that you get the most from **your DAS** cover, please take time to read this section which explains the contract between us.

Please take care in following the procedures throughout the section and particularly those applying to the **Employment Disputes and Compensation Awards cover**.

If you have any questions or would like more information, please contact **your** insurance adviser.

Helping you with your legal problems

If **you** wish to speak to our legal teams about a legal problem, please phone **us** on **0344 893 0859**. We will ask you about your legal issue and if necessary call back to give legal advice.

Making a claim

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this section, phone us on **0344 893 0859** and **we** will give **you** a reference number. At this point **we** will not be able to tell **you** whether the claim is covered or not but **we** will pass the information **you** have given **us** to **our** claims-handling teams and explain what to do next.

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

We agree to provide the insurance described in this section for the **insured person** in respect of any **insured incident** arising in connection with the **business** shown in the **schedule** provided that:

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

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 shown as the limit of indemnity in the **schedule**
2. the most **we** will pay in **costs and expenses** is no more than the amount we would have paid to a **preferred law firm** or **tax consultancy**. The amount **we** will pay a **law firm** (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
3. in respect of an appeal or the defence of an appeal, you must tell us within the time limits allowed that you want to appeal. Before we pay the costs and expenses for appeals, we must agree that reasonable prospects exist
4. for an enforcement of judgment to recover money and interest due to you after a successful claim under this section, we must agree that reasonable prospects exist, and
5. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most we will pay in costs and expenses is the value of the likely award
6. in respect of Legal Defence 6. Jury service and court attendance the maximum we will pay is the **insured person's** net salary or wages for the time that the **insured person** is absent from work less any amount the court 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 total of the compensation awards payable by **us** shall not exceed £1,000,000

in any one **period of insurance**.

3. The first £500 of any contract dispute claim where the amount in dispute exceeds £5,000 (including VAT).

Insured Incidents We Will Cover: Employment Disputes and Compensation Awards

1. Employment Disputes

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

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

What is not covered

A claim relating to the following:

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

2. Compensation Awards

We will pay:

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

Provided that

- (a) In cases relating to performance and/or conduct, **you** have throughout the employment dispute either:
 - (i) followed the ACAS Code of Disciplinary and Grievance Procedures; or
 - (ii) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
 - (iii) sought and followed advice from **our** legal advice service (**Telephone 0117 934 0192**).
- (b) For an order of compensation following **your** breach of statutory duty under employment legislation you have at all times sought and followed advice from **our** legal advice service since the date when you should have known about the employment dispute (**Telephone 0117 934 0192**).
- (c) For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, you have sought and followed advice from **our** Claims Department prior to serving notice of redundancy (**Telephone 0117 934 0192**).
- (d) The compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by us.

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

What is not covered

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

3. Employee Civil Legal Defence

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

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

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

4. Service Occupancy

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

What is not covered

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

Legal Defence

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

1. Criminal pre-proceedings cover

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

2. Criminal prosecution defence

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

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

3. Data protection and Information Commissioner registration

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

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

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

4. Wrongful arrest

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

5. Statutory notice appeals

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

6. Jury service and court attendance

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

- (a) to perform jury service

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

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

7. Disciplinary hearing

We will represent the **insured person** at a disciplinary hearing that they are required to attend by a regulatory authority or professional body as a result of a complaint being brought against them.

Provided that:

- (a) for claims relating to the Health and Safety at Work etc Act 1974 the **countries covered** shall be any place where the Act applies;
- (b) at the time of the **insured incident, you** have registered with the Information Commissioner in respect of **insured incident 3. Data protection and Information Commissioner registration;**
- (c) **you** request **us** to provide cover for the **insured person**.

What is not covered

A claim related to the following:

- (1) prosecution due to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle
- (2) 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
- (3) a Statutory Notice issued by an **insured person's** regulatory or governing body

Statutory licence appeal

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

What is not covered:

Any claim relating to the following:

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

Contract Disputes

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

Provided that:

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

What is not covered:

- (1) A dispute arising from an agreement entered into prior to the start of this section if the **date of occurrence** is within the first 90 days of the indemnity provided by this section.
- (2) Any claim relating to the following:
 - (a) the settlement payable under an insurance policy (**we** will cover a dispute if your insurer refuses your claim, but not for a dispute over the amount of the claim);
 - (b) the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, we will cover a dispute with a professional adviser in connection with these matters.
 - (c) a loan, mortgage, pension, guarantee or any other financial product and choses in action;

- (d) a motor vehicle owned by, or hired or leased to **you** other than agreements relating to the sale of motor vehicles where you are engaged in the business of selling motor vehicles.
- (3) A dispute with an **employee** or **ex-employee** which arises out of, or relates to, a contract of employment with **you**.
- (4) A dispute which arises out of the:
 - (a) sale or provision of computer hardware, software, systems or services; or
 - (b) the purchase or hire of computer hardware, software, systems or services tailored by a supplier to your own specification.
- (5) A dispute arising from a breach or alleged breach of professional duty by an **insured person**.
- (6) The recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists

Tenancy disputes:

We will represent you in any Legal Proceedings for civil action relating to a tenancy dispute between you and your landlord arising from premises leased or rented to you.

What is not covered

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

Debt recovery:

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

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

What is not covered

A claim relating to the following:

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

Property Protection

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

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

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

What is not covered

A claim relating to the following:

- (1) a contract **you** have entered into;
- (2) goods in transit or goods lent or hired out;
- (3) goods at premises other than those occupied by **you** unless the goods are at the premises for the purpose of installations or use in work

to be carried out by **you**;

- (4) mining subsidence;
- (5) defending **your** legal rights but **we** will cover defending a counter-claim;
- (6) a motor vehicle owned or used by, or hired or leased to an **insured person** (other than damage to motor vehicles where you are in the business of selling motor vehicles);
- (7) the enforcement of a covenant by or against **you**.

Personal Injury

At your request, we will pay **costs and expenses** for an **insured person** 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

Any claim relating to the following:

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

Tax Protection

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

Provided that:

you have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed. *Please note we will only cover tax claims which arise in direct connection with the activities of the **business** shown in the **schedule**.*

What is not covered

- (1) Any claim relating to a tax avoidance scheme
- (2) Any failure to register for Value Added Tax or Pay As You Earn.
- (3) Any investigation or enquiries by, with

or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office.

- (4) Any claim relating to import or excise duties and import VAT.
- (5) Any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

What is not covered by this Section

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. Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority, other than compensation awards as covered under **insured incidents Employment Disputes and Compensation Awards and Legal Defence**.
4. Legal action an **insured person** takes which we or the **appointed representative** have not agreed to, or where the **insured person** does anything that hinders **us** or the **appointed representative**.
5. Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
6. Any claim relating to rights under a franchise or agency agreement entered into by **you**.
7. Any **insured incident** deliberately or intentionally caused by an **insured person**.
8. A dispute with DAS Legal Expenses Insurance Company Limited and/or Covea Insurance plc not otherwise dealt with under Condition 8.
9. Any claim relating to a shareholding or partnership share in the **business** shown in the **schedule**.
10. **Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
11. Any claim where either at the start of or during the course of a claim, **you**:
 - (a) are declared bankrupt

- (b) have filed a bankruptcy petition
 - (c) have filed a winding-up petition
 - (d) have made an arrangement with **your** creditors
 - (e) have entered into a deed of arrangement
 - (f) are in liquidation
 - (g) part or all of **your** affairs or property are in the care or control of a receiver or administrator.
12. Any claim where legal action resulting from one or more event arising at the same time or from the same originating cause which could lead to the court making a Group Litigation Order.
 13. Any claim relating to written or verbal remarks that damage the **insured person's** reputation.
 14. Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
 15. Any claim where an **insured person** is not represented by a law firm, barrister or tax expert.

Conditions which apply to the whole Section

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

- step to recover **costs and expenses** and court attendance and jury service expenses that we have to pay and must pay **us** any amounts that are recovered.
5. 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. If an **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim any **costs and expenses we** have paid.
 7. **We** may require **you** to get, at **your** own expense, an opinion from an expert, that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.
 8. If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through our internal complaints procedure and **you** are a small business, **you** can contact the Financial Ombudsman Service for help. Details available from www.financial-ombudsman.org.uk. Alternatively there is a separate arbitration process (this applies to all sizes of business). The arbitrator will be a barrister chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, we will ask the Chartered Institute of Arbitrators to decide.
 9. An **insured person** must:
 - (a) keep to the terms and conditions of this section
 - (b) take reasonable steps to avoid and prevent claims
 - (c) take reasonable steps to avoid incurring unnecessary costs

- (d) send everything **we** ask for in writing, and
 - (e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.
10. If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.
 11. This section 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.

Data protection

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

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

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

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

How to make a complaint

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

DAS Head and Registered Office:

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

Registered in England and Wales, number 103274. Website: www.das.co.uk

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

DAS Law Limited Head and Registered Office:

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

Registered in England and Wales, number 5417859. Website: www.daslaw.co.uk

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

Or you can phone us on **0344 893 9013** or email us at customerrelations@das.co.uk

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

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

Exchange Tower | London | E14 9SR

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

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

You can also contact them by telephone on **0300 555 0333** or email them at enquiries@legalombudsman.org.uk

Website: www.legalombudsman.org.uk

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

Covea Insurance plc

Covea Insurance plc is a public limited company incorporated in England and Wales, registered number 613259. Its registered office is at Norman Place, Reading RG1 8DA. It is authorised by the Prudential Regulation Authority and regulated by Financial Conduct Authority and Prudential Regulation Authority registration number 202277.

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