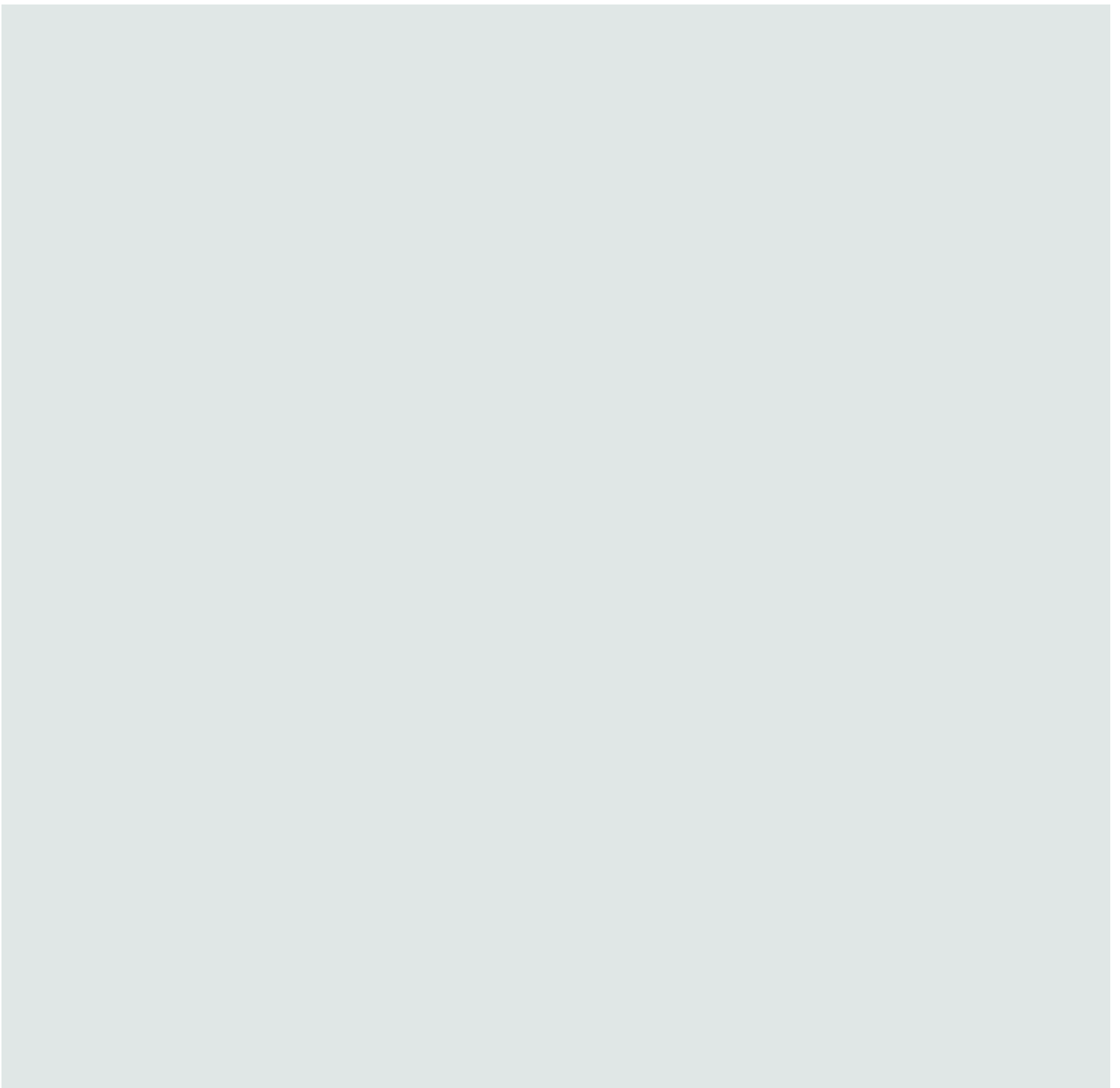


Pub and Restaurant Policy document



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A warm welcome to Zurich

Thank *you* for taking out *your* Pub and Restaurant insurance policy with *us* and welcome to Zurich Insurance plc.

Zurich Insurance plc is a member of a group of companies of which the ultimate parent company is Zurich Insurance Group Ltd, a company registered in Switzerland (Zurich). Zurich has a global network of subsidiaries and offices in North America and Europe as well as in Asia Pacific, Latin America and other markets. Founded in 1872, the Group is headquartered in Zurich, Switzerland. It employs approximately 60,000 people serving customers in more than 170 countries.

At Zurich we have *your* future in mind and look forward to working closely with *you*.

www.zurich.co.uk

Your Pub and Restaurant Policy

This policy is a contract between *you* and *us*.

This policy and any schedule, endorsement and certificate should be read as if they are one document.

We will insure *you* under those sections stated in the schedule during any period of insurance for which we have accepted *your* premium. *Our* liability will in no case exceed the amount of any sum insured or limit of liability stated in this policy, the schedule or any endorsement to this policy.

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

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

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

Law applicable to this contract

Not applicable to section F

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

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

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

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

How we use personal information

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

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

We may use personal information for underwriting and claims purposes, statistical analysis, management information, market research, audits on the handling of claims, systems integrity testing, and risk management. We will only share personal information as described in this notice or where we are required or allowed to do so by law.

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

Policy administration

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

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

Claims history

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

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

This helps to check information provided and prevent fraudulent claims.

Fraud prevention and detection

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

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

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

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

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

Data protection rights

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

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

Helpline numbers

The following services are provided by DAS Law Limited and/or a preferred law firm on behalf of DAS Legal Expenses Insurance Company Limited (*DAS, we, us or our* for the purposes of these services).

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

If *you* have a complaint about the service or about the way *you* have been treated, please write to: DAS Customer Relations Department at:

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

Alternatively *you* can contact *DAS* by telephone on: 0117 934 0066, or email: customerrelations@das.co.uk.

Commercial Legal Assistance

Legal advice and protection for your business

Helpline services

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

Legal advice helpline

Call 0344 893 9022 when you require legal advice

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

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

Our 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, *we* will refer *you* to one of *our* 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, *we* will call *you* back.

Tax advice service

Call 0344 893 9022 when you require tax advice

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

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

Counselling service

Call 0344 893 9025 for confidential counselling

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

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

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

Health and medical information service

Call 0344 893 9022 for health and medical information

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

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

Business Assistance

Call 0344 893 9022 when you require business assistance

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

Online law guide and document drafting

DAS Employment Manual

Visit www.das.co.uk and click on the Employment Manual icon

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

DASbusinesslaw

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

Using www.dasbusinesslaw.co.uk *you* can create ready-to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by *you* using *our* 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. Details of how to access DASbusinesslaw will be included with *your* policy documentation.

Meaning of words

Certain words in the policy have special meanings. These meanings are given below or defined at the beginning of the appropriate section or sub-section. To help *you* identify these words in the policy we have printed them in italics throughout.

Average

If, at the time of the *damage*, the sum insured is less than the full reinstatement value of the property insured the amount we will pay will be reduced in proportion to the amount of the underinsurance.

For the avoidance of doubt solely in respect of the application of *average* to any item under this policy clause c) iii) of General Condition 1 will not apply.

Bodily Injury

Death, injury, illness or disease.

Buildings

The buildings of the *premises* shown in the schedule comprising:

- a) the Pub and Restaurant and residential accommodation and any outbuildings used in connection with the *business* or for domestic purposes
- b) landlord's fixtures and fittings.

Business

The business shown in the schedule including:

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

Damage

Loss or damage.

Employee

Any of the following people working for *you* in connection with *your business*:

- a) anyone who has entered into or works under a contract of service or apprenticeship with *you*
- b) any labour only subcontractor or anyone employed by them
- c) any self-employed person
- d) anyone who is engaged under a Work Experience Scheme or similar scheme
- e) anyone who is hired or borrowed by *you*.

Excess

Where an excess is shown in the schedule, any section of this policy or any endorsement attached to the policy, the amount for which *you* will be responsible will be deducted from all claims for *damage* to material property after all other terms and conditions have been applied.

Premises

The *buildings* and the land within the boundaries belonging to them.

We, Us or Our (This meaning does not apply to section F). Zurich Insurance plc.

You or Your

The person, people or the company shown in the schedule as the Insured.

Section A – buildings

Property Insured

For the purposes of this section *buildings* includes walls, gates and fences around the *buildings* and belonging to them.

The cover

	What is insured	What is not insured
Buildings	<p>The <i>buildings</i> are insured against <i>damage</i> caused by the events in paragraph 1-10.</p>	
	<p>1 Fire, lightning, explosion or earthquake.</p>	
	<p>2 Theft or attempted theft.</p>	<p><i>Damage</i> caused by theft or attempted theft not involving entry to or exit from the <i>buildings</i> by forcible and violent means.</p>
	<p>3 Riot or civil, labour or political disturbances or vandals or malicious people.</p>	<p><i>Damage</i> caused:</p> <ul style="list-style-type: none">• by theft or attempted theft• through confiscation, destruction or requisition by order of the Government or any Public Authority. <p><i>Damage</i> resulting from stoppage of work.</p>
	<p>4 Storm or flood.</p>	<p><i>Damage</i>:</p> <ul style="list-style-type: none">• caused by frost, subsidence, ground heave or landslip• to gates and fences• due to a change in the water table level.
	<p>5 Escape of water from fixed water apparatus.</p> <p>We will also pay for <i>damage</i> to any fixed water apparatus caused by freezing or forcible or violent bursting.</p>	

What is insured

6 Impact by aircraft or other aerial devices, any vehicle or articles falling from them or by animals.

7 Falling aerials, aerial fittings or masts.

8 Leakage of fuel oil used solely for domestic purposes in connection with the *buildings*.

9 Leakage of beer from fixed tanks, pipes or apparatus.

10 Subsidence, ground heave or landslip.

Provided that *you* must give *us* immediate notice in the event of building, demolition or excavation operations being commenced on any adjoining site. In such event we shall have the right to vary or cancel the cover provided by the policy for *damage* caused by subsidence, ground heave or landslip.

11 The insured events 1-10 of section A are extended to include *damage* from any cause which is not excluded by the terms, conditions and limitations of the policy.

What is not insured

Damage arising from the erection, dismantling, repair or maintenance of such apparatus.

Damage

- caused by the settlement or movement of made up ground or by coastal or riverbank erosion
 - occurring while the *buildings* or any part of the *buildings* is in the course of erection, demolition, structural alteration or structural repair
 - caused by normal settlement or bedding down of structures within two years of completion or during the contract maintenance period whichever is the longer.
-

Any *damage* which is not insured under events 1-10 of section A.

Damage caused by or happening through:

- a) faulty or defective design materials handling or workmanship, inherent fault or defect, undiscovered defect, gradual deterioration or wear and tear. This shall not exclude subsequent accidental loss, destruction or *damage* resulting from another cause which happens afterwards and is not otherwise excluded
- b) i) collapse or cracking of *buildings*

What is insured

What is not insured

- ii) corrosion, rust, change in temperature, dampness, wet or dry rot, shrinkage, evaporation, loss of weight, loss of any liquid by leakage of its container, moth, vermin, insects, marring or scratching
- iii) change in colour, flavour, texture or finish

but this shall not exclude such *damage* if resulting from a cause which is not otherwise excluded

- c) theft or attempted theft
- d) acts of fraud or dishonesty
- e)
 - i) disappearance, unexplained or inventory shortage, misfiling or misplacing of information
 - ii) cracking, fracturing, collapse or overheating of boilers economisers, vessels, tubes or pipes, nipple leakage and/or the failure of welds of boilers

but this shall not exclude:

- a) such *damage* if resulting from a cause which is not otherwise excluded
 - b) subsequent *damage* if resulting from another cause which happens afterwards and is not otherwise excluded.
- f) subsidence, ground heave or landslip
- g) any process of cleaning, repairing, restoring, cutting, preparation or fitting
- h) wind, rain, hail, sleet, snow, flood or dust to moveable property in the open
- i) felling or lopping trees.

Damage to:

- a) property in transit
 - b) property or structures in course of construction or erection and materials or supplies in connection with all such property
 - c) gates or fences.
-

What is insured

12 Accidental *damage* to underground cables, pipes or tanks servicing the *buildings* for which *you* are responsible.

Glass

13 Accidental breakage of fixed glass in windows, doors, showcases, counters and shelves for which *you* are responsible in the *premises*

The most we will pay is the cost of replacing broken glass with glass of similar quality or as otherwise recommended by the British Standard Code of Practice BS 6262.

We will also pay for:

- the cost of boarding up until the broken glass is replaced
- *damage* to frames and framework of any description and the cost of removing or replacing any trade contents which may have to be removed to replace the glass.

The most we will pay is £500.

What is not insured

Any consequential damage.

Silvering, lettering, bending or ornamenting glass in excess of £1,000 any one loss.

Breakage of cracked or scratched glass.

Damage resulting from repairs or alterations to the *premises*.

Sanitaryware

14 Accidental breakage of fixed sanitaryware at the *premises* for which *you* are responsible.

Damage resulting from repairs or alterations to the *premises*.

Rent

15 If the *building* is made uninhabitable by *damage* from any cause insured by this section, we will pay for loss of rent, until the *building* is repaired or reinstated.

The most we will pay is 15% of the sum insured on *buildings*. The work of repair or reinstatement must be done without delay

	What is insured	What is not insured
Property Owners Liability	<p>16 Any amounts which <i>you</i>, as owner of the <i>premises</i> become legally liable to pay as compensation for an accident, occurring during the period of insurance, which causes <i>bodily injury</i> to a person or <i>damage</i> to property.</p> <p>The most we will pay for any claim or claims arising from any one event is £2,000,000 plus costs agreed by <i>us</i> in writing.</p> <p><i>Your</i> legal liability under Section 3 of The Defective Premises Act 1972 or Section 5 of The Defective Premises (Northern Ireland) Order 1975 in connection with any Pub and Restaurant <i>premises</i> which have been disposed of by <i>you</i>. Provided that <i>you</i> have no other more specific insurance in force.</p> <p>The most we will pay for any one claim or claims arising from any one event is £2,000,000 plus costs agreed by <i>us</i> in writing.</p>	<p>Any liability:</p> <ul style="list-style-type: none"> • arising from an agreement which imposes a liability which <i>you</i> would not otherwise have been under • arising from the occupation of the <i>premises</i> • for damage to property owned or held in trust by <i>you</i> or in <i>your</i> custody or control • for <i>bodily injury</i> to any <i>employee</i> • for the cost of remedying any defect or alleged defect in the <i>premises</i> • for any <i>damage, bodily injury</i>, cost or expense directly or indirectly caused by or contributed to by arising out of asbestos, asbestos fibres or any derivatives of asbestos.
Trace and access	<p>In the event of <i>damage</i> by an event in paragraphs 5, 8 or 9 we will also pay for:</p> <ul style="list-style-type: none"> • costs and expenses incurred in locating the source of the <i>damage</i> • costs and expenses incurred in repairing any <i>damage</i> caused in locating the source of the <i>damage</i>. <p>The most we will pay is £2,500.</p>	
Settling claims	<p>We will pay the full cost of repair or reinstatement of the damaged part of the <i>buildings</i> provided that the work is done without delay or at <i>our</i> option we will arrange for the work to be carried out. However, we will take off an amount for wear and tear if the <i>buildings</i> are in a poor state of repair or decoration.</p> <p>We will not pay for repair or reinstatement to a condition better or more extensive than the condition of the <i>buildings</i> when new.</p>	
Average	<p>The sum insured under each <i>building</i> is separately subject to <i>average</i>.</p>	

Additional costs We will pay the necessary and reasonable expenses that *you* incur in repairing or reinstating the *buildings* following *damage* insured under this section, namely:

- fees to architects, surveyors, consulting engineers and others
- the cost of clearing the site and making it and the *premises* safe
- the cost of complying with any government or local authority requirement following *damage* unless *you* were given notice of the requirement before the *damage*.

We will not pay:

- fees for preparing a claim under this section
- for the cost of undamaged parts of the *buildings* (except the foundations of the damaged parts)
- the cost of work stipulated in any notice already served upon *you*
- costs or expenses incurred in removing debris other than from the *premises* and the area immediately adjacent
- costs or expenses arising from pollution or contamination of property not insured by this policy.

Limits The most we will pay for *damage* to the *buildings*, including additional costs, is the sum insured under section A.

Automatic reinstatement of the sum insured We will automatically reinstate the sum insured upon notification of a claim to *us* unless *we* give *you* written notice to the contrary.

Provided that *you*:

- pay the appropriate additional premium
- take immediate steps to carry out any amendments in the protection of the *premises* that *we* may require.

The most we will reinstate in any one period of insurance is the sum insured.

Index-linking (This will only apply if shown in the schedule).

We will automatically adjust the sum insured in line with changes in suitable indices of cost. This adjustment will continue after any insured *damage* if the repairs or reinstatement are done without delay.

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

Selling your buildings If *you* are selling *your building* we will insure the buyer up to the date the contract is completed unless he has arranged his own insurance. The buyer must keep to the terms and conditions of the policy.

Excess The excess applicable under this section is shown in the schedule attached to the policy.

Special Exclusion applying to section A

Damage caused by pollution or contamination is not insured except (unless otherwise excluded) *damage* to the property insured caused by:

- pollution or contamination which itself results from any of the insured events 1-6 under this section
- any of insured events 1-6 under this section which itself results from pollution or contamination.

Your attention is drawn to the Conditions and Exclusions section of this policy.

Section B – trade contents

Meaning of Words

Trade contents

- 1 Stock in trade and goods in trust
- 2 Trade fixtures and fittings, machinery and all other contents including:
 - the Pub and Restaurant front and, if fixed to the *buildings*, any external signs, fitments and blinds
 - any telephone installation, gas or electricity meter
 - business books for their value as stationery plus the cost of clerical labour to reproduce them
 - *your* pedal cycles, clothing, and personal effects or those of *your employees* up to £500 any one person
 - computer systems records for the cost of the materials and of clerical labour and computer time in reproducing them. The most we will pay is £10,000
 - tenants improvements and decorationsall contained in the *buildings* and belonging to *you* or for which *you* are responsible.

The following property is not included as *trade* contents:

- glass in the Pub and Restaurant front
- personal belongings comprising jewellery and furs
- landlord’s fixtures and fittings
- motor vehicles and their accessories
- livestock
- deeds, bonds, bills of exchange, promissory notes, securities, medals, coins or stamps forming part of a collection
- documents, manuscripts, plans, patterns, models, moulds or designs
- any cost in connection with producing information to be recorded in documents, manuscripts, business books or computer systems records
- explosives
- cash, cheques, stamps or banknotes except as provided for elsewhere in this section
- property more specifically insured

The cover

What is insured

Trade contents

The *buildings* are insured against *damage* caused by the events in paragraph 1-10.

- 1 Fire, lightning, explosion or earthquake.

What is not insured

What is insured

- 2 a) Theft or attempted theft. *We* will also pay for *damage* to the Pub and Restaurant where *you* are legally responsible for it.
- b) Robbery or attempted robbery committed in the *premises*.

Provided that:

- i) all existing devices for securing the *buildings* of the Pub and Restaurant are put into full and effective operation at night and whenever the Pub and Restaurant is left unattended
- ii) the drawer of any cash register is left open whenever the Pub and Restaurant is closed for *business* or left unattended.
-

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

- 4 Storm and flood.
-

- 5 Escape of water from fixed water apparatus.
-

- 6 Impact by aircraft or other aerial devices, by any vehicle and articles falling from them or by animals.
-

What is not insured

Damage caused by theft or attempted theft not involving entry to or exit from the *buildings* by forcible and violent means.

Damage caused, or contributed to, by any of *your employees*.

Damage caused:

- by theft or attempted theft
- through confiscation, destruction or requisition by order of the Government or any Public Authority.

Damage resulting from stoppage of work.

Damage:

- caused by frost, subsidence, ground heave or landslip
 - to stock in trade or goods in trust in the lowest storey of the *buildings* unless placed on racks, shelves or stillages at least 15 centimetres above floor level
 - due to a change in the water table level.
-

Damage to stock in trade or goods in trust in the lowest storey of the *buildings* unless placed on racks, shelves or stillages at least 15 centimetres above floor level.

What is insured

7 Falling aerials, aerial fittings or masts.

8 Leakage of fuel oil used solely for domestic purposes in connection with the *buildings*.

9 Leakage of beer from fixed tanks, pipes or apparatus.

10 Subsidence, ground heave or landslip.

Provided that *you* must give *us* immediate notice in the event of building, demolition or excavation operations being commenced on any adjoining site. In such event we shall have the right to vary or cancel the cover provided by the policy for *damage* caused by subsidence, ground heave or landslip.

11 The insured events 1-10 of section B and additional covers 17 and 20 of section B are extended to include *damage* from any cause which is not excluded by the terms, conditions and limitations of the policy.

What is not insured

Damage caused by the erection, dismantling, repair or maintenance of such apparatus.

Damage:

- caused by the settlement or movement of made up ground or by coastal or riverbank erosion
 - occurring while the *buildings* or any part of the *buildings* is in the course of erection, demolition, structural alteration or structural repair
 - caused by normal settlement or bedding down of structures within two years of completion or during the contract maintenance period whichever is the longer.
-

Any *damage* which is not insured under events 1-10 of section B and additional covers 17 and 20 of section B.

Damage caused by or happening through:

- a) faulty or defective design materials handling or workmanship, inherent fault or defect, undiscovered defect, gradual deterioration or wear and tear.

This shall not exclude subsequent accidental loss, destruction or *damage* resulting from another cause which happens afterwards and is not otherwise excluded

- b) i) collapse or cracking of *buildings*
- ii) corrosion, rust, change in temperature, dampness, wet or dry rot, shrinkage, evaporation, loss of weight, loss of any liquid by leakage of its container, moth, vermin, insects, marring or scratching

What is insured

What is not insured

iii) change in colour, flavour, texture or finish

but this shall not exclude such *damage* if resulting from a cause which is not otherwise excluded

c) theft or attempted theft

d) acts of fraud or dishonesty

e) i) disappearance, unexplained or inventory shortage, misfiling or misplacing of information

ii) cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes or pipes, nipple leakage and/or the failure of welds of boilers

but this shall not exclude:

a) such *damage* if resulting from a cause which is not otherwise excluded.

b) subsequent *damage* if resulting from another cause which happens afterwards and is not otherwise excluded.

f) subsidence, ground heave or landslip

g) any process of cleaning, repairing restoring, cutting, preparation or fitting

h) wind, rain, hail, sleet, snow, flood or dust to moveable property in the open

i) felling or lopping trees.

Damage to:

a) property in transit

b) property or structures in course of construction or erection and materials or supplies in connection with all such property

c) gaming machines and the baize playing surface of games tables when in use.

What is insured

What is not insured

Additional Cover

Glass	<p>12 Accidental breakage of fixed glass in windows, doors, showcases, counters and shelves for which <i>you</i> are responsible in the Pub and Restaurant <i>premises</i>.</p> <p>The most we will pay is the cost of replacing broken glass with glass of similar quality or as otherwise recommended by the British Standard Code of Practice BS 6262.</p> <p>We will also pay for:</p> <ul style="list-style-type: none">• the cost of boarding up until the broken glass is replaced• <i>damage</i> to the <i>trade contents</i> caused by breakage of glass in the Pub and Restaurant front• <i>damage</i> to frames and framework of any description and the cost of removing or replacing any <i>trade contents</i> which may have to be removed to replace the glass. <p>The most we will pay is £500.</p>	<p>Silvering, lettering, bending or ornamenting glass in excess of £1,000 any one loss.</p> <p>Breakage of cracked or scratched glass.</p> <p><i>Damage</i> resulting from repairs or alterations to the <i>premises</i>.</p>
Sanitaryware	<p>13 Accidental breakage of fixed sanitaryware at the <i>premises</i> for which <i>you</i> are responsible.</p>	<p><i>Damage</i> resulting from repairs or alterations to the <i>premises</i>.</p>
Seasonal increase	<p>14 The sums insured by items 1, 2 and 4 of the schedule of section B will be automatically increased each year by 30%:</p> <ul style="list-style-type: none">• during November and December• for 30 days before Easter Day• or for any other three month period to which we agree in writing.	

Additional costs

Property temporarily removed	<p>We will pay for <i>damage</i> to <i>trade contents</i> whilst temporarily removed for cleaning, renovation, repair or similar purposes by an event in paragraphs 1-11.</p> <p>Provided that the <i>trade contents</i> remain within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.</p> <p>We will not pay for:</p> <ul style="list-style-type: none">• stock or goods in trust• <i>your</i> belongings or those of <i>your employees</i>• <i>damage</i> caused by storm or flood whilst in the open. <p>The most we will pay is 15% of the sum insured by item 3 of section B as specified in the schedule.</p>
Exhibition cover	<p>We will pay for <i>damage</i> by an event in paragraphs 1-11 to <i>trade contents</i> belonging to <i>you</i> or for which <i>you</i> are responsible whilst at exhibitions within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.</p> <p>We will not pay for <i>your</i> personal belongings or those of <i>your employees</i>, directors or visitors.</p> <p>The most we will pay is £2,500.</p>
Theft of keys	<p>We will pay for the necessary replacement of locks following the loss of keys to the <i>buildings</i> or to any safe or strongroom in the <i>buildings</i> by theft from:</p> <ul style="list-style-type: none">• the <i>buildings</i>• the home of any <i>employee</i> or director. <p>Provided that if the keys are to a safe, they are not left in the <i>buildings</i> overnight.</p> <p>The most we will pay is £1,000.</p>
Loss of metered water	<p>We will pay excess water charges demanded from <i>you</i> by the water supply authority following loss of metered water as a result of <i>damage</i> to fixed water pipes, apparatus and tanks by an event in paragraphs 1-11 provided that <i>you</i> keep a written record of readings from the water supply authority meter at intervals of not less than seven days.</p> <p>The most we will pay is £2,500.</p>
Trace and access	<p>In the event of <i>damage</i> by an event in paragraphs 5,8 or 9 we will also pay for:</p> <ul style="list-style-type: none">• costs and expenses incurred in locating the source of the <i>damage</i>• costs and expenses incurred in repairing any <i>damage</i> caused in locating the source of the <i>damage</i> <p>The most we will pay is £2,500</p> <p>We will pay for costs and expenses incurred for removing debris of the <i>trade contents</i> following <i>damage</i> by any of the events in paragraphs 1-11.</p>

Debris removal costs	<p>We will not pay for:</p> <ul style="list-style-type: none"> • costs or expenses incurred in removing debris other than from the <i>premises</i> and the area immediately adjacent • costs or expenses arising from pollution or contamination of property not insured by this policy.
Settling claims	<p>In the event of <i>damage</i> by an event in paragraphs 1-11 to the property insured:</p> <ul style="list-style-type: none"> • by item 3 of section B as specified in the schedule we will pay the full cost of repair or reinstatement of the property to a condition equal to but not better than its condition when new, provided that the cost is incurred • under any other item in section B as specified in the schedule we will indemnify <i>you</i> either by payment, repair, or at <i>our</i> option, reinstatement.
Average	The sums insured by this section are subject to <i>average</i> .
Limits	The most we will pay under any item is the sum insured applicable to that item.
Automatic reinstatement of the sum insured	<p>We will automatically reinstate the sum insured upon notification of a claim to <i>us</i> unless we give written notice to the contrary.</p> <p>Provided that:</p> <ul style="list-style-type: none"> • <i>you</i> pay the appropriate additional premium • <i>you</i> take immediate steps to carry out any amendments in the protections of the <i>premises</i> that we may require. <p>The most we will reinstate in any one period of insurance is the sum insured.</p>
Index linking	<p>(This will only apply if shown in the schedule)</p> <p>We will automatically adjust the sums insured under section B in line with changes in suitable indices of cost.</p> <p>These adjustments will continue after any insured <i>damage</i> if the repairs or reinstatement are done without delay.</p> <p>We will not charge any extra premium during the period of insurance, but at the end of the period we will work out the renewal premium on the revised sums insured.</p>
Excess	The excess applicable under this section is shown in the schedule attached to the policy.

Money 15

Meaning of words

Money

Cash, bank and currency notes, postal orders, cheques, banker's drafts, bills of exchange, unused units in postage stamp franking machines, postage stamps, revenue stamps, National Savings certificates, National Insurance stamps, stamped or franked National Insurance cards, Holiday-with-Pay stamps, Premium Savings bonds, luncheon vouchers, trading stamps, credit card sales vouchers, consumer redemption vouchers, National Health Prescriptions and gift tokens accepted by *you* and VAT purchase invoices, all pertaining to the *business* and belonging to *you* or for which *you* are responsible.

Business Hours

Any time when *you* or any of *your employees* or directors with responsibility for *money* are in the *business* portion of *your premises* for the purpose of *your business*.

The cover

What is insured

Physical *damage* to:

- *money*
- safes or strongrooms which normally contain *money* caused by theft or attempted theft.

Provided that:

- a) whenever the Pub and Restaurant is unattended any safe containing *money* is securely locked and all keys to that safe are removed from the *premises* or kept on *your person* or one of *your employees*
 - b) *you* keep a complete record of *money* in transit and on *your premises* and deposit that record in a secure place other than a safe or strongroom containing *money*
 - c)
 - where *money* in transit insured by item (i) exceeds £2,000 it must be accompanied by at least two able-bodied adults.
 - where *money* in transit insured by item (i) exceeds £4,000 it must be accompanied by at least three able-bodied adults.
-

What is not insured

Loss from any unattended road vehicle.

Damage caused by or due to:

- the dishonest acts of any *employee* not discovered within 14 days of the occurrence
- clerical or accounting errors.

Damage to *money* belonging to the Post Office Corporation.

The most we will pay is listed as follows:

For *money* in the form of crossed cheques, postal orders, crossed bankers' drafts, credit card sales vouchers, Premium Savings bonds, National Savings certificates, unused units in postage stamp franking machines, stamped or franked National Insurance cards and VAT purchase invoices. £250,000

For *money* in any other form:

i) in transit by <i>you</i> or <i>your employees</i>	£7,500
ii) in transit by post (but no more than £5 per packet while in transit by unregistered post)	£1,000
iii) in any bank night safe	£7,500
iv) in <i>your premises</i> during <i>business hours</i>	£7,500
v) in <i>your premises</i> outside <i>business hours</i> in a locked safe or strongroom	£2,500
vi) in <i>your premises</i> outside <i>business hours</i> not in a locked safe or strongroom	£250
vii) in <i>your home</i> or that of any authorised <i>employee</i>	£500
viii) elsewhere	NIL

**Malicious
Attack 16**

We will pay the sum or sums set out in the Table of Benefits shown below if *you* or any *employee* sustain *bodily injury* by violent, external and visible means as a result of malicious attack by anyone stealing or attempting to steal *money* or *trade contents*.

Provided that:

- *you* or any *employee* is engaged on *your business* at the time of the attack
- the *money* or *trade contents* are insured under the policy
- under benefit E we will not pay the benefit for more than 104 weeks
- we will only pay a benefit if death or disablement occurs within twelve months of the date of injury
- if we are satisfied that disability under benefit E is permanent, benefit D shall become payable when benefit E is exhausted. Except for this, we will not pay more than one benefit for the same accident
- we will not pay for more than one benefit for the same period of time
- no benefit shall be paid until its entire amount has been agreed.

Table of Benefits

If physical injury is the only and direct cause of:

A Death	£10,000
B Total loss of one or more limbs	£10,000
C Loss of sight	£10,000
D Permanent total inability to attend to any occupation or <i>business</i>	£10,000
E Temporary total inability to attend to the usual occupation or <i>business</i>	Normal weekly wage or salary up to £100

If any clothing or personal belongings of *you* or an *employee* are damaged as a result of malicious attack by anyone attempting to steal *money* or *trade contents*, we will pay for that loss.

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

**Business
Interruption
and Book
Debts** 17

Meaning of words

Damage

Loss or damage.

Income

The money paid or payable to *you* in the course of *your business* at the Pub and Restaurant *premises* for goods sold or delivered and services provided less the purchase cost of the goods.

Indemnity period

The period during which the results of the *business* are affected as a result of *damage*.

The maximum period for which *we* will pay will not exceed:

- 3 months in respect of a *Notifiable disease*, or arising from murder or suicide at the *premises*
- 24 months in respect of any other claim under this section of the policy

Notifiable disease

Illness sustained by any person resulting from:

- food or drink poisoning
- one of the following specified human infectious or human contagious diseases:
 - Acute encephalitis
 - Acute poliomyelitis
 - Bubonic Plague
 - Anthrax
 - Cholera
 - Diphtheria
 - Dysentery
 - Legionellosis
 - Legionnaires Disease
 - Leprosy
 - Leptospirosis
 - Malaria
 - Measles
 - Meningitis
 - Meningococcal Infection
 - Mumps
 - Ophthalmia neonatorum
 - Paratyphoid fever
 - Rabies
 - Relapsing fever
 - Rubella
 - Scarlet fever
 - Smallpox
 - Tetanus
 - Tuberculosis
 - Typhoid fever
 - Typhus fever
 - Viral hepatitis
 - Viral haemorrhagic
 - Whooping cough
 - Yellow fever

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

Outstanding debit balances

The amounts debited or invoiced to customers as set out in *your* accounts but not paid at the time of the *damage* adjusted for bad debts and any abnormal trading conditions which had or could have had a material effect on *your business*.

Professional accountant's charges

The reasonable charges payable by *you* to *your* professional accountant for producing details that *we* require for any claim.

**Business
Interruption**

The cover

We will pay for the loss of *income* occurring during the *indemnity period* resulting from *damage* caused by any of the insured events 1-13 under this section to any of the following:

- the *trade contents* or glass insured under this section
- the *buildings* of the *premises* shown in the schedule

provided that at the time of the *damage* there shall be an insurance in force covering *your* interest in the property at the *premises* against *damage* and that payment shall have been made or liability admitted under that insurance

- property in the vicinity of the *premises* which prevents or hinders the use of the Pub and Restaurant or access to it.

We will pay:

- the difference between the *income* you would have received during the *indemnity period* if there had been no *damage* and the *income* you actually received during that period
- extra expenses that you necessarily and reasonably incur in order to minimise the interruption or interference with the *business* during the *indemnity period*.

Provided that the expenses incurred are not more than the reduction in *income* which would otherwise have been incurred

- *professional accountant's charges*.

We will take into account in calculating the payment:

- any savings during the *indemnity period* from *business* expenses payable out of *income* which stop or are reduced as a result of the *damage*
- any *income* you earn from conducting the *business* elsewhere during the *indemnity period*.

The definition of *damage* includes:

- 1 a) any occurrence of a *notifiable disease* at the *premises* or attributable to food or drink supplied from the *premises*
- b) any discovery of an organism at the *premises* likely to result in the occurrence of a *notifiable disease*
- c) the discovery of vermin or pests at the *premises* which causes restrictions on the use of the *premises* on the order or advice of the competent local authority
- d) any accident causing defects in the drains or other sanitary arrangements at the *premises* which causes restrictions on the use of the *premises* on the order or advice of the competent local authority
- e) any occurrence of murder or suicide at the *premises*

Provided that the beginning of the *indemnity period* will be:

- i) in the case of a) b) and e), when the incident happens or is discovered
- ii) in the case of c) and d), the date when the restrictions on the *premises* are applied.

For the period specified in the *indemnity period*.

We will not pay for:

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

Supplementary Conditions

- We shall only be liable for the loss arising at those *premises* which are directly affected by the occurrence, discovery or accident.
- You comply with all issues identified as Contraventions arising from a Food Premises Inspection Report within the timescales stated in such report.
- You notify us immediately of any prohibition notice, emergency prohibition notice or emergency prohibition order served against *you* or the manager of the *premises* in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any modifications or re-enactment.

2 *Damage* at any suppliers' *premises* within the United Kingdom.

3 The accidental failure of the public supply of electricity, gas or water at the terminal point of the supply authorities feed to the *premises*. We will not pay for any loss arising from the deliberate act of the supply authority.

Book Debts

If *your* books of account or other business books or records at the *premises* or whilst temporarily removed from the *premises* and within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland including whilst in the post suffer damage by any of the insured events 1-13 of Section B and as a direct result of the damage *you* are unable to trace outstanding debit balances due to *you* we will pay *you*:

- a) the difference between *outstanding debit balances* and the total of the amounts received or traced
- b) additional expenses incurred by *you* with *our* consent in tracing and establishing *outstanding debit balances*
- c) *professional accountants charges*.

Limits

The most we will pay for loss of *income* and Book Debts for any claim or claims arising from any one occurrence is £1,000,000 except for 2 – *damage* at suppliers' *premises*, where the most we will pay is £10,000.

Special Conditions applying to section B – no. 17 – Business Interruption and Book Debts

1. We will not pay if the *business* is permanently discontinued, wound up or carried on by a liquidator or receiver, unless we have agreed to do so.
2. You must keep *your* books of account and other business books and records containing customers accounts in fire resisting safes or fire resisting cabinets of at least two hours fire resistance or store such records elsewhere than at the *premises*.

Special Exclusion applying to section B

(except nos. 17 – Business Interruption and Book Debts, 18 & 19 – Employers’ & Public and Products Liability)

Damage caused by pollution or contamination is not insured except (unless otherwise excluded) *damage* to the *property* insured caused by:

- i) pollution or contamination which itself results from any of the insured events 1-6 under this section
- ii) any of the insured events 1-6 under this section which itself results from pollution or contamination.

Special Exclusion applying to section B

(no. 17 – Business Interruption and Book Debts)

Damage caused by pollution or contamination is not insured except (unless otherwise excluded) *damage* to any property used by *you* at the *premises* for the purpose of the *business* caused by:

- i) pollution or contamination at the *premises* which itself results from any of the insured events 1-6 under this section
- ii) any of the insured events 1-6 under this section which itself results from pollution or contamination.

Employers' Liability

What is insured

18 Your legal liability for *bodily injury* sustained by any *employee* which arises out of and in the course of his employment by *you* in connection with *your business*.

We will pay:

- all sums *you* become legally liable to pay for any claim for damages settled or defended with *our* consent
- claimant's costs and expenses
- all costs and expenses *you* incur with *our* consent in defending any claim for damages
- solicitors' fees *you* incur with *our* consent for:
 - a) representation at any Coroner's Inquest or Fatal Enquiry into any death
 - b) defending in any Court of Summary Jurisdiction any proceedings for any act or omission causing or relating to any one event.

Provided that the *bodily injury* is caused:

- during the period of insurance
- within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

What is not insured

Any Liability:

- for *bodily injury* or disease sustained by any *employee*:
 - i) on any offshore installation or support or accommodation vessel for any offshore installation or
 - ii) in transit to from or between any offshore installation or support or accommodation vessel
 - for which compulsory motor insurance or security is required under either of the following:
 - i) the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992
 - ii) the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993
- or any other Compulsory Road Traffic Legislation.

Limit of Liability

The most we will pay other than any limit otherwise stated is £10,000,000 for any one claim against *you* or by *you* or series of claims against *you* or by *you* arising out of one cause.

The most we will pay under this Policy in respect of any one claim against *you* or by *you* or series of claims against *you* or by *you* arising directly or indirectly from TERRORISM shall be £5,000,000.

For the purpose of this section of the policy only, TERRORISM means:

- a) any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division of any nation, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
 - 1) involves violence against one or more persons; or
 - 2) involves *damage* to property; or
 - 3) endangers life other than that of the person committing the action; or

- 4) creates a risk to health or safety of the public or a section of the public; or
 - 5) is designed to interfere with or to disrupt an electronic system
- b) any action in controlling, preventing, suppressing, retaliating against, or responding to any act, or preparation in respect of action, or threat of action described in a) above.

The amount shall be inclusive of:

- i) all legal costs and other expenses incurred by any claimant or claimants
- ii) all legal costs and other expenses incurred in defending any claim or claims.

Where we agree to indemnify more than one party then nothing in this Policy shall increase *our* liability to pay any amount in respect of one claim or series of claims in excess of the amount stated above.

What is insured

What is not insured

Extensions to the Employers' Liability cover

Health and Safety at Work etc. Act 1974

All legal fees or expenses reasonably incurred by the solicitors engaged with *our* consent to act for, or on behalf of, any of *your employees* or directors to defend a criminal charge brought under:

- i) Section 36 or 37 of the Health and Safety at Work etc. Act 1974 for an offence as defined in Section 33 of that Act
- ii) Article 34 of the Health and Safety at Work Act (Northern Ireland) Order 1978 for an offence as defined in Article 31 of that order occurring during the period of insurance and arising out of their employment by *you* in connection with *your business*.

Provided that:

- this extension shall apply only to proceedings brought within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- the *employee* tells *us* immediately if any summons or other legal process is served upon him and of any event that may give rise to legal proceedings against him.

Legal fees and expenses relating to the charge if the charge concerns any deliberate or intentional criminal act or omission by *your employee*.

Any fines or penalties.

Any part of the cost of any investigation or inquiry other than a solicitor's investigation restricted to the charge.

**Corporate
Manslaughter
and Corporate
Homicide Act
2007**

We will indemnify *you* against costs and expenses incurred with *our* prior written consent in the defence of any criminal proceedings arising from an alleged breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the period of insurance in the course of the *business* including any appeal against conviction arising from such proceedings.

Proceedings brought outside the territorial limits.

This extension shall not apply:

- a) where proceedings relate to any deliberate or intentional act or omission
- b) to fines or penalties of any kind.

The defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work etc. Act 1974 or any regulations made thereunder.

Defence costs available from any other source or provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance.

Provided that:

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

	What is insured	What is not insured				
Unsatisfied Court Judgements	<p>If any <i>employee</i> or his personal representatives obtains a judgement for damages for <i>bodily injury</i> against any Company or individual operating from <i>premises</i> within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and that judgement remains unpaid for more than six months we will pay to the <i>employee</i> or his personal representatives, at <i>your</i> request, the amount of any unpaid damages and awarded costs.</p> <p>Provided that:</p> <ul style="list-style-type: none"> the <i>bodily injury</i>: <ul style="list-style-type: none"> i) is caused during the period of insurance ii) arises out of and in the course of his employment in <i>your business</i> there is no appeal outstanding if any payment is made under this extension the <i>employee</i> or his personal representatives shall assign the judgement to <i>us</i>. 					
Court Attendance Expenses	<p>We will pay <i>you</i> the rates shown below if any such people are required to attend court as a witness at <i>our</i> request, in connection with a claim for which insurance is provided under this section:</p> <table border="0"> <tr> <td>i) <i>you</i> or <i>your</i> partner or director</td> <td>£250 per day</td> </tr> <tr> <td>ii) any <i>employee</i></td> <td>£100 per day</td> </tr> </table>	i) <i>you</i> or <i>your</i> partner or director	£250 per day	ii) any <i>employee</i>	£100 per day	
i) <i>you</i> or <i>your</i> partner or director	£250 per day					
ii) any <i>employee</i>	£100 per day					
Indemnity to Directors and Employees	<p>If the following people have a claim made against them for which <i>you</i> would be insured by the Employers' Liability cover, we will pay any amounts for which they are legally liable:</p> <ul style="list-style-type: none"> any director or <i>employee</i> any officer, member or <i>employee</i> of <i>your</i> social, sports or welfare organisations or first aid, fire or ambulance services. <p>Provided that</p> <ul style="list-style-type: none"> <i>you</i> request <i>us</i> to do so such people keep to the terms, conditions and limitations of the policy. 					

**Non-Manual
work abroad**

This insurance applies anywhere in the world where *your* directors, *employees* or partners are on temporary visits on *your business* for the purpose of non-manual work.

Provided that they are normally resident in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Private Work

Private work carried out by any *employee* for *you* or any of *your* directors.

All the extensions to the Employers' Liability cover are subject to the following:

- we shall not be liable under these extensions unless we have the sole conduct and control of all claims
- these extensions shall not apply to any liability which is insured under any other policy
- the most we will pay will not increase and we will not pay more than stated
- these extensions are subject to the terms, limitations and conditions of the policy.

**Public
and
Products
Liability**

What is insured

- 19** All sums which *you* shall become legally liable to pay as compensation for:
- accidental *bodily injury* to any person
 - accidental *damage* to material property
 - accidental obstruction, accidental trespass, accidental nuisance or accidental interference with pedestrian, road, rail, air or waterborne traffic
 - charges of wrongful arrest or malicious prosecution being brought against *you* arising out of any allegation of shoplifting or other improper conduct at *your premises* by any person other than an *employee*

occurring during the period of insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in connection with the *business* at the Pub and Restaurant *premises* or arising out of goods or commodities sold, supplied, repaired or serviced in connection with the *business*.

What is not insured

Any liability:

- from accidental *bodily injury* sustained by any *employee* or director in the course of his employment by *you* in connection with the *business*
- arising from professional advice given by *you* for a fee or in circumstances where a fee would normally be charged
- arising out of treatment or the dispensing of medicines or drugs
- which arises from ownership of the *premises*
- for the cost of repairing, replacing, reinstating, rectifying, recalling or guaranteeing the performance of any goods sold, supplied, repaired or serviced in connection with the *business*
- for *damage* to property which belongs to *you* or is held in trust by *you* or borrowed, rented, leased or hired for use by *you*
This shall not apply to:
 - i) personal property (including vehicles and their contents) of *your* visitors, directors or *employees*
 - ii) *buildings* or their contents temporarily occupied by *you* for the purpose of carrying out work
 - iii) *premises* rented, hired, leased or lent to *you* unless the liability attaches solely because of a contract or agreement
- for *damage* to that part of any property upon which *you* or *your* servant or agent has been working, where the *damage* is a direct result of such work
- for liquidated damages, fines or penalties which attach solely because of a contract or agreement

What is insured

What is not insured

- arising from the ownership, possession or use of any mechanically propelled vehicle or mobile plant by *you* or on *your* behalf:
 - i) which is licensed for road use
 - ii) for which compulsory motor insurance or security is required
 - iii) which is more specifically insured

This shall not apply to the loading and unloading of mechanically propelled vehicles or mobile plant unless more specifically insured

- arising out of manual work undertaken away from the Pub and Restaurant *premises* other than collection or delivery by *you* or any of *your employees*.
 - arising from the ownership, possession or use by *you* or on *your* behalf of:
 - i) craft designed to travel through air or space
 - ii) hovercraft or watercraft other than barges, motor launches and non-powered craft used on inland waterways.
 - arising from any products sold, supplied or exported to the United States of America or Canada
-

Limit of Liability

The most we will pay, unless otherwise stated, for all claims made for any one accident or series of accidents occurring in connection with any one event is £2,000,000. For claims arising from commodities or goods sold, supplied, repaired or serviced by *you* or on *your* behalf, the most we will pay for any one period of insurance is £2,000,000. We will also pay all legal costs awarded to any claimant or incurred in defending any claim that is contested with *our* consent.

**Corporate
Manslaughter
and Corporate
Homicide Act
2007**

What is insured

We will indemnify *you* against costs and expenses incurred with *our* prior written consent in the defence of any criminal proceedings arising from an alleged breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the period of insurance in the course of the *business* including any appeal against conviction arising from such proceedings.

What is not insured

Proceedings brought outside the territorial limits.

This extension shall not apply:

- a) where proceedings relate to any deliberate or intentional act or omission
- b) to fines or penalties of any kind.

The defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work etc. Act 1974 or any regulations made thereunder.

Defence costs available from any other source or provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance.

This extension is subject to the following:

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

**Motor
Contingent
Liability**

What is insured

Extensions to the Public Liability cover

All sums which *you* shall become legally liable to pay as compensation for:

- accidental *bodily injury* contracted by any person
- accidental *damage* to material property arising out of the use of any motor vehicle being used in connection with *your business*.

What is not insured

Any liability:

- arising from the use of a motor vehicle which *you* own or provide
 - for any *damage* to the vehicles or goods carried in them
 - arising while the vehicle is being driven by any person who, to *your* knowledge, does not hold a driving licence unless that person has held one and is not disqualified from holding one
 - more specifically insured under another policy
 - arising outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
 - attaching to any person other than *you*.
-

**Environmental
Clean Up Costs**

Meaning of words

Clean Up Costs

- a) Testing for or monitoring of *Pollution or Contamination*
- b) the costs of *remediation* required by any *Enforcing Authority* to a standard reasonably achievable by the methods available at the time that such *remediation* commences.

Remediation

Remedying the effects of *Pollution or Contamination* including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

Enforcing Authority

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

Pollution or Contamination

- a) All pollution or contamination of *buildings* or other structures or of water or land or the atmosphere; and
- b) all loss or damage or *bodily injury* directly or indirectly caused by such pollution or contamination.

What is insured

All sums insured which *you* shall become legally liable to pay as compensation for *Clean Up Costs* arising from environmental damage caused by *Pollution or Contamination* where such liability arises under an environmental directive, statute or statutory instrument.

Provided that:

- a) liability arises from *Pollution or Contamination* caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance. All *Pollution or Contamination* which arises out of one incident shall be deemed to have occurred at the same time such incident takes place
- b) *our* liability under this Extension shall not exceed £1,000,000 for any one occurrence and in the aggregate in any one period of insurance and will be the maximum we will pay inclusive of all costs and expenses.
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified

What is not insured

Any liability:

- in respect of Clean Up Costs for *damage* to *your* land, *premises*, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the *your* care, custody or control
 - for *damage* connected with pre-existing contaminated property
 - for *damage* caused by a succession of several events where such individual event would not warrant immediate action
 - in respect of removal of any risk of an adverse effect on human health on *your* land, *premises*, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the *your* care, custody or control
 - in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
 - in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being *Pollution or Contamination* caused by a sudden, identifiable, unintended and unexpected incident
 - for *damage* resulting from an alteration to subterranean stores of groundwater or to flow patterns
 - in respect of costs for the reinstatement or reintroduction of flora or fauna
 - for *damage* caused deliberately or intentionally by *you* or where *you* have knowingly deviated from environmental protection rulings or where *you* have knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which they are responsible
 - in respect of fines or penalties of any kind
-

What is insured

What is not insured

- for *damage* caused by the ownership or operation on behalf of *you* of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
 - for *damage* which is covered by a more specific insurance policy
 - for *damage* caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
 - for *damage* caused by disease in animals belonging to or kept or sold by *you*.
-

Cross Liabilities

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

Health and Safety at Work etc. Act 1974

We will pay, at *your* request, all legal fees and expenses incurred in the defence of any criminal proceedings brought against *you* or one of *your employees* or directors for a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, including legal costs and expenses incurred with *our* consent in an appeal against conviction.

**Personal
Liability
during visits
abroad**

What is insured

The personal liability of:

- *you*
- any *employee* or director
- the family of any *employee* or director while accompanying such a person during temporary visits anywhere in the world in connection with *your business*.

Provided that such persons listed above shall keep to the terms, limitations and conditions of this policy as they apply to the public liability cover.

What is not insured

Any liability:

- arising from any contract or agreement which imposes a liability that *you* would not otherwise have been under
 - arising from the ownership or occupation of any land or *buildings*
 - arising from the carrying on of any trade or profession
 - arising from the ownership, possession or use of:
 - i) firearms other than sporting guns
 - ii) mechanically propelled vehicles
 - iii) craft designed to travel through air and space
 - iv) hovercraft or watercraft
 - v) animals of dangerous species
 - arising from *damage* to property owned or held in trust by:
 - i) *you*
 - ii) any *employee* or director
 - iii) the family of any *employee* or director whilst accompanying such people during temporary visits anywhere in the world in connection with *your business*
 - for accidental *bodily injury* contracted by:
 - i) *you*
 - ii) any *employee* or director
 - iii) the family of any *employee* or director whilst accompanying such people during temporary visits anywhere in the world in connection with *your business*.
-

	What is insured	What is not insured
Indemnity to Directors and Employees	<p>If the following people have a claim made against them for which <i>you</i> would be insured by the Public Liability cover, <i>we</i> will pay for any amounts for which they are legally liable:</p> <ul style="list-style-type: none"> • any director or <i>employee</i> • any officer, member or <i>employee</i> of <i>your</i> social, sports or welfare organisations or first aid, fire or ambulance services. <p>Provided that:</p> <ul style="list-style-type: none"> • <i>you</i> request <i>us</i> to do so • such people shall keep to the terms, conditions and limitations of this policy 	
Private Work	Private work carried out by any <i>employee</i> for <i>you</i> or any of <i>your</i> directors.	
Non-Manual work abroad	This insurance applies anywhere in the world where <i>your</i> directors, <i>employees</i> or partners are on temporary visits on <i>your business</i> for the purpose of non-manual work. Provided that they are normally resident in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.	
Data Protection Act	<i>We</i> will pay all sums <i>you</i> become legally liable to pay under Section 13 of the Data Protection Act 1998 in accordance with personal data held by <i>you</i> .	<p>Fines or penalties.</p> <p>The cost of replacing, reinstating, rectifying or erasing any personal data.</p>

**Consumer
Protection
Act 1987**

What is insured

We will, at *your* request, pay all legal expenses or fees reasonably incurred in defending any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 including costs and expenses incurred with *our* consent in an appeal against conviction.

Provided that:

- the alleged breach occurs during the period of insurance
- the criminal proceedings relate to an offence committed in the course of *your business*
- the proceedings are brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- we have sole conduct and control of all claims
- *you* or any *employee* shall tell *us* immediately if any summons or other process is served upon *you* or any *employee* and of any event that may give rise to proceedings against such people.

The most we will pay is £25,000.

What is not insured

Legal fees or expenses where *you* or *your employee* are insured by another policy.

Legal fees or expenses where proceedings are for any deliberate or intentional criminal act or omission by *you* or any *employee*.

Legal costs and expenses which *you* or any *employee* may be ordered to pay by a court of criminal jurisdiction for any deliberate or intentional criminal act or omission of *you* or any *employee*.

Fines or penalties.

The cost of any investigation or enquiry other than a solicitor's investigation restricted to criminal proceedings as defined in this sub-section.

All the extensions to the Public Liability cover are subject to the following:

- we shall not be liable under these extensions unless we have the sole conduct and control of all claims
- these extensions shall not apply to any liability which is insured under any other policy
- the most we will pay will not increase and we will not pay more than stated
- these extensions are subject to the terms limitations and conditions of the policy.

Special Condition applying to no. 19 of section B – Public and Products Liability

Liability arising from Pollution or Contamination is not insured unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance.

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

The most we will pay for all claims arising from Pollution or Contamination which is deemed to have occurred during the period of insurance is £2,000,000. Provided that the most we will pay will not increase and we will not pay more than the limit stated under No. 19 of section B.

For the purpose of this condition “Pollution or Contamination” shall mean:

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

What is insured

What is not insured

Tenant’s Liability

20 (this does not apply if *you* are the owner of the *buildings*)

Your legal liability as tenant for:

- *damage* to the *buildings* or to landlord’s fixtures and fittings directly caused by any of the events in paragraphs 1-11 of section B
- the cost of repairing accidental *damage* to underground pipes, drains and cables on the *premises* or connecting them to the public mains.

The most we will pay is ten percent (10%) of the sum insured under section B.

Your attention is drawn to the Conditions and Exclusions section of this policy.

Section C – frozen foods

Meaning of Words

Appliance

Any frozen or chilled food cabinet, deep freezer, cold room or cold store the age of which is not more than 10 years old and is within the *buildings*.

The cover

What is insured

Damage to all frozen or chilled food contained in any *appliance* caused by:

- change in temperature resulting from:
 - i) mechanical or electrical breakdown of the *appliance*
 - ii) accidental failure of the public electricity supply at the terminal points of the supply authority's feed to the *premises*
- accidental leakage of refrigerant or refrigerant fumes.

The most we will pay is the sum insured shown in the schedule.

What is not insured

Damage caused by *your* wilful neglect.

Damage caused by the failure of the public supply of electricity due to the deliberate act of the supply authority.

Average The sum insured under this section is subject to *average*.

Index-linking (This will only apply if shown in the schedule.)

We will automatically adjust the sum insured in line with changes in suitable indices of cost.

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

Excess The excess applicable under this section is £50.

Your attention is drawn to the Conditions and Exclusions section of this policy.

Section D – goods in transit

Meaning of Words

Working hours

The whole period during which the vehicle is being used by its driver in connection with *your business*.

The cover

What is insured

Consumer Protection Act 1987

Damage to the *trade contents* while in transit to or from the *premises* anywhere in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and the Republic of Ireland by *you* or any *employee*.

The most we will pay is the sum insured in the schedule.

What is not insured

Damage to *trade contents* in a mobile shop.

Loss from an unattended road vehicle unless the vehicle:

- a) during *working hours* has all doors and windows and other means of access securely fastened and locked
- b) at all times out of *working hours* is housed in a securely locked garage.

Damage arising from:

- depreciation, delay, inadequate documentation or consequential loss
- wear and tear, breakdown of refrigeration, defective packing, mildew, vermin or contamination
- the carriage of fireworks or other dangerous goods

Excess The excess applicable under this section is £50.

Your attention is drawn to the Conditions and Exclusions section of this policy.

Section E – ‘all-risks’

The cover

What is insured

Damage to the property shown in the schedule from any cause occurring within *Europe*.

What is not insured

Mechanical or electrical breakdown.

Loss from an unattended road vehicle.

Damage caused by:

- wear and tear or gradual deterioration, moth or vermin or climatic conditions
 - cracking, scratching or breakage of records, glass or other brittle material
 - any process of cleaning, alteration, maintenance or repair
 - the use of bent, foreign or false coins.
-

Settlement of claims	We will pay the full cost of repair or reinstatement of the property insured to a condition equal to but not better than its condition when new provided that the cost is incurred.
Average	The sum insured for each item under this section is separately subject to <i>average</i> .
Excess	The <i>excess</i> applicable under this section is £50 in respect of each loss occurrence unless shown separately in the schedule.

Your attention is drawn to the Conditions and Exclusions section of this policy.

Section F – Legal expenses

This section is only operative if stated in the schedule.

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

Important Note

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

Special definitions

Appointed representative

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

Aspect enquiry

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

Costs and expenses

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

Countries covered

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

Cross tax enquiry

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

DAS standard terms of appointment

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

Date of occurrence

- a) For civil cases other than under insured incident Tax protection the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause the date of occurrence is the date of the first of these events. (This is the date the event happened which may be before the date *you* or an *insured person* first became aware of it.)
- b) For criminal cases the date the *insured person* began or is alleged to have begun to break the law.
- c) For insured incident Statutory licence appeal the date when *you* first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel *your* licence, mandatory registration or British Standard Certificate of Registration.

- d) For insured incident Tax protection the date when HM Revenue & Customs or the relevant authority first notifies *you* of its intention to carry out an enquiry. For *VAT disputes* or *employer compliance disputes* the date the dispute arises during the *period of insurance*.
- e) For insured incident Legal defence 5 – Statutory notice appeals the date when the *insured person* is issued with the relevant notice and has the right to appeal.

Employer compliance dispute

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

Full enquiry

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

Insured person

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

Period of insurance

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

Preferred law firm or tax consultancy

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

Reasonable prospects

- a) For civil cases the prospects that the *insured person* will:
 - i) recover losses or damages or a reduction in tax or National Insurance liabilities
 - ii) obtain any other legal remedy that *we* have agreed to, including an enforcement of judgment
 - ii) 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%.

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 or our

DAS Legal Expenses Insurance Company Limited (for the purpose of this section only).

Cover

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

Provided that:

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

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

Provided that:

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

We will not pay:

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

Insured incidents

Employment disputes and compensation awards

1. Employment disputes

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

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

We will not pay any claim relating to:

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

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:

- i) in cases relating to performance and/or conduct *you* have throughout the employment dispute either:
 - 1) followed the ACAS Code of Disciplinary and Grievance Procedures
 - 2) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland
 - 3) sought and followed advice from *our* legal advice service (Telephone 0344 893 9022)
- ii) for an order of compensation following *your* breach of statutory duty under employment legislation *you* have at all times sought and followed advice from *our* legal advice service since the date when *you* should have known about the employment dispute (Telephone 0344 893 9022)
- iii) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, *you* have sought and followed advice from *our* Claims Department prior to serving notice of redundancy (Telephone 0344 893 9022)

- iv) the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by *us*.

We will not pay:

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

3. Employee civil legal defence

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

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

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

4. Service occupancy

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

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

Legal defence

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

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 provided that we will only cover criminal investigations or prosecutions which arise in direct connection with the *business*

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

provided that at the time of the insured incident *you* have registered with 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 the *business*

but excluding:

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

6. Jury service and court attendance

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

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

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

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

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

Statutory licence appeal

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

We will not cover any claim relating to:

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

Property protection

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

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

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

We will not cover any claim relating to:

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

Personal injury

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

We will not cover any claim relating to:

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

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

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

We will not cover any insured incident:

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

Exclusions applicable to section F

We will not pay for:

1. A dispute with DAS

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

2. Bankruptcy

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

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

3. Calendar date devices

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

4. Costs we have not agreed

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

5. Court awards and fines

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

6. Defamation

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

7. Deliberate acts

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

8. Franchise or agency agreements

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

9. Group or class actions

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

10. Intellectual property rights

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

11. Judicial review

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

12. Late reported claims

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

13. Legal action we have not agreed

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

14 Litigant in person

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

15. Nuclear, war and terrorism risks

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

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

16 Shareholding or partnership disputes

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

Special conditions applicable to section F

1. Arbitration

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

2. Assessing and recovering costs

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

3. Cancelling an appointed representative's appointment

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

4. Cancelling this section

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

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

5. Claims under this section by a third party

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

6. Expert opinion

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

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

7. Fraudulent claims

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

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

8. Keeping to the policy terms

An *insured person* must:

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

9. Law that applies

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

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

10. Offers to settle a claim

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

11. Other insurances

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

12. Your representation

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

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

13. Your responsibilities

An insured person must:

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

14. Withdrawing cover

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

Data protection

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

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

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

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

How to make a complaint

We always aim to give you a high quality service. If you think we have let you down, please write to our Customer Relations Department at our DAS Head Office address. Or you can phone us on 0344 893 9013 or email us at customerrelations@das.co.uk

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

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

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

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

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

Helping with your legal problem

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

Making a claim

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

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

Endorsements applicable to all sections other than section F – legal expenses

(apply only if indicated in the schedule)

Minimum Security Standard Level A MSSA

Damage caused by theft or attempted theft is not insured unless devices for the security of the *premises* are installed in accordance with the following Specification and all such devices are put into full and effective operation at night and whenever the Pub and Restaurant *premises* are closed for *business* or left unattended:

Specification

- 1 All external doors of the *buildings* occupied by *you* together with internal doors which give access to any part of the *buildings* not occupied by *you* must be fitted and secured with one of the following:
 - i) a mortice deadlock with matching boxed striking plate or a rim lock, which in either case conforms to BS3621:1980 Specification for Thief Resistant Locks
 - ii) a five (or more) lever close shackle padlock and locking bar
 - iii) in the case of aluminium or UPVC framed doors, an integral cylinder operated swingbolt mortice lock
 - iv) an alternative form of lock or locking system of at least similar quality and strength to BS3621:1980 which is approved by *us* in writing.
- 2 All outward opening external doors of the *buildings* occupied by *you* and internal doors which give access to any part of the *buildings* not occupied by *you* must be fitted and secured with hinge bolts.
- 3 All accessible opening windows, fanlights and skylights including those accessible from decks, roofs, fire escapes or downpipes must be fitted and secured with key operated window locks. This requirement does not apply to windows protected by solid steel bars, grilles, expanded metal or weld-mesh.

Notes:

- i) Any door or window officially designated a fire exit by the Fire Authority will require consultation with the Fire Authority so that the interests of both safety and security can be met.
- ii) The above measures comprise *our* minimum security requirements. Where additional protections are required by *us*, or where *we* agree to accept alternative security measures, *we* will specifically advise *you* in writing.

Excluding Theft 0001

The following are not insured by this policy:

- a) theft or attempted theft
- b) breakage of glass and other *damage* caused by theft or attempted theft or any resultant loss of *income*
- c) loss of *money* by theft and *damage* to safes caused by thieves.

**Intruder Alarm
Condition 0002**

Damage caused by theft or attempted theft as insured by event No. 2 of section B is not insured unless:

- a) the Intruder Alarm is installed in accordance with the specification or system record approved by *us* and is put into full and effective operation at night and whenever the Pub and Restaurant *premises* are closed for *business* or left unattended

Note:

We will not regard the Intruder Alarm as effective if the specification or system record provides for a telephone line, direct line or central monitoring station warning system and *you* have had notice of the withdrawal of the police, telephone or central monitoring station service and such service has actually been withdrawn

- b) the Intruder Alarm is maintained under contract by a company which is either included in the official list of recognised firms of the National Approval Council for Security Systems (NACOSS) or approved by *us*
- c) all keys of the Intruder Alarm are removed from the Pub and Restaurant *premises* at night and whenever they are closed for *business* or left unattended.

Note:

Where *you* or one of *your employees* occupy part of the *premises* for residential purposes the keys must be removed from the *business* part of the *premises*.

Conditions and exclusions applying to the whole policy other than section F – legal expenses

General conditions

In the following conditions the word *you* also includes any other person insured under the policy.

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

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

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

- 2 *You* will take all reasonable steps to protect the property, prevent accidents and comply with laws, bye laws or regulations and take reasonable care in the selection and supervision of *employees*.
- 3 *You* must notify *us* as soon as possible during the period of insurance if there is any change in circumstances or to the material facts previously disclosed by *you* to *us* or stated as material facts by *us* to *you* which increases the risk of accident, injury, loss, damage or liability.

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

If *you* do not notify *us* of any such change *we* may exercise one or more of the options described in clauses c) i), ii) and iii) of General Condition 1 but only with effect from the date of the change in circumstances or material facts

- 4 If *you* or anyone acting on *your* behalf:
 - a) makes a fraudulent or exaggerated claim under this policy; or
 - b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
 - c) makes a false statement in support of a claim whether or not the claim is itself genuine; or

- d) submits a claim under this policy for loss or damage which *you* or anyone acting on *your* behalf or in connivance with *you* deliberately caused; or
- e) realises after submitting what *you* reasonably believed was a genuine claim under this policy and then fails to tell *us* that *you* have not suffered any loss or damage; or
- f) suppresses information which *you* know would otherwise enable *us* to refuse to pay a claim under this policy

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

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

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

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

- 5 If *you* decide *you* do not want to accept the policy, or any subsequent renewal of it, please tell *us* (or *your* insurance intermediary) within 14 days of receiving the policy or renewal notice. We may, at *our* discretion, charge *you* for the time *you* have been on cover, including insurance premium tax.
- 6 We have the right to cancel this policy or any section, or part of it, by giving 14 days' notice in writing by registered letter to *your* last known address.
- 7 If we admit liability for a claim but there is a dispute as to the amount to be paid, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by *you* and *us* in accordance with the law at the time. *You* may not take any legal action against *us* over the dispute before the arbitrator has reached a decision.
- 8 If *you* die we will insure *your* legal personal representatives for any liability *you* had previously incurred under the policy provided that they keep to the terms of the policy.

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

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

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

12 *You* must tell *us* immediately if any *building* or part of any *building* becomes unoccupied and pay an additional premium if required. We shall have the right to change the terms and conditions of the policy and *you* must action any risk improvement measures that we may require.

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

Claims conditions

- 1 Upon learning of any circumstances likely to give rise to a claim *you* must:
 - tell *us* as soon as reasonably possible and give *us* all the assistance we may reasonably require
 - as soon as is reasonably possible, tell the Police if the *damage* is by theft or attempted theft or by riot or civil labour or political disturbances or vandals or malicious people
 - immediately send to *us* any writ or summons issued against *you*

- supply, at *your* own expense, full details of the claim in writing including any supporting evidence and information that we require within the following periods:
 - 7 days for *damage* by riot or civil, labour or political disturbances or vandals or malicious people
 - 30 days after the expiry of the *indemnity period* under section B No. 17 – Business Interruption and Book Debts
 - 30 days after any other *damage*, interruption or *bodily injury*
- take action to minimise the *damage* and to avoid interruption or interference with the *business* and to prevent further injury or *damage*.

2 We shall have the right to settle a claim by:

- the payment of *money*
- reinstatement or replacement of the property lost or damaged
- repair of the property lost or damaged

If we decide upon reinstatement, replacement or repair we shall do so in a reasonable manner but not necessarily to its exact previous condition or appearance.

We shall not spend on any one item, more than its sum insured.

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

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

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

6 We are entitled to:

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

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

General exclusions – applicable to all insurances other than Employers' Liability

The policy does not cover:

- 1 Any event arising from war, invasion, act of foreign enemy, hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection, military force or coup.
- 2 *Damage* occasioned by or happening through or in consequence directly or indirectly of Terrorism.

In any action, suit or other proceedings where we allege that by reason of this General Exclusion cover is not provided under this Policy the burden of proving that such *damage* is covered shall be upon *you*.

Definition

For the purposes of this General Exclusion the following special meaning shall apply:

'Terrorism' shall mean:

- a) in respect of England including the Channel Tunnel up to the frontier with the Republic of France as set out by the Treaty of Canterbury 1986, Wales, Scotland, Northern Ireland, the Isle of Man and Channel Islands but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987, the Territorial Sea Act 1987 (Isle of Man) Order 1991, the Territorial Sea Act 1987 (Jersey) Order 1997 and Territorial Sea Act 1987 (Jersey) (Amendment) Order 2002:

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

- b) in respect of elsewhere than as described in a) above:

any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:

- i) involves violence against one or more persons
- ii) involves *damage* to property

- iii) endangers life other than that of the person committing the action
 - iv) creates a risk to health or safety of the public or a section of the public
 - v) is designed to interfere with or to disrupt an electronic system
- c) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) or b) above.
- 3** *Damage* arising from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 4** Any expense, consequential loss, legal liability or *damage* to any property directly or indirectly arising from:
- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - the radioactive, toxic, explosive or other hazardous or contaminating properties of any *Nuclear Installation*, *Nuclear Reactor* or other nuclear assembly or nuclear component thereof
 - any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this sub paragraph will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes.

This General Exclusion will not apply to section B No. 18 Employers' Liability except where *you* have undertaken under a contract or agreement either to indemnify another party or to assume the liability of another party in respect of such *bodily injury*.

Meaning of words

For the purposes of this Exclusion, the following special meanings will apply:

Nuclear Installation

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

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

Nuclear Reactor

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

- 5** *Damage* to any electrical plant or appliance caused by its own:

- over-running
- short-circuiting
- excessive pressure
- self-heating.

This exclusion shall not apply where fire spreads to cause *damage* to other plant or appliances or other property insured.

- 6** The policy does not cover:

- i) loss, destruction or *damage*
- ii) *consequential loss*, additional expenditure or extra expenses
- iii) legal liability
- iv) other fees costs disbursements awards or other expenses

of whatsoever nature

directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

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

whether such DATA PROCESSING SYSTEM is the property of the Insured or not and whether operating before or after the year 2000

but in respect of all insurances other than Public Liability or Products Liability or Contractors' Joint Indemnity or Legal Expenses this shall not exclude subsequent loss destruction or *damage* or *consequential loss*, additional expenditure or extra expenses (not otherwise excluded) which itself results from a DEFINED PERIL otherwise covered by this Policy.

DEFINITIONS For the purpose of this Exclusion, the following special meanings shall apply:

"DATA PROCESSING SYSTEM" shall mean any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

"DEFINED PERILS" shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank apparatus or pipe, impact by any vehicle or by goods falling therefrom or animal.

Subject otherwise to the terms, conditions and limitations of the policy.

- 7** *Damage* to any property in Northern Ireland or loss resulting from such *damage* arising from riot or civil commotion and (except in respect of *damages* by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons

- 8** *Damage* to any computer or other equipment or system or item which processes stores transmits retrieves or receives data whether tangible or intangible (including but without limitation any information or programs or software) and whether the property is insured or not where such *damage* is caused by *virus or similar mechanism* or *hacking* or *denial of service attack*.

consequential loss directly or indirectly caused by or arising from *virus or similar mechanism* or *hacking* or *denial of service attack*.

But this shall not include *damage* or consequential loss which results from an insured event (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence)

Meaning of words

For the purposes of this Exclusion, the following special meanings will apply:

Virus or Similar Mechanism

Virus or Similar Mechanism means program code, programming instruction or any set of instructions intentionally constructed with the ability to *damage*, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of *Virus or Similar Mechanism* includes but is not limited to trojan horses worms and logic bombs.

Hacking

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data whether belonging to *you* or not.

Denial of Service Attack

Denial of Service Attack means any actions or instructions constructed or generated with the ability to *damage*, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. *Denial of Service Attacks* include but are not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Our complaints procedure

Not applicable to section F – legal expenses

Our commitment to customer service

We value the opportunity to look into any concerns *you* may have with the service we have provided and we are committed to handling all complaints fairly, consistently and promptly.

Who to contact in the first instance

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

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

If we cannot resolve *your* complaint straight away we will aim to resolve *your* concerns as soon as possible and we will keep *you* informed of progress while *our* enquiries are continuing.

The majority of complaints we receive are resolved within four weeks of receipt.

The Financial Ombudsman Service (ombudsman)

If we are unable to resolve *your* complaint to *your* satisfaction within eight weeks or if *you* remain dissatisfied following receipt of *our* final response letter *you* may be able to ask the ombudsman to formally review *your* case. *You* must contact the ombudsman within six months of *our* final response.

The ombudsman contact details are as follows:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

You can telephone for free on:

08000 234 567 for people phoning from a “fixed line” (for example a landline at home)

0300 123 9 123 for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

or e-mail: complaint.info@financial-ombudsman.org.uk

This is a free and impartial service and *you* are entitled to contact the ombudsman at any stage of *your* complaint.

The ombudsman can help with most complaints if *you* are:

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

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

The Financial Services Compensation Scheme (FSCS)

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



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DAS Head and Registered Office:

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Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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