



# Property Owners

## Policy Document

Protecting your community.  
Insuring your future.

**ansvar**



## **Property Owners**

for charities, commercial organisations and individuals that own small portfolios of commercial, industrial, residential and retail let property.

# Welcome to Ansvar



Thank you for insuring with Ansvar and we welcome you as a policyholder.

We have been trading in the UK for more than 60 years with our roots firmly established as a socially responsible general insurer. Ansvar is a business division of Ecclesiastical Insurance Office plc.

Your policy wording, including the schedule is the evidence of the legal contract for this insurance. You should read the policy and check your details in the schedule carefully. The schedule is normally reissued each time there is a change in the policy details or in the policy cover. Please contact your insurance advisor or us immediately if the policy or the schedule does not meet your insurance needs or contains any mistakes.

Should you at any time be dissatisfied with our service, please refer to our Complaints Procedure for full details.

Underwritten by Ecclesiastical Insurance Office plc

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## Making a Claim

### ANY CLAIMS APART FROM GLASS OR LEGAL EXPENSES

Phone: **0345 606 0431** our dedicated 24 hour claims number

Email: [ansvar.claims@ansvar.co.uk](mailto:ansvar.claims@ansvar.co.uk)

Online: [www.ansvar.co.uk](http://www.ansvar.co.uk)

Write to: Claims Department, Ansvr Insurance, 4th Floor, The Office, 1 Market Square, Circus Street, Brighton, BN2 9AS.

### GLASS

Phone Glassolutions: **0800 47 47 47**

- Glassolutions provide a 24 hour, 365 days a year boarding up and replacement glazing service.
- In the event of glass breakage, contact Glassolutions by telephone as above.
- If you are insured for glass breakage, Glassolutions will issue separate invoices to:
  - you in respect of any policy excess and recoverable VAT
  - Ansvr for the remaining cost.
- If the glass is not insured, you will be solely responsible for the entire cost of repairs.

### LEGAL EXPENSES

Phone DAS: **0345 850 8946** quoting reference TS5/6912119

Email: [newclaims@das.co.uk](mailto:newclaims@das.co.uk)

Write to: Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH

- The insured person must inform DAS as soon as possible and within the time limits stipulated under the terms of this policy, giving full details in writing of the insured incident and providing such proofs, supporting evidence and other information as DAS may require.
- DAS will ask you about your legal issue and if necessary call you back at an agreed time to give you legal advice.
- If your issue needs to be dealt with as a claim under this policy, DAS will give you a claim reference number. At this point DAS will not be able to confirm that you are covered but will pass the information you have given to the relevant DAS claims handling team and explain what to do next.
- Please do not ask for help from a solicitor or accountant before DAS have agreed. If you do, we will not pay the costs involved.

### FOR ALL CLAIMS

The action to be taken by you in the event of any incident which may give rise to a claim is shown in Claims Conditions of this policy but the following notes may assist in relation to particular covers.

### PROPERTY DAMAGE

- After any loss or damage you must take all reasonable steps to prevent further loss or damage.
- If the damage is serious, we may decide to appoint an independent loss adjuster or investigator to deal with your claim, therefore you must contact our claims department immediately for further assistance.
- Claims for damage by riot, civil commotion, strikes or labour disturbances must be reported to us and the police within 7 days in order to protect your, and our, rights of recovery against the police authorities.
- If possible, obtain competitive estimates for the repair and, if requested by us, submit with a completed claim form for our approval. Please send any requested claim form to us immediately should there be any delay in obtaining estimates.
- Once we have agreed an estimate, you can get the work done and send the final account to us for reimbursement (subject to any policy terms).
- A full specification of the damaged property is required together with substantiation, e.g. original purchase receipt, photographs of the article or payment receipts etc. Forward the requested information, with a completed claim form where requested, for our approval.
- Whenever appropriate we aim to provide replacements and we may use our preferred supplier.
- When necessary, you should arrange for emergency repairs to be carried out to prevent further damage.

### LIABILITY (CLAIM BEING MADE AGAINST YOU)

- If someone is making a claim against you please notify us immediately.
- Do not make any promise to pay.
- Send any letter or document to us unanswered.

### SALVAGE

- All salvage must be protected and retained for our inspection, unless we or the loss adjuster have instructed you to the contrary.

### THEFT, LOSS AND MALICIOUS DAMAGE

- Tell the police immediately if property is stolen or maliciously damaged and obtain a crime reference number. If a valuable item is lost, you should still contact the police in case your property has been handed in. **You** must take all reasonable steps to prevent any further loss.

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## Helpline Services

In the event of a problem, you can obtain help from any of the following helpline services.

- These are available 24 hours a day 365 days a year for all our policyholders (unless we say otherwise).
- To help check and improve the services all calls (except those relating to counselling) may be recorded.
- We and the suppliers will not accept responsibility if the Helpline Services fail for reasons we or they cannot control.
- Please do not phone DAS to report a general insurance claim.

DAS Legal Expenses Insurance Company Limited (DAS) provide the following services.

Phone DAS: **0345 850 8946** quoting reference TS5/6912119

### EMERGENCY ASSISTANCE

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

You are responsible for paying contractors' fees, but if the damage is covered under your policy you will be able to submit a claim in the normal way.

### EUROLAW COMMERCIAL LEGAL ADVICE

DAS can provide legal advice on any commercial legal problem affecting you, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

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

DAS' legal advisors provide advice on the laws of England and Wales 24 hours a day, seven days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, DAS will refer you to one of their specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland. Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, DAS will call you back.

### TAX ADVICE (COMMERCIAL)

DAS can provide advice on any tax matters affecting you, under the laws of the United Kingdom.

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

### COUNSELLING (THESE CALLS ARE NOT RECORDED)

Phone DAS: **0345 850 8947**

DAS can provide all your employees (including any member of their immediate family who permanently live with them) with a confidential counselling service over the telephone, including where appropriate, onward referral to relevant voluntary and/or professional services.

DAS are unable to provide the counselling service to persons under the age of 18.

### EMPLOYMENT MANUAL

- The DAS Employment manual provides up-to-date guidance on employment law.
- To view the Employment manual please visit the DAS website at [www.das.co.uk](http://www.das.co.uk). From the Home Page click on the Employment manual icon. You can print any part of this document for your own use.
- Email DAS at [employmentmanual@das.co.uk](mailto:employmentmanual@das.co.uk) with your email address, quoting your policy number and DAS will contact you by email to inform you of future updates to the information.

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## Data Protection Act

We hold data in accordance with the Data Protection Act 1998. It may be necessary for us to pass data to other organisations that supply products and services for this policy. Full details about how Ansvar hold and use your data can be found in our privacy policy available on our website [www.ansvar.co.uk](http://www.ansvar.co.uk)

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## The Financial Services Compensation Scheme (FSCS)

The FSCS is the independent body, set up by government, which gives you your money back if your authorised financial services provider is unable to pay you because it has insufficient assets.

The FSCS can only pay compensation for customers of financial services firms authorised by the Prudential Regulation Authority or the Financial Conduct Authority.

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought.

The FSCS does not charge individual consumers for using its service.

The FSCS cannot help you if the firm you have done business with is still trading.

You can write to:

Financial Services Compensation Scheme  
10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU

Visit the website: [www.fscs.org.uk](http://www.fscs.org.uk)

Phone FSCS helpline: **0207 741 4100** or **0800 678 1100**

Fax: **0207 741 4101**

Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

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## Fraud Prevention

We may check your details with various fraud prevention and credit reference 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. If you make a claim, we will share your information (where necessary) with other companies to prevent fraudulent claims.

For further information please refer to our privacy policy available on our website [www.ansvar.co.uk](http://www.ansvar.co.uk)

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## Complaints Procedure

If you are unhappy with our products or service, please contact us as soon as possible.

You can complain in writing or by phone at any time to:

### FOR ALL COMPLAINTS OTHER THAN LEGAL EXPENSES COMPLAINTS

Ansvar Insurance  
4th Floor, The Office, 1 Market Square, Circus Street, Brighton, BN2 9AS

Phone: **0345 60 20 999**

Email: [ansvar.insurance@ansvar.co.uk](mailto:ansvar.insurance@ansvar.co.uk)

### FOR LEGAL EXPENSES COMPLAINTS

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

Phone: **0344 893 9013**

Email: [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

### OUR PROMISE TO YOU

We will aim to resolve your complaint within one business day.

To resolve your complaint we will:

- investigate your complaint thoroughly and impartially;
- keep you informed of the progress of the investigation; and
- respond in writing to your complaint as soon as possible.
- For more complicated issues, we may need a little longer to investigate and we may ask you for more information to help us reach a decision.

If you are not satisfied with our response, or if we have not completed our investigation within eight weeks, we will tell you about your right to take the complaint to:

Financial Ombudsman Service (FOS)

Exchange Tower, London, E14 9SR

Phone: **0800 023 4567**

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

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

If you have bought your insurance online, you can also register your complaint on the Online Dispute Resolution website which has been set up by the European Commission.

Website: <http://ec.europa.eu/consumers/odr/>

This complaints procedure does not affect your right to take legal proceedings.

## Useful Addresses

<b>ANSVAR INSURANCE</b> 4th Floor, The Office, 1 Market Square, Circus Street, Brighton, BN2 9AS <a href="http://www.ansvar.co.uk">www.ansvar.co.uk</a>	<b>ASSOCIATION OF BRITISH INSURERS</b> Consumer Information Department One America Square, 17 Crosswall, London, EC3N 2LB <a href="http://www.abi.org.uk">www.abi.org.uk</a>	<b>DAS LEGAL EXPENSES INSURANCE CO. LTD</b> DAS House, Quay Side Temple Back, Bristol, BS1 6NH <a href="http://www.das.co.uk">www.das.co.uk</a>
<b>DAS LAW LTD</b> North Quay Temple Back, Bristol, BS1 6FL <a href="http://www.daslaw.co.uk">www.daslaw.co.uk</a>	<b>FINANCIAL OMBUDSMAN SERVICE</b> Exchange Tower London, E14 9SR <a href="http://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>	<b>FINANCIAL CONDUCT AUTHORITY</b> (To protect and enhance consumer confidence in the UK financial system) 25 The North Colonnade, Canary Wharf, London, E14 5HS <a href="http://www.fca.org.uk">www.fca.org.uk</a>
<b>FINANCIAL SERVICES COMPENSATION SCHEME</b> 10th Floor, Beaufort House 15 St Botolph Street, London, EC3A 7QU <a href="http://www.fscs.org.uk">www.fscs.org.uk</a>	<b>PRUDENTIAL REGULATION AUTHORITY</b> (To promote safety and soundness of regulated firms and, in respect of insurers, secure the appropriate degree of protection for policyholders) Bank of England, Threadneedle Street, London, EC2R 8AH <a href="http://www.bankofengland.co.uk/pru">www.bankofengland.co.uk/pru</a>	



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## Policy Wording

This policy, its schedule, any endorsements and certificates are to be read together as one document.

**We** will insure **you** as detailed in this policy's schedule, subject to the terms and conditions of this policy, during the period of insurance shown in the schedule, provided that **you** pay the premium and **we** accept the premium.

**We** will communicate with **you** in English at all times.

### SPECIAL NOTE (NOT FORMING PART OF THIS POLICY):

This policy includes general exclusions and conditions. These apply to each and every section of this policy unless stated otherwise.

The following general conditions are of particular importance and explain about:

- Cancellation: when you or we could cancel this policy
- Fraudulent claims: the consequences of making a fraudulent claim
- Alteration of risk: what you must do if the risk changes and the consequences if you fail to tell us.

## General Definitions

Each time the following appear in **bold italic** type they will take the meaning shown below unless specifically defined in a policy section Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

<b>Asbestos</b>	means asbestos asbestos fibres or any derivatives of asbestos including any product containing any asbestos asbestos fibres or any derivatives of asbestos
<b>Buildings</b>	<p>means the buildings at the premises including</p> <ul style="list-style-type: none"> <li>(a) landlord's fixtures and fittings including fixed glass and sanitary fixtures</li> <li>(b) outbuildings storage tanks walls gates and fences</li> <li>(c) piping ducting cables wires and associated control gear and accessories on the <b>premises</b> and extending to the public mains but only to the extent of <b>your</b> responsibility</li> <li>(d) satellite dishes fixed to the buildings</li> <li>(e) the following items fixed to the buildings <ul style="list-style-type: none"> <li>(i) wind turbines less than 10kw</li> <li>(ii) solar panels less than 50kw</li> <li>(iii) photovoltaic panels less than 50kw subject to a limit of £20,000 in the aggregate in any one period of insurance</li> </ul> </li> <li>(f) yards car parks roads and pavements</li> <li>(g) artificial playing surfaces swimming pools and associated apparatus</li> <li>(h) for private dwelling houses and blocks of flats the following garages tennis courts patios and hedges belonging to the private dwelling and used for domestic purposes</li> </ul> <p>Excluding</p> <ul style="list-style-type: none"> <li>(i) Bridges dams land piers jetties culverts excavations and marquees</li> <li>(ii) Property or structures in the course of construction or erection and all materials or supplies in connection with such property or structure except as provided for by the Minor contract works extension</li> </ul> <p>unless more specifically mentioned in the schedule to this policy</p> <p>Unless stated otherwise buildings are brick stone or concrete built and roofed with slates tiles concrete metal asphalt or sheets or slabs composed of incombustible mineral ingredients</p>
<b>Business</b>	means <b>your</b> activities as a property owner
<b>Company/we/our/us</b>	means Ansvar Insurance - a business division of Ecclesiastical Insurance Office plc
<b>Condition precedent to liability</b>	means a condition of this policy where non-compliance (provided that such non-compliance is material to the loss) shall mean the claim will not be paid and any payment on account of the claim already made by us shall be repaid to us
<b>Damage</b>	means physical loss destruction or damage
<b>Excess</b>	means the first amount of each and every loss (after applying any adjustment for underinsurance) up to the amount set out in the schedule to this policy relevant to that loss
<b>Geographical limits</b>	means England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man
<b>Insured/you/your</b>	means the Insured shown in the schedule
<b>Premises</b>	means that part of the buildings and grounds at the addresses shown in the schedule owned by <b>you</b> in connection with the <b>business</b>
<b>Unoccupied</b>	means vacant untenanted unfurnished or no longer in active use for a period exceeding 30 consecutive days
<b>Vermin</b>	means any wild animals birds and insects (whether they have protected status or not) that are known to cause <b>damage</b> or carry disease

## General Exclusions

This policy does not cover the following

### 1. EXCESS

Any **excess**

### 2. OTHER INSURANCES

Property more specifically insured under another policy

### 3. RADIOACTIVE CONTAMINATION

Loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

- (a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter

Part (d) does not extend to radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are on the property insured and are being prepared stored or used in the normal course of operations by **you** for the commercial agricultural medical scientific or other similar peaceful purposes for which they were intended

- (e) any chemical biological bio-chemical or electromagnetic weapon

However this exclusion does not apply to losses arising from naturally occurring radioactive gases released from the earth such as Radon

This exclusion does not apply to Cover 1 of the Liabilities section except in respect of liability of any principal and liability assumed by agreement

### 4. WAR RISKS

Loss or damage directly or indirectly occasioned by happening through or in consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

This exclusion does not apply to Cover 1 of the Liabilities section

### 5. TERRORISM

Definitions specific to this exclusion

#### **Act of terrorism**

In respect of

#### **(a) England Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987)**

means 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) all other instances**

means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear. Any loss damage cost or expense directly or indirectly caused by contributed to by resulting from or arising out of or in connection with any **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss

This insurance also excludes loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any **act of terrorism**

If **we** allege that by reason of this exclusion any loss damage cost or expense is not covered by this policy the burden of proving the contrary shall be upon **you**

This exclusion does not apply to the Legal expenses and Liabilities sections

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## General Exclusions

### 6. DATE RECOGNITION

Definitions specific to this exclusion

#### **Computer**

means computer or other equipment media or system (or any part of them) for processing storing or retrieving data to include without limitation any microchip integrated circuit or similar device or any computer software

#### **Insurable event**

means any of the insurable events specified in any section(s) of this policy insuring property excepting

- (a) the Equipment breakdown section
  - (b) accidental loss destruction or damage
- and
- (c) causes excluded from these insurable events

Any claim directly or indirectly arising from the failure or possible failure of any **computer**

- (a) to correctly recognise any date as its true calendar date
- (b) to save and/or correctly interpret or process any data or command as a result of treating any date other than its true calendar date
- (c) to save or correctly process any data on or after any date

but this shall not exclude subsequent **damage** or consequential loss not otherwise excluded which itself results from an **insurable event**

This exclusion does not apply to the Liabilities section

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# General Conditions

## 1. POLICY VOIDABLE

**You** must ensure that a fair presentation of the risks to be insured is made to **us**

In the event of misrepresentation misdescription or non-disclosure of any material fact or circumstance **we** may void the policy and retain any premium paid where such misrepresentation misdescription or non-disclosure is deliberate or reckless

Where such misrepresentation misdescription or non-disclosure is not deliberate or reckless **we** may at **our** option

- (a) void the policy and refund to **you** any premium paid if **we** would have not entered into this policy on any terms had clear representation description and disclosure been made
- (b) proportionately reduce the amount to be paid on any claim if **we** would have entered into this policy on the same terms but for a higher premium  
The reduction in claim payment will represent the percentage difference between the premium **you** have paid and the premium **we** would have charged **you** had clear representation description and disclosure been made
- (c) impose additional terms on this policy if **we** would have entered into this policy on such additional terms but at the same premium had clear representation description and disclosure been made

**We** may apply these additional terms to **your** policy with effect from inception

## 2. REASONABLE CARE

It is a **condition precedent to liability** that **you** shall

- (a) take all reasonable precautions to prevent **damage** accident illness and disease
- (b) exercise reasonable care in seeing that all statutory and other obligations and regulations are observed and complied with
- (c) maintain the **premises** works machinery and plant in sound condition

## 3. ALTERATION OF RISK

If after the commencement of this insurance

- (a) there is any alteration of risk which increases the risk of **damage** accident or liability
- (b) the **premises** are undergoing alterations or repairs
- (c) **your** interest ceases except by will or operation of law
- (d) an administrator or a liquidator or receiver is appointed or where **you** enter into a voluntary arrangement
- (e) there is any other material change in use of the **premises**

**you** must give notice to **us** as soon as is reasonably possible

Upon any alteration described above **we** shall be entitled to cancel the policy from the date of the alteration or impose special terms or charge an additional premium

This condition does not apply where buildings become **unoccupied** as this is dealt with under the 'Unoccupied buildings' general condition

## 4. MULTIPLE INSURANCES

### (a) All sections except those detailed separately below

If at the time any claim arises under this policy there is any other insurance in force whether effected by **you** or not covering the same **damage** loss expense or liability **we** shall not be liable for more than **our** rateable proportion

If such other insurance is subject to any condition of underinsurance this policy if not already subject to any condition of underinsurance shall be subject to that condition of underinsurance in like manner

### (b) Liabilities section

If at the time of any claim arising under this policy **you** are or would but for the existence of this policy be entitled to indemnity under any other policy or policies **we** shall not be liable except in respect of any additional amount beyond the amount which would have been payable under such other policy or policies had this insurance not been effected

## 5. FRAUDULENT CLAIMS

If a claim made by **you** or anyone acting on **your** behalf or any other person claiming to obtain benefit under this policy is fraudulent or exaggerated whether ultimately material or not or if any **damage** is caused by **your** wilful act or with **your** connivance **we** may at **our** option

- (a) repudiate the claim
- (b) recover any payments already made by **us** in respect of the claim
- (c) cancel the policy from the date of the fraudulent act and retain the premium due for the unexpired period of insurance from the date of cancellation up to the renewal date

If **we** cancel the policy **we** will notify **you** in writing by special delivery to **your** last known address General Conditions

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## General Conditions

### 6. UNOCCUPIED BUILDINGS

It is a **condition precedent to liability** that

- (a) when a building or part of a building insured by this policy becomes **unoccupied** or when an **unoccupied** building or part of a building is again occupied **you** must tell **us** as soon as is reasonably possible

Upon any alteration as described above **we** may at **our** option

- (i) amend the terms and conditions that apply to such buildings and charge an additional premium
  - (ii) cancel the cover for any affected buildings
  - (iii) cancel the policy in accordance with the Cancellation condition
- (b) in respect of any building or part of a building which becomes **unoccupied**
- (1) **you** must turn off electricity gas and water supplies at the mains and drain down all water systems other than those required to maintain intruder alarm fire alarm and sprinkler installations or other fire suppression security or other risk protection systems or devices
  - (2) **you** must remove all waste and unfixed combustible materials both internally and externally from such buildings
  - (3) **you** must maintain in full and efficient working order and keep operational all alarms sprinkler installations fire suppression systems locks and all other protective and security devices including perimeter security protection at the **premises**
  - (4) where there is a sprinkler installation **you** must maintain the central heating system to prevent freezing and
    - (i) the system should be inspected to ensure it is operating correctly whenever such buildings are inspected
    - (ii) the temperature throughout the building must be maintained at not less than 7 degrees Centigrade (45 degrees Fahrenheit)
    - (iii) the system must be serviced and maintained at least annually by an appropriately qualified engineer
  - (5) **you** must undertake an internal and external inspection of such buildings at least every 7 days and rectify as soon as is reasonably possible any defects in the fabric of the building or the security or fire protection installations  
A record of inspections including remedy of any defects must be maintained
  - (6) **you** must permanently seal shut the letterbox  
Where the letterbox cannot be sealed shut **you** must fit a metal box or cage to the inside of the letterbox aperture and remove the post from it whenever such buildings are inspected
  - (7) **you** must tell **us** as soon as is reasonably possible if such buildings are to be occupied by contractors for any alterations renovations conversions or repairs
  - (8) in addition to the Claims condition that requires **you** to tell **us** immediately **you** become aware of any incident that may result in a claim **you** must also tell **us** immediately of any illegal entry to the **premises** whether or not any **damage** has occurred
  - (9) **you** must review and update **your** risk assessment (including the fire risk assessment) of such buildings to reflect the change in risk

Unless otherwise agreed by **us** in writing

### 7. ARBITRATION

Provided **we** have admitted liability for a claim any dispute as to the amount to be paid shall be resolved by arbitration in accordance with the statutory provisions in force at the time by

- (a) an agreed arbitrator or if an arbitrator cannot be agreed
- (b) an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party provided they have given seven days' written notice to the other party

**You** must not take legal action against **us** over the dispute before the arbitrator has reached a decision

This condition does not apply to the Legal expenses section

### 8. CANCELLATION

#### (a) Your right to cancel in the cooling-off period

**You** have 14 days from receiving the policy to write to the sender confirming that **you** do not wish to continue

No charge will be made and any premium **you** have already paid will be refunded

#### (b) Your right to cancel after the cooling-off period

If **you** do not cancel the policy within the 14 day cooling-off period mentioned above the policy is in force and **you** are committed to pay the premium

However **you** can still cancel the policy providing **you** give **us** notice in writing

As long as **you** have not made a claim **you** will receive a refund of the part of **your** premium which covers the cancelled period providing this exceeds £10

If **you** have made a claim then the full annual premium is due

## General Conditions

### (c) Our right to cancel

#### (1) Non-payment of premium

##### (i) If you do not pay your premium by instalments

Unless otherwise agreed with **us we** will not provide cover under this policy unless **you** pay the premium by the due date

If **you** do not pay the premium by the due date **we** will send notice of the outstanding premium to **you** and give **you** a further period of at least 14 days from the due date in which to pay the outstanding amount

If payment is still not received in the timescale **we** have advised the policy is cancelled from the outset

##### (ii) If you pay your premium by instalments

Unless otherwise agreed with **us we** will not provide cover under this policy unless **you** pay the first instalment of premium when requested

If the first instalment of premium is not received the policy is cancelled from the outset

If **you** pay the first instalment of premium but default on any subsequent instalments **we** may cancel the policy with effect from the date the first outstanding instalment was due by notifying **you** in writing

If **your** instalment plan is provided by **us we** will send notice of any outstanding instalment to **you** and advise the date when **we** will re-present **our** payment request to the bank

This will not be less than 14 days from the date on which **our** payment request was originally presented

**We** will not cancel the policy for failure to pay the premium or any instalment of premium if such failure is due to error on **our** part or on the part of **your** broker bank or building society

#### (2) Other cancellation rights

In addition to **our** rights under

(i) Non-payment of premium above and

(ii) Policy voidable Alteration of risks and Fraudulent claims conditions

**we** have the right to cancel **your** policy at any time by giving **you** at least 14 days' notice in writing sent by special delivery to **your** last known address where **we** have a valid reason for doing so

**Our** cancellation letter will set out the reason why **we** are cancelling **your** policy

Valid reasons for cancelling **your** policy may include but are not limited to

(a) circumstances which are outside **our** reasonable control for example

- where the law requires that **we** cancel **your** policy
- where the continuation of **your** policy would result in **us** breaching any applicable law or regulation that applies to **your** policy

(b) **you** receiving a criminal conviction which results in a custodial sentence

If **we** cancel **your** policy for a valid reason in accordance with **our** rights under (2) above and **you** do not pay **your** premium by instalments **we** will refund the part of **your** premium which relates to the period remaining under **your** policy which has been cancelled by **us**

If **you** have made a claim under **your** policy **we** will not refund any part of **your** premium and **you** will be required to pay **us** any unpaid premium

## 9. SANCTIONS

**We** shall not provide any cover under this policy or be liable to pay any claim or provide any benefit to the extent that the provision of such cover payment of such claim or provision of such benefit would expose **us** to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America

If any such sanction prohibition or restriction takes effect during the period of insurance **you** or **we** may cancel that part of this policy which is affected with immediate effect by giving such notice in writing

In such circumstances **we** shall return a proportionate premium for the unexpired period of cover provided no claims have been paid or are outstanding

## 10. ASSIGNMENT

**You** shall not assign any of the rights or benefits under this policy or any section of this policy without **our** prior written consent

**We** will not be bound to accept or be affected by any notice of trust charge lien of purported assignment or other dealing with or relating to this policy or any section of this policy

## 11. LAW APPLICABLE

This policy (other than the Legal expenses section) shall be governed by and construed in accordance with the law of England and Wales unless the **insured's** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply

## 12. RIGHTS OF THIRD PARTIES

A person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act

## 13. NO CLAIMS DISCOUNT

If the premium by this policy is subject to a No Claims Discount and no claim is made or pending during the twelve months immediately preceding the renewal of the policy then a No Claims Discount will be allowed from the renewal premium

## Claims Conditions

### Your duties

When an incident occurs that may result in a claim it is a **condition precedent to liability** that **you** shall

- (a) take all practicable steps to recover property lost and otherwise minimise the claim
- (b) tell the police as soon as is reasonably possible if the **damage** is caused by thieves malicious persons vandals or as a result of riot civil commotion strikes or labour disturbances
- (c) tell **us** as soon as **you** become aware
- (d) within 30 days (7 days for **damage** by riot civil commotion strikes or labour disturbances) give **us** at **your** expense any information **we** require and continue to provide **us** with any information and assistance **we** require before or after **we** pay **your** claim under the policy
- (e) not make or allow to be made on **your** behalf any admission offer promise payment or indemnity without **our** written consent
- (f) forward to **us** every letter claim writ summons and process immediately upon receipt without acknowledgement and advise **us** in writing as soon as **you** have any knowledge of any impending prosecution inquest or inquiry in connection with that event

Additional conditions apply to Legal expenses cover which are detailed in the section and which include conditions relating to **your** legal representation

### Our rights

**We** may

- (a) start take over defend and conduct any legal action in **your** name
- (b) prosecute in **your** name for **our** benefit any claim for indemnity or damages  
**We** will have full discretion in the conduct and settlement of any such action
- (c) enter any building where **damage** has occurred and take and keep possession of any property insured by this policy  
**We** will not accept property abandoned to **us**

This policy shall be proof that **you** have authorised **our** rights under this condition

- (d) at any time pay to **you** the relevant limit of indemnity
  - (i) in the case of Employers' liability or Prosecution defence cost claims less any amount already paid or incurred
  - (ii) in the case of Public liability claims less any amount already paid or incurred as damages or any lesser amount for which at **our** discretion any claim or claims can be settled

**We** will then relinquish control of the claim and have no further liability except for any Public liability claim (other than any claim originating from within the legal jurisdiction of the United States of America or Canada) **we** will also pay any legal costs incurred prior to the date of such payment

Additional conditions apply to Legal expenses cover which are detailed in the section and which include conditions relating to **your** legal representation



# Section I Property Damage

## Definitions

Each time any of the following words or phrases appear in this section in **bold italic** type they will take the specific meaning shown below. Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply.

### Contents

means the contents of the **buildings** used in connection with the **business** including furniture, carpets, furnishings and all other property belonging to **you** or for which **you** are legally responsible whilst contained in parts of the **buildings** under **your** direct control.

But excluding:

- (i) landlord's fixtures and fittings
- (ii) **contents of common parts**
- (iii) clothing, personal belongings and pedal cycles
- (iv) stock and materials in trade
- (v) property belonging to any tenant for which **you** are not responsible
- (vi) money, securities, coins, stamps, jewellery, watches, furs, precious metals, precious stones or articles made from them, curios, works of art, antiques, sculptures, rare books, plans, patterns, moulds, designs or explosives
- (vii) computer and photographic systems, computer systems, records, mobile devices where the sole or primary function of the item is to make, send and receive telephone calls and SMS messages
- (viii) any other property more specifically insured

### Contents of common parts

means

- (a) furniture and furnishings owned by **you** or for which **you** are responsible in those parts of the **buildings** to which all tenants have access
- (b) the maintenance and cleaning equipment, machinery and tools **you** keep in the **buildings** in connection with **your business**

But excluding:

- (i) landlord's fixtures and fittings
- (ii) **contents**
- (iii) money, securities, coins, stamps, jewellery, watches, furs, precious metals, precious stones or articles made from them, computer systems, records, curios, works of art, antiques, sculptures, rare books, plans, patterns, moulds, designs or explosives
- (iv) any other property more specifically insured

### Data

means information represented or stored electronically including but not limited to code or series of instructions, operating systems, software programs and firmware.

### Failure of a system

means the complete or partial failure or inability, whether in terms of availability, functionality and/or performance or otherwise of a **system**, whether or not owned by **you** to operate at any time as desired, as specified or as required in the circumstances of **your** business activities.

### Heave

means upward movement of the ground beneath the site on which the **premises** stand as a result of the soil expanding.

### Item(s) insured

means the items insured as set out in the Property damage section of the schedule to this policy.

### Landslip

means downward movement of sloping ground at the site on which the **premises** stand.

### Microchip(s)

means a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly includes integrated circuits and microcontroller.

### Settlement

means downward movement as a result of the

- (a) normal settlement or bedding-down of structures
- (b) settlement or movement of made-up ground

### Subsidence

means downward movement of the ground beneath the site on which the **premises** stand.

### System(s)

shall include computers, other computing and electronic equipment linked to a computer hardware, electronic data processing equipment, **microchips** and anything which relies on a **microchip** for any part of its operation and includes for the avoidance of doubt any computer installation.

### Virus

means programming code designed to achieve an unexpected, unauthorised and/or undesirable effect or operation when loaded onto a **system**, transmitted between **systems** by transfer between computer systems via networks, extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMS or otherwise and whether involving self-replication or not.

## Section 1 Property Damage

### Cover

We will indemnify **you** in respect of **damage** to the **item(s) insured** at the **premises** or elsewhere as stated in the schedule by an insurable event happening during the period of insurance

### Insurable events

#### 1. FIRE LIGHTNING AND EXPLOSION

Fire not caused by

- (a) the property's own spontaneous fermentation or heating or its undergoing any process involving the application of heat
- (b) earthquake subterranean fire

Lightning

Explosion excluding

- (a) **damage** in respect of and originating in any vessel machinery or apparatus or its contents belonging to **you** or under **your** control which is required to be examined to comply with any statutory regulations unless such vessel machinery or apparatus is the subject of a contract providing the required inspection service
- (b) **damage** caused by the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to **you** or under **your** control

#### 2. AIRCRAFT

Aircraft and other aerial devices or articles dropped from them excluding **damage** occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

#### 3. RIOT

Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances excluding **damage**

- (a) resulting from cessation of work
- (b) occasioned by confiscation or destruction or requisition by order of the government or any public authority
- (c) to any building which is **unoccupied**

#### 4. MALICIOUS PERSONS

Malicious persons excluding **damage**

- (a) resulting from cessation of work
- (b) by theft or attempted theft
- (c) to moveable property in the open except as specifically provided for in the Property in the open extension
- (d) occasioned by confiscation or destruction or requisition by order of the government or any public authority
- (e) to any building which is **unoccupied**

#### 5. EARTHQUAKE

#### 6. SUBTERRANEAN FIRE

#### 7. STORM

Storm excluding **damage**

- (a) by
  - (i) the escape of water from the normal confines of any natural or artificial water course or lake reservoir canal or dam
  - (ii) inundation from the seawhether resulting from storm or otherwise
- (b) attributable solely to change in the water table level
- (c) by frost **subsidence** or **landslip**
- (d) to fences gates hedges and moveable property in the open
- (e) to any building which is **unoccupied**

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## Section I Property Damage

### 8. FLOOD

Flood caused by

- (a) the escape of water from the normal confines of any natural or artificial water course or lake reservoir canal or dam
- (b) inundation from the sea
  - but excluding **damage**
    - (i) attributable solely to change in the water table level
    - (ii) by frost **subsidence landslip** or **heave**
    - (iii) to fences gates hedges and moveable property in the open
    - (iv) to any building which is **unoccupied**

### 9. ESCAPE OF WATER

Escape of water from any tank apparatus or pipe including **damage** to any water tank apparatus or pipe itself caused by freezing of water

Excluding **damage**

- (i) by water discharged or leaking from an installation of automatic sprinklers
- (ii) to any building which is **unoccupied**

### 10. IMPACT

Impact by any road or rail vehicle or animal

### 11. FALLING TREES

Accidental **damage** caused by falling trees branches telegraph poles lamp posts or pylons

Excluding **damage** which is specifically insured by any other insurable event

### 12. FALLING AERIALS

Accidental **damage** caused by falling television and radio receiving aerials aerial fittings and masts satellite dishes wind turbines solar panels photovoltaic panels and security equipment attached to a building

Excluding **damage**

- (i) which is specifically insured by any other insurable event
- (ii) to the television and radio receiving aerials aerial fittings and masts satellite dishes wind turbines solar panels photovoltaic panels and security equipment itself

### 13. ESCAPE OF OIL

Escape of oil from any fixed oil fired heating installation or storage tank caused by a sudden identifiable unintended and unexpected incident which has taken place in its entirety at a specific time and place during the period of insurance

Excluding **damage** to any building which is **unoccupied**

### 14. SPRINKLER LEAKAGE

Accidental escape of water from any automatic sprinkler installation in the **premises** not caused by explosion earthquake subterranean fire or heat caused by fire

Excluding **damage** to any building which is **unoccupied**

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## Section 1 Property Damage

### 15. ACCIDENTAL DAMAGE

Any other accidental **damage** excluding **damage**

- (a) which is
  - (i) specifically insured by any other insurable event
  - (ii) specifically excluded by any other insurable event
  - (iii) is otherwise excluded elsewhere in this section
- (b) caused by or consisting of inherent vice latent defect depreciation gradually operating causes wear and tear frost its own faulty or defective design or materials faulty or defective workmanship by **you** or any of **your** employees operational error or omission by **you** or any of **your** employees  
But this shall not exclude subsequent **damage** which itself results from a cause not otherwise excluded
- (c) caused by or consisting of corrosion dust rust wet or dry rot contamination mildew shrinkage evaporation loss of weight dampness dryness marring scratching **vermin** change in temperature colour flavour texture or finish
- (d) caused by or consisting of erasure loss distortion or corruption of information on computer systems or other records programs or software
- (e) to property resulting from its undergoing any process of cleaning dyeing restoration production packing treatment testing commissioning servicing or repair
- (f) caused by atmospheric and climatic conditions
- (g) consisting of
  - (i) joint leakage failure of welds or cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
  - (ii) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates
- (h) caused by or consisting of
  - (i) acts of fraud or dishonesty
  - (ii) disappearance unexplained or inventory shortage misfiling or misplacing of information
- (i) to a building or structure caused by its own collapse or cracking
- (j) to moveable property in the open fences gates and hedges by wind rain hail sleet snow or dust
- (k) to wind turbines solar panels and photovoltaic panels
- (l) to any building which is **unoccupied**
- (m) to fixed glass or sanitary fixtures

### 16. SUBSIDENCE

**Subsidence heave** or **landslip** excluding **damage**

- (a) attributable solely to change in the water table level
- (b) to bridges boundary walls gates fences piping ducting cables wires and associated control gear and accessories yards car parks roads and pavements storage tanks artificial playing surfaces and swimming pools unless also resulting in **damage** to a building insured under this policy
- (c) caused by or consisting of
  - (i) **settlement**
  - (ii) coastal or river erosion
- (d) caused by defective design or workmanship or the use of defective materials
- (e) caused by fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
- (f) which originated prior to the inception of cover
- (g) resulting from
  - (i) demolition construction structural alteration or repair of any property
  - (ii) groundworks or excavation  
at the same **premises**

#### Special condition

**You** shall notify **us** immediately **you** become aware of any demolition groundworks excavation or construction being carried out on any adjoining site

**We** shall then have the right to vary these terms or cancel this cover

### 17. THEFT OR ATTEMPTED THEFT

Theft or attempted theft of the **contents of common parts** or **contents**

- (a) involving entry to or exit from the buildings of the **premises** by forcible and violent means
- (b) following actual or threatened assault or violence

Excluding

- (i) **damage** to the **buildings**
- (ii) theft or attempted theft from any building which is **unoccupied**

## Section I Property Damage

### Exclusions

The cover provided by this section excludes

- (1) **damage** caused by pollution or contamination but this shall not exclude **damage** to the property insured not otherwise excluded caused by
  - (a) pollution or contamination which itself results from any of the insurable events other than Accidental damage
  - (b) any of the insurable events other than Accidental damage which itself results from pollution or contamination
- (2) consequential loss of any kind
- (3) **damage** to
  - (a) **data** which shall include but shall not be limited to
    - (i) **damage** to or corruption of **data** whether in whole or in part
    - (ii) unauthorised appropriation of use of access to or modification of **data**
    - (iii) unauthorised transmission of **data** to any third parties
    - (iv) **damage** arising out of any misinterpretation use or misuse of **data**
    - (v) **damage** arising out of any operator error in respect of **data**
  - (b) any items insured arising directly or indirectly from
    - (i) the transmission or impact of any **virus**
    - (ii) unauthorised access to a **system**
    - (iii) interruption of or interference with electronic means of communication used in the conduct of **your business** including but not **limited** to any diminution in the performance of any website or electronic means of communication
    - (iv) **failure of a system**
    - (v) anything described in (a) abovebut in respect of (b) (i) (b) (ii) (b) (iii) and (b) (iv) this shall not exclude subsequent **damage** or loss resulting from subsequent **damage** which itself results from a cause not otherwise excluded provided that such **damage** does not arise by reason of any malicious act or omission
- (4) **damage** to any electrical plant or apparatus caused by self-ignition but this exclusion shall apply only to that part of the electrical plant or apparatus in which self-ignition occurs

### Basis of settlement

**We** will pay up to the value of the **item(s) insured** at the time of the **damage** or at **our** option repair reinstate or replace the **item(s) insured** in accordance with the following

#### 1. REINSTATEMENT

Subject to the following special conditions the basis upon which the amount payable in respect of property **insured** under this section is to be calculated shall be the reinstatement of the property lost destroyed or damaged

For this purpose "reinstatement" means

- (a) the rebuilding or replacement of property lost or destroyed which provided **our** liability is not increased may be carried out
  - (i) in any manner suitable to **your** requirements
  - (ii) upon another site
- (b) the repair or restoration of property damaged

In the case of (a) or (b) to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

#### Special conditions applicable to this basis of settlement

- (1) If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this basis of settlement exceeds its sum insured at the time of commencement of any **damage** **our** liability shall not exceed that proportion of the amount of the **damage** which the said sum insured adjusted for index-linking shall bear to the sum representing the total cost of reinstating the whole of such property at that time
- (2) **Our** liability for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed
- (3) No payment beyond the amount which would have been payable in the absence of this basis of settlement shall be made
  - (a) unless reinstatement commences and proceeds without unreasonable delay
  - (b) until the cost of reinstatement shall have been actually incurred
  - (c) if the property insured at the time of its **damage** shall be insured by any other insurance effected by **you** or on **your** behalf which is not upon the same basis of reinstatement
- (4) **We** shall not be bound to reinstate exactly or completely any property that is the subject of a claim but only as circumstances permit and in reasonably sufficient manner

**We** shall not pay out in respect of any one of the **items insured** more than its sum insured
- (5) All the terms and conditions of the policy shall apply
  - (a) in respect of any claim payable under this basis of settlement except insofar as they are varied hereby
  - (b) where claims are payable as if this basis of settlement had not been incorporated

## Section 1 Property Damage

### 2. DAY ONE BASIS – NON-ADJUSTABLE

This applies if a Day One figure is shown against an item in the schedule

- (1) **You** have agreed the declared value incorporated in each item to which this extension applies and the premium has been calculated accordingly

“Declared value” means **your** assessment of the cost of reinstatement of the property insured (as defined in Basis of settlement – Reinstatement) at the level of costs applying at the inception of the period of insurance (ignoring inflationary factors which may operate subsequently) together with insofar as the insurance by the item provides due allowance for

- (a) the additional cost of reinstatement to comply with the stipulations defined in the European Union and Public Authorities (including undamaged portions) extension
- (b) professional fees
- (c) debris removal costs

- (2) At the inception of each period of insurance **you** shall notify **us** of the declared value of the property insured by each of the said item(s)

In the absence of such declaration the last amount declared by **you** (adjusted to reflect index-linking) shall be taken as the declared value for the ensuing period of insurance

- (3) In respect of each item to which this extension applies the following replaces Special conditions (1) and (4) of Basis of settlement – Reinstatement

- (1) Each item insured under this basis of settlement is declared to be separately subject to the following condition of underinsurance namely

If at the time of **damage** the declared value of the property covered by such item be less than the cost of reinstatement (as defined in paragraph 1 of the Day One memorandum) at the inception of the period of insurance then **our** liability shall be limited to that proportion thereof which the declared value bears to such cost of reinstatement

- (4) Where by reason of any of the above Special conditions no payment is to be made beyond the amount which would have been payable under the policy if this basis of settlement had not been incorporated the rights and liabilities of the **Company** and the **insured** in respect of the **damage** shall be subject to the terms of the policy including any condition of underinsurance as if this basis of settlement had not been incorporated except that the sums insured shall be increased in proportion with the additional amount charged in respect of this memorandum

### 3. LOSS OF MARKET VALUE

If **you** elect not to rebuild or repair the **buildings** and **we** choose not to reinstate **buildings** lost destroyed or damaged as set out in Basis of settlement 1 and 2 above **we** will pay the reduction in the market value of the **buildings** immediately following **damage** solely as a result of the **damage** but not exceeding the amount which would have been payable had the **buildings** been rebuilt or repaired and in no case shall the total amount recoverable under any item exceed its sum insured

### 4. BUILDINGS AWAITING REFURBISHMENT REDEVELOPMENT OR RENOVATION

In respect of **buildings** awaiting refurbishment redevelopment or renovation **we** will not be liable for any costs which would have been incurred by **you** had the **damage** not occurred

#### Limit of Liability

**Our** liability in any one period of insurance shall not exceed the sum insured for each **item insured** or any other limit of liability in this section and in total shall not exceed the total sum insured for all items

Irrespective of the number of insured parties **our** total liability to all the insured parties collectively in respect of the cover insured by this section shall not exceed the total sum insured for all items or in respect of any item its sum insured or any other stated limit of liability

Any payment or payments by **us** to any one or more insured party shall reduce the extent of **our** liability to all parties by the amount of such payment in respect of any one event giving rise to a claim under this section

#### Automatic reinstatement of sum insured

The sums insured stated in the schedule will be automatically reinstated by the amount of any claim **we** pay provided that

- (a) **we** have not given **you** notice within 30 days of **you** reporting the **damage** that **we** will not reinstate the sum insured
- (b) **you** pay any such additional premium as may be required
- (c) **you** complete any improvements to security or other measures **we** may require at the **premises**
- (d) in respect of **damage** by theft or attempted theft reinstatement of the sum insured will apply only once during each period of insurance at each separate **premises**

## Section 1 Property Damage

### Memoranda

#### 1. INDEX-LINKING

Unless the Day One Basis – non-adjustable memorandum applies the sum insured by each **item insured** (but not extension limits) under this section will be adjusted in accordance with suitable indices selected by **us**

The annual renewal premium will be amended accordingly

In the event of **damage** index-linking will continue from the date of **damage** until the resulting claim is settled but **we** will not pay for increased costs which arise due to unnecessary delay on **your** part

#### 2. UNDERINSURANCE

Unless otherwise shown in the schedule or elsewhere in this policy the sum insured by each **item insured** is subject to the following condition of underinsurance

If the property insured by any item of this section shall at the commencement of any **damage** to such property be collectively of greater value than such sum insured as adjusted for index-linking **you** will be considered as being **your** own insurer for the difference and shall bear a rateable proportion of the loss accordingly

#### 3. ADJUSTMENT OF PREMIUM

If any part of the premium has been calculated on estimates **you** shall within 30 days from the expiry of each period of insurance supply to **us** such information as **we** may require

The premium for such period will be adjusted and the difference paid by or allowed to **you** subject to any minimum premium

#### 4. DESIGNATION

For the purpose of determining where necessary the heading under which any property is insured **we** agree to accept the designation under which such property has been entered in **your** books

#### 5. 72 HOUR PROVISION

All individual losses arising out of and directly occasioned by the Insurable events of Storm Flood or Earthquake occurring continuously or intermittently within 72 consecutive hours is deemed to be one event and one **excess** will apply

The date and time that any such period of 72 hours shall commence shall be set by **us**

#### 6. SUBROGATION WAIVER

In the event of a claim **we** shall not enforce any rights against

(a) any company being parent of or subsidiary to the **insured**

(b) any company which is a subsidiary of a parent company of which the **insured** are themselves a subsidiary

in each case within the meaning of the Companies Act prevailing at the time of **damage**

(c) any tenant of the **premises** provided that the **damage** did not result from a criminal fraudulent or malicious act of the tenant

### Extensions

The insurance provided by this section is extended to include the following (subject to the **excess** applying to the insurable event causing the **damage**)

Unless specifically stated otherwise these extensions do not increase **our** liability as stated in the Limit of liability paragraph to this section

#### 1. NON-INVALIDATION

The cover by this section shall not be invalidated by any act omission or alteration whereby the risk of **damage** is increased unknown to **you** or beyond **your** control provided that **you** immediately on becoming aware of this give notice to **us** and pay an additional premium if required

#### 2. OTHER INTERESTS

The interest in the **buildings** insured by this section of any mortgagees lessees and freeholders of the property is noted

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## Section 1 Property Damage

### 3. FEES

Architects' surveyors' consulting engineers' and legal fees necessarily and reasonably incurred in the reinstatement of the property insured consequent upon its **damage** by an insurable event but not for preparing any claim it being understood that the amount payable for such **damage** and fees shall not exceed in the aggregate the sum insured by each item

### 4. REMOVAL OF DEBRIS

- (a) Costs and expenses necessarily incurred by **you** with **our** consent in
- (i) removing debris
  - (ii) dismantling and/or demolishing
  - (iii) shoring up or propping
- of the portion or portions of the property insured by the said items destroyed or damaged by any insurable event it being understood that the amount payable for such **damage** and costs incurred under (i) (ii) and (iii) shall not exceed in the aggregate the sum insured by each item
- (b) Irrecoverable costs and expenses necessarily incurred by **you** with **our** consent in removing the debris of contents (not belonging to **you**) destroyed or damaged by an insurable event occurring at the **premises** provided the total amount payable including such costs and expenses shall not exceed the buildings sum insured to which such contents relate
- (c) Costs and expenses necessarily incurred by **you** with **our** consent in removing fallen trees within the grounds of the **premises**  
Provided that
- (1) the trees have fallen as a result of an insurable event and
  - (2) the buildings of the **premises** are damaged by the same insurable event occurring at the same time and a claim for this **damage** has been admitted by **us**
- (d) Costs and expenses necessarily incurred by **you** with **our** consent in removing debris of any **buildings** awaiting demolition  
Provided that
- (1) the costs and expenses are solely as a result of **damage** by an insurable event
  - (2) a claim for this **damage** has been admitted by **us**
- We** will not pay for any costs or expenses
- (i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site
  - (ii) arising from pollution or contamination of property not insured by this section

### 5. REINSTATEMENT TO MATCH

Where **buildings** have suffered **damage you** may replace repair or restore the property with equivalent property which employs current technology and replacement repair or restoration of such property shall not for the purposes of this section be regarded as being better or more extensive than when new

This section further extends to include the replacement or modification of undamaged property insofar as it is necessary to adapt it to operate in conjunction with that property which has been replaced repaired or restored

The amount payable shall not exceed in the aggregate the sum insured by each item

### 6. TEMPORARY REMOVAL

Any parts of the **buildings contents of common parts** and **contents** are covered while temporarily removed for cleaning renovation repair or other similar purpose elsewhere on the **premises** or to any other premises and in transit between such locations in the **geographical limits**

Limit

10% of the sum insured on the relevant **buildings contents of common parts** or **contents** item in any one period of insurance

### 7. EUROPEAN UNION AND PUBLIC AUTHORITIES (INCLUDING UNDAMAGED PORTIONS)

The additional cost of reinstatement of the destroyed or damaged property and undamaged portions as may be incurred solely by reason of the necessity to comply with the stipulations of

- (i) European Union legislation or
- (ii) building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority (hereinafter referred to as "the Stipulations")

Excluding

- (a) the cost incurred in complying with the Stipulations
  - (i) in respect of **damage** occurring prior to the granting of this extension
  - (ii) in respect of **damage** excluded or otherwise not insured by this section
  - (iii) under which notice has been served upon **you** prior to the happening of the **damage**
  - (iv) for which there is an existing requirement which has to be implemented within a given period
- (b) the additional cost that would have been required to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- (c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner of the property by reason of compliance with the Stipulations



## Section I Property Damage

### Special conditions applicable to this extension

- (1) The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the **damage** or within such further time as **we** may allow (during the said 12 months) and may be carried out upon another site (if the Stipulations so necessitate) subject to **our** liability under this extension not being increased
- (2) If **our** liability under the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy then **our** liability under this extension (in respect of any such item) shall be reduced in like proportion
- (3) The total amount recoverable under any item of the policy under this extension shall not exceed
  - (a) 15% of its sum insured or
  - (b) where the sum insured by the item applies to property at more than one premises 15% of the total amount for which **we** would have been liable had the property insured by the item at the **premises** where **damage** has occurred been wholly destroyed
- (4) The total amount recoverable under any item of the policy shall not exceed its sum insured
- (5) All the terms of this policy except insofar as they may be expressly varied shall apply as if they had been incorporated herein

### 8. EMERGENCY SERVICES DAMAGE TO THE GROUNDS

**Damage** caused by the emergency services at any part of the **premises** or to insured property or the grounds for which **you** are responsible excluding police raids

The most **we** will pay is £25,000 for any one claim

### 9. LOSS OF OIL GAS OR WATER

**We** will pay for

- (a) loss of oil (other than covered by (c) below) gas or metered water from the water or heating system after **damage** by an insurable event to that system
- (b) the cost of replacing liquid petroleum gas or oil following accidental discharge from the storage container at the **premises**
- (c) theft of oil from any storage tank used for the heating system at **your premises** provided theft is an insurable event under this policy

The most **we** will pay in respect of any one claim and in the aggregate for all claims in any one period of insurance is £10,000

### 10. LOSS MINIMISATION EXPENSES

Costs and expenses necessarily and reasonably incurred with **our** prior consent by **you** or on **your** behalf to prevent or minimise actual or imminent **damage** at the **premises** provided such costs are

- (a) directly related to **damage** caused by the insurable event which is likely to occur in the immediate future unless urgent preventative action is taken
- (b) not more specifically insured elsewhere

The most **we** will pay in respect of any one claim and in the aggregate for all claims in any one period of insurance is £5,000

### 11. GLASS AND SANITARY FIXTURES

Accidental **damage** of any part of the exterior and interior glass sanitary fixtures or signs including the reasonable cost of

- (a) repairs to framework following breakage of the insured glass
- (b) necessary boarding-up pending replacement of the insured glass
- (c) in the case of multiple glazing the additional cost of re-creating vacuums or the purchase and installation of new sealed units
- (d) replacing any lettering painting or alarm foil on such glass

Excluding **damage**

- (i) for which the tenant is responsible under the terms of any lease
- (ii) which is
  - (a) more specifically insured by any insurable event
  - (b) specifically excluded by any insurable event
  - (c) is otherwise excluded elsewhere in this section
- (iii) to glass sanitary fixtures or signs already damaged at the commencement of the insurance
- (iv) to glass by scratching or chipping
- (v) to glass while not fixed
- (vi) caused by or traceable to alterations to the **premises** or in the glass whereby the risk of **damage** is increased
- (vii) to bulbs or tubes unless the signs in which they are contained are damaged at the same time
- (viii) to any building which is **unoccupied**

The **excess** applicable to losses under this extension shall be equal to the **excess** applied in respect of the insurable event of Accidental damage

### 12. SALE OF THE BUILDING

The interest of the purchaser in the insurance by this section for the period from the written offer and acceptance or exchange of contracts until completion of the sale is noted

Provided that

- (a) the **buildings** are not insured elsewhere for the benefit of the purchaser
- (b) the purchaser complies with and is bound by the terms of the policy

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## Section 1 Property Damage

### 13. DAMAGE TO THE BUILDINGS BY THEFT

The insurance extends to include

- (a) repairs to the **buildings** following theft or attempted theft of the fabric of the **buildings** excluding following the theft of external metal provided that the **buildings** are insured under this section

Limit

up to £7,500 in any one period of insurance

- (b) repairs to the **buildings** following theft or attempted theft of external metal provided that the **buildings** are insured under this section

Limit

up to £7,500 in any one period of insurance

- (c) **damage** to the **buildings** caused by theft or attempted theft of **contents of common parts** or **contents**

Limit

up to £7,500 in any one period of insurance

- (d) **damage** to **buildings** directly caused as a result of the entry of rainwater following the theft or attempted theft of the fabric of the **buildings** including external metal

Limit

up to £7,500 in any one period of insurance

This extension does not apply

- (i) when scaffolding is erected at the **premises** unless **we** have agreed in writing to continue cover
- (ii) in respect of any **unoccupied premises**

### 14. LOCK REPLACEMENT FOLLOWING LOSS OR THEFT OF KEYS

The reasonable cost necessarily incurred by **you** to replace locks at the **premises** following

- (a) accidental loss of keys
- (b) damage to keys or the locks at the **premises**
- (c) theft of keys from the **premises** or from **your** home or the home of any principal director partner or employee authorised to hold such keys

Limit

£2,500 any one claim

£5,000 any one period of insurance

### 15. PROPERTY IN THE OPEN

**Damage** by the insurable event to garden furniture ornaments statues gardening equipment and signage in the grounds of the **premises** unless more specifically insured

Limit

£5,000 any one claim

For the purpose of this extension

- (i) the Theft or attempted theft insurable event includes theft or attempted theft not involving forcible and violent entry
- (ii) the exclusion under the insurable event of Malicious persons relating to moveable property in the open does not apply

### 16. TRACE AND ACCESS

The costs and expenses necessarily and reasonably incurred by **you** with **our** consent in locating the source of **damage** caused by an escape of oil or water from any fixed water or heating system in the **buildings** and in subsequent repair of **damage** caused by locating the source

Limit

£25,000 any one claim

### 17. UNDERGROUND PIPES AND CABLES

Accidental **damage** to underground pipes and cables for which **you** are responsible

Excluding **damage** which is

- (a) specifically insured by any insurable event under this section
- (b) specifically excluded by any insurable event under this section
- (c) is otherwise excluded elsewhere in this section

### 18. CLEARING OF DRAINS

The reasonable costs incurred by **you** for clearing or repairing drains gutters sewers and the like for which **you** are responsible incurred as a direct result of **damage** caused by an **insured event**

Limit

£50,000 any one claim

## Section 1 Property Damage

### 19. EXTINGUISHER AND ALARM RESETTING EXPENSES

The reasonable costs incurred by **you** in refilling fire extinguishing appliances replacing sprinkler heads and resetting fire or intruder alarm systems solely in consequence of their activation following an insurable event

### 20. SPRINKLER UPGRADE COSTS

The additional costs incurred in upgrading an automatic sprinkler installation to the current Loss Prevention Council Rules (only when the upgrade is imposed upon **you** by **us**) following **damage** to the **buildings** provided that at the time of **damage** the installation conformed to the 29th Edition Rules for Automatic Sprinkler Installations or any subsequent amendment or revised edition as issued by the Loss Prevention Council and current at the time of installation but did not conform to subsequent amendments to those Rules

The most **we** will pay under this extension is 20% of the sum insured on the building

### 21. UNAUTHORISED USE OF UTILITIES

The cost of metered water oil electricity or gas for which **you** are legally responsible arising from its unauthorised use by persons taking or keeping possession or occupying the **buildings** without **your** authority provided that the **buildings** are inspected weekly by a responsible person on **your** behalf and all practicable steps are taken to terminate such unauthorised use as soon as it is discovered

Limit

£5,000 any one claim

£10,000 any one period of insurance

### 22. PRIVATE RESIDENCES (TEMPORARY ACCOMMODATION)

If any private dwelling house or private flat (described as such in the schedule) cannot be lived in following **damage** insured by this section (or in the case of a private flat if the resident is denied access to it by an insurable event elsewhere within the building) **we** will pay for the reasonable and necessary additional costs that **you** are liable for in respect of the following

- (a) residents' temporary accommodation and storage of furniture
- (b) kennel accommodation for the residents' domestic cat(s) and dog(s)
- (c) travelling expenses

until the private dwelling house or private flat is fit to live in again or until access is restored

The most **we** will pay under this extension is

- (i) 20% of the sum insured on the building in respect of private dwelling houses
- (ii) 20% of the sum produced by dividing the buildings sum insured by the number of flats in respect of each private flat

for a maximum period of 24 months from the date of **damage**

### 23. FLY TIPPING

Costs and expenses necessarily and reasonably incurred by **you** in clearing treating and removing anything illegally or maliciously deposited at the **premises**

This cover will not apply in respect of any **unoccupied premises**

Limit

£2,500 any one claim

£5,000 any one period of insurance

### 24. LANDSCAPING COSTS

The necessary and reasonable costs to restore landscaped gardens or grounds at the **premises** following **damage** by the insurable event to its appearance when first planted

Excluding

- (i) **damage** by the insurable events of storm or flood
- (ii) any cost arising from the failure of seed to germinate or trees plants or turf to become established

Limit

£2,500 any one claim

£5,000 any one period of insurance

### 25. TREES

The costs of felling lopping or removing trees which represent an immediate threat to the safety of life or **damage** to the **buildings**

Limit

£500 any one claim

£2,500 any one period of insurance

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## Section 1 Property Damage

### 26. REMOVAL OF INSECT NESTS

**We** will pay the costs incurred by **you** in removing wasp bee or hornet nests from the **buildings**

Limit

£500 any one claim

**Extensions 27 and 28 increase the sums insured that apply but only to the extent stated**

### 27. CAPITAL ADDITIONS

Under the Buildings, Contents of common parts and Contents items

- (a) alterations and additions to the property insured but not in respect of any appreciation in value up to 10% of the total sum insured on such property or £250,000 in respect of **buildings, contents of common parts** and **contents** whichever is the less
- (b) newly acquired property so far as it is not otherwise insured anywhere in the **geographical limits** up to a limit of £250,000 any one property

Provided that **you** undertake to give details of such extension of cover as soon as practicable (at no later than six-monthly intervals) and to effect specific insurance and pay any additional premium that is required from the inception of such cover

### 28. ACCIDENTAL OMISSION OF VALUE ADDED TAX

For any **buildings** item **we** will pay the Value Added Tax payable by **you** which has been inadvertently omitted from the sum insured and which **you** are not subsequently able to recover provided that

- (1)
  - (a) **your** liability for such tax arises solely from the rebuilding or restoration of the **buildings** following **damage**
  - (b) **we** have paid or agreed to pay for such **damage**
  - (c) if the payment **we** make for the rebuilding or restoration is less than the actual cost of rebuilding or restoration **we** will only pay the same proportion of the Value Added Tax applicable
- (2) **your** liability for such tax does not arise from the replacement buildings having a greater floor area than or being in a better condition or more extensive than the damaged **buildings**
- (3) if the **buildings** are rebuilt on another site following **damage** **we** will not pay more Value Added Tax than **we** would have done had the rebuilding been completed at the original site
- (4) **we** will not pay any amounts in relation to penalties imposed upon **you** for late or non-payment of Value Added Tax
- (5) for the purposes of any underinsurance penalty rebuilding costs shall be exclusive of Value Added Tax
- (6) **our** liability may exceed the sum insured by an item or in the whole the total sum insured where such additional amount is solely for Value Added Tax due

### 29. WORKMEN

Workmen are allowed to work on the **buildings** for the purposes of effecting any decorations or minor repairs additions or alterations without prejudice to this policy.

## Section 2 Rental Income

### Definitions

Each time any of the following words or phrases appear in this section in **bold italic** type they will take the specific meaning shown below. Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply.

#### **Adjusted**

means adjusted as necessary to provide for the trend of the **business** and any other circumstances affecting the **business** either before or after the **damage** or which would have affected the **business** had the **damage** not occurred so that the adjusted figures represent as near as possible the results which would have been obtained during the relative period after the **damage** had the **damage** not occurred.

#### **Annual rent receivable**

means the actual annual rent prevailing at the commencement of the period of insurance or the estimated annual **rent receivable** during the period of insurance after allowance for rent reviews whichever is the greater.

#### **Computer equipment**

means equipment that is electronic computer or other data processing equipment including all forms of electronic magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment software and peripherals used in conjunction with such equipment belonging to **you** or for which **you** are responsible.

#### **Damage**

means destruction or damage caused by any of the insurable events which are insured by the Property Damage section. For the purpose of this section 'explosion' shall include explosion of any boiler or economiser on the **premises**.

#### **Data**

means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware.

#### **Failure of a system**

means the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a **system** whether or not owned by **you** to operate at any time as desired as specified or as required in the circumstances of the **your** business activities.

#### **Indemnity period**

means the period beginning with the occurrence of the **damage** and ending not later than the expiry of the maximum indemnity period during which the results of the **business** are affected as a result of the **damage**.

#### **Microchip(s)**

means a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly includes integrated circuits and microcontroller.

#### **Rent receivable**

means the amount of the rent and service charges received or receivable from the letting of the **premises**.

#### **Standard rent receivable**

means the **rent receivable** during the period corresponding with the **indemnity period** in the 12 months immediately before the date of the **damage** proportionately increased where the maximum indemnity period exceeds 12 months **adjusted**.

#### **System(s)**

shall include computers other computing and electronic equipment linked to a computer hardware electronic data processing equipment **microchips** and anything which relies on a **microchip** for any part of its operation and includes for the avoidance of doubt any computer installation.

#### **Virus**

means programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a **system** transmitted between **systems** by transfer between computer systems via networks extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMS or otherwise and whether involving self-replication or not.

### Cover

If any property used by **you** at the **premises** suffers **damage** during the period of insurance and as a result the **business** at the **premises** is interrupted or interfered with **we** will pay to **you** for each item in the schedule the amount of loss as a result of the interruption or interference in accordance with the Basis of settlement.

Provided that at the time of the **damage** there is insurance in force covering **your** interest in the property at the **premises** against **damage** and payment shall have been made or liability admitted under that insurance (but this proviso shall not apply if no payment is made solely due to an **excess**).

## Section 2 Rental Income

### Exclusions

The cover provided by this section excludes loss arising from

- (1) pollution or contamination unless such loss results from **damage** to property used by **you** at the **premises** for the purposes of the **business** and which is not otherwise excluded caused by
  - (a) pollution or contamination at the **premises** which itself results from any of the insurable events other than Accidental damage
  - (b) any of the insurable events other than Accidental damage which itself results from pollution or contamination
- (2) **damage** to
  - (a) **data** (other as provided for under the Reinstatement of data extension) which shall include but shall not be limited to
    - (i) **damage** to or corruption of **data** whether in whole or in part
    - (ii) unauthorised appropriation of use of access to or modification of **data**
    - (iii) unauthorised transmission of **data** to any third parties
    - (iv) **damage** arising out of any misinterpretation use or misuse of **data**
    - (v) **damage** arising out of any operator error in respect of **data**
  - (b) any items insured arising directly or indirectly from
    - (i) the transmission or impact of any **virus**
    - (ii) unauthorised access to a **system**
    - (iii) interruption of or interference with electronic means of communication used in the conduct of **your business** including but not limited to any diminution in the performance of any website or electronic means of communication
    - (iv) **failure of a system**
    - (v) anything described in (a) abovebut in respect of (b) (i) (b) (ii) (b) (iii) and (b) (iv) this shall not exclude loss resulting from subsequent **damage** which itself results from a cause not otherwise excluded provided that such **damage** does not arise by reason of any malicious act or omission
- (3) **damage** to any electrical plant or apparatus caused by self-ignition but this exclusion shall apply only to that part of the electrical plant or apparatus in which self-ignition occurs

### Basis of settlement

#### Rent receivable item

The amount payable is limited to

- (a) loss of **rent receivable**
  - (b) additional expenditure
- occurring during the
- indemnity period**
- and the amount payable as indemnity shall be
- (i) for loss of **rent receivable** the amount by which the **rent receivable** during the **indemnity period** shall as a result of the **damage** fall short of the **standard rent receivable**
  - (ii) additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in loss of **rent receivable** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage** but not exceeding the amount of the reduction in **rent receivable** avoided

less any sum saved during the **indemnity period** for such expenses of the **business** payable out of **rent receivable** which cease or are reduced as a result of the **damage**

Provided that

- (1) **our** maximum liability shall not exceed on each item of **rent receivable** 200% of the sum insured to take into account any rent reviews which would normally have taken place but for the occurrence of **damage** during the **indemnity period**
- (2) if the sum insured is less than the **annual rent receivable** (or a proportionately increased multiple of it where the maximum indemnity period exceeds 12 months) the amount payable shall be proportionately reduced

In the absence of written notice by **you** or **us** to the contrary **our** liability shall not be reduced by the amount of any loss provided that **you** pay the appropriate additional premium for such automatic reinstatement of cover

### Limit of Liability

**Our** liability shall not exceed the sum insured for each item or any other limit of liability stated in this section and in total **our** liability shall not exceed the total sum insured for all items unless expressly varied in this section

### Memoranda

#### 1. ALTERNATIVE TRADING CLAUSE

If during the **indemnity period** the **business** is conducted elsewhere than at the **premises** for the benefit of the **business** either by **you** or by others on **your** behalf the money paid or payable in respect of rent will be taken into account in arriving at the **rent receivable** during the **indemnity period**

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## Section 2 Rental Income

### 2. PROFESSIONAL ACCOUNTANTS' CHARGES

Any details contained in **your** business books which are requested by **us** for the purpose of dealing with **your** claim can be produced by **your** professional accountants and their report shall be accepted as evidence of these details

**We** will pay to **you** the reasonable charges payable by **you** to **your** professional accountants for producing these details or any other information requested by **us**

The sum of amount payable under this clause and the amount otherwise payable under this section shall not exceed the sum insured

### 3. PAYMENTS ON ACCOUNT

Payments on account will be made during the **indemnity period**

### 4. CURRENT COST ACCOUNTING

Any adjustments implemented in current cost accounting shall be disregarded

### 5. VALUE ADDED TAX

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

### 6. 72 HOUR PROVISION

All individual losses arising out of and directly occasioned by the Insurable events of Storm Flood or Earthquake occurring continuously or intermittently within 72 consecutive hours is deemed to be one event and one **excess** will apply

The date and time that any such period of 72 hours shall commence shall be set by **us**

### 7. UNOCCUPIED OR UNTENANTED BUILDINGS

Where the **buildings** or any part of the **buildings** are **unoccupied** and are destroyed or damaged during the period of insurance by an insurable event **our** maximum liability will be the loss of estimated rental income during the period of the rebuilding or repair which will be calculated solely upon any tenancy agreement for such **building** which is in existence at the time of the **damage** occurring

### 8. MANAGING AGENTS' CHARGES

**We** will indemnify **you** for Managing agents' charges necessarily and reasonably incurred in connection with re-letting premises following insured loss under this section

### 9. RENT-FREE PERIOD

If there is a clause in the lease of the **premises** that allows a rent free period to the leaseholder then the definition of the **indemnity period** is amended to read as follows

#### **Indemnity period**

means the period beginning with the date on which but for the **damage** rent would have commenced to be received and ending not later than the expiry of the maximum indemnity period specified in the schedule during which the results of the **business** shall be affected in consequence of the **damage**

### 10. BREAK CLAUSES

This insurance shall not be prejudiced by any insurance or causality break clause in a lease that enables a lessee to determine the lease in the event of **damage**

## Section 2 Rental Income

### 11. BUILDINGS AWAITING SALE

If at the time of the **damage you** have contracted to sell **your** interest in the **buildings** or have accepted an offer in writing to purchase **your** interest in the **buildings** subject to contract and the sale is cancelled or delayed solely as a result of the **damage** provided that **you** make all reasonable efforts to complete the sale of the **buildings** as soon as practicable after the **damage you** may opt for the amount payable by **us** to be

- (1) during the period prior to the date upon which but for the **damage** the **buildings** would have been sold the loss of rent being the actual amount of the reduction of **rent receivable** by **you** solely as a result of the **damage**
- (2) during the period commencing with the date upon which but for the **damage** the **buildings** would have been sold and ending with the actual date of sale or with the expiry of the maximum indemnity period if earlier the loss of interest being
  - (a) the actual interest incurred on capital borrowed (solely to offset in whole or part the loss of use of the sale proceeds) for the purpose of financing the **business** the rate of interest not to be more than 4% above the London Interbank offered rate applying during the **indemnity period** and
  - (b) the investment interest lost to **you** on any balance of the sale proceeds (after deduction of any capital borrowed provided under (a))  
less any amount of **rent receivable**
- (3) additional expenditure being
  - (a) the expenditure necessarily and reasonably incurred solely as a result of the **damage** solely to avoid or minimise the loss payable under (1) or (2) above but not exceeding the amount of loss avoided by such expenditure
  - (b) the additional legal fees and other expenditure incurred solely following cancellation or delay as a result of the **damage** but not exceeding the amount equivalent to the expenditure incurred immediately prior to the **damage**
  - (c) the amount payable shall be adjusted to provide for any benefit **you** derive from cancellation of or delay in the sale so that it represents as nearly as may be practicable the actual loss **you** suffer

provided that the maximum amount payable for any item of rent under this section in any one period of insurance is £100,000

#### Extensions

The insurance provided by this section is extended to cover loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** as result of the following

Unless specifically stated otherwise these extensions do not increase **our** liability as stated in the Limit of liability paragraph to this section

#### 1. PREVENTION OF ACCESS - DAMAGE

Access to or use of the **premises** being prevented or hindered by **damage** to neighbouring property

Excluding

- (i) any loss covered under the Utilities extension
- (ii) any period when access to the **premises** was not prevented or hindered

#### 2. PREVENTION OF ACCESS - NON DAMAGE

Access to or use of the **premises** being prevented or hindered by

- (a) any action of government police or a local authority due to an emergency which could endanger human life or neighbouring property
- (b) any bomb scare at or in the vicinity of the **premises**

Excluding

- (i) any restriction of use of less than 4 hours
- (ii) any period when access to the **premises** was not prevented or hindered
- (iii) closure or restriction in the use of the **premises** due to the order or advice of the competent local authority as a result of an occurrence of an infectious disease (or the discovery of an organism resulting in or likely to result in the occurrence of an infectious disease) food poisoning defective drains or other sanitary arrangements
- (iv) closure or restriction in the use of the **premises** due to **vermin**

Limit

£10,000 any one period of insurance

#### Special conditions

- (1) For the purpose of part (b) of this extension the General exclusion Terrorism does not apply
- (2) The maximum indemnity period under this extension will not exceed 3 months

#### 3. UTILITIES

**Damage** at any

- (a) generating station or sub-station of **your** electricity supplier
- (b) land-based premises of **your** gas supplier or any directly linked natural gas producer
- (c) water works or pumping station of **your** water supplier
- (d) land-based premises of **your** telecommunications services provider



## Section 2 Rental Income

### 4. SPECIFIED DISEASE MURDER FOOD POISONING DEFECTIVE SANITATION VERMIN

Definition specific to this extension

**Specified disease** means

Acute encephalitis	Malaria	Rubella
Acute poliomyelitis	Measles	Scarlet fever
Anthrax	Meningitis	Smallpox
Cholera	Meningococcal septicaemia (without meningitis)	Tetanus
Diphtheria	Mumps	Tuberculosis
Dysentery	Ophthalmia neonatorum	Typhoid fever
Legionellosis	Paratyphoid fever	Typhus fever
Legionnaires' disease	Plague	Viral haemorrhagic fever
Leprosy	Rabies	Viral hepatitis
Leptospirosis	Relapsing fever	Whooping cough
		Yellow fever

- any occurrence of a **specified disease** being contracted by a person at the **premises**
- any discovery of an organism at the **premises** likely to result in the occurrence of a **specified disease** being contracted by a person at the **premises**
- any injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at the **premises**
- any accident causing defects in drains or other sanitary arrangements at the **premises** which causes restrictions in the use of the **premises** on the order or advice of the competent local authority
- any discovery of **vermin** at the **premises**
- murder rape or suicide at the **premises**

**Special conditions applicable to this extension**

- We** shall not be liable under this extension for any costs incurred in the cleaning repair replacement recall or checking of property
- We** shall only be liable for the loss arising at those **premises** which are directly affected by the occurrence discovery or accident  
In the event that the policy includes an extension which deems **damage** at other locations to be **damage** at the **premises** such extension shall not apply to this extension
- Indemnity period** shall mean the period during which the results of the **business** shall be affected in consequence of the occurrence discovery or accident beginning with the date from which the restrictions on the **premises** are applied (or in the case of (f) above with the date of occurrence) and ending not later than 3 months thereafter
- Our** liability under this extension in respect of any one occurrence discovery or accident shall not exceed £100,000
- In respect of (e) **you** must obtain **our** consent before **you** restrict the use of the **premises**

The following extensions increase the sums insured that apply but only to the extent stated

### 5. ADDITIONAL INCREASE IN COST OF WORKING

Such further additional expenditure for an amount not exceeding £25,000 beyond that recoverable under paragraph (b) Basis of settlement Rent receivable items as **you** shall necessarily and reasonably incur during the **indemnity period** in consequence of the **damage** for the purpose of avoiding or diminishing the loss of **rent receivable**

### 6. BOOK DEBTS

If following **damage** to **your** records used in connection with the **business** and held anywhere in the **geographical limits you** are unable to trace outstanding debit balances owed to **you we** will indemnify **you** for such loss as follows

- we** will pay the difference between the total outstanding debit balances and the total of the amounts received or traced for such balances
- we** will pay additional expenditure incurred with **our** previous consent in tracing and establishing customers' debit balances after the **damage**
- we** will pay for reasonable professional accountants' charges necessarily incurred in providing any evidence required by **us** in support of a claim

Excluding loss arising from misfiling erasure distortion deliberate falsification of business records abnormal conditions of trade or from bad debts

Limit

£50,000 any one claim

**Special condition**

It is a **condition precedent to liability** under this extension that **you** keep a record of the total amount outstanding in customers' accounts as at the end of each month and within 30 days of the end of each month deposit this record in a building other than that in which the original records are kept

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## Section 2 Rental Income

### 7. MANAGING AGENTS' PREMISES

The definition of **premises** is extended to include the premises of **your** Managing agents in respect of any irrecoverable losses suffered by **you** resulting from **damage** at such premises

Limit

£50,000 or 20% of the rent receivable sum insured whichever is the less

#### **Special condition applicable to this section**

##### **Premium adjustment clause**

##### **Sum insured basis**

If **your rent receivable** (or a proportionately increased multiple of it where the maximum indemnity period exceeds 12 months) as certified by **your** auditors for the financial year of the 12 months most closely corresponding with any period of insurance is less than the sum insured a pro rata return of premium not exceeding 50% of the premium paid on each sum insured for such period of insurance will be made for the difference

If any **damage** has occurred resulting in a claim the return premium will be for the difference in **rent receivable** which is not due to the **damage**

## Section 3 Liabilities

### Definitions

Each time any of the following words or phrases appear in this section in **bold italic** type they will take the specific meaning shown below. Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply.

#### **Act of terrorism**

means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological, ethnic or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

#### **Authorised volunteers**

means voluntary workers normally resident in the **geographical limits** acting under **your** authority whilst engaged in **your business**.

#### **Bodily injury**

means bodily injury, death, disease or illness.

#### **Business**

means as defined in the General Definitions including:

- (a) the routine repair, maintenance and decoration of the **premises**
- (b) private work undertaken with **your** consent by any **employee** for any director, partner or **employee of yours** but this does not include any work undertaken **offshore**.

#### **Data**

means information represented or stored electronically including but not limited to code or series of instructions, operating systems, software programs and firmware.

#### **Employed person**

means:

- (a) any **employee**
- (b) any person supplied to or hired or borrowed by **you** or on **your** behalf or any work experience student or youth training scheme participant while under **your** direct control and supervision.

#### **Employee(s)**

means any person under a contract of service or apprenticeship with **you** and **authorised volunteers**.

#### **Event(s)**

means one occurrence or series of occurrences arising from or attributable to one source or original cause.

#### **Injury**

means **bodily injury**, wrongful arrest or false imprisonment.

#### **Legal costs**

means:

- (a) claimant's costs and expenses recoverable from **you** in respect of any claim which is the subject matter of indemnity under this section of the policy.
- (b) (i) the costs of legal representation at:
  - (1) any coroner's inquest or inquiry in respect of any death
  - (2) proceedings in any court arising out of any alleged breach of statutory duty which may be the subject of indemnity under this section of the policy.
- (ii) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under this section of the policy.

incurred with **our** prior written consent.

#### **Offshore**

means embarkation onto a vessel or aircraft for conveyance to an offshore rig platform or service or accommodation vessel until disembarkation from the conveyance onto land upon return from such offshore rig platform or service or accommodation vessel.

#### **Period of insurance**

means the period of insurance stated in the schedule.

#### **Pollution or contamination**

means **injury** or **damage** directly or indirectly caused by or arising out of pollution or contamination of buildings or other structures or of water, land or the atmosphere.

#### **Principal**

means any party (other than a director, trustee, partner or **employee of yours**) on whose behalf **you** are undertaking work (excluding the sale or supply of **products**) in connection with the **business**.

#### **Products**

means goods (including containers and packaging) not in **your** custody or control, sold, supplied, installed, erected, serviced, repaired, altered or treated by **you** in connection with the **business** from any premises within the **geographical limits**.

Any error in the sale, supply or presentation of such goods is included in this definition.

#### **Property**

means material property but this does not include **data**.

## Section 3 Liabilities

### You/your/yours

means the **insured** named in the schedule

Unless **we** specifically state otherwise **we** will also indemnify

- (a) **your** personal representatives in respect of legal liability incurred by **you**
- (b) at **your** request
  - (i) any **principal**
  - (ii) any director trustee partner or **employed person of yours** in respect of liability for which **you** would have been entitled to indemnity had the claim been made against **you**
- (c) any officer or member of **your** canteen social sports and welfare facilities and fire first aid ambulance and security services in their individual capacities as such
- (d) any director trustee partner or **employee of yours** in respect of private work carried out with **your** prior consent by an **employed person** for such director trustee partner or **employee**

**We** will not provide an indemnity to any medical or dental practitioner in respect of medical services provided

### Cover 1 – Employers' liability

#### Cover

**We** will indemnify **you** against **your** legal liability to pay damages and **legal costs** arising out of **bodily injury** to an **employed person** caused during the **period of insurance**

- (a) within the **geographical limits**
- or

- (b) while temporarily outside these territories
- in connection with the **business**

This insurance complies with the provisions of any law enacted in the **geographical limits** relating to the compulsory insurance of liability to employees

**You** will repay any sums paid by **us** which **we** would not have been obliged to pay but for the provisions of such law

#### Employers' liability exclusion

No indemnity will be provided in respect of any liability in respect of **bodily injury** for which **you** are required to arrange motor insurance or security in accordance with any road traffic legislation within the European Union

#### Limit of liability

This insurance is provided on a 'Costs Inclusive' basis

This means that **legal costs** are included within the limit of indemnity detailed below

The total amount **we** will pay in respect of

- (a) any one **event** which is directly or indirectly caused by results from or is in connection with an **act of terrorism** shall not exceed £5,000,000
  - If **we** allege the **bodily injury** has resulted from an **act of terrorism** the burden of proving the contrary shall be upon **you**
- (b) any other **event** shall not exceed the limit of indemnity shown in the schedule

#### Employers' liability extensions

The following is subject to the terms of the policy

##### 1. Unsatisfied court judgements

Where a judgement for damages has been obtained

- (a) by one of **your employees** or their personal representatives in respect of **bodily injury** caused during any **period of insurance** and which arises out of and in the course of their employment with **you**
- (b) in any court situated within the **geographical limits**
- (c) against any company or individual operating from premises within the **geographical limits**
- (d) which remains unsatisfied in whole or in part six months after the date of the judgement

**we** will at **your** request pay to the **employee** or their personal representatives the amount of damages and any awarded costs which remain unsatisfied subject to there being no appeal outstanding

Any payment under this extension is conditional upon the judgement being assigned to **us** by the **employee** or their personal representatives

## Section 3 Liabilities

### Cover 2 – Public liability

#### Cover

We will indemnify **you** against **your** legal liability to pay damages arising out of

- (a) accidental **injury** of any person
- (b) accidental **damage** to **property**
- (c) nuisance trespass to land trespass to goods or interference with any easement of air light water or way

We will not provide indemnity in respect of any liability which arises from any deliberate act or omission by **you** which could reasonably have been expected having regard to the nature and circumstances of such act or omission or which is a natural consequence of the ordinary conduct of **your business**

happening during the **period of insurance** and caused in connection with the **business**

We will in addition indemnify **you** against **legal costs** other than in respect of any claim which is brought within the legal jurisdiction of the United States of America or Canada in which circumstances **legal costs** shall be included within the limit of indemnity

#### Public liability exclusions

No indemnity will be provided in respect of

- (1) any liability connected with any error or omission in the provision of professional services
- (2) any liability arising from **bodily injury** to any **employed person** caused in connection with the **business**
- (3) any liability arising from **damage to property** which is owned or held in trust by **you** or which is in **your** custody or control  
Exclusion (3) will not apply in respect of
  - (a) personal effects including vehicles and their contents belonging to residents **employees** directors trustees partners or visitors
  - (b) premises and their contents not owned by leased or rented by **you** at which **you** are undertaking work in connection with the **business**
  - (c) premises including fixtures and fittings hired by or leased rented or borrowed by **you** but **we** shall not be liable for
    - (i) the first £250 of any **damage** other than caused by fire or explosion
    - (ii) any liability arising solely under the terms of any contract or agreement
    - (iii) any liability which arises from an agreement to maintain in force insurance against loss of or damage to the premises and their fixtures and fittings
- (4) any liability arising from ownership possession or use by **you** or on **your** behalf of
  - (a) any mechanically propelled vehicle but (except where indemnity is provided by any motor insurance policy or in circumstances where insurance or security is required under any road traffic legislation) this exclusion will not apply in respect of
    - (i) the use of plant as a tool of trade on site
    - (ii) the use of plant at **your** premises
    - (iii) the loading or unloading of any vehicle
    - (iv) the movement of any vehicle not belonging to **you** which is interfering with the execution of the **business**
  - (b) any craft designed to travel in on or through water air or space but this exclusion shall not apply to any non-mechanically propelled waterborne craft of less than 9 metres in length whilst operated on inland waterways or within 3 miles of the coast
- (5) any liability arising directly or indirectly from **pollution or contamination** unless the **pollution or contamination** is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the **period of insurance**  
For the purposes of this exclusion all **pollution or contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place
- (6) any liability arising from advice design or specification provided for a fee or for which a fee would normally be charged
- (7) any liability arising from the sale or supply of any **products** but this exclusion shall not apply to the disposal of furniture furnishings and office equipment originally used in connection with the **business** and which is no longer required for that purpose providing that these are not to **your** knowledge to be exported to the United States of America or Canada  
The total amount **we** will pay in respect of damages for all **events** happening during any **period of insurance** caused by the disposal of such furniture furnishings and office equipment shall not exceed the limit of indemnity shown in the schedule
- (8) the costs of remedying any defect or alleged defect in premises which **you** have disposed of
- (9)
  - (a) fines or penalties
  - (b) liquidated damages
  - (c) any compensation awarded by a court of criminal jurisdiction
  - (d) multiplied aggravated exemplary or punitive damages
- (10) any liability arising from the ownership or use by **you** or on **your** behalf of any premises situated in the United States of America or Canada
- (11) any liability arising from the supervision or execution of any manual work or contract undertaken outside of the European Union

## Section 3 Liabilities

(12) any liability arising directly or indirectly from mining processing manufacturing removing handling disposing of treatment of distributing or storing of **asbestos**

However this shall not apply where removing handling or disposing of **asbestos** does not form part of **your** usual business or any contract work undertaken and

(a) **you** have complied with any legal obligations to manage **asbestos** and

(b) any discovery of **asbestos** by **you** is unintentional and accidental and

(c) whereupon discovery of **asbestos** all work immediately stops and

(d) a HSE licensed asbestos removal contractor is employed to make safe the area in which the discovery is made as soon as is practicable and who has Employers' and Public liability insurance in force which provides limits of indemnity no less than those provided by **your** policies and which do not exclude the work to be carried out

(13) any liability arising directly or indirectly from fears of the consequences of exposure to or inhalation of **asbestos**

(14) any liability arising from damage to property where there is a requirement to arrange cover under clause 6.5 of the 2007 JCT conditions or any similar contract clause

(15) any loss damage cost or expense

(a) directly or indirectly caused by contributed to by resulting from or arising out of or in connection with any **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss

(b) of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any **act of terrorism**

If **we** allege that by reason of this exclusion any loss damage cost or expense is not covered by this policy the burden of proving the contrary shall be upon **you**

### Limit of liability

This insurance is provided on a 'Costs in Addition' basis

This means that (with the exception of claims which are brought within the legal jurisdiction of the United States of America or Canada) **legal costs** are payable in addition to the limit of indemnity specified below

The total amount **we** will pay in respect of damages for

(a) any one **event**

(b) all **events** arising from **pollution or contamination** which **we** deem to have occurred during any **period of insurance**

shall not exceed the limit of indemnity shown in the schedule

Where **we** are liable to indemnify more than one person the total amount of indemnity to all parties including **you** in respect of damages arising from one **event** shall not exceed the limit of indemnity shown in the schedule

### Public liability extensions

Each of the following is subject otherwise to the terms of this policy

#### 1. CROSS LIABILITIES

If **you** consist of more than one party (and in the case of partnerships this shall mean each individual partner) **we** will indemnify each party in the terms of this policy against liability incurred to the other in the same manner and to the same extent as if a separate policy had been issued to each subject to the maximum amount payable in respect of damages arising out of one **event** not exceeding the limit of indemnity

#### 2. CONTINGENT MOTOR LIABILITY

Notwithstanding exclusion (4) regarding vehicles **we** will indemnify **you** alone in respect of legal liability for **injury** or **damage** arising out of the use by any **employee** in the course of the **business** of any mechanically propelled vehicle which is neither owned by nor provided by **you**

**We** will not provide an indemnity in respect of

(a) **damage** to such vehicle or any **property** contained or being transported within it

(b) **injury** or **damage** arising while the vehicle is being driven by **you** or any person who to **your** knowledge does not hold a licence to drive such a vehicle (unless they have held and are not disqualified for holding or obtaining such a licence)

(c) circumstances where **you** are entitled to indemnity under any other insurance

(d) **injury** or **damage** arising outside the **geographical limits**

#### 3. DATA PROTECTION ACT 1998

**We** will indemnify **you** against legal liability to pay damages and claimant's costs and expenses for damage or distress as described in Section 13 of the Data Protection Act 1998

This indemnity is subject to **you** being registered in accordance with the Act or having applied for such registration which has not been refused or withdrawn and that **you** have taken all reasonable care to comply with its requirements

**We** will not provide any indemnity in respect of

(a) the payment of fines or penalties

(b) the costs of replacing reinstating rectifying erasing blocking or destroying any personal data

(c) liability arising from or caused by a deliberate or intentional act by or omission of any person entitled to indemnity

(d) claims arising out of circumstances which have been notified to previous insurers or which were known to **you** at the inception of this extension

(e) legal liability where indemnity is provided by any other insurance

## Section 3 Liabilities

### 4. DEFECTIVE PREMISES ACT

**We** will indemnify **you** against legal liability incurred by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of **injury** or **damage** which occurs within a period of seven years from the expiry or cancellation of this policy

No indemnity will be provided

- (a) if **you** are entitled to indemnity under any other insurance
- (b) in respect of the cost of remedying any defect or alleged defect in the premises disposed of

### 5. OVERSEAS PERSONAL LIABILITY

**We** will indemnify **you** for personal liability for **injury** or **damage** arising other than in connection with the **business** or any business of the person claiming indemnity while such persons are temporarily outside the **geographical limits** in connection with the **business**

No indemnity will be provided by this extension

- (a) for any liability which attaches solely because of a contract
- (b) arising out of the ownership or occupation of land or buildings
- (c) where indemnity is provided by any other insurance
- (d) arising from any craft designed to travel in on or through water air or space but this exclusion shall not apply to any watercraft hired or borrowed and which are less than 5 metres in length and with a maximum speed of less than 15 knots while operated on inland waterways or within 3 miles of the coast
- (e) arising from any electrically or mechanically powered vehicle other than a battery powered wheelchair or mobility scooter or a vehicle used only as domestic gardening equipment or a golf cart trolley or buggy controlled by someone on foot

The total amount **we** will pay for damages for any one **event** is the limit of indemnity as stated in the schedule or £5,000,000 whichever is the less

#### Liability extensions

If in force the covers of this section are extended for the following and are subject to terms conditions and exclusions of the relevant cover

#### 1. COMPENSATION FOR COURT ATTENDANCE

If **we** request any of the following categories of people to attend court as a witness in connection with a claim under this section of the policy **we** will provide **you** with the following rates of compensation for each day on which attendance is required

Any of **your** directors trustees or partners £500

Any **employee** £250

#### 2. CORPORATE MANSLAUGHTER DEFENCE COSTS

**We** will indemnify **you** in respect of legal costs and expenses incurred with **our** prior written consent in connection with the defence of any criminal proceedings or an appeal against conviction which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed during the **period of insurance** in the course of the **business**

Provided that

- (a) **our** liability under this extension shall not exceed £1,000,000 in any one **period of insurance**  
This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- (b) if this policy provides Legal expenses insurance this extension shall only operate in respect of any excess beyond the amount payable under the Legal expenses section
- (c) where **we** have already provided an indemnity in respect of any legal costs incurred in the defence of any criminal proceedings arising out of the same **event** which has given rise to the proceedings in respect of corporate manslaughter or corporate homicide any amount already paid by **us** will be taken into account in calculating **our** liability under this extension
- (d) **we** must consent in writing to the appointment of any solicitor or counsel who is to act for and on **your** behalf
- (e) any appeal can only commence if counsel has advised that it is more likely for an appeal to be successful than not

No indemnity will be provided

- (i) where indemnity for defence costs is available from any other source or is 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  
However this exclusion shall not apply in the circumstances outlined in proviso (b)
- (ii) in respect of any proceedings which result from **your** deliberate act or omission or deliberate act or omission of any trustees managerial employees partners directors of **yours** while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission
- (iii) in respect of fines or penalties of any kind including the costs of remedial or publicity orders or the steps required to be taken by such orders

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## Section 3 Liabilities

### 3. PROSECUTION DEFENCE COSTS

**We** will subject to the limit of indemnity indemnify **you** in respect of

- (a) legal costs and expenses incurred with **our** written consent
- (b) costs awarded against **you** in connection with the defence of any criminal proceedings or an appeal against a conviction arising from such proceedings brought for a breach of
  - (i) the Health & Safety at Work etc. Act 1974
  - (ii) Part II of the Consumer Protection Act 1987

alleged to have been committed during the **period of insurance** in connection with the **business**

**We** will not provide any indemnity

- (a) where indemnity is provided by any other insurance
- (b) in circumstances where **injury** or **damage** has occurred which may be the subject of a claim under either the employers' liability or public liability covers of this section
- (c) in respect of fines or penalties of any kind
- (d) where the proceedings have resulted from any deliberate act or omission by
  - (i) **you** or any director trustee or partner of **yours**
  - (ii) any **employee** of **yours** who has specific responsibility for compliance with the above legislation

which could reasonably have been expected to constitute a breach of the above legislation

The total amount **we** will pay in respect of any one claim shall not exceed £500,000

Memorandum

### ADJUSTMENT OF PREMIUM

If any part of the premium has been calculated on estimates **you** shall within 30 days from the expiry of each **period of insurance** supply to **us** such information as **we** may require

The premium for such period will be adjusted and the difference paid by or allowed to **you** subject to any minimum premium



## Section 4 Legal Expenses

Note (not forming part of the policy):

To ensure an expert service the cover under this section has been arranged by us in conjunction with DAS Legal Expenses Insurance Company Limited (DAS).

We are responsible for paying any claims under this section but DAS manage all claim matters and correspondence on our behalf. The legal advice service and claims handling service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS.

Please also refer to the notes under 'MAKING A CLAIM' in the front of this policy.

### **DAS Head and Registered Office:**

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

Registered in England and Wales, number 103274. DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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

### **DAS Law Limited Head and Registered Office:**

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

Registered in England and Wales, number 5417859. DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

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

## Definitions

Each time any of the following words or phrases appear in this section in **bold italic** type they will take the specific meaning shown below. Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply.

### **Appointed representative**

means the **preferred law firm or tax consultancy** law firm, accountant or other suitably qualified person who has been appointed to act for an **insured person** in accordance with the terms of this section.

### **Charity Commission enquiry/enquiries**

means an investigation carried out by the Charity Commission into the **insured's** business accounts.

### **Costs and expenses**

means

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

### **Countries covered**

means

For insured events 2 – Legal defence (excluding 2(e)) and insured event 6(b) – Personal injury

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For all other insured events

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

### **DAS**

means DAS Legal Expenses Insurance Company Limited.

### **DAS Standard Terms of Appointment**

means 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).

## Section 4 Legal Expenses

### **Date of occurrence**

means

- (1) For civil cases (other than under insured event 7 – 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
- (2) For criminal cases when the **insured person** commenced or is alleged to have commenced to violate the criminal law in question
- (3) For insured event 2(e) – Legal defence (Statutory notice appeals) the date when the **insured person** is issued with the relevant notice and has the right to appeal
- (4) For insured event 3 – Statutory licence appeal the date when the **insured** first became aware of the proposal by the relevant licensing or regulatory authority to suspend alter the terms of or refuse to renew or cancel the **insured's** licence or mandatory registration or British Standard Certificate of Registration
- (5) For insured event 7 – Tax protection the date when HM Revenue & Customs or the relevant authority first notifies the **insured** of its intention to carry out an enquiry  
For **VAT disputes** or **employer compliance disputes** the date the dispute arises
- (6) For insured event 7(b) – Tax protection for **Charity Commission enquiries** the date the **insured** receives notification from the Charity Commission that they are to conduct an investigation

### **Employer compliance dispute(s)**

means a dispute with HM Revenue & Customs concerning the **insured's** compliance with Pay As You Earn Social Security Construction Industry or IR35 legislation and regulations

### **Insured event(s)**

means the circumstances in which the insurance provided by this section will operate as described in each separate cover

### **Insured person**

means

- (1) the **insured** and the directors trustees partners managers officers and workers of the **insured**
- (2) The estates heirs legal representatives or assigns of any person mentioned in (1) above in the event of such person dying
- (3) A person contracted to perform work for the **insured** who is in other respects insured by the **insured** on the same basis as the **insured's** employees and performs work under supervision and direction of the **insured**

### **Period of insurance**

means the period for which **we** have agreed to cover the **insured** and for which the premium has been paid

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

means a law firm barristers' chambers or tax expert **DAS** choose to provide legal or other services

They are appointed according to the **DAS Standard Terms of Appointment**

### **Reasonable prospects**

means

- (1) For civil cases the prospects that the **insured person** will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that **DAS** has agreed to including an enforcement of judgment) make a successful defence or make a successful appeal or defence of an appeal must be at least 51% **DAS** or a **preferred law firm or tax consultancy** on **our** behalf will assess whether there are **reasonable prospects**
- (2) For criminal cases the prospects of a successful outcome for appeals must be at least 51%

### **Tax enquiry**

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

- (i) includes a request to examine any aspect of the **insured's** books and records or
- (ii) advises of a check of the **insured's** whole tax return

### **VAT dispute(s)**

means a dispute with HM Revenue & Customs following the issue of an assessment written decision or notice of a civil penalty relating to the **insured's** VAT affairs

Cover

**We** will indemnify the **insured person** in respect of any **insured event** shown as included in the schedule arising in connection with the **business** as long as

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

## Section 4 Legal Expenses

### What we will pay

We will pay an **appointed representative** on the **insured's** behalf **costs and expenses** incurred following an insured incident and any compensation awards that **DAS** has agreed to provided that

- (1) the most **we** will pay for all claims resulting from one or more events arising at the same time or from the same originating cause is shown as the limit of indemnity in the policy schedule
- (2) the most **we** will pay in **costs and expenses** if the **insured** does not use a **preferred law firm or tax consultancy** is the reasonable amount incurred taking into account what **we** would have paid to a **preferred law firm or tax consultancy**  
The amount **we** pay a law firm (where acting as an **appointed representative**) may vary from time to time but will not exceed £100 per hour
- (3) in respect of an appeal or the defence of an appeal the **insured** must tell **DAS** within the time limits allowed that the **insured** wants to appeal  
Before **we** pay the **costs and expenses** for appeals **DAS** must agree that **reasonable prospects** exist
- (4) 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
- (5) in respect of insured event 2(f) – Legal defence (Jury service and court attendance) the maximum **we** will pay is the **insured person's** net salary or wages for the time that the **insured person** is absent from work less any amount the **insured** court or tribunal pays to them
- (6) the most **we** will pay for all compensation awards in any one **period of insurance** is £1,000,000

### What we will not pay

- (1) In the event of a claim if the **insured** decides not to use the services of a **preferred law firm or tax consultancy** the **insured** may be responsible for the difference in costs between what **we** would have paid a **preferred law firm or tax consultancy** and the costs charged by **your** law firm accountant or other suitably qualified person
- (2) The first £500 of any contract dispute claim where the amount in dispute exceeds £5,000

### Insured events

#### (1) EMPLOYMENT DISPUTES AND COMPENSATION AWARDS

##### (a) Employment disputes

**DAS** will defend the **insured's** legal rights

- (1) before the issue of legal proceedings in a court or tribunal following the dismissal of an employee or
- (2) where an employee or ex-employee has contacted ACAS to commence the Early Conciliation procedure
- (3) in any unfair dismissal dispute under the ACAS Arbitration Scheme or
- (4) in legal proceedings in respect of any dispute relating to
  - (a) a contract of employment with the **insured** or
  - (b) an alleged breach of the statutory rights of an employee ex-employee or prospective employee under employment legislation

##### Exclusions

- (i) Any claim in respect of damages for personal injury or loss of or damage to property
- (ii) Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005

##### (b) Compensation awards

Where **DAS** have accepted a claim under insured event 1(a) **we** will pay

- (i) any basic and compensatory award  
and/or
- (ii) an order for compensation following a breach of the **insured's** statutory duties under employment legislation

Provided that

- (1) in cases relating to performance and/or conduct the **insured** has throughout the employment dispute either
  - (a) followed the ACAS Code of Disciplinary and Grievance Procedures or
  - (b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland or
  - (c) sought and followed advice from DAS Legal Advice Service
- (2) for an order of compensation following the **insured's** breach of statutory duty under employment legislation the **insured** has at all times sought and followed the advice given by DAS Legal Advice Service since the date when the **insured** knew or should have known about the employment dispute
- (3) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy the **insured** has sought and followed the advice given by DAS Claims Department prior to serving notice of redundancy
- (4) the compensation is awarded by a tribunal or through ACAS Arbitration Scheme under a judgement made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by **DAS**

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## Section 4 Legal Expenses

### Exclusions

- (i) Any compensation award relating to the following
  - (a) Trade union activities trade union membership or non-membership
  - (b) Pregnancy or maternity rights paternity parental or adoption rights
  - (c) Health & Safety related dismissals brought under Section 44 of the Employment Rights Act 1996
  - (d) Statutory rights in relation to trustees of occupational pension schemes
- (ii) Non-payment of money due under the relevant contract of employment or statutory provision
- (iii) Any award ordered because the **insured** has failed to provide relevant records to employees under the National Minimum Wage laws
- (iv) Any compensation award or increase in compensation award ordered by a court or tribunal for failure to comply with a recommendation or order it has made including non-compliance with a reinstatement or re-engagement order

### (c) Employee civil legal defence

At the **insured's** request **DAS** will defend the **insured person's** (other than the **insured's**) legal rights if an event arising from their work as an employee leads to civil action being taken against them

- (1) under legislation for unlawful discrimination or
- (2) as trustee of a pension fund set up for the benefit of the **insured's** employees

### (d) Service occupancy

**DAS** will negotiate for the **insured's** legal rights against an employee or ex-employee to recover possession of premises owned by the **insured** or for which the **insured** is responsible

### Exclusion

Any claim relating to defending the **insured's** legal rights other than defending a counter-claim

## (2) LEGAL DEFENCE

At the **insured's** request **DAS** will defend the **insured person's** legal rights in respect of the following

### (a) Criminal pre-proceedings cover

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

### (b) Criminal prosecution defence

Following an event arising in direct connection with the activities of the **business** which leads to the **insured person** being prosecuted in a court of criminal jurisdiction

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

- (i) 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
- (ii) in an appeal against the refusal of the Information Commissioner to register the **insured's** application for registration

### (d) Wrongful arrest

**DAS** will defend the **insured's** legal rights following civil action taken against the **insured** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**

### (e) Statutory notice appeals

**DAS** will represent the **insured person** in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting the **insured's business** other than those issued in connection with the **insured's** licence mandatory registration or British Standard Certificate of Registration

### (f) Jury service and court attendance

**We** will pay for an **insured person's** absence from work

- (i) to perform jury service
- (ii) to attend any court or tribunal at the request of the **appointed representative**

Provided that

- (i) in so far as proceedings under the Health & Safety at Work etc. Act 1974 are concerned the **countries covered** shall be any place where the Act applies
- (ii) at the time of the **insured event** the **insured** has registered with the Information Commissioner in respect of insured event 2(c) above

### Exclusions

- (i) any claim which leads to the **insured** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership driving or use of a motor vehicle
- (ii) a Statutory Notice issued by an **insured person's** regulatory or governing body

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## Section 4 Legal Expenses

### (3) STATUTORY LICENCE APPEAL

**DAS** will represent the **insured** in appealing to the relevant statutory or regulatory authority court or tribunal following a decision by a licensing or regulatory authority to suspend or alter the terms of or refuse to renew or cancel the **insured's** licence or mandatory registration or British Standard Certificate of Registration

#### Exclusions

- (i) Assistance with the application process either in relation to an original application or application for renewal of a statutory licence or mandatory registration or British Standard Certificate of Registration
- (ii) Any licence appeal relating to the ownership driving or use of a motor vehicle

### (4) CONTRACT DISPUTES

**DAS** will negotiate for the **insured's** legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by or on behalf of the **insured** for the purchase hire sale or provision of goods or of services

Provided that

- (1) the amount in dispute exceeds £250 (including VAT)
- (2) if the dispute relates to money owed to the **insured** a claim under this section is made within 90 days of the money becoming due and payable
- (3) if the amount in dispute is payable in instalments the instalments due and payable at the time of making the claim exceed £250 (including VAT)

#### Exclusions

- (i) Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the **date of occurrence** is within the first 90 days of the indemnity provided by this section
- (ii) Any claim relating to the following
  - (a) A dispute over the settlement amount payable under an insurance policy
  - (b) The
    - sale
    - purchase
    - terms of a lease
    - licence
    - tenancyof land or buildings other than a dispute with a professional adviser in connection with these matters
  - (c) A loan mortgage pension guarantee or any other financial product and choses in action
  - (d) A motor vehicle owned by or hired by or leased to the **insured** other than agreements relating to the sale of motor vehicles where the **insured** is engaged in the business of selling motor vehicles
- (iii) A dispute with an employee or ex-employee which arises out of or relates to a contract of employment with the **insured**
- (iv) A dispute which arises out of
  - the sale or provision of computer hardware software systems or services
  - the purchase or hire of computer hardware software systems or services tailored by a supplier to the **insured's** own specification
- (v) A dispute arising from a breach or alleged breach of professional duty by an **insured person**
- (vi) The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists

### (5) DEBT RECOVERY

**DAS** will negotiate for the **insured's** legal rights including will enforcement of judgement to recover money and interest due from the sale or provision of goods or services

Provided that

- (1) the debt exceeds £250 (including VAT)
- (2) the claim is made within 90 days of the money becoming due and payable
- (3) **DAS** has the right to select the method of enforcement or to forego enforcing judgement if they are not satisfied that there are or will be sufficient assets available to satisfy judgement

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## Section 4 Legal Expenses

### Exclusions

- (i) Any debt arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the debt is due within the first 90 days of the indemnity provided by this section
- (ii) Any claim relating to the following
  - (a) The settlement payable under an insurance policy
  - (b) The
    - sale
    - purchase
    - terms of a lease
    - licence
    - tenancyof land or buildings
  - (d) A loan mortgage pension guarantee or any other financial product and choses in action
  - (e) A motor vehicle owned by or hired by or leased to the **insured** other than agreements relating to the sale of motor vehicles where the **insured** is engaged in the business of selling motor vehicles
- (iii) A dispute which arises out of the purchase hire sale or provision of computer hardware software systems or services
- (iv) The recovery of money and interest due from another party where the other party intimates that a defence exists
- (v) Any dispute which arises from debts the **insured** has purchased from a third party

### (6) PROPERTY PROTECTION AND PERSONAL INJURY

#### (a) Property protection

**DAS** will negotiate for the **insured's** legal rights in any civil dispute relating to material property which is owned by or the responsibility of the **insured** provided that the **insured** has established the legal ownership or right to the land that is the subject of the dispute following

- (a) any event which causes physical damage to such material property
  - or
- (b) a legal nuisance
  - or
- (c) a trespass

#### Exclusions

Any claim relating to the following

- (i) A contract entered into by the **insured**
- (ii) Goods in transit or goods lent or hired out
- (iii) Goods at premises other than those occupied by the **insured** unless the goods are at such premises for the purpose of installations or use in work to be carried out by the **insured**
- (iv) Mining subsidence
- (v) Defending the **insured's** legal rights other than in defending a counter-claim
- (vi) A motor vehicle owned by or used by or hired by or leased to an **insured person** other than damage to motor vehicles where the **insured** is engaged in the business of selling motor vehicles
- (vii) The enforcement of a covenant by or against the **insured**

#### (b) Personal injury

At the **insured's** request **DAS** will negotiate 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

#### Exclusions

Any claim relating to the following

- (i) Any illness or bodily injury that develops gradually
- (ii) Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury
- (iii) Defending an **insured person's** and their family members' legal rights other than in defending a counter-claim
- (iv) Clinical negligence

### (7) TAX PROTECTION

**DAS** will negotiate on behalf of the **insured** and at the request of the **insured** the directors trustees and partners of the **insured** in the event that one of the following enquiries is undertaken in direct connection with the activities of the **business**

- (a) A **tax enquiry**
- (b) A **Charity Commission enquiry**
- (c) An **employer compliance dispute**
- (d) A **VAT dispute**

Provided that for all **insured events** the **insured** has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed

## Section 4 Legal Expenses

### Exclusions

Any **insured event**

- (i) arising from a tax avoidance scheme
- (ii) caused by the failure to register for Value Added Tax or Pay As You Earn
- (iii) arising from any investigation or enquiries with or on behalf of HM Revenue & Customs Special Investigation Section Special Civil Investigations Criminal Investigations Unit Criminal Taxes Unit under Public Notice 160 or by the Revenue and Customs Prosecution Office
- (iv) arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences
- (v) relating to import or excise duties and import VAT

### (8) REMOVAL OF SQUATTERS

**We** will pay the **costs and expenses** to secure the eviction of squatters from the **insured's** premises or land insured by this policy

### Exclusions

- (i) Any claim relating to the eviction of tenants or ex-tenants of the **insured**
- (ii) Any claim reported to **DAS** more than 90 days after the date the **insured person** should have known about the **insured event**

### Conditions

- (1) (a) On receiving a claim if representation is necessary **DAS** will appoint a **preferred law firm or tax consultancy** as the **insured's appointed representative** to deal with the **insured's** claim  
They will try to settle the **insured's** claim by negotiation without having to go to court
  - (b) If the appointed **preferred law firm or tax consultancy** or **DAS's** in-house lawyer cannot negotiate settlement of the **insured's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest then the **insured** may choose a law firm or tax expert to act as the **appointed representative**  
**DAS** will choose the **appointed representative** to represent the **insured** in any proceedings where **we** are liable to pay a compensation award
  - (c) If the **insured** chooses a law firm as their **appointed representative** who is not a **preferred law firm or tax consultancy** **DAS** will give the **insured's** 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 reasonable amount incurred if they had agreed to the **DAS Standard Terms of Appointment**  
The amount **we** will pay a law firm (where acting as the **appointed representative**) may vary from time to time but will not exceed £100 per hour
  - (d) The **appointed representative** must co-operate with **DAS** at all times and must keep **DAS** up to date with the progress of the claim
- (2) An **insured person** must
- (a) co-operate fully with **DAS** and the **appointed representative**
  - (b) give the **appointed representative** any instructions that **DAS** ask them to
- (3) (a) An **insured person** must tell **DAS** if anyone offers to settle a claim and must not negotiate or agree to any settlement without written consent from **DAS**
- (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 **DAS** to take over and pursue or settle a claim in their name  
An **insured person** must allow **DAS** to pursue at our expense and for the **insured person's** benefit any claim for compensation against any other person and an **insured person** must give **DAS** all the information and help **DAS** need to do so
  - (d) Where a settlement is made on a without-costs basis **DAS** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **us**
- (4) (a) An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed assessed or audited if **DAS** ask for this
- (b) An **insured person** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay **us** any amounts that are recovered
- (5) If the **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses the **appointed representative** without good reason the cover **we** provide will end immediately unless **DAS** agree to appoint another **appointed representative**
- (6) If an **insured person** settles a claim or withdraws their claim without **DAS's** agreement or does not give suitable instructions to the **appointed representative** **we** can withdraw cover and will be entitled to reclaim any **costs and expenses** **we** have paid
- (7) **DAS** may require the **insured** to get at the **insured's** own expense an opinion from an expert that **DAS** consider appropriate on the merits of the claim or proceedings or on a legal principle  
The expert must be approved in advance by **DAS** and the cost agreed in writing between the **insured** and **DAS**  
Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **insured** will recover damages (or obtain any other legal remedy that **DAS** have agreed to) or make a successful defence

## Section 4 Legal Expenses

- (8) If there is a disagreement between the **insured** and **DAS** about the handling of a claim and it is not resolved through **DAS's** internal complaints procedure the **insured** may be able to contact the Financial Ombudsman Service for help
- In instances where the Financial Ombudsman Service cannot help (e.g. the **insured** is not an eligible complainant) there is a separate arbitration process
- The arbitrator will be a barrister chosen jointly by the **insured** and **DAS**
- If there is a disagreement over the choice of arbitrator **DAS** will ask the Chartered Institute of Arbitrators to decide
- All costs of resolving the matter must be paid by the party whose argument is rejected
- If a decision is not clearly made against either party the arbitrator will decide how the costs are shared
- (9) An **insured person** must
- keep to the terms and conditions of this policy
  - take reasonable steps to avoid and prevent claims
  - take reasonable steps to avoid incurring unnecessary costs
  - send everything **DAS** ask for in writing and
  - give **DAS** full and factual details of any claim and give **DAS** any information they need
  - report any claim to **DAS** as soon as they become aware of it and within 180 days of the **date of occurrence**
- (10) This section is governed by the law that applies in the part of the United Kingdom Channel Islands or Isle of Man where **your business** is registered Otherwise the law of England and Wales applies All Acts of Parliament mentioned in this policy include equivalent laws in Scotland Northern Ireland the Isle of Man and the Channel Islands as appropriate

### Exclusions

- Costs and expenses** incurred before the written acceptance of a claim by **DAS**
- Fines penalties compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under insured event 1(b) – Compensation awards and insured event 2(c)(i) – Legal defence
- Any legal action an **insured person** takes which **DAS** or the **appointed representative** have not agreed to or where the **insured person** does anything that hinders **DAS** or the **appointed representative**
- Any claim relating to patents copyrights trademarks merchandise marks registered designs intellectual property secrecy and confidentiality agreements
- Any **insured event** deliberately or intentionally caused by an **insured person**
- Any claim relating to rights under a franchise or agency agreement entered into by the **insured**
- A dispute with **us** or **DAS** not otherwise dealt with under Condition 8 of this section
- Any claim relating to a shareholding or partnership share in the **insured**
- Costs and expenses** arising from or relating to judicial review coroner's inquest or fatal accident inquiry  
This exclusion does not apply to insured event 6(b) – Personal injury
- Any claim where either at the start of or during the course of a claim
  - the **insured** is declared bankrupt
  - the **insured** has filed a bankruptcy petition
  - the **insured** has filed a winding-up petition
  - the **insured** has made an arrangement with the **insured's** creditors
  - the **insured** has entered into a deed of arrangement
  - the **insured** is in liquidation
  - part or all of the **insured's** affairs or property are in the care or control of a receiver or administrator
- Any claim where the **insured person** brings legal action resulting from one or more events arising at the same time or from the same originating cause which could result in the court making a Group Litigation Order
- Any claim relating to written or verbal remarks that damage the **insured person's** reputation
- Any claim where an **insured person** is not represented by a law firm barrister or tax expert





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