

Residential Property Insurance Policy

**LANSDOWN
INSURANCE
BROKERS**

Insured by



Residential Property Insurance

Thank **you** for choosing Covéa Insurance.

This is **your** policy. It sets out the details of **your** insurance contract with Covéa Insurance.

Your premium and the other terms of **your** policy have been calculated upon the information shown in the policy **schedule** and recorded in:

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

Please read the policy and **schedule** carefully to ensure that the cover meets **your** requirements.

Please contact **your** insurance broker if **you** have any questions or if **you** wish to make any adjustments.

Residential Property Insurance

Introduction

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

Any word or expression given a specific meaning in:

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

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

In return for **you** having paid or agreed to pay the premium for the **period of insurance**, **we** will indemnify **you**, subject to the terms contained in or endorsed on the policy, in respect of **damage, bodily injury** or liability or pay other benefits which fall within the insured sections of this policy, provided that the **damage or bodily injury** or liability which gives rise to the claim occurs (or in the case of the Employer's Liability Section is caused) during the **period of insurance** and in connection with the **business**.

The **schedule** shows the sections of the policy that are insured.

IMPORTANT

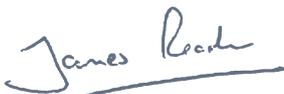
This policy is a legal contract.

You have a duty to make a fair presentation of the risk which is covered by this policy. Therefore **you** should ensure that any information **you** have provided to **us** and the content of any application form, declaration and / or Statement of Fact is accurate and complete. Where **you** have provided **us** with information which relates to matters of **your** expectation or belief, it does not matter if such information turns out to be inaccurate provided that **you** acted in good faith when **you** provided **us** with such information. If **you** do not comply with **your** duty to make a fair presentation of the risk, **your** policy may not be valid or the policy may not cover **you** fully or at all.

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

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

You should keep a written record (including copies of letters) of any information **you** give **us** or **your** insurance broker.



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

Index

Your policy consists of	Page No
The Schedule	
Introduction	3
Index	4
Helplines	5
Customer service information	6
Definitions	11
General Conditions	15
General Exclusions	20
Sections	
• Property Damage	22
• Loss of Rent (including book debts)	29
• Terrorism	32
• Employers' Liability	34
• Property Owners Liability	37
• Legal Expenses	41

Helplines

DAS Helplines

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

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

Eurolaw Legal Advice Service

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

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

The legal advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, DAS will refer the matter to one of their specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

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

Tax Advice Service

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

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

Counselling

This will provide **your employees** (and any members of their immediate family who permanently live with them) with a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by DAS. The counselling service helpline is open 24 hours a day, seven days a week.

Telephone: **0330 134 8165**

These call are not recorded.

DAS will not accept responsibility if the Helpline Services fail for reasons they cannot control.

Employment Manual

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

DAS Business Law

Using www.dasbusinesslaw.co.uk **you** can create ready-to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by **you** using smart document builders.

You can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts. The service also provides useful tools, articles and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help **you** keep **your business** one step ahead.

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

Insert **your** policy number prefixed by "STER". If **you** experience any problems accessing the service, please email details of **your** problem to businesslaw@das.co.uk with **your** policy number in the subject box.

Glass Breakage Helpline

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

To contact Glassolutions phone them on 0333 003 3388.

Customer Service Information

Insurers under the policy

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

Covea Insurance plc

Covea Insurance plc is registered in England and Wales under number 613259. It underwrites general insurance business. It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The Financial Conduct Authority and Prudential Regulation Authority are independent watchdogs that regulate financial services.

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

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

DAS Legal Expenses Insurance Company Limited

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Registered in England and Wales, Company Number 103274, Website: www.das.co.uk.

DAS Law Limited

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113). DAS Law Limited Head and Registered Office: North Quay, Temple Back, Bristol BS1 6FL. Registered in England and Wales, Company Number: 5417859, Website: www.daslaw.co.uk

Lansdown Insurance Brokers

This policy is arranged for **you** by Lansdown Insurance Brokers.

Lansdown Insurance Brokers is a trading name of South Essex Insurance Brokers Ltd [is a private company limited by shares incorporated in England and Wales under registered number 6317314.

Its Registered Office is Beaufort House, Brunswick Road, Gloucester, GL1 1JZ. It is authorised and regulated by the Financial Conduct Authority. It appears on the Financial Services Register under number 479477. You can check this on the Financial Services Register by visiting the Financial Conduct Authority website www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

Accessibility

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

Customer Service Information

Law applicable to the contract

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

Promise of satisfaction and service

We are confident that your Residential Property Insurance policy will bring you complete satisfaction.

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

Please see the General Condition - Cancellation on page 15.

Confidentiality

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

Financial Services Compensation Scheme

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

Commercial Care Line

If you are unfortunate enough to need to make a claim, Covéa Insurance Commercial Care Line will manage all aspects of the claim for you from the time it is reported.

Please contact us via any of the following:

- Dedicated telephone number – **0330 024 2266**
- Dedicated fax number – **0330 024 2623**
- E-mail – commercialclaims@coveainsurance.co.uk
- In writing to – Covéa Insurance Commercial Care Line, Norman Place, Reading, Berkshire RG1 8DA

Covéa Insurance Commercial Care Line is a service available 24 hours a day, 365 days a year.

Staff trained in managing commercial claims will:

- Take details of your claim over the phone, in most cases removing the need for completion of an incident report form.
- Take control of the management of your claim from start to finish and arrange replacement of goods lost or stolen using the latest product information.

As a Covéa Insurance Policyholder you have 24 hour access to emergency assistance should you encounter a problem affecting your premises ranging from a broken window to a fire or any other emergency including:

- Emergency glazing
- Locks
- Plumbing

Arrangements will be made for a suitable contractor or repairer to attend, although if the incident is not covered by your Policy you will be responsible for all costs incurred. Our aim is to bring your claim to a speedy and satisfactory conclusion.

The claims procedure for Legal Expenses is set out within that section of the policy on page 42.

Customer Service Information

Enquiries or complaints

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

- the suitability of this policy for **your** needs; or
- the information and advice **you** received whilst it was originally being discussed; or
- the operation or administration of the policy;

or an enquiry concerning a claim that **you** may have made **you** should contact **your** broker.

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

The Customer Services Manager,
Covea Insurance plc,
50 Kings Hill Avenue,
Kings Hill,
West Malling,
Kent
ME19 4JX

or telephone **us** on 0330 134 8194

or email **us** at information@coveainsurance.co.uk

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

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

You may have the right to refer it to the

Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London

E14 9SR;

telephone numbers

0800 023 4567 (calls to this number are normally free for people calling from a "fixed line" phone but charges may apply if **you** call from a mobile phone)

0300 123 9123 (calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs).

Website www.financial-ombudsman.org.uk

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

Nothing in the terms and conditions of this policy will reduce **your** statutory rights relating to faulty or mis-described goods or services. For further information about **your** statutory rights, **you** should contact **your** local authority Trading Standards Department or Citizen's Advice Bureau.

The complaints procedure for Legal Expenses is set out within that section of the policy on page 48.

Customer Service Information

How we use your information

Please visit www.coveainsurance.co.uk/dataprotection for further information about how and when we process your personal information under our full Privacy Policy.

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

We may process **your** information for a number of different purposes. For each purpose **we** must have a legal ground for such processing. When the information that **we** process is classed as "sensitive personal information", **we** must have a specific additional legal ground for such processing.

Generally, **we** will rely on the following legal grounds:

- It is necessary for **us** to process **your** personal information to provide **your** insurance policy and services. **We** will rely on this for activities such as assessing **your** application, managing **your** insurance policy, handling claims and providing other services to **you**.
- **we** have an appropriate business need to process **your** personal information and such business need does not cause harm to **you**. **We** will rely on this for activities such as maintaining **our** business records and developing, improving **our** products and services.
- **we** have a legal or regulatory obligation to use such personal information.
- **we** need to use such personal information to establish, exercise or defend **our** legal rights.
- **you** have provided **your** consent to **our** use of **your** personal information, including sensitive personal information.

How We Share Your Information

In order to sell, manage and provide **our** products and services, prevent fraud and comply with legal and regulatory requirements, **we** may need to share **your** information with the following third parties, including:

- Reinsurers, Regulators and Authorised/Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on **our**, or **your** behalf
- Product providers where you've opted to buy additional cover
- Other insurers, business partners and agents
- Other companies within the Covea Insurance Group

Marketing

We will not use **your** information or pass it on to any other person for the purposes of marketing further products or services to **you** unless **you** have consented to this.

Fraud Prevention and Detection

In order to prevent or detect fraud and money laundering **we** will check **your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

We may also conduct credit reference checks in certain circumstances. **You** can find further details in **our** full Privacy Policy explaining how the information held by fraud prevention agencies may be used or in which circumstances **we** conduct credit reference checks and how these checks might affect **your** credit rating.

Automated Decisions

We may use automated tools with decision making to assess **your** application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and credit checks.

These automated decisions will produce a result on whether **we** are able to offer insurance, the appropriate price for **your** policy or whether **we** can accept **your** claim. If **you** object to an automated decision, **we** may not be able to offer **you** an insurance quotation or renewal.

How to Contact Us

Please contact **us** if **you** have any questions about **our** Privacy Policy or the information **we** hold about **you**:

The Data Protection Officer, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX or email: dataprotection@coveainsurance.co.uk.

Customer Service Information

Employers Liability Tracing Office

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

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

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

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

The Database will be managed by the ELTO.

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

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

Risk Management

Our experienced Risk Management Surveyors are available to visit your business to give you help and guidance on suitable security measures. They can also give you advice on practical steps to protect your premises from fire, extreme weather conditions and many other aspects including health and safety.

Definitions

Any words or expressions listed below will carry the same meaning wherever they appear in bold in the policy unless stated otherwise.

act of terrorism	<p>an act or threatened act 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 any government and</p> <ul style="list-style-type: none">• involves a violent or an unlawful use of force or an unlawful act dangerous to human life, property or infrastructure, or threat thereof and• is or appears to be intended to intimidate or coerce a civilian population or disrupt any segment of the economy of any government, state or country or overthrow, influence or affect the conduct or policy of any government by intimidation or coercion or affect the control of any government by mass destruction, assassination, kidnapping or hostage taking and• is committed for political, religious, ideological or other similar purposes
bodily injury	death, injury, illness, disease or shock (not applicable to Legal Expenses sub-section)
building, buildings	<p>the building or buildings including</p> <ul style="list-style-type: none">• walls, gates and fences around the building and belonging to you• permanent fixtures and fittings including entry, security and surveillance systems, aerials and satellite dishes• car parks, driveways, paths, steps, terraces, patios and roadways• swimming pools and tennis courts• piping, ducting, cabling and control gear• fuel tanks, telephone, gas, water and electric meters, fibre optic or integrated services, digital network lines• sanitary ware, fixed glass, fanlights, skylights and partitions, solar panels and wind turbines• air conditioning and central heating systems• foundations, extensions, annexes, gangways, conveniences, outbuildings, garages and sub-stations• underground services <p>on the premises or extending to the perimeter of the premises and for which you are legally responsible</p>
business	ownership, management and maintenance of the premises
computer equipment	building management control systems
computer system	a computer or other equipment or component or system or item which processes stores transmits or receives data
consequential loss	Loss resulting from interruption of or interference with the business carried on by you at the premises in consequence of damage to property used by you at the premises for the purpose of the business
contents of communal parts	<p>the following property used solely in connection with your business belonging to you or for which you are legally responsible at the premises and kept in the communal parts or areas occupied by you for management or service purposes</p> <ul style="list-style-type: none">• machinery, plant, trade and office furniture• fixtures, fittings, blinds and signs• all other contents with a single article limit not exceeding £5,000
contract works	temporary or permanent works executed or in the course of execution at the premises by you or on your behalf for the purposes of alterations or improvements to the premises including unfixed site materials for use in connection therewith
damage	loss, destruction or damage unless otherwise excluded
data	data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever

Definitions

declared value

your assessment of the cost of reinstatement of the **property insured** arrived at in accordance with paragraph A. a) of Additional clause 10 – Day One under the Property Damage section, at the level of costs applying at the start of the **period of insurance** (ignoring inflationary provisions which may apply subsequently) together with an allowance for

- a) the additional cost of reinstatement to comply with
 - i) European Union Legislation
 - ii) Act of Parliament
 - iii) Bye-Laws
- b) professional fees
- c) debris removal costs

which is shown in brackets below the sum insured shown in the **schedule**

denial of service attack

any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer systems**. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**

employee

in connection with **your business** any

- person under a contract of service or apprenticeship to **you**
- labour master or labour only sub contractor or person supplied by them
- self employed person providing labour only
- trainee or person undergoing work experience, training, study or exchange scheme
- person hired to or borrowed by **you**
- voluntary workers

(not applicable to Legal Expenses section)

estimated gross rent receivable

the amount declared by **you** to **us** as representing not less than the **gross rent receivable** which it is anticipated will be earned by the **business** during the financial year most nearly concurrent with the **period of insurance** or a proportionately increased multiple thereof where the **maximum indemnity period** exceeds twelve months

excess

the amount for which **you** will be responsible and which will be deducted from each and every claim

financial loss

a pecuniary loss cost or expense

flat

a self-contained unit of residential accommodation forming part of the **buildings**

general cover

any insurance provided by this policy (other than the Terrorism Section) in respect of property and/or business interruption in **Great Britain**

Great Britain

England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987

gross rent receivable

the money paid or payable to **you** for accommodation and services provided (including service charges) at the **premises**

hacking

unauthorised access to any **computer system**, whether **your** property or not

indemnity period

the period beginning with the date of **damage** and lasting for the period during which **your business** is affected as a result of the **damage**, but not longer than the **maximum indemnity period** shown in the **schedule**

Definitions

intruder alarm installation	the component parts of the alarm including the means of communication used to transmit signals
maximum indemnity period	the period stated in the schedule as the maximum indemnity period
money	Cash, Bank Notes, Cheques, Girocheques, Banker's Drafts, Money Orders, Postal Orders, Bills of Exchange, unused Postage Stamps, National Insurance Stamps, National Savings Stamps and Certificates, Holidays with Pay Stamps, Credit Company Sales Vouchers, V.A.T. Purchase Invoices, Customer Redemption Vouchers and unused units in franking machines all your own or for which you are legally responsible and Trading Stamps and Luncheon Vouchers you own only while in your custody.
notifiable human infectious or contagious disease	those diseases notifiable under the Public Health (Infectious Diseases) Regulations, 1988, namely: Acute encephalitis, Acute poliomyelitis, Anthrax, Cholera, Diphtheria, Dysentery, Food poisoning, Legionellosis, Leptospirosis, Malaria, Measles, Meningitis, Meningococcal septicaemia (without meningitis), Mumps, Ophthalmia neonatorum, Paratyphoid fever, Plague, Rabies, Relapsing fever, Rubella, Scarlet fever, Smallpox, Tetanus, Tuberculosis, Typhoid fever, Typhus fever, Viral haemorrhagic fever, Viral hepatitis, Hepatitis A, Hepatitis B, Hepatitis C, Whooping cough, Yellow fever. No other disease shall be added to the above list without our prior written consent.
nuclear installation	any installation of such class and description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument, being an installation designed or adapted for: a) the production or use of atomic energy, or b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations, or c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel
nuclear reactor	any part (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons
operative sections	the sections which you have selected and for which cover is provided by this policy
outstanding debit balances	the individual amounts owed to you by your customers and shown as outstanding in your records, after adjustment for bad debts, abnormal trading conditions and debit/credit amounts not passed through your books during the period between the last record and the date of the damage
period of insurance	after the period stated in the schedule as the period of insurance – (not applicable to Legal Expenses section)
phishing	any access or attempted access to data made by means of misrepresentation or deception
pollutants	any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals, waste (waste includes materials to be recycled, reconditioned or reclaimed) and legionella bacteria
pollution or contamination	pollution, contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease (including but not limited to foot and mouth disease), adulteration, impurification or limitation or prevention of the use of objects because of hazards to health
premises	the buildings and the land inside the boundary of the risk address(es) stated in the schedule

Definitions

products	any goods, including containers, packaging, labelling and instructions for use, sold, supplied, processed, delivered, installed, tested, repaired, serviced, altered, treated or hired out by you in connection with the business and no longer in your possession or control
property insured	buildings, computer systems, contents of communal parts or any other property, as specified in the schedule
resident	the owner, lessee or tenant (and other members of their family normally resident with them) of any flat or any private dwelling at the premises
residential	the purpose built block of flats , private dwelling converted to private flats or private dwelling, occupied for domestic purposes
schedule	this provides details of you , the period of insurance , the operative sections of the policy and the sums insured and limits which apply and specifies any endorsements which amend the standard policy wording
standard gross rent receivable	the gross rent receivable during that period in the twelve months immediately before the date of damage which corresponds to the indemnity period
tenant's or lessee's improvements'	improvements, alterations and decorations which have been undertaken to the buildings either by you or a previous occupier, as tenant or lessee and for which you are legally responsible as occupier and not as owner
territorial limits	Great Britain , Northern Ireland, the Isle of Man or the Channel Islands – (not applicable to the Legal Expenses section)
United Kingdom	England, Scotland, Wales and the Isle of Man
unattended vehicle	any vehicle left without you , an employee of yours or a responsible adult authorised by you , in attendance
vehicle	any road vehicle including trailers and containers
unoccupied	a) without enough furniture and furnishings for normal living purposes, or b) not lived in by any resident or by any other person with the permission of the resident , or c) empty, vacant or not in use
virus or similar mechanism	program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage , interfere with, adversely affect, infiltrate or monitor computer programs, computer systems, data or operations, whether involving self-replication or not. The definition of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage , interfere with, adversely affect, infiltrate or monitor as above
we, us, our	Covea Insurance plc unless otherwise stated
you, your, yours	the person, persons or company named as the Insured in the schedule .

General Conditions

Applicable to all sections

Cancellation

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

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

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

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

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

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

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

We, or any agent appointed by **us**, and acting with **our** authority have the right to cancel **your** policy, where there is a valid reason for doing so. **We** will give **you** fourteen days notice of cancellation in writing, by recorded delivery, to the latest address **we** have for **you** and will set out **our** reason for cancellation in **our** letter.

Valid reasons may include but are not limited to:

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

If **we** cancel **your** policy, **we** will refund the premium for the exact number of days left on the policy plus the prevailing rate of Insurance Premium Tax as stated on **your** policy **schedule**.

If a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **period of insurance**, **we** will not refund any part of the premium.

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

Change in risk

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

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

This policy shall be avoided if:

- a) **your** interest ceases other than by death
- b) the **business** be wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of this insurance unless **we** have accepted the change.

Nothing contained in this policy shall give any right against **us** to any person other than **you** except to a transferee approved by **us**.

General Conditions

Applicable to all sections

Claims

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

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

Contracts (Rights of Third Parties) Act 1999

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

Death of the Insured

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

Excess clause

Where stated in the **schedule you** will be responsible for paying an **excess** in relation to each and every claim made by **you** under this policy. If a claim is made for **damage** under more than one section resulting from the same cause and at the same time, **you** will only pay one **excess** and if different **excesses** apply, **you** will pay the higher amount.

Fair Presentation of the Risk

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

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

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

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

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

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

- i. proportionately reduce the amount payable in respect of a claim; and/or
- ii. treat the policy as if it contained such different terms (other than relating to the premium) that **we** would have applied to the policy had **you** made a fair presentation of the risk.

General Conditions

Applicable to all sections

Fair Presentation of the Risk (continued)

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

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

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

Fraud

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

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

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

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

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

Fraudulent claims include but are not limited to:

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

Law applicable

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

Other insurance

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

Other interests (to be declared)

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

General Conditions

Applicable to all sections

Reasonable care

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

- take all reasonable precautions to prevent **damage**, accident or **bodily injury**
- keep the **premises, buildings** and other maintainable property which is insured by this policy in a satisfactory state of repair
- comply with all relevant statutory requirements and other regulations imposed by any authority and manufacturers' recommendations all relating to the use, inspection and safety of property and the safety of persons
- as soon as possible after discovery, cause any defect or danger to be made good or remedied and in the meantime arrange for additional precautions to be effected as the circumstances may require
- exercise due care in the selection and supervision of **employees**.

Reinstatement of sum insured

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

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

Rights

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

Security

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

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

Subjectivity

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

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

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

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

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

General Conditions

Applicable to all sections

Subjectivity (continued)

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

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

In the event that the matter cannot be resolved

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

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

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

Subrogation

We may take over and deal with, in **your** name, the defence or settlement of any claim. **We** will pay any costs and expenses involved. **We** may also start proceedings in **your** name to recover, for **our** benefit, the amount of any payment **we** have made or are likely to make under this policy.

Terms Not Relevant to a Loss

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

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

Underinsurance

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

Unoccupied Buildings

Notice is to be given to **us** immediately when **you** become aware that any **buildings** or any **flat**, or any other individually leased or tenanted portions thereof become **unoccupied** for a period of more than sixty consecutive days or when any such **buildings** or any **flat**, or any other individually leased or tenanted portions thereof become occupied again and **you** shall pay any additional premium required.

General Exclusions

What you are not covered for:

1. Applicable to all Sections

We will not pay for **damage** to property, any cost, expense, legal liability or **bodily injury** directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

Radioactive Contamination

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

War Risks

War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

Sonic Bangs

Pressure waves caused by aircraft or other aerospace devices travelling at sonic or supersonic speeds

Confiscation

Confiscation, nationalisation or requisition by order of any government or public, municipal, local or customs authority

Electronic Failure

- a) erasure, loss, distortion or corruption of information on, or reduction in the functionality, availability or operation of any electronic equipment, whether belonging to **you** or not, caused by the malicious introduction or incursion of any unauthorised, unintended, undesired or unexpected program, instruction or command or any other computer or electronic virus
- b) the failure of any electronic equipment to recognise, accept, respond to or process any data or instruction. However, subsequent **damage** which is otherwise covered by **your** policy is nevertheless insured

2. Applicable to all Sections other than Liability

We will not pay for **damage** to **property insured** resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

Act of Terrorism

An **act of terrorism** or any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way relating to an **act of terrorism**.

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

Pollution or Contamination

- a) to property caused by **pollution or contamination** unless it is caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance**
- b) in addition, **we** will not pay for any loss under the Loss of Rent Section of this policy resulting from **pollution or contamination** other than loss resulting from **damage** at the **premises** to property used by **you** for the purpose of the **business** caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during not more than one **period of insurance**

Process of Heat

To property undergoing any process involving the application of heat

General Exclusions

What you are not covered for:

Malicious Damage and Theft by Principals

Caused by malicious damage, theft or attempted theft where **you** or any director, partner or **employee of yours** or any member of **your** family or household be concerned as principal or accessory

Unoccupied Premises

Caused by theft or attempted theft, malicious damage, leakage of water following bursting or overflowing of water pipes, water apparatus or water tanks or from any automatic sprinkler installation, leakage of oil or breakage of glass and sanitary ware occurring

- a) after the **building** has been continuously **unoccupied** for more than 60 days
- b) to any **flat** or any other individually leased or tenanted portions of the **building** which has been continuously **unoccupied** for more than 60 days unless agreed by **us**

Unexplained Losses

Caused by disappearance, unexplained loss, inventory shortage, misfiling or misplacing of information

Gradually Operating Causes

Caused by wear, tear or any gradually operating cause

Northern Ireland

Any **damage** or expense happening in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of **damage** or any expense caused by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons

3. Applicable to all Liability Sections other than Employers' Liability

We will not pay for legal liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss **Pollution or Contamination**

Any liability for

- a) **bodily injury** or financial loss of, **damage** to or loss of use of property directly or indirectly arising out of the discharge, dispersal, release or escape of **pollutants** unless caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during not more than one **period of insurance**
- b) the cost of removing, nullifying or cleaning up **pollutants** unless caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during not more than one **period of insurance**

Asbestos

- a) any liability arising directly or indirectly out of exposure to inhalation of, or fears of the consequences of exposure to, or inhalation of asbestos, asbestos fibres or any derivatives of asbestos
- b) the cost of cleaning up, or removal of, or **damage** to property or any product arising out of any asbestos, asbestos fibres or any derivatives of asbestos (except as stated in this policy)

Property Damage Section

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

What you are covered for:

1. **Damage** occurring at or within 50 metres of the **premises** to the **property insured** described in the **schedule** occurring during the **period of insurance**.
2. **Capital additions**
 - a) Newly acquired and/or newly erected **buildings** and **contents of communal parts** anywhere within the **territorial limits** in so far as such property is not otherwise insured
 - b) Alterations, additions and improvements to existing **buildings** and **contents of communal parts** at the **premises** but excluding any appreciation in value of such property during the **period of insurance**
Provided that
 - i) at any one location **our** liability shall not exceed £500,000 or 20% of the Property Damage sum insured, whichever is the lower
 - ii) **you** will notify **us** of such capital additions as soon as possible or within 6 months of the addition and pay the appropriate additional premium that may be required to provide retrospective cover from the commencement date of **your** liability for such property
 - iii) following such notification the provisions of this clause are fully reinstated.
3. **Debris removal costs**

The **property insured** extends to include costs and expenses necessarily incurred by **you** with **our** consent in

 - a) removing debris
 - b) dismantling or demolishing
 - c) shoring up or propping

of the portion or portions of the **property insured** which has been subject to **damage** but excluding any such costs or expenses incurred in respect of stock
Provided that **we** will not be liable for any such costs or expenses

 - i) incurred in removing debris except from the site of the **property insured** which has suffered **damage** and from the area immediately adjacent to such site
 - ii) arising from **pollution or contamination** of property not insured by this section.
4. **Tenants debris removal costs**

The costs necessarily and reasonably incurred following **damage** at the **premises** for the removal of contents debris including fixtures and fittings not **your** property for the purpose of accelerating the reinstatement of the **premises**
Provided that

 - i) **our** liability shall not exceed the amount £25,000
 - ii) this cover does not apply where a more specific insurance policy is in force
5. **Theft of fixed fabric of the building**

Theft of the fixed fabric of the **building**, including fixed external CCTV equipment and security lighting, where the **building** is shown as insured in the **schedule**.
Our liability will not exceed £50,000 in any one **period of insurance**.
6. **Protection equipment expenses**

The cost of refilling fire extinguishing equipment, including sprinkler installations and smoke cloaks, the replacement of sprinkler heads and the resetting of intruder alarms, fire alarms and closed circuit television equipment for which **you** are responsible used solely as a consequence of **damage** but **our** liability will not exceed the amount shown in the **schedule** in respect of the **property insured**.
7. **Landscaping costs**

Costs and expenses incurred by **you** with **our** consent in repairing or reinstating **damage** to the landscaped gardens and grounds at the **premises**, caused by fire brigade equipment and personnel in the course of combating fire or any other insured event provided that **you** are legally responsible for the repair or reinstatement of such **damage**.
Our liability will not exceed £50,000 in any one **period of insurance**.
8. **Loss of metered gas and water**

The cost of loss of metered gas and metered water for which **you** are legally responsible arising from **damage** at the **premises** to **property insured** or loss due to unauthorised use by persons taking possession or, keeping possession of or occupying any **premises** without **your** written consent
Provided that

 - a) **our** liability will not exceed £25,000 in any one **period of insurance**
 - b) in respect of unauthorised use
 - i) **you** shall take all practical steps to terminate unauthorised use as soon as it is discovered
 - ii) **you** must advise **us** of such unauthorised use immediately on becoming aware of it.

Property Damage Section

What you are covered for:

9. Additional statutory costs

Within the item sum insured **we** will pay reasonably and necessarily incurred additional costs involved in complying with statutory regulations or local authority requirements following **damage** to the **property insured**

Provided that **we** will not be liable under this cover for any such costs or expenses

- in respect of **damage** occurring prior to the inception of this section
- in respect of property entirely undamaged
- where notice to comply has been served upon **you** prior to the occurrence of **damage**
- for work which takes more than 12 months from the date of **damage** unless prior consent has been given by **us**.

Our liability will not exceed £500,000 or 10% of the Property Damage sum insured, whichever is the lower.

10. Additional statutory costs – undamaged portions

We will pay for additional costs involved in complying with statutory regulations or local authority requirements following **damage** to **property insured** in respect of undamaged portions

Provided that **we** will not be liable under this cover for any such costs or expenses

- in respect of **damage** occurring prior to the inception of this section
- where notice to comply has been served upon you prior to the occurrence of **damage** at the **premises**
- for work which takes more than 12 months from the date of **damage** unless prior consent has been given by **us**
- which have not been agreed by **us**
- that would otherwise have been payable had the undamaged portion been wholly destroyed as a result of the **damage** which caused **you** to claim

Our liability will not exceed £25,000 in any one **period of insurance**.

11. Additional costs of construction – energy efficiency

Within the item sum insured **we** will pay for the additional costs of reinstatement following **damage** to the **buildings** arising solely from the necessity to comply with the application of the EC Directive on Energy Performance on Buildings 2002/91 (as enacted in applicable national law)

Provided that **we** will not be liable under this cover for any such costs or expenses

- in respect of **damage** occurring prior to the inception of this section
- for work which takes more than 12 months from the date of **damage** unless prior consent has been given by **us**
- in respect of property entirely undamaged.

Our liability will not exceed £100,000 or 10% of the Property Damage sum insured, whichever is the lower.

12. Temporary removal

The **property insured** is covered whilst temporarily removed from the **premises** for cleaning renovation repair or similar purposes and in transit thereto and there from anywhere within the **territorial limits** provided that

- our** liability under this cover shall not exceed 10% of the item sum insured
- this cover does not apply to property in so far as it is otherwise insured.

13. Theft or loss of keys

The cost of replacing locks or keys to the **premises** or to any safe or strongroom therein resulting from accidental loss of or theft of keys where such theft is

- involving forcible or violent entry to the **premises** or the home of any authorised **employee** and/or
- involving assault or violence or threat thereof whilst such keys are in the personal custody of **you** or any authorised **employee**.

Our liability will not exceed £2,500 in any one **period of insurance**.

14. Trace and access

In the event of **damage** at the **premises** to **property insured** resulting from the escape of water or oil from any fixed installation, **we** will pay for costs necessarily and reasonably incurred in

- locating the source of **damage** in order to effect repairs
- making good.

Our liability will not exceed £50,000 in any one **period of insurance**.

15. Sprinkler upgrade costs

Within the **building** item sum insured **we** will pay for the additional costs of upgrading any sprinkler installation as required by **us** following **damage** to the **buildings** in order to conform to Loss Prevention Rules for Automatic Sprinkler Installations applicable at the time of reinstatement following **damage**

Provided that

- the installation conformed to the 28th or 29th Edition Rules or to the LPC rules current at the time of installation
- we** shall not be liable for any rate tax duty development or other charge or assessment arising out of capital appreciation as a result of complying with this extension
- our** liability will not exceed the amount shown in the **schedule** for each **building**.

Property Damage Section

What you are covered for:

16. Contract works

Contract works in respect of any contract and for which **you** are responsible under the terms of the contract

Provided that

- a) **our** liability shall not exceed £250,000
- b) this cover does not apply to **contract works** in so far as it is otherwise insured.

17. Gardening equipment

Gardening equipment used by **you** in connection with the **business** at the **premises**

Our liability shall not exceed £10,000.

18. Tree felling and lopping

The cost incurred by **you** in removing or lopping trees which are an immediate threat to safety of life or **damage** to any **buildings** or **contents of communal parts**

Provided that

- a) **our** liability shall not exceed £10,000
- b) **we** shall not be liable for
 - i) costs solely to comply with a Preservation Order
 - ii) Legal or local authority costs.

19. Removal of wasp or bee nests or vermin

The cost incurred in removing wasp or bee nests or vermin from the **buildings** at the **premises**

Provided that

- a) **our** liability shall not exceed £500.
- b) **we** shall not be liable for wasp or bee nests or vermin which were already in the **building** prior to inception of this policy or prior to the purchase of any new **premises**.

20. Alternative accommodation and Loss of Rent – residential properties

Where the **residential buildings** or any individual **flats** are rendered uninhabitable or access is prevented following **damage** we will pay **you** in respect of

- a) the reasonable additional cost of comparable accommodation incurred by the **resident** for temporary storage of **residents'** furniture
- b) the reasonable cost of accommodation in kennels and/or catteries for **residents'** dogs and/or cats if such dogs and/or cats are not permitted in the **residents'** alternative accommodation
- c) **gross rent receivable** during the period necessary to restore the **residential buildings** or any individual **flats** to a habitable condition or to make it accessible

Provided that

- i) cover for any cost shall only apply to the extent they are not otherwise insured
- ii) the maximum period during which **we** will pay shall not exceed 36 months from the date of **damage**
- iii) **our** liability shall not exceed 33.30% of the sum insured shown in the **schedule** for each **building**.

21. Fly tipping

The insurance by each item on **buildings** extends to include costs necessarily and reasonably incurred in clearing and removing any property that has been illegally deposited at the **premises**, to an officially authorised and licensed waste site

22. Further investigation costs

Where **you** have suffered **damage** to any **building** and in the opinion of a competent construction professional there is a reasonable possibility of other **damage** to a portion of the same **building** which is not immediately apparent **we** will pay the reasonable costs incurred by **you** with **our** prior consent in establishing whether or not such **damage** has occurred.

We will also pay the reasonable costs incurred by **you** with **our** prior consent, in establishing whether or not **buildings** in the immediate vicinity have suffered **damage** in the same incident but only if such **buildings** are subsequently found to have suffered such **damage** for which **we** are liable under this section

Our liability shall not exceed £10,000.

23. Emergency services

We will pay **you** in respect of **damage** to the **building** resulting from the actions of the emergency services, including deliberate acts where such acts are for the purposes of safeguarding human life or minimising **damage**.

Our liability shall not exceed £5,000

Property Damage Section

What you are covered for:

24. Frustrated legal costs

We will pay **you** for legal costs and expenses reasonably and necessarily incurred by you prior to the date of **damage** where **you** have contracted to sell the **buildings** and the sale of the **buildings** has been aborted solely in direct consequence of **damage** Provided that

- a) such costs and expenses were incurred solely and directly in connection with **your** contract to sell the **buildings**
 - b) **damage** occurs between the exchange of contracts and completion of the sale
- Our** liability will not exceed the amount £10,000 in any one **period of insurance**.

25. Money

We will pay for

- a) physical loss of **money** held by Directors and Officers of the Residents Management Company or members of the Management Committee of the Residents Association for the benefit of individual flat owners
- b) the cost of repair or replacement following **damage** to any safe strongroom case cash box bag or garment used for the storage or carriage of **money** resulting from theft or attempted theft of **money** while
 - i) in the **buildings**
 - ii) in transit
 - iii) in a bank night safe until removed by an authorised bank official
 - iv) in **your** home or the home of any person to whom such **money** is entrusted within the **territorial limits**.

Provided that

- a) **our** liability will not exceed £1,000 any one occurrence or £2,500 during any one **period of insurance**
- b) **we** will not be liable for
 - i) **damage** due to error or omission in receipts payments or accounting practice
 - ii) indirect loss of any kind
 - iii) **damage** due to the dishonesty of any director partner or **employee** unless discovered within seven working days of its occurrence
 - iv) loss or theft from an **unattended vehicle**.

Maximum amount payable

The most **we** will pay in respect of any one occurrence will not exceed the sum insured stated against each item or the total of all sums insured stated against all items insured by this section as shown in the **schedule**.

Inflation Protection

The sums insured stated in the **schedule** for **property insured** (other than other items stated as being insured on an alternative basis) will be adjusted each month in line with the percentage changes to the appropriate indices. At each renewal, the premium will be calculated on the adjusted sums insured.

Basis of claims settlement

In the event of **damage** to **property insured** by this section the basis upon which the amount payable will be calculated shall be:

- a) deeds, documents and business books - their value as stationery only together with the cost of clerical labour expended in writing up and not for the value to **you** of the information contained therein
- b) computer systems records - the value of the materials only together with the cost of clerical labour and computer time expended in reproducing the records provided that **we** will not pay for the value to **you** of the information contained therein or for any expense in connection with the production of information to be recorded therein
- c) all other property including **buildings** - the cost of repairing or reinstating the property equal to its condition when new

Provided that

- i) this is carried out without delay and in the most economical manner
- ii) when **property insured** is partially lost, destroyed or damaged **our** liability shall not exceed the estimated reinstatement cost which would have been payable had it been wholly lost or destroyed
- iii) until reinstatement has been completed no payment shall be made for more than the amount which would be payable if an allowance had been made for wear, tear or depreciation.
- iv) where for any reason no payment is to be made on the basis of repair or reinstatement as new (liability being otherwise admitted) then the Basis of claims settlement is restated to read as follows - Following loss, destruction or damage insured by this section and subject to the adequacy of the sums insured and to the Limits of liability the Company will pay
 - a) in the case of buildings, the value of the buildings at the time of the loss, destruction or damage, or the amount of such loss, destruction or damage as the case may be, after due allowance for wear, tear or depreciation or at its option replace, reinstate or repair the lost, destroyed or damaged property
 - b) in the case of all other property, the cost of repair or replacement at the time of the loss, destruction or damage after due allowance for wear, tear or depreciation.

Property Damage Section

Additional clauses

1. Architects' and surveyors' fees

Within the overall limit of the sum insured on **property insured we** will pay the cost of architects', surveyors', consulting engineers', legal and other fees necessarily and reasonably incurred with **our** consent in the reinstatement or repair of the property following **damage** but excluding fees charged for the preparation of any claim.

2. Contracting purchaser

If **you** contract to sell the **buildings** the purchaser will be entitled to the benefit provided by this section, between the exchange of contracts and the completion of the sale, provided that the purchaser completes the purchase and the **buildings** are not otherwise insured.

3. Contractor's interest

Where **you** are required to effect insurance on the **premises** in the joint names of **you** and the contractor then the interest of the contractor in the **premises** as joint insured is noted

Provided that

- a) **you** provide **us** with details prior to the commencement of any contract which exceeds the limit shown in the **schedule**
- b) **you** pay any additional premium if required.

4. Designation

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

5. Interested parties

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

Provided that

- a) such act or omission is entirely without the authority of the freeholder, lessor or mortgagee
- b) as soon as the freeholder, lessor or mortgagee becomes aware of any such act or omission they shall give immediate written notice to **us** and pay any additional premium required.

6. Non-invalidation

The insurance by this section shall not be invalidated by any act or omission or by any alteration unknown to **you** and beyond **your** control whereby the risk of **damage** is increased provided that as soon as **you** become aware of any such act or omission or alteration **you** shall give immediate written notice to **us** and pay any additional premium required.

7. Subrogation waiver

In the event of a claim arising under this section **we** agree to waive any rights remedies or relief to which **we** may become entitled by subrogation against

- a) any company standing in the relation of Parent to Subsidiary or Subsidiary to Parent to **you** as defined in the Companies Act or Companies (N.I.) Order as appropriate current at the time of the **damage**
- b) any company which is a Subsidiary of a Parent Company of which **you** are yourself a Subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order as appropriate current at the time of the **damage**
- c) any tenant or lessee who contributes to the cost of the premiums.

8. VAT

The insurance on each item on **buildings** extends to include value added tax paid by **you** and which is not subsequently recoverable
Provided that

- a) **your** liability for tax arises solely as a result of the reinstatement or repair of the **buildings** following **damage** which **we** have paid or agreed to pay
- b) if any payment made by **us** in respect of the reinstatement or repair of such **damage** shall be less than the actual cost of reinstatement or repair any payment under this clause resulting from that **damage** shall be reduced in like proportion
- c) **your** liability for such tax does not arise from the replacement **building** having a greater floor area than or being better or more extensive than the destroyed or damaged **buildings**
- d) where an option to rebuild on another site is exercised, **our** liability under this clause shall not exceed the amount of tax that would have been payable had the **buildings** been rebuilt on its original site
- e) **our** liability under this clause shall not include amounts payable by **you** as penalties or interest for non payment or late payment of tax
- f) **you** have taken all reasonable precautions to insure adequately for value added tax liability from the inception of this insurance and at each subsequent renewal date Terms to the contrary elsewhere in this Section are over-ridden as follows in respect of those items to which this clause applies
 - i) for the purpose of the Underinsurance General Condition rebuilding costs shall be exclusive of value added tax
 - ii) **our** liability may exceed the sum insured by an individual item on **buildings** or in the whole the total sum insured where such excess is solely in respect of value added tax.

Property Damage Section

Additional clauses

9. Workmen

Repairs and minor alterations may be carried out at the **premises** without affecting the cover provided by this section

10. Day one

Subject to the following Special Conditions the basis upon which the amount payable in respect of any item on **buildings** 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 premium is based on the **declared value** (shown in the **schedule**) -

Special conditions

1. At the start of each period of insurance you must notify us of the declared value of each item on **buildings**. If **you** fail to notify **us** of the **declared value** at the start of each **period of insurance** we will use the last **declared value** notified to **us** for the following **period of insurance**.
2. If at the time of damage the **declared value** of the **buildings** insured by such item is less than the cost of reinstatement at the beginning of the **period of insurance** then **you** will be considered as being **your** own insurer for the difference and shall bear a proportionate share of the loss.
3. **Our** liability for the repair or restoration of property which is only partially damaged will not exceed the amount which would have been payable if the property been wholly destroyed.
4. No payment beyond the amount which would have been payable in the absence of this Additional Clause shall be made:
5.
 - a) unless reinstatement commences and proceeds without unreasonable delay
 - b) until the cost of reinstatement has actually been incurred
 - c) if at the time of **damage** the **property insured** is insured by any other insurance effected by **you** or on **your** behalf which is not upon the same basis of reinstatement.
6. All the terms and conditions of the Policy shall apply:
 - a) in respect of any claim payable under the provisions of this Additional Clause except in so far as they are varied hereby
 - b) where claims are payable as if this Additional Clause had not been incorporated except that the sum(s) insured shall be limited to 115% of the **declared value(s)**
 - c) as stated in the **schedule**.

11. Average waiver

Notwithstanding the provisions of the Underinsurance General Condition or special conditions under Additional Clauses 10 **we** agree to waive any rights for underinsurance in respect of any **building** which is insured to the value specified in a building valuation survey completed by a RICS approved valuer provided that

- a) the **declared value**
 - i) represents the advice given by the survey report and
 - ii) has been subject to increases in line with inflationary increase indices
- b) the date of the report is within 3 years of the date of **damage**

What you are not covered for:

1. water (other than loss of metered water as described in this section), air, runways, railway lines, dams, reservoirs, storage lakes, canals, rigs, wells, tunnels, docks, piers, jetties, excavations, wharfs, mines, and off-shore property
2. animals and growing crops
3. jewellery, precious stones, bullion, furs, fine art, curiosities, relics,
4. overhead electrical and telecommunication transmission and distribution lines, overhead transformers or other similar overhead communication, transmission or distribution equipment and their supporting structures other than those within the **premises** for which **you** are responsible
5. vehicles required to be licensed for road use (including accessories thereon), caravans, trailers, railway locomotives or rolling stock, watercraft, aircraft or spacecraft (including but not limited to satellites)
6. property or structures in course of demolition, construction or erection and materials, equipment or supplies in connection therewith other than as provided for under 'What you are covered for' 16 - **Contract works** or Additional clause 9) - **Workmen**
7. moveable property in the open (other than **contract works**), fences, gates, vegetation, lawns and shrubs in respect of **damage** caused by wind, rain, hail, sleet, snow, flood, dust or falling trees

Property Damage Section

What you are not covered for:

8. property (other than **contract works**) from a garden, yard, open space or any open fronted or open sided **building** therein by theft or any attempt thereat or malicious damage
9. explosives and contraband
10. **damage** to property stored in any outbuilding or basement caused by storm, flood, leakage of oil or water following bursting or overflowing of oil or water tanks, apparatus or pipes or from any automatic sprinkler installation, unless such property is raised at least 100mm above the ground floor level of the outbuilding or the floor level of the basement
11. **damage** to any electrical machine or apparatus or component thereof occasioned by its over-running, excessive pressure, short-circuiting or self-heating not resulting in fire
12. explosion
 - a) caused by or consisting of the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to **you** or under **your** control
 - b) in respect of and originating in any vessel machinery or apparatus or its contents, belonging to **you** or under **your** control which requires to be examined to comply with any statutory regulations unless such vessel, machinery or apparatus shall be the subject of a policy or other contract providing the required inspection service
13. theft unless
 - a) involving forcible and violent entry to or exit from a **building** at the **premises**
 - b) involving assault or violence or threat thereof to **you** or any of **your employees**
 - c) as provided for under 'What you are covered for' **5 - Theft of fixed fabric of the building** or **17 - Contract Works**
14. **damage** arising solely from a change in the water table level (i.e. the level below which the ground is saturated with water)
15. subsidence, ground heave or landslip caused by:
 - a) settlement or bedding down of new structures
 - b) compaction of the infill to floors
 - c) the settlement or movement of newly made up ground
 - d) river or coastal erosion or cliff fall
 - e) defective design or workmanship or the use of faulty or defective materials
 - f) demolition or structural repairs or alterations to the **buildings**
16. movement of solid floor slabs caused by subsidence, ground heave or landslip unless the foundations beneath the external walls of the **buildings** are damaged at the same time by the same cause
17. **damage** to oil tanks, paths, patios, paved areas or other artificially covered surfaces, swimming pools, tennis courts and walls caused by subsidence, ground heave or landslip, unless the main building is damaged at the same time by the same cause
18. **damage** caused by subsidence, ground heave or landslip for which compensation is provided under legislation
19. **damage** caused by or arising from or consisting of
 - a) wear, tear or depreciation or diminution in value
 - b) collapse or cracking of **buildings**
 - c) inherent vice, latent defect, defective design, plan or specification or the use of faulty materials
 - d) faulty or defective workmanship operational error or omission by **you** or any of **your employees**
 - e) marring, scratching, denting or mechanical or electrical defect, failure, breakdown or derangement
 - f) gradually operating causes, including but not limited to atmospheric or climatic conditions, wet or dry rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests
 - g) any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, installation, testing, commissioning, alteration or maintenance of any property
 - h) use of any article contrary to manufacturers' instructions
 - i) change in temperature colour flavour or finish
20. malicious damage or theft caused by any
 - a) **resident** to the **flat** in which he or she resides
 - b) tenant or lessee to any portion of the **building** they occupy for commercial purposes
21. the relevant **excess** stated in the **schedule**.

Loss of Rent Section

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

What you are covered for:

1. The amount of loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** in consequence of any **damage** occurring at the **premises** to any **property insured** used by **you** at the **premises** for the purposes of the **business**.

2. Prevention of access

Interruption of or interference with the **business** in consequence of

- a) **damage** to property within 1 kilometre of the **premises** which prevents or hinders the use of or prevents access to the **premises** provided that **we** shall not be liable for **damage** to the property of any public utility from which **you** obtain supplies or services.
- b) action or advice of any governmental, local authority or other statutory body due to an emergency which is likely to endanger life or property

Provided that **we** shall not be liable for:

- i) any incident involving interruption or interference of less than 12 hours
- ii) any period other than the actual period of interruption or interference or 3 months, whichever is the lower
- iii) any consequences of labour disputes, infectious or contagious disease
- iv) **your** or the lessees' non compliance with any action or advice previously given
- v) any cause within **your** control
- vi) any interruption or interference arising from the obstruction of roads, streets or any other rights of way due to weather or
- vii) climatic conditions
- viii) any interruption or interference arising from repair or maintenance work being completed on property as a result of inherent defect or wear and tear

Our liability will not exceed £250,000.

3. Public utilities

Interruption of or interference with the **business** in consequence of **damage** to property at any

- a) generating station or sub-station of the public electricity supplier
- b) land based premises of the public gas supplier or of any natural gas producer linked directly with them
- c) land based premises of the public telecommunications supplier or internet service provider
- d) waterworks or pumping station of the public water supplier

within the **territorial limits** from which **you** obtain electricity, gas or water supplies or telecommunication services.

Our liability will not exceed £100,000.

4. Deeds & documents

Interruption of or interference with the **business** in consequence of **damage** to plans, deeds, briefs, manuscripts, books, documents and office records whilst temporarily removed from the **premises** to elsewhere within the **territorial limits**.

Our liability will not exceed £100,000.

5. Compulsory closure

Interruption of or interference with the **business** in consequence of compulsory closure by a public body authorised to prevent or restrict access to the **premises** arising from

- a) discovery of a **notifiable human infectious or contagious disease** at the **premises**
- b) the occurrence at the **premises** of murder, manslaughter, suicide or rape
- c) defective sanitation or the presence of vermin or pests.
- d) any occurrence of any **bodily injury** sustained by any person resulting from discharge, release or escape of legionella bacteria from water tanks, water systems, humidifiers, air washers, emergency showers, eye wash sprays, indoor ornamental fountains, aqueous tunnel washers, air conditioning plants or cooling towers at the **premises**.

Special Condition

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

- a) comply with the requirements of the Health and Safety Commission Approved Code of Practice "The Prevention and Control of Legionellosis" (including Legionnaires Disease) or any supplementary, replacement or amending Code of Practice
- b) keep records evidencing compliance for our inspection or produce copies of such records immediately on request

For the purpose of this cover the **maximum indemnity period** is restated as 3 months.

Our liability will not exceed £100,000.

Loss of Rent Section

What you are covered for:

6. Book debts

Interruption of or interference with the **business** in consequence of **damage** to **your** records of **outstanding debit balances** contained within any premises occupied by **you** in connection with the **business** or the premises of **your** managing agents.

We will pay for any net **outstanding debit balances** which **you** are unable to recover from tenants or lessees as a result of **damage** to such records and any additional expenditure incurred after such **damage** in tracing and establishing **outstanding debit balances**.

Our liability in respect of loss of net **outstanding debit balances** and their associated additional expenditure and accountants' charges will not exceed £100,000 in any one **period of insurance**.

Special Condition

At the end of each month **you** shall record the total amount outstanding in tenants' or lessees' accounts and shall maintain a separate record, in addition to the books of account, at alternative premises.

7. Capital additions

Loss of rent in respect of

a) Newly acquired and/or newly erected **buildings** anywhere within the **territorial limits** in so far as such Loss of Rent is not otherwise insured

b) Alterations, additions and improvements to existing **buildings** at the **premises**

Provided that

- i) at any one location **our** liability shall not exceed £100,000 or 10% of the Property Damage sum insured, whichever is the lower
- ii) **you** will notify **us** of such capital additions as soon as possible or within 6 months of the addition and pay the appropriate additional premium that may be required to provide retrospective cover from the commencement date of **your** liability for such property
- iii) following such notification the provisions of this clause are fully reinstated.

8. Loss of investment income

If as a result of **damage** **we** are paying an indemnity under this section and the payment is made later than the date upon which **you** would have normally have expected to receive the rent from the tenant or lessee **we** will pay an amount equivalent to the investment income lost to **you** during the period of delay.

Our liability will not exceed £50,000.

9. Premises of managing agents

Interruption of or interference with the **business** in consequence of **damage** to the premises of **your** managing agents

Our liability will not exceed £50,000.

10. Loss of attraction

Interruption of or interference with the **business** in consequence of **damage** to property in the vicinity of the **premises** which shall deter potential tenants or lessees whether the **premises** is subject to **damage** or not

Our liability will not exceed £50,000 any one occurrence and £250,000 in any one **period of insurance**.

11. Contracting purchaser's interest

If at the time of any **damage** **you** have contracted to sell **your** interest in any **premises** for which rent is insured under this section and the purchase has been delayed but subsequently completed then the purchaser shall benefit under this section for loss of rent in consequence of such **damage**.

Provided that

- a) the rent is not otherwise insured by the purchaser or on their behalf
- b) the benefit is given without prejudice to **your** or **our** rights or liabilities.

12. Rent free period

If at the time of any **damage** any **premises** are subject to a rent free period under the terms of the lease then the **indemnity period** shall be adjusted by adding the unexpired portion of the rent free period to the number of months shown in the **schedule**

Provided that **our** liability shall not exceed £50,000.

Loss of Rent Section

Maximum amount payable

The most **we** will pay in respect of any one occurrence shall not exceed

1. 200% of the sum insured for each item in respect of **estimated gross rent receivable**
2. 100% of each other item as shown in the **schedule**.

Basis of claims settlement

Following **damage** insured by this section **we** will pay for the following in respect of any of the undermentioned items if insured by this section.

Gross rent receivable - loss thereof due to

- a) loss of **gross rent receivable** being the amount by which the **gross rent receivable** during the **indemnity period** shall fall short of the **standard gross rent receivable** in consequence of the **damage**
- b) increase in cost of working being the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **gross 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 reduction in **gross rent receivable** thereby avoided less any sum saved during the **indemnity period** in respect of such of the charges and expenses of the **business** payable out of **gross rent receivable** as may cease or be reduced in consequence of the **damage**.

Additional Increase in Cost of Working

Additional expenditure necessarily and reasonably incurred by **you** during the **indemnity period** in excess of the amount payable under the **gross rent receivable** for the sole purpose of avoiding or diminishing a reduction in **gross rent receivable** in order to resume or maintain normal **business** operations.

Additional clauses

1. Alternative trading

If during the **indemnity period** services shall be rendered 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 such services shall be brought into account in arriving at the **gross rent receivable** as applicable during the **indemnity period**.

2. Professional accountants

We will pay under this section the reasonable charges payable by **you** to professional accountants for producing any particulars or details or any other proofs, information or evidence as may be required by **us** and reporting that such particulars or details are in accordance with **your** books of account or other business books or documents provided that the sum of the amount payable under this clause and the amount otherwise payable under the section shall in no case exceed the maximum amount payable.

3. Separate departments

If the **business** is conducted in departments, the independent trading results of which are ascertainable, the provisions of the Basis of claims settlement sub-paragraphs a) and b) of any item on **gross rent receivable** as appropriate shall apply separately to each department affected by the **damage**.

4. Payment on account

In the event of any claim for which payment is made **we** will if required by **you** make monthly payments on account during the indemnity period.

What you are not covered for:

Any interruption of or interference with the **business** not caused by **damage** other than as described in 'What you are covered for' – **5. Compulsory Closure**.

Terrorism Section

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

Definitions

For the purpose of this Terrorism section the following definitions will apply:

act of terrorism

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 of violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

Terrorism - Property Damage

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

Terrorism – Business Interruption

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

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

Terrorism – Book Debts

This sub-section applies to **outstanding debit balances** as described, defined and specified as insured in the **general cover**.

What you are covered for

We will indemnify **you** in respect of **damage** to **property insured** within **Great Britain** or **consequential loss** arising from an **act of terrorism**.

Cover is applicable to the **general cover** in respect of which there is an operative sub-section in the **schedule**.

What you are not covered for:

1. **damage** or **consequential loss** directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:
 - a. riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
2. **damage** or **consequential loss** caused by contributed to by or arising from or occasioned by or resulting from:
 - a. **damage** to any **computer system** or
 - b. any alteration, modification, distortion, erasure or corruption of **data**in each case whether **your** property or not, where such loss is directly or indirectly caused by or contributed to, by or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**.
This exclusion shall not apply in respect of:
 - i) **damage** which itself results directly (or, solely as regards to (ii) c) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, **damage** to or movement of buildings or structures, plant or machinery other than any **computer system**; and

Terrorism Section

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

What you are not covered for (continued):

- i) comprises:
 - a) the cost of reinstatement, replacement or repair in respect of **damage to your** Property; or
 - b) **consequential loss** as a direct result of **damage to your** Property or as a direct result of denial, prevention or hindrance of access to or use of the **premises** by reason of an **act of terrorism** causing **damage** to other Property within one mile of the **premises** to which access is affected; or
 - c) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of **damage to your** Property and any additional costs or charges reasonably and necessarily paid by **you** to avoid or diminish such loss

and

- ii) is not proximately caused by an **act of terrorism** in relation to which the relevant organization or any persons acting on behalf of or in connection with that organization are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

The meaning of Property for the purposes of this exclusion shall exclude:

- a) money, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever; and
- b) any **data**.

Notwithstanding the exclusion of **data** we will pay **consequential loss**:

- a) directly resulting from **damage** to Property to the extent that such **damage** within the meaning of sub-paragraph 2. (ii) directly results from any alteration, modification, distortion, erasure or corruption of **data**
- b) as a result of an occurrence of one or more of the events referred to in sub-paragraph 2. (i) results directly or indirectly from any alteration, modification, distortion, erasure or corruption of **data**

In no other circumstances will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of **data** be covered by this section.

- a) In respect of:
 - a. any **nuclear** Installation or **nuclear reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **nuclear** Installation or **nuclear reactor**
 - b. any property not being a block of flats which is insured in the name of a private individual and is occupied by that individual for residential purposes
- Other than:
- i) flats and houses insured by trustees and sole traders provided they do not occupy any part of the premises as their own private residence
 - ii) properties which comprise mixed residential and commercial use provided the commercial element exceeds 20%
- c. bankers blanket bond
 - d. any property which is insured by or would but for the existence of this policy be insured by any form of transit or aviation or marine policy other than the Goods in Transit section where shown as insured in **your schedule**
 - e. any other type of property which is specifically excluded elsewhere in this policy.

Special Conditions

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

Employers' Liability Section

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

What you are covered for:

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

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

2. Compensation for court attendance

We will pay you for the costs of attendance at court to help defend or act as a witness in connection with any claim for which you are entitled to be paid under this section and with our agreement up to a maximum of £250 per person per day.

3. Corporate Manslaughter

We will pay you in respect of

- a) legal costs and expenses incurred with our prior written consent and
- b) prosecution costs awarded against you

in the defence of criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death happening in connection with the **business** during the **period of insurance** and which may be the subject of payment under this section

Provided that

- i) our liability shall not exceed the maximum amount payable shown in the **schedule** during any one **period of insurance**
- ii) all amounts payable under this extension will form part of and not be in addition to the limit of indemnity stated in the **schedule**
- iii) where we have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings any amount paid or payable by us will be deducted from the amount payable under this section
- iv) we agreed in writing to the appointment of any solicitor or counsel who is to act on your behalf prior to their appointment.

We will not be liable for

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

4. Cross liabilities

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

5. Health and Safety at Work etc. Act 1974

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

We will not be liable for

- a) any fines or penalties or the cost of implementing any remedial order or publicity order
- b) an appeal against any fines, penalties, remedial order or publicity order
- c) costs and expenses provided by any other source or any other insurance or, which but for the existence of this extension, would have been provided by such source or insurance
- d) proceedings arising out of any deliberate act or omission by you.

Employers' Liability Section

What you are covered for:

6. Indemnity to other persons

We will pay at **your** request

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

Provided that

- i) any person is not entitled to be paid under any other insurance
- ii) any person shall observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- iii) **we** shall retain the sole conduct and control of any claim
- iv) the total amount **we** will pay for damages to **you** and any such persons shall not exceed the maximum amount payable shown in the **schedule**.

7. Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by any **employee** or the personal representatives of any **employee** in respect of **bodily injury** caused to the **employee** during the **period of insurance** and happening in connection with the **business** against any person or company operating from a premises within the **territorial limits** in any court within the **territorial limits** and remaining unsatisfied in whole or in part six months after the judgement **we** will at **your** request pay to the **employee** or the personal representatives of the **employee** the amount of damages and any awarded costs that remain unsatisfied

Provided that

- a) there is no appeal outstanding
- b) if any payment is made under the terms of this clause the **employee** or the personal representatives of the **employee** shall assign the judgement to **us**.

Basis of claims settlement

The maximum amount payable in respect of

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

What you are not covered for:

We will not pay for claims made under this section of the policy in respect of:

1. liability for **bodily injury** to any **employee** arising out of the ownership possession or use by or on **your** behalf of any mechanically propelled vehicle or trailer if liability is required by any road traffic legislation to be the subject of compulsory insurance or other security
2. liability arising from **bodily injury** or any **employee** working in or on any offshore installation or any support vessel for any offshore installation or whilst in transit to or from any offshore installation or support vessel.

Employers' Liability Section

Special Conditions

1. The insurance provided by this section is deemed to be in accordance with any law relating to compulsory insurance or liability to **employees** whilst employed in the **territorial limits** but **you** shall repay to **us** all sums paid by **us** which **we** would not have been liable to pay but for the provisions of such law.
2. **We** may at any time pay to **you** the amount of the maximum amount payable shown in the **schedule** less any amount already paid, or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations, actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.
3. If this policy or this section is cancelled then any Certificate of Employers' Liability insurance issued by **us** is deemed to be cancelled at the same time.

Property Owners' Liability Section

What you are covered for:

1. **We will pay you** for all amounts which **you** shall become legally liable to pay as damages in respect of
 - a) accidental **bodily injury** to any person
 - b) accidental **damage** to material property
 - c) accidental obstruction, accidental trespass or accidental nuisance resulting in interference with or loss of enjoyment of material property arising out of the ownership of the **premises** or in the course of the **business** and occurring
 - i) during the **period of insurance**
 - ii) within the **territorial limits**
 - iii) elsewhere in the world in respect of any journey or temporary visit in connection with the **business** by **you** or any of **your** directors, partners or **employees** normally resident within the **territorial limits**, provided such journey or visit is not for the purpose of performing manual work

2. **Compensation for court attendance**

We will pay you for the costs of attendance at court to help defend or act as a witness in connection with any claim for which **you** are entitled to be paid under this section and with **our** agreement up to a maximum of £250 per person per day.

3. **Contingent motor liability (non-owned vehicles)**

We will pay you for all amounts **you** become legally liable for the use of any motor vehicle in the course of the **business** anywhere within the **territorial limits**.

Provided **we** will not be liable

- a) for **damage** to such vehicles or to goods being carried
- b) for **bodily injury** to any person or loss of property arising while the vehicle is being driven by **you** or by any person who to **your** knowledge does not hold a licence to drive such vehicle
- c) in respect of liability more specifically insured under any other insurance
- d) in respect of liability arising outside the **territorial limits**.

4. **Corporate Manslaughter**

We will pay you in respect of

- a) legal costs and expenses incurred with **our** prior written consent, and
- b) prosecution costs awarded against **you**

in the defence of criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death happening in connection with the **business** during the **period of insurance** and which may be the subject of payment under this section

Provided that

- i) **our** liability shall not exceed the maximum amount payable shown in the **schedule** during any one **period of insurance**
- ii) all amounts payable under this extension will form part of and not be in addition to the maximum amount payable shown in the **schedule**
- iii) where **we** have already provided a payment in respect of any legal costs or expenses incurred in connection
- iv) with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings any amount paid or payable by **us** will be deducted from the amount payable under this section
- v) **we** agreed in writing to the appointment of any solicitor or counsel who is to act on **your** behalf prior to their appointment.

We will not be liable for

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

Property Owners' Liability Section

What you are covered for:

5. Cross liabilities

Where there is more than one person named as the Insured in the **schedule** this section shall apply separately to each named person as if each is insured by a separate policy, provided always that **our** maximum liability during any one **period of insurance** for damages to all parties insured shall not exceed the maximum amount payable shown in the **schedule**.

6. General Data Protection Regulations

We will indemnify **you** in respect of legal liability under Article 82 of Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and the equivalent provision under the Data Protection Act 2018 (all as amended, updated or re-enacted from time to time), in connection with personal data (as defined in the Regulation) processed by **you** provided that **we** will not be liable for:

- a) the payment of fines and penalties
- b) the cost of replacing reinstating rectifying or erasing any personal data.

Our liability shall not exceed £1,000,000 or the maximum amount payable shown in the **schedule**, whichever is the lower, during any one **period of insurance** inclusive of costs and expenses.

7. Defective Premises Act 1972

We will pay **you** any amount for which **you** shall become legally liable to pay during the **period of insurance** under the terms of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any business premises or land which have been disposed of by **you**.

We will not be liable

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

8. Health and Safety at Work etc. Act 1974

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

We will not be liable for

- a) any fines or penalties or the cost of implementing any remedial order or publicity order
- b) an appeal against any fines, penalties, remedial order or publicity order
- c) costs and expenses provided by any other source or any other insurance or, which but for the existence of this extension, would have been provided by such source or insurance
- d) proceedings arising out of any deliberate act or omission by **you**.

9. Indemnity to other persons

We will pay at **your** request

- a) any of **your** directors, partners or **employees**
- b) any officer, committee member or other person employed by **your** catering, social, sports, educational or welfare organisations or first-aid, medical, ambulance, fire or security services
- c) any bona fide member of **your** organisation
- d) any director, partner or official for whom with **your** consent an **employee** is undertaking private work
- e) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **you** for the performance of work
- f) the owner of plant hired by **you** but only to the extent of the conditions of hire
- g) any legal representative of any of the above in the event of their death

for amounts which they are legally liable in respect of which **you** would have been entitled to payment under this policy if the claim had been made against **you**.

Provided that

- i) any person is not entitled to be paid under any other insurance
- ii) any person shall observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- iii) **we** shall retain the sole conduct and control of any claim
- iv) the total amount **we** will pay in the aggregate for any one occurrence for damages to **you** and any such persons shall not exceed the maximum amount payable shown in the **schedule**.

Property Owners' Liability Section

What you are covered for:

10. Libel and slander

We will pay **you** for any amount **you** become legally liable for claims made during the **period of insurance** arising from any act of libel or slander committed in good faith by **you** during the **period of insurance** in the course of the **business**
Provided that

- a) **our** liability shall apply solely to **you** in house publications including websites and trade publications
- b) **our** liability shall not exceed £25,000 in any one **period of insurance**.

11. Overseas personal liability

We will pay **you** or at **your** request any director or partner or any **employee** or spouse of such person in respect of any amount for which they shall be legally liable incurred in a personal capacity whilst temporarily outside the **territorial limits** in connection with the **business**.

This shall not apply in respect of

- a) ownership or occupation of land and buildings
- b) any person referred to above who is entitled to payment under any other policy.

12. Financial loss

We will pay **you** any amount **you** become legally liable for claims made during the **period of insurance** or within 30 days after the expiry of the **period of insurance** arising from accidental **financial loss** during the **period of insurance** in the course of the **business**, provided that the total amount **we** will pay in the aggregate for any one occurrence or series of occurrences shall not exceed £50,000.

We will not be liable for

- i) the first £1,000 or 10% of each and every claim whichever is greater
- ii) legal liability in respect of the failure or partial failure of **your** managing agent to properly fulfil their obligations under any contract with **you**
- iii) any costs of or the reduction in value of any property or work carried out by **you** or on **your** behalf
- iv) any act of fraud or dishonesty or insolvency or financial default or inducement to breach of contract
- v) liability arising out of or in connection with the passing off of any intellectual property rights
- vi) liability arising from the non performance, non-completion or delay in completion of any contract agreement or work, financial default or insolvency
- vii) liability to any statutory authority arising out of the enforcement of statutory requirements or the performance of statutory duties
- viii) liability for circumstances known to **you** or any occurrence happening before the inception date of this policy.

13. Obstructing vehicles

We will pay **you** for all amounts **you** become legally liable to pay for the movement by **you** or any **employee** of any motor vehicle which causes an obstruction to the extent of carrying out the **business**

Provided that

- a) such movement shall be limited to the shortest period necessary
- b) **we** will not be liable for
 - i) **damage** to any motor vehicle or to goods being carried
 - ii) liability arising outside the **territorial limits**
 - iii) any claim for **bodily injury** or **damage** in circumstances in respect of which insurance or security is necessary to meet the requirements of road traffic legislation.

14. Legionellosis

We will pay **you** for any amount for which **you** become legally liable for claims made during the **period of insurance** or within 30 days after the expiry of the **period of insurance** arising from the discharge, release or escape of Legionella bacteria from water tanks, water systems, air conditioning plants or cooling towers at the **premises**

Provided that

- i) the total amount **we** will pay in the aggregate for any one occurrence or series of occurrences shall not exceed £500,000 in any one **period of insurance**
- ii) all amounts payable under this extension will form part of and not be in addition to the limit of indemnity stated in the **schedule**
- iii) **we** will not be liable for any claim arising in respect of incidents occurring within any **period of insurance** which commenced prior to 31st March 2014

Property Owners' Liability Section

Special Condition

It is a condition precedent to liability that you

- i) comply with the requirements of the Health and Safety Commission Approved Code of Practice "The Prevention and Control of Legionellosis" (including Legionnaires Disease) or any supplementary, replacement or amending Code of Practice
- ii) keep records evidencing compliance for our inspection or produce copies of such records immediately on request

Basis of claims settlement

The maximum amount payable under this section for any occurrence giving rise to any one claim or series of claims arising out of one cause will not exceed

- i) the amount shown in the **schedule** or £5,000,000 whichever is the lesser, for any occurrence which is directly or indirectly caused by, contributed to by, results from or arises out of or in connection with any **act of terrorism** or any action taken in controlling, preventing, suppressing, retaliating against responding to or in any way relating to any **act of terrorism**
- ii) the amount stated in the **schedule** as regards any other occurrence.

We will also pay

- a) all legal costs recoverable from **you** by the claimant.
- b) any other costs and expenses of litigation incurred with **our** written consent
- c) solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry

What you are not covered for:

We will not pay for claims made under this section of the policy in respect of:

1. **bodily injury** to any **employee** arising out of and in the course of their employment in the **business**
2. a) **damage** to property
b) **bodily injury** sustained by any person arising from the ownership, possession or use by **you** or on **your** behalf of:
 - i) any aircraft, aerospace device, hovercraft or watercraft other than hand propelled watercraft and other watercraft not exceeding 7 metres in length
 - ii) any lift, elevator, hoist, crane, steam boiler or other apparatus operating under steam pressure, for which a statutory inspection certificate is required but which is not in force
 - iii) any mechanically propelled vehicle or plant or trailer attached in circumstances in respect of which insurance or security is necessary to meet the requirements of road traffic legislation other than as insured under Cover 3 - Contingent motor liability of this section
3. **damage** to
 - a) property owned by or leased, hired or rented to **you**
 - b) property belonging to **you** or held in **your** care, custody or control other than
 - i) personal property of directors, partners or **employees**
 - ii) the property of customers or visitors temporarily on or about the **premises**
4. legal liability under a contract unless legal liability would have attached to **you** in the absence of such contract
5. liability arising from or caused by
 - a) the provision of advice or any plan, design, formula or specification given separately for a fee or for which a fee is normally charged
 - b) **damage** to property, buildings or land caused by vibration or by the removal or weakening of support
6. **products** other than food or drink sold or supplied for consumption by **your** directors, partners, **employees** or visitors
7. **damage** to **products** nor the cost of making good or recalling such **products** nor the cost of rectifying defective work
8. **damage** to property which **you** or any of **your employees** are or have been working on
9. fines, penalties or liquidated, punitive or exemplary damages
10. the **excess** shown in the **schedule** for accidental **damage** to material property.

Special Conditions

1. We may at any time pay to **you** in connection with any claim or series of claims
 - a) the maximum amount payable shown in the **schedule** less any amount already paid
 - b) any lesser amount for which such claim or claims can be settled

We shall then cease to have the conduct and control of any negotiations, actions or proceedings and be under no further liability for the claim other than for costs and expenses incurred prior to the date of final payment.

Legal Expenses Section

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

This sub-section is underwritten by DAS Legal Expenses Insurance Company Limited. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm** on behalf of DAS.

Definitions

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

appointed representative

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

business

As shown in the **schedule**

business premises

Any risk address as shown in the **schedule**

costs and expenses

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

countries covered

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

DAS Standard Terms of Appointment

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

date of occurrence

- a) For civil cases (other than under **insured incident Tax Protection**), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **you** or an **insured person** first became aware of it).
- b) For criminal cases, the date the **insured person** began, or is alleged to have begun, to break the law.
- c) For **insured incident Tax Protection**, the date when HM Revenue & Customs, or the relevant authority, first notifies **you** of its intention to carry out an enquiry. For **VAT Disputes** or **employer compliance disputes**, the date the dispute arises during the **period of insurance** following the issue of an assessment, written decision or notice of a civil penalty.
- d) For **insured incident Legal Defence 5. Statutory notice appeals**, the date when the **insured person** is issued with the relevant notice and has the right to appeal

employee

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

employer compliance dispute

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

Legal Expenses Section

insured incident	As specified under “ Insured Incidents We Will Cover ” in the Legal Expenses section of this policy
insured person	You and the directors, partners, managers, employees and any other individuals declared to us by you
period of insurance	The period for which we have agreed to cover the insured person
preferred law firm or tax consultancy	A law firm, barristers’ chambers or tax expert we choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the insured person’s claim and must comply with our agreed service standard levels, which we audit regularly. They are appointed according to the DAS Standard Terms of Appointment
reasonable prospects	a) For civil cases, the prospects that the insured person will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that we have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. We , or a preferred law firm or tax consultancy on our behalf, will assess whether there are reasonable prospects . b) For criminal cases there is no requirement for there to be prospects of a successful outcome, however for appeals the prospects must be at least 51%
tax enquiry	A written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either: i) includes a request to examine any aspect of your books and records; or ii) advises of a check of your whole tax return
VAT dispute	A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to your VAT affairs
we, us, our, DAS	DAS Legal Expenses Insurance Company Limited

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

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

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

Helping you with your legal problems

If **you** wish to speak to **our** legal teams about a legal problem, please phone **us** on **0330 024 2364**. **We** will ask **you** about **your** legal issue and if necessary call back to give legal advice.

Making a claim

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this section, phone **us** on **0330 024 2364** and **we** will give **you** a reference number. At this point **we** will not be able to tell **you** whether the claim is covered or not but **we** will pass the information **you** have given **us** to **our** claims-handling teams and explain what to do next.

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

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

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

Legal Expenses Section

What we will pay

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

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

What we will not pay

In the event of a claim, if **you** decide not to use the services of a **preferred law firm** or **tax consultancy**, **you** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**.

Insured Incidents We Will Cover:

Legal Defence

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

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

What is not covered

A claim related to the following:

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

2. **Criminal prosecution defence**

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

Provided that:

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

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

What is not covered

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

Legal Expenses Section

3. Data protection

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

- a) An individual. **We** will also pay any compensation award in respect of such a claim.
- b) A data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor. Please note **we** will not pay any compensation award in respect of such a claim.

Provided that:

In respect of 3(a) any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in advance by **us**.

Please note that **we** will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body. Please see **What is not covered by this section, 3**.

What is not covered

A claim relating to the following:

- 1) the loss, alteration, corruption or distortion of, or damage to stored personal data, or
- 2) a reduction in the functionality, availability, or operation of stored personal data resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code, computer virus or similar mechanism.

4. Wrongful arrest

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

5. Statutory notice appeals

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

What is not covered

A claim relating to the following:

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

6. Jury service and court attendance

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

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

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

Property Protection

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

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

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

What is not covered

A claim relating to the following:

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

Legal Expenses Section

Personal Injury

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

What is not covered

Any claim relating to the following:

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

Tax Protection

Costs and expenses for an **appointed representative** following:

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

Provided that:

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

What is not covered

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

What is not covered by this Section

1. Any claim reported to us more than 180 days after the date the **insured person** should have known about the **insured incident**.
2. **Costs and expenses** incurred before **our** written acceptance of a claim.
3. Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority, other than compensation awards as covered under **insured incidents Employment Disputes and Compensation Awards and Legal Defence**.
4. Legal action an **insured person** takes which **we** or the **appointed representative** have not agreed to, or where the **insured person** does anything that hinders **us** or the **appointed representative**.
5. Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
6. Any claim relating to rights under a franchise or agency agreement entered into by **you**.
7. Any **insured incident** deliberately or intentionally caused by an **insured person**.
8. A dispute with DAS Legal Expenses Insurance Company Limited and/or Covea Insurance plc not otherwise dealt with under Condition 8.
9. Any claim relating to a shareholding or partnership share in the **business** shown in the **schedule**.
10. **Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
11. Any claim where either at the start of or during the course of a claim, **you**:
 - a) are declared bankrupt
 - b) have filed a bankruptcy petition
 - c) have filed a winding-up petition
 - d) have made an arrangement with **your** creditors
 - e) have entered into a deed of arrangement
 - f) are in liquidation
 - g) part or all of **your** affairs or property are in the care or control of a receiver or administrator.
12. Any claim relating to written or verbal remarks that damage the **insured person's** reputation.
13. Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
14. Any claim where an **insured person** is not represented by a law firm, barrister or tax expert.

Legal Expenses Section

Conditions which apply to the whole Section

1. a) On receiving a claim, if representation is necessary, **we** will appoint a **preferred law firm** or **tax consultancy** as your **appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
- b) If the appointed **preferred law firm** or **tax consultancy** cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm or tax expert to act as the **appointed representative**. **We** will choose the **appointed representative** to represent **you** in any proceedings where **we** are liable to pay a compensation award.
- c) If **you** choose a law firm as your **appointed representative** who is not a **preferred law firm** or **tax consultancy**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm** or **tax consultancy**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
- d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.
2. An **insured person** must:
 - a) co-operate fully with us and the **appointed representative**;
 - b) give the **appointed representative** any instructions that **we** ask **you** to.
3. a) An **insured person** must tell **us** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **our** written consent.
- b) if an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
- c) **We** may decide to pay an **insured person** the reasonable value of the claim that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an **insured person** must allow **us** to take over and pursue or settle a claim in their name. An **insured person** must allow **us** to pursue at **our** own expense and for their benefit, any claim for compensation against any other person and an **insured person** must give **us** all the information and help **we** need to do so.
4. a) An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this.
- b) An **insured person** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay **us** any amounts that are recovered.
5. If the **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses the **appointed representative** without good reason, the cover **we** provide will end at once, unless we agree to appoint another **appointed representative**.
6. If an **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim any **costs and expenses** **we** have paid.
7. **We** may require **you** to get, at **your** own expense, an opinion from an expert, that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.
8. If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through our internal complaints procedure **you** can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from www.financial-ombudsman.org.uk)
If **your** dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between **you** and **us** or may be paid by either **you** or **us**.
9. An **insured person** must:
 - (a) keep to the terms and conditions of this section
 - (b) take reasonable steps to avoid and prevent claims
 - (c) take reasonable steps to avoid incurring unnecessary costs
 - (d) send everything **we** ask for in writing, and
 - (e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.
10. If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.
11. This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **your business** is registered. Otherwise the law of England and Wales applies.
12. All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channels Islands as appropriate.

Legal Expenses Section

Data Protection

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

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

WHO WE ARE

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

HOW WE WILL USE YOUR INFORMATION

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

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

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

WHAT IS OUR LEGAL BASIS FOR PROCESSING YOUR INFORMATION?

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

HOW LONG WILL YOUR INFORMATION BE HELD FOR?

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

WHAT ARE YOUR RIGHTS?

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

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

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

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

Or via Email: dataprotection@das.co.uk

Legal Expenses Section

How to make a complaint

We always aim to give you a high quality service. If you think we have let you down, you can contact us by:

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

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

If you are not happy with the complaint outcome or if we've been unable to respond to your complaint within 8 weeks, you can, provided you are an eligible small business, charity or trust, ask the Financial Ombudsman Service for a free and independent review of your complaint.

You can contact them by:

- phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- emailing **complaint.info@financial-ombudsman.org.uk**
- writing to **The Financial Ombudsman Service, Exchange Tower, London E14 9SR**

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

The Financial Ombudsman's role is to assess our handling of a claim in light of the policy terms. It is not to assess the quality of legal advice. If you are unhappy with the service provided by an **appointed representative** the relevant complaint-handling procedure is available on request.

About DAS

DAS Head and Registered Office:

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

Registered in England and Wales | Company Number 103274 | Website: **www.das.co.uk**

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

Financial Services Compensation Scheme

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

DAS Law Limited Head and Registered Office:

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

Registered in England and Wales | Company Number 5417859 | Website: **www.daslaw.co.uk**

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

Your Notes

INSURED BY

Covea Insurance plc
50 Kings Hill Avenue, Kings Hill
West Malling
Kent ME19 4JX
Telephone: 0330 134 8300
Email: information@coveainsurance.co.uk

www.coveainsurance.co.uk

ARRANGED BY

Lansdown Insurance Brokers
Lansdown House, Pitville Circus Road
Cheltenham GL52 2QE
Telephone: 01242 524498
Fax: 01242 221191
Email: enquires@lansdowninsurance.com

www.lansdowninsurance.com

If you need to report a claim

For all claims other than Legal Expenses claims you can call us on 0330 134 8187.

For Legal Expenses claims you can call DAS on 0117 934 0192.

Please also refer to the Claims procedure which can be found under the Commercial Care Line on page 5 (page 41 for Legal Expenses) of this policy.

Covea Insurance plc is a public limited company,
registered in England and Wales number 613259.
It underwrites general insurance business.
Registered Office: Norman Place, Reading, Berkshire, RG1 8DA.

KH4991.05.18