

Residential Property Insurance

**LANSDOWN
INSURANCE
BROKERS**

UNDERWRITTEN BY



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Introduction

Please read this policy carefully to ensure that it meets your needs

This policy document should be read with the schedule which shows the sections that are in force and the details of your cover.

How we use your data

Your privacy is important to us. We will process your personal data in accordance with data protection laws.

Ecclesiastical Insurance Office plc ("**we**", "**us**", "**our**") is the data controller in respect of any personal data which you provide to us or which we hold about you and any personal data which is processed in connection with the services we provide to you.

Where you provide us with personal data about a person other than yourself (such as a dependant or named person under a policy), you must inform them that you are providing their personal data to us and refer them to this notice.

To provide our insurance related services, we will collect and process your personal data such as your name, contact details, financial information and any information which is relevant to the insurance policy we are providing. In order to provide your insurance policy or when making a claim, we may also need to collect or process 'special categories of personal data' such as information relating to your health or criminal convictions or information which is likely to reveal your religious beliefs.

We process your personal data for the purposes of offering and carrying out insurance related services to you or to an organisation or other persons which you represent. Your personal data is also used for business purposes such as fraud prevention, business management, systems development and carrying out statistical and strategic analysis.

Providing our services will involve sharing your personal data with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, our service providers and professional advisors, or business partners and our regulators.

In some circumstances we may transfer your personal data to countries outside of the European Economic Area. We will put appropriate safeguards in place to ensure that your personal data is protected.

Where we have your consent, we may market our services to you or provide your personal data to our related companies or business partners for marketing purposes. You can opt out of marketing communications at any time by clicking on the link at the bottom of any email or by contacting us.

Fraud Prevention

We need to carry out fraud and anti-money laundering checks, and this will involve sharing your personal data (such as your name, contact details and financial information) with credit reference and fraud prevention organisations such as the Claims and Underwriting Exchange, run by MIB. If you make a claim, we will share your personal data (to the extent necessary) with other companies including other insurers and anti-fraud organisations to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, we may appoint loss adjusters or external investigation services to act on our behalf.

If false or inaccurate information is provided and fraud is identified, your personal data will be passed to fraud prevention agencies including the Insurance Fraud Register, run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, we may need to process your special categories of data such as criminal offence information and share it with fraud prevention agencies.

Further Information

For further information on how your personal data is used and your rights in relation to your personal data please refer to our Privacy Policy at www.ecclesiastical.com/privacypolicy or contact our Data Protection Officer at Beaufort House, Brunswick Road, Gloucester GL1 1JZ or on **0345 6073274** or email compliance@ecclesiastical.com.

Claims enquiries

For claims other than legal expenses claims call:

0345 603 8381

For new claims the service is available 24 hours a day, 7 days a week.

For enquiries about existing claims, the service is available from Monday to Friday 8am to 6pm.

Legal expenses claims

For legal expenses claims call:

**DAS Legal Expenses Insurance
Company Limited**

0345 268 9124

Helpline services

In the event of a problem, you can obtain help from any of the following helpline services. These are available 24 hours a day 365 days a year for all our policyholders.

Please make sure that you are able to give the policy number shown on your policy schedule.

Emergency glass replacement

0345 600 0148

If you suffer glass breakage you can call upon the services of our selected specialist provider who will effect a rapid repair.

If you are covered for glass breakage under this policy they will issue two separate invoices, an invoice for you to cover the amount of any policy excess and recoverable VAT and an invoice which is sent directly to us for the remaining costs.

If the glass is not insured you will be solely responsible for the entire cost of repairs.

The following are provided by DAS Law Limited and/or a preferred law firm on behalf of DAS Legal Expenses Insurance Company Limited (DAS).

You can contact DAS' UK-based call centre 24 hours a day, seven days a week. However, they may need to arrange to call you back depending on the enquiry. To help them check and improve their service standards, DAS may record all inbound and outbound calls, except those to the counselling service. When phoning, please quote reference number TS5/4616916.

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

Business assistance

0345 268 9124

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

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

Eurolaw commercial legal advice

0345 268 9124

DAS can provide legal advice on any commercial legal problem affecting the business, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway. Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible DAS will arrange a call back at a time to suit you.

DAS' legal advisors provide advice on the laws of England and Wales 24 hours a day, 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 you to one of their specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside

these times, DAS will call you back.

Tax advice (commercial)

0345 268 9124

DAS can provide confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.

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

Counselling

0345 266 9667

DAS can provide your employees (including 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), including, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by DAS.

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

Information services

The following are provided by DAS Legal Expenses Insurance Company Limited (DAS).

Employment manual

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit www.dasinsurance.co.uk/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 Ecclesiastical policy number prefixed with 'EIG', and they will contact you by email to inform you of future updates to the information.

DAS businesslaw

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 DAS' 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 DAS businesslaw, you will need to register at www.dasbusinesslaw.co.uk. When asked for your policy number, please insert your Ecclesiastical policy number prefixed with 'EIG' and the password is **DAS472301**

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.

Definitions

Each time the following words or phrases appear in bold italic type (or in capital letters in the schedule) they will take the meaning shown below unless specifically defined in a policy section

If they are not highlighted the normal everyday meaning of the word or phrase will apply

Building(s)

means the buildings of the **premises** consisting of the purpose built block of flats or private dwelling converted to private flats and their permanent fixtures and fittings (including whilst in or fixed to the common parts entry systems security or surveillance equipment and fitted floor coverings) fixed aerials and satellite dishes wind turbines fixed to the buildings solar panels domestic outbuildings and garages swimming pools tennis courts paths drives terraces patios walls fences hedges and gates all on the same site

The term **building(s)** does not include

- (i) bridges land piers jetties and excavations
- (ii) natural or artificial
 - (a) water courses
 - (b) confines of any body of standing water
 including but not limited to
 - (1) dams reservoirs culverts canals moats rivers and lakes
 - (2) any man-made elements attaching to or forming part of such structures

Business

means the ownership or management of the **buildings** conducted solely from premises in the **geographical limits** including participation in trade shows or exhibitions within the European Union

Condition precedent to liability

means a condition of this policy where non-compliance (provided that such non-compliance is material to the loss) shall mean the claim will not be paid and any payment on account of the claim already made by **us** shall be repaid to **us**

Contents of common parts

means furniture furnishings maintenance and cleaning equipment non-fitted floor coverings and all other property belonging to or the legal responsibility of the **insured** whilst in

- (a) the common parts
- or
- (b) areas occupied by the insured for management or service purposes

forming part of the **buildings**

The term **contents of common parts** does not include

- (i) articles of gold silver or other precious metal jewellery furs clothing personal effects cash or money instruments of any description whether negotiable or non-negotiable stamp or coin collections certificates securities and documents of any kind
- (ii) landlord's fixtures and fittings
- (iii) **motor vehicles** caravans (touring or static) trailers hovercraft aircraft boats and any accessory which is designed to be used with any of these
- (iv) any living creatures trees shrubs plants or other vegetation
- (v) property more specifically insured
- (vi) property in the open
- (vii) property belonging to anyone other than the **insured**
- (viii) property used or held for a business or profession other than the **business**
- (ix) property in any individual **flat**

Damage

means physical loss destruction or damage

Employee

means any person under a contract of service or apprenticeship with **you**

Employed person

means

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

Excess

means the amount **you** must pay towards any claim

If one incident results in a claim being made under more than one section of this policy only one **excess** (the higher amount) will apply

Flat(s)

means a self-contained unit(s) of residential accommodation forming part of the **buildings**

Geographical limits

means England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man

Insured/you/your/yours

means the insured named in the schedule

Insured event(s)

means any insurable event shown as included in the schedule to this policy

Motor vehicle

means an electrically-driven or mechanically-driven vehicle including a toy or model

The term **motor vehicle** does not include domestic gardening equipment or toys models or golf trolleys controlled by someone on foot

Premises

means the buildings at the addresses shown in the schedule and the land within the boundaries belonging to them

Resident

means the owner lessee or tenant (and other members of their family normally residing with them) of any **flat** in the **buildings**

Unfurnished

means without enough furniture and furnishings for normal living purposes

Unoccupied

means not lived in by any **resident** or by any other person with the permission of the **resident**

We/our/us/Company

means Ecclesiastical Insurance Office plc

Insuring clause

This policy document and the schedule including all clauses applied to the policy shall together form the policy and be considered as one document

In consideration of payment of the premium **we** will provide insurance against loss destruction damage injury or liability (as described in and subject to the terms conditions limits and exclusions of this

policy or any section of this policy) occurring or arising in connection with **your business** during the period of insurance or any subsequent period for which **we** agree to accept a renewal premium

Index-linking

Each month **we** will adjust the **buildings** sum insured in line with the House Rebuilding Cost Index (prepared by the Royal Institution of Chartered Surveyors) or an alternative index

We will not charge **you** for increases made to the sums insured after index-linking

At the end of each period of insurance the renewal premium will be based on the adjusted sums insured

Index-linking will continue from the date of **damage** until the resulting claim is settled

Day One inflation protection

The figures in brackets below the sums insured shown in the schedule are **your** declared values for the purposes of this memorandum

You have advised the declared values and **we** have calculated the premium based upon **your** declaration

The sums insured have been arrived at by applying an agreed percentage uplift to **your** declared values

“Declared value” means **your** assessment of the cost of reinstatement of the property insured at the level of costs applying at the start of the period of insurance and ignoring any inflationary factors which may operate subsequently

In addition this includes an allowance for “additional costs” described in the Buildings basis of settlement

At the start of each period of insurance **you** must let **us** know the declared value for each **buildings** item shown on the schedule

In the absence of a declaration from **you** the last declaration **you** made adjusted for index linking shall be taken as the declared value for the new period of insurance

If at the time of **damage** the declared value of the property covered by any item is less than the cost or reinstatement applicable at the inception of the period of insurance including an allowance for additional costs then the amount **we** will pay will be reduced in proportion to the amount of the underinsurance

The declared values will be adjusted by **us** throughout each period of insurance in accordance with suitable indices selected by **us**

Conditions applying to the whole policy

1 Policy voidable

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

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

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

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

2 Reasonable care

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

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

3 Other insurances

(a) Applicable to all sections except those detailed separately below

If at the time of any **damage** or liability resulting in a claim under this policy there are other insurances in force whether effected by **you** or not covering the same **damage** or liability **we** shall not be liable for more than **our** rateable proportion.

(b) Applicable to Liabilities and Legal expenses sections

We will not pay any claim covered under any other policy or any claim that would have been covered by any other policy if this policy did not exist.

4 More than one property

If this policy insures more than one property, the policy limits and exclusions apply separately to each property in the same way as if each property had been insured by a separate policy.

Each purpose built block of flats or private house converted to private flats is considered to be a separate property for the purpose of this condition.

5 Alteration of risk

If after the commencement of this insurance

- (a) there is any alteration of risk which increases the risk of **damage** accident or liability
- (b) the **premises** are undergoing major structural alterations or major repair (that does not include where workmen are allowed on the **premises** to carry out minor repairs alterations or general maintenance not involving external scaffolding)
- (c) **your** interest ceases except by will or operation of law
- (d) an administrator or a liquidator or receiver is appointed or where **you** enter into a voluntary arrangement
- (e) there is any other material change in use of the **premises**

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

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

6 Cancellation

Paragraph (i) is applicable to Consumers only

A Consumer is a policyholder who is an individual or a group of individuals acting for purposes outside of their trade or profession

- (i) **Your** right to cancel in the cooling-off period

If after insuring with **us** and receiving the full written policy documentation including the schedule **you** subsequently change **your** mind **you** have 14 days to write to the sender confirming that **you** do not wish to continue

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

After this cooling-off period **your** right to cancel the policy is as described in paragraph (ii) below

Paragraphs (ii) and (iii) are applicable to all customers

- (ii) **Your** right to cancel the policy

You may cancel the policy provided that **you** give **us** notice in writing

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

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

- (iii) **Our** right to cancel

In circumstances other than those in the Alteration of risk condition **we** have the right to cancel the policy by giving **you** seven days' notice in writing sent by special delivery to **your** last known address

If **we** cancel the policy **we** will refund the part of **your** premium which covers the cancelled period

7 Arbitration

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

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

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

8 Making a claim

- (i) The action to take if any event occurs which may result in a claim under this policy depends on the type of event

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

Riot

You must tell **us** within seven days

Theft vandalism or malicious acts

You must tell the police as soon as is reasonably possible and tell **us** as soon as **you** become aware

Legal liability for injury or damage

Immediately send **us** any writ summons or other legal document

You must not negotiate or admit or deny any claim without **our** written permission

Legal expenses

as described in the Legal expenses section

All other events

You must tell **us** as soon as is reasonably possible

- (ii) **You** must give **us** at **your** expense all reasonable details and evidence which **we** ask for

9 Fraudulent claims

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

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

insurance from the date of cancellation up to the renewal date

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

10 Rights and responsibilities

We may enter **your** property where loss or damage has occurred to deal with **your** claim temporarily take for safe keeping any of the property insured and to deal with any salvage

However **you** must not abandon any property to **us**

We may take over and deal with in **your** name the defence or settlement of any claim

We may take proceedings in **your** name but at **our** expense to recover the amount of any payment **we** have made under this policy

You must give **us** all the information **we** may need to make these recoveries

11 Sanctions

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

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

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

12 Assignment

You shall not assign any of the rights or benefits under this policy or any section of this policy without **our** prior written consent. **We** will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this policy or any section of this policy.

13 Law applicable

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

14 Rights of third parties

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

Exclusions applying to the whole policy

This policy does not cover the following

1 Radioactive contamination

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

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

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

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

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

This exclusion does not apply to Cover 2 of the Liabilities section except in respect of liability of any principal and liability assumed by agreement

2 War risks

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

This exclusion does not apply to Cover 2 of the Liabilities section

3 Uninsurable risks

We will not cover the following

- (a) The cost of maintaining buildings or contents
- (b) **Damage** that happened before cover under this policy started
- (c) **Damage** caused deliberately by **you** or anyone acting on **your** behalf
- (d) **Damage** caused by wear and tear atmospheric or climatic conditions (other than storm or flood) rot fungus inherent vice latent defect insects vermin or any gradual cause
- (e) **Damage** caused by faulty workmanship materials specification or design
- (f) **Damage** caused by cleaning dyeing repair or restoration
- (g) Mechanical or electrical breakdown
- (h) Property being confiscated or detained by any government public or police authority

4 Electronic risks

Applicable to any section or part of a section insuring damage to property

Definitions specific to this exclusion

Data

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

Failure of a system

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

Microchip(s)

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

System(s)

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

Virus

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

damage to

- (a) **data** which shall include but shall not be limited to
- (i) **damage** to or corruption of **data** whether in whole or in part
 - (ii) unauthorised appropriation of use of access to or modification of **data**
 - (iii) unauthorised transmission of **data** to any third parties
 - (iv) **damage** arising out of any misinterpretation use or misuse of **data**

- (v) **damage** arising out of any operator error in respect of **data**
- (b) any items insured arising directly or indirectly from
- (i) the transmission or impact of any **virus**
 - (ii) unauthorised access to a **system**
 - (iii) interruption of or interference with electronic means of communication used in the conduct of **your business** including but not limited to any diminution in the performance of any website or electronic means of communication
 - (iv) **failure of a system**
 - (v) anything described in (a) above but in respect of (b) (i) (b) (ii) (b) (iii) and (b) (iv) this shall not exclude subsequent **damage** or loss resulting from subsequent **damage** which itself results from a cause not otherwise excluded provided that such **damage** does not arise by reason of any malicious act or omission

5 Date recognition**Definitions specific to this exclusion****Computer**

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

Defined peril

means any of the insured events specified in the Buildings or Contents of common parts sections excepting

- (a) accidental loss destruction or damage and
- (b) causes excluded from these insured events

This exclusion does not apply to the Liabilities section

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

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

but this shall not exclude subsequent **damage** or consequential loss not otherwise excluded which itself results from a **defined peril**

6 Indirect loss

We will not pay for any indirect losses which result from the incident that caused **you** to claim except as specifically provided for under this policy

7 Reduction in market value

No additional payment will be made for a reduction in the market value following repair reinstatement or replacement paid for under this policy

8 Terrorism

Definitions specific to this exclusion

Act of terrorism

In respect of

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

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

- (b) **all other instances**

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

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

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

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

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

Extensions applying to the whole policy

The insurance cover provided by this section is extended to include the following

Unless specifically stated otherwise these extensions do not increase **our** liability as stated in the Settling claims paragraph to each section

1 Additional interests

The interest of the owner(s) lessee(s) lessor(s) mortgagee(s) or other interested parties in each individual **flat** insured by this policy is noted

You will be required to tell **us** of these in the event of a claim

2 Capital additions

The cover provided by this extension increases the sums insured that apply but only to the extent stated

The insurance by the Buildings and Contents of common parts sections is extended to include

- (a) alterations and additions to the property insured but not in respect of any appreciation in value
- (b) newly acquired property anywhere in the **geographical limits** so far as it is not otherwise insured

Provided that

- (i) at any one situation this cover shall not exceed £500,000 or 20% of the total sum insured on such property in respect of both **buildings** and **contents of common parts** whichever is the less
- (ii) **you** undertake to give details of such extension of cover as soon as practicable and to effect specific insurance thereon and pay such additional premium as may be required from commencement of the cover

Buildings

What is Covered

Damage to the **buildings** caused by any Insurable Event stated as insured in the schedule

Insurable Event

1. Fire lightning explosion or smoke

2. Earthquake

3. Storm

4. Flood

5. Subsidence

Subsidence or heave of the site on which the **premises** stand or landslip

6. Riot

Riot civil commotion (not resembling a popular uprising) labour or political disturbances

What is not Covered

1. The amount of any **excess** shown in **your** schedule
2. **Damage** caused by pollution or contamination but this shall not exclude **damage** to the **buildings** not otherwise excluded caused by
 - (a) pollution or contamination which itself results from any of the Insurable Events other than Accidental damage
 - (b) any of the Insurable Events other than Accidental damage which itself results from pollution or contamination

Smoke **damage** caused by smog agricultural or industrial work or any gradual cause

- (i) **Damage** by frost
- (ii) **Damage** to fences hedges or gates
- (iii) **Damage** attributable solely to change in the water table level

- (i) **Damage** by frost
- (ii) **Damage** to fences hedges or gates
- (iii) **Damage** attributable solely to change in the water table level

- (i) **Damage** to swimming pools tennis courts paths drives terraces patios walls fences hedges or gates (unless the main building suffers **damage** at the same time)
- (ii) **Damage** to solid floor slabs or **damage** resulting from the slabs moving (unless the foundations beneath the outside walls of the main building suffer **damage** at the same time)
- (iii) **Damage** resulting from normal settlement shrinkage or expansion
- (iv) **Damage** attributable solely to change in the water table level
- (v) **Damage** caused by new structures or newly made-up ground settling or bedding down
- (vi) **Damage** due to coastal or river erosion
- (vii) **Damage** resulting from demolishing altering or repairing the building
- (viii) **Damage** where compensation is provided by law

Damage occasioned by confiscation or destruction or requisition by order of the government or any public authority

What is Covered

7. Malicious persons

Malicious persons not involved in labour or political disturbances

8. Impact

Impact by any road or rail vehicle or animal

9. Aircraft

Aircraft and other aerial devices or articles dropped from them

10. Escape of water

Escape of water from any fixed water or heating system including **damage** to any fixed water or heating system caused by water freezing

11. Escape of oil

Escape of oil from any fixed oil fired heating system

12. Theft or attempted theft

What is not Covered

- (i) **Damage** caused by the **insured** any member of the **insured's** family any director of the **insured** or any **employed person**
- (ii) **Damage** caused by any **resident** to the **flat** in which he or she resides
- (iii) **Damage** occurring after the **building** has been continuously **unoccupied** or **unfurnished** for more than 60 days
- (iv) **Damage** occurring to any **flat** which has been continuously **unoccupied** or **unfurnished** for more than 60 days
- (v) **Damage** occasioned by confiscation or destruction or requisition by order of the government or any public authority

- (i) **Damage** occurring after the **building** has been continuously **unoccupied** or **unfurnished** for more than 60 days
- (ii) **Damage** occurring to any **flat** which has been continuously **unoccupied** or **unfurnished** for more than 60 days

- (i) **Damage** occurring after the **building** has been continuously **unoccupied** or **unfurnished** for more than 60 days
- (ii) **Damage** occurring to any **flat** which has been continuously **unoccupied** or **unfurnished** for more than 60 days

- (i) **Damage** caused by the **insured** any member of the **insured's** family any director of the **insured** or any **employed person**
- (ii) **Damage** caused by any **resident** to any **flat** in which he or she resides
- (iii) **Damage** occurring after the **building** has been continuously **unoccupied** or **unfurnished** for more than 60 days
- (iv) **Damage** occurring to any **flat** which has been continuously **unoccupied** or **unfurnished** for more than 60 days

What is Covered

13. Falling aerials

Any satellite dish television or radio aerial wind turbine or solar panel breaking or collapsing

14. Falling trees

Falling trees branches telegraph poles lamp posts or pylons

15. Accidental damage

16. Sprinkler leakage

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

What is not Covered

- (i) **Damage** to fences hedges or gates
- (ii) The cost of removing any tree branch telegraph pole lamp post or pylon (unless the main building garage or outbuilding is damaged at the same time)
- (i) **Damage** which is specifically included or excluded elsewhere under this section
- (ii) **Damage** to wind turbines
- (iii) **Damage** to the **building** caused by its own collapse or cracking

Damage to any building which is **unoccupied**

The insurance cover provided by this section is extended to include the following

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

What is Covered

1. Breakage of glass and sanitary fixtures

Accidental breakage of fixed glass including double glazing solar panel units ceramic hobs or tops forming part of a fixed unit and sanitary ware all forming part of the **buildings**

2. Temporary accommodation loss of rent and denial of access

The cover provided by this extension increases the sums insured that apply but only to the extent stated

If any of the Insurable Events operative under this section results in the **buildings** or any individual **flat** being made uninhabitable or if the **resident** is denied access to it by such Insurable Event elsewhere within the **building we** will pay for

What is not Covered

- (i) **Damage** occurring after the **building** has been continuously **unoccupied** or **unfurnished** for more than 60 days
- (ii) **Damage** occurring to any **flat** which has been continuously **unoccupied** or **unfurnished** for more than 60 days

Any **damage** not covered under Insurable Events 1 to 15 of this section

What is Covered

- (i) loss of rent (including ground rent and service charges) receivable and
- (ii) where the **buildings** are insured on behalf of the lessees or owners of any **flat** the reasonable additional cost necessarily incurred by the **resident** for
 - (a) temporary accommodation and storage of furniture
 - (b) kennel accommodation for their domestic cat(s) or dog(s)
 - (c) travelling expenses

for the period necessary to restore the **building** or any **flat** to a habitable condition or while access is denied but not exceeding in respect of each **flat** £500,000 or 33.3% of the sum produced by dividing the **buildings** sum insured by the number of **flats** whichever is the less

3. Damage to services

Accidental **damage** to service pipes cables sewers and drains to or from the **buildings** (including inspection covers) for which the **insured** or **resident** of any **flat** are legally responsible

4. Trace and access

The costs and expenses necessarily and reasonably incurred by **you** with **our** consent in locating the source of **damage** as insured by Insurable Events 10 and 11 of this section and in subsequent repair and making good

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

5. Emergency services and concern for welfare

Damage at any part of the **building** including its grounds caused by the emergency services in circumstances where such **damage** would not otherwise form part of a valid claim under this section

This includes **damage** which occurs when the emergency services are responding to potential danger to property or injury to persons

The most **we** will pay for any one claim is £20,000

What is not Covered

Damage caused by police raids

What is Covered

6. Theft of keys

We will pay for the cost of replacing keys and locks to any door or window of the **buildings** or to safes and alarms in the **buildings** if the keys are stolen

The most **we** will pay for any one claim is £2,500

7. Sale of the building

If the **insured** or the owner or lessee of any **flat** shall have contracted to sell the **building** or **flat** and the property is not insured elsewhere the purchaser will have the benefit of the insurance under this section for the period from exchange of contracts (or if in Scotland the written offer and acceptance) until the sale is completed

8. Re-letting costs

We will pay the costs necessarily and reasonably incurred in re-letting the **buildings** solely due to **damage** which results from an Insurable event operative under this section

The most **we** will pay for any one period of insurance is £5,000

9. Prevention of access

We will pay for **your** loss of rent or additional expenditure when access to the **premises** is prevented or hindered by

- (a) **damage** to neighbouring property by any of the insurable events operative under this section
- (b) any action of government police or local authority due to an emergency which could endanger human life or neighbouring property

The most **we** will pay for any one occurrence is £100,000 or 10% of the **buildings** sum insured whichever is the less

10. Utilities

We will pay for **your** loss of rent or additional expenditure following accidental failure of the

- telephone system serving the **buildings**
- electricity gas or water supplies at the point of connection to the **buildings**

The most **we** will pay is £250,000 or 20% of the **buildings** sum insured whichever is the less

What is not Covered

- (i) any loss covered under the Utilities extension
 - (ii) in respect of (b) any restriction of less than 4 hours
 - (iii) any period when access to the **premises** was not prevented or hindered
 - (iv) closure or restriction in the use of the **premises** due to the order or advice of the competent local authority as a result of an occurrence of an infectious disease (or the discovery of an organism resulting in or likely to result in the occurrence of an infectious disease) food poisoning defective drains or other sanitary arrangements or vermin or pests
- (i) any such failure of less than 30 minutes
 - (ii) failure due to the deliberate act of the telephone or supply authorities or as a result of strikes or other industrial action

What is Covered

11. Tree removing or lopping

We will pay costs in removing or lopping trees that are an immediate threat to the safety of life or are an immediate threat of **damage** to the **buildings**

The most **we** will pay for any one claim is £500 and £2,500 for any one period of insurance

12. Wasps and bees nests

We will pay costs in removing wasps or bees nests from the buildings of the **premises**

The most **we** will pay for any one claim is £500 and £5,000 for any one period of insurance

13. Deeds and documents

We will pay the necessary costs to rewrite deeds and documents relating to the ownership and/or management of the **premises** following **damage** to the originals occurring at the **premises** or whilst held for safekeeping by a bank or solicitor

The most **we** will pay for any one claim is £500

14. Non-invalidation

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

15. Accidental omission of Value Added Tax

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

- 1 (a) **your** liability for such tax arises solely from the rebuilding or restoration of the **buildings** following **damage**
- (b) **we** have paid or agreed to pay for such **damage**
- (c) if the payment **we** make for the rebuilding or restoration is less than the actual cost of rebuilding or restoration **we** will only pay the same proportion of the Value Added Tax applicable

What is not Covered

What is Covered

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

16. Clearing of drains

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

Limit
£50,000 any one claim

17. Extinguisher and alarm resetting expenses

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

18. Sprinkler upgrade costs

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

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

What is not Covered

What is Covered

19. Fly tipping

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

Limit

£2,500 any one claim

£5,000 any one period of insurance

20. Minor contract works

Explanatory notes

1. *This extension only applies if the buildings are insured under the section against all of the specified perils as defined below.*
2. *If you have decided not to include the Terrorism section under this policy then the full insurance requirements of the building contract may not be met. We may be able to extend your insurance to include Terrorism or you can ask your architect to reduce the requirements of the building contract with the agreement of all parties.*
3. *Please remember that if your policy is not renewed with us there will be no cover for the building works if they should continue beyond the period of cover.*

Definitions specific to this extension

All risks

means all of the insurable events under this section of the policy inclusive of accidental damage

Contractor(s)

shall have the meaning attached to them in the **insured contract**

Contract works

means the permanent works and the temporary works executed in performance of the **insured contract** including all unfixed materials and goods delivered to placed on or adjacent to the permanent or temporary works and intended for incorporation in them in performance of the contract at the **premises**

What is not Covered

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

Excluding tools contractors plant and equipment site huts and other temporary accommodation and their contents

Insured contract

means any JCT minor standard or intermediate building contract in which **you** are the employer and are required to take out a joint names policy or any similar contract with **our** written agreement

Provided that

- (i) the value of the contract does not exceed £100,000
- (ii) where one project at the **premises** comprises a series of separate contracts a limit of £100,000 applies in the aggregate to all the contracts involved

Site materials

means all unfixed materials and goods delivered to placed on or adjacent to the **contract works** and intended for incorporation within the **contract works**

Specified perils

means fire lightning explosion storm tempest flood escape of water from any water tanks apparatus or pipes aircraft and other aerial devices or articles dropped from them riot civil commotion and earthquake

What is Covered

We will include any **contract works** in respect of repairs alterations and extensions to existing building structures for **specified perils** or **all risks** as required by the **insured contract**

Provided that

- (a) the **buildings** are insured under this section against all of the **specified perils**
- (b) our liability inclusive of all professional fees and Value Added Tax where applicable shall not exceed £100,000 in respect of the **contract works**

For the purposes of this extension the insurance is considered to be in the joint names of **you** and the **contractor** but only in so far as this is required under the terms of the **insured contract** for

- (a) the existing structures and any **contents of common parts** for which **you** are responsible
- (b) the contract works

Off-site storage

Cover extends to include materials or goods designated to be included in the **contract works** whilst temporarily held in store away from the contract site but not while they are being worked upon

Limit

£7,500 any one storage site

21. Contractors interests clause

Where **you** are required to insure the **buildings** in the joint names of **you** and any contractor or sub-contractor under the terms or conditions of any contract covering works at the **buildings** the interest of the contractor or sub-contractor is noted provided that **you** notify **us** of any single contract valued at £100,000 or more in advance of the start date of the works and pay any additional premium **we** may require

What is not Covered

- (1) **damage** to
 - (i) deeds bonds bills of exchange promissory notes cash bank notes cheques securities for money or stamps
 - (ii) any craft designed to travel in on or through water air or space
 - (iii) any mechanical plant and equipment
 - (iv) any property (including that being altered or repaired) which already existed at the time of the commencement of the **insured contract** other than **site materials**
 - (v) the permanent works or any part thereof in respect of which a certificate of completion has been issued by or to the **Insured** or which has been completed and handed over to or taken into use with the permission of the **Insured** for a purpose other than for the performance of the **insured contract**
- (2) penalties under the **insured contract** for delay or non-completion or consequential loss of any nature except as specifically provided for under this extension

Memorandum

Subrogation waiver

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

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

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

damage

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

Settling claims

We will pay the cost of either repairing or reinstating as new the damaged part of the buildings as long as

- (i) the sum insured at the time of the **damage** (or if Day One protection applies the declared value at the inception of the period of insurance) is the full cost of rebuilding the **building**
- (ii) the **buildings** are in a good state of repair
- (iii) the repair or reinstatement has been carried out

If any of (i) to (iii) above are not met **we** will reduce the amount **we** will pay to take into account wear tear and loss of value

Under this section **we** will also pay the following costs

- (a) Architects' surveyors' engineers' managing agents' and other professionals' reasonable and necessary fees
- (b) The cost of demolishing the **buildings** supporting the **buildings** removing debris and making the site safe
- (c) The cost of keeping to local authority or other legal conditions made after the **damage**

We will not pay for the cost of preparing a claim

The most **we** will pay for any claim under Insurable Events 1 to 15 and Extensions 1 3 and 7 of this section is the cost of rebuilding or repairing the **buildings** or the total sum insured on **buildings** whichever is less

In respect of all Insurable Events and Extensions the sum insured will not be reduced after **we** pay a claim

If at the time of any **damage** the full cost of rebuilding is greater than the limit of liability or sum insured the amount payable by **us** in settlement of **your** claim will be reduced in proportion to the amount of underinsurance

Contents of common parts

What is Covered

We will pay for **damage** to **contents of common parts** subject to our liability not exceeding £25,000 (Limit - £1,500 for any one picture curio or work of art) unless otherwise stated in the schedule in respect of each block of flats caused by any Insurable Event stated as insured in the schedule

Insurable Event

1. Fire lightning explosion or smoke

2. Earthquake

3. Storm

4. Flood

5. Subsidence

Subsidence or heave of the site on which the **premises** stand or landslide

6. Riot

Riot civil commotion (not resembling a popular uprising) labour or political disturbances

7. Malicious persons

Malicious persons not involved in labour or political disturbances

8. Impact

Impact by any road or rail vehicle or animal

9. Aircraft

Aircraft and other aerial devices or articles dropped from them

What is not Covered

1. The amount of any **excess** shown in **your** schedule
2. **Damage** caused by pollution or contamination but this shall not exclude **damage** to the **contents of common parts** not otherwise excluded caused by
 - (a) pollution or contamination which itself results from any of the Insurable Events other than Accidental damage
 - (b) any of the Insurable Events other than Accidental damage which itself results from pollution or contamination

Smoke **damage** caused by smog agricultural or industrial work or any gradual cause

Damage attributable solely to change in the water table level

Damage attributable solely to change in the water table level

Damage attributable solely to change in the water table level

Damage occasioned by confiscation or destruction or requisition by order of the government or any public authority

- (i) **Damage** caused by the **insured** any member of the **insured's** family any director of the **insured** any **employed** person or any **resident**
- (ii) **Damage** occurring after the **building** has been continuously **unoccupied** or **unfurnished** for more than 60 days
- (iii) **Damage** occasioned by confiscation or destruction or requisition by order of the government or any public authority

What is Covered

10. Escape of water

Escape of water from any fixed water or heating system

11. Escape of oil

Escape of oil from any fixed oil fired heating system

12. Theft or attempted theft

13. Falling trees

Falling trees branches telegraph poles lamp posts or pylons

14. Accidental damage

15. Sprinkler leakage

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

What is not Covered

Damage occurring after the **building** has been continuously **unoccupied** or **unfurnished** for more than 60 days

Damage occurring after the **building** has been continuously **unoccupied** or **unfurnished** for more than 60 days

- (i) Loss by deception (unless only entry to the **building** is gained by deception)
- (ii) **Damage** caused by the **insured** any member of the **insured's** family any director of the **insured** any **employed** person or any **resident**
- (iii) **Damage** occurring after the **building** has been continuously **unoccupied** or **unfurnished** for more than 60 days

Damage which is specifically included or excluded elsewhere under this section

Damage to contents in any building which is **unoccupied**

The insurance cover provided by this section is extended to include the following

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

What is Covered

1. Breakage of glass and mirrors

Accidental breakage of mirrors glass tops and fixed glass in furniture and ceramic hobs or tops forming part of a free-standing unit whilst in the common parts of the **building**

2. Property in the grounds

Damage as insured by this section to fixtures and other property which are normally or reasonably situated in the grounds of the **building**

The most **we** will pay for any one claim is £5,000

What is not Covered

Damage occurring after the **building** has been continuously **unoccupied** or **unfurnished** for more than 60 days

Damage caused by storm or flood

What is Covered

3. Contents temporarily removed

Contents of common parts are covered following **damage** as insured by this section whilst temporarily removed from the **building** for cleaning renovation repair or other similar purposes anywhere in the **geographical limits**

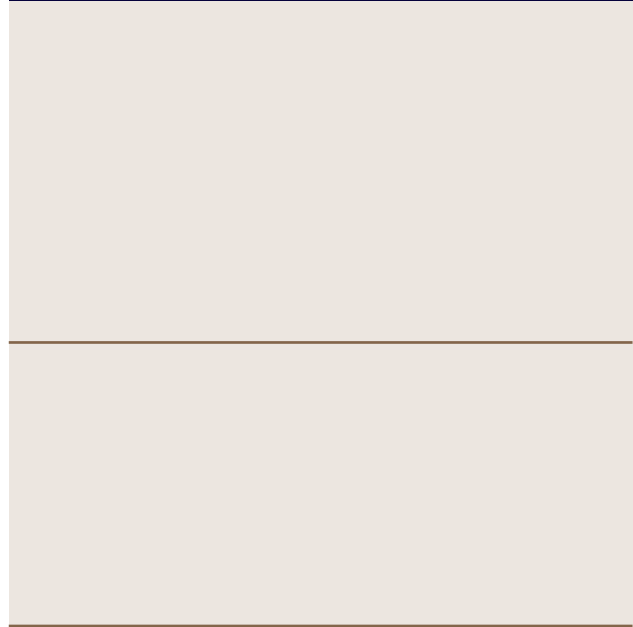
The most **we** will pay for any one claim is £2,500

4. Loss of oil gas and water

Loss of oil gas or metered water from the water or heating system at the **premises** after accidental damage to that system

The most **we** will pay in any one period of insurance is £25,000

What is not Covered



Settling claims

At **our** option **we** will either replace or pay the cost of replacing as new except for items that can be economically restored or repaired where **we** will pay the cost of restoring or repairing the item

If at the time of any loss or damage under this section the full cost of replacing the **contents of common parts** as new is greater than the limit of liability on **contents of common parts** the amount payable by us in settlement of **your** claim will be reduced in proportion to the amount of underinsurance

The most **we** will pay for any claim under Insurable Events 1 to 14 and Extension 1 of this section is the sum insured subject to any limit shown in the schedule

In respect of all Insurable Events the sum insured will not be reduced after **we** pay a claim

Liabilities

Definitions

Each time the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the meaning shown below

If they are not highlighted the normal everyday meaning of the word or phrase will apply

Act of terrorism

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

Asbestos

means asbestos asbestos fibres or any derivatives of asbestos including any product containing any asbestos asbestos fibres or any derivatives of asbestos

Bodily injury

means bodily injury death disease or illness

Data

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

Event(s)

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

Injury

means bodily injury wrongful arrest or false imprisonment

Insured/you/your(s)

means the Insured named in the schedule

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

- (a) **your** personal representatives in respect of legal liability incurred by **you**
- (b) at **your** request
 - (i) any **principal**
 - (ii) any director partner or **employed person of yours**
 - (iii) any owner or lessee of any **flat**
 - (iv) the residents' association

in respect of liability for which **you** would have been entitled to indemnity had the claim been made against **you**

Legal costs

means

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

Offshore

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

Pollution or Contamination

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

Principal

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

Products

means goods (including containers and packaging) not in **your** custody or control sold supplied installed erected serviced repaired altered or treated by **you** in connection with the **business**

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

Property

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

What is Covered

1. Public liability

The schedule will show if this cover is operative

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

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

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

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

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

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

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

The total amount we will pay in respect of damages for

- (a) any one **event**
- (b) all **events** arising from pollution or **contamination** which **we** deem to have occurred during any period of insurance shall not exceed the limit of indemnity shown in the schedule

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

What is not Covered

The amount of any **excess** shown in **your** schedule

No indemnity will be provided by **us** in respect of

- (i) any liability arising from advice design or specification provided for a fee or for which a fee would normally be charged
- (ii) (a) any liability arising directly or indirectly from mining processing manufacturing removing handling disposing of treatment of distributing or storing of **asbestos**

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

- **you** have complied with any legal obligations to manage **asbestos** and
- any discovery of **asbestos** by **you** is unintentional and accidental and
- where upon discovery of **asbestos** all work immediately stops and
- a HSE licensed asbestos removal contractor is employed to make safe the area in which the discovery is made as soon as is practicable and who has Employers' and Public Liability insurance in force which provides limits of indemnity no less than those provided by **your** policies and which do not exclude the work to be carried out
- (b) any liability arising directly or indirectly from fears of the consequences of exposure to or inhalation of **asbestos**
- (iii) any liability arising from any agreement unless liability would have existed without the agreement
- (iv) any liability arising from **damage to property** which is owned or held in trust by you or which is in **your** custody or control

This exclusion does not apply in respect of personal effects including vehicles and their contents belonging to **employees** directors partners or visitors

- (v) any liability arising from **bodily injury** to any **employed person** caused in connection with the **business**
- (vi) (a) fines or penalties
- (b) liquidated damages
- (c) any compensation awarded by a Court of Criminal jurisdiction

What is Covered

Cross liabilities

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

Defective Premises Act

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

No indemnity will be provided

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

What is not Covered

- (d) multiplied aggravated exemplary or punitive damages
- (vii) any liability arising from the use by **you** or on **your** behalf of any premises situated in the United States of America or Canada
- (viii) any liability connected directly or indirectly in any way with any error or omission in the provision of professional services
- (ix) any liability arising directly or indirectly from **pollution or contamination** unless the **pollution or contamination** is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the period of insurance
For the purposes of this exclusion all **pollution or contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place
- (x) any liability arising from work undertaken **offshore**
- (xi) any liability arising from the sale or supply of any **products** but this exclusion does not apply to the disposal of the **contents of common parts** which are no longer required providing that these are not to **your** knowledge to be exported to the United States of America or Canada
The total amount **we** will pay in respect of damages for all **events** happening during any period of insurance caused by the **contents of common parts** shall not exceed the limit of indemnity shown in the schedule
- (xii) any liability arising from ownership possession or use by **you** or on **your** behalf of
 - (a) any mechanically propelled vehicle but (except where indemnity is provided by any motor insurance policy or in circumstances where insurance or security is required under any road traffic legislation) this exclusion will not apply in respect of
 - the use of plant as a tool of trade on site
 - the use of plant at **your** premises
 - the loading or unloading of any vehicle
 - the movement of any vehicle not belonging to **you** which is interfering with the execution of the **business**

What is Covered

2. Employers' Liability

The schedule will show if this cover is operative

This insurance is provided on a 'Costs Inclusive' basis

This means that legal costs are included within the limit of indemnity specified in the schedule

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

- (a) within the **geographical limits** or
- (b) while temporarily outside these territories

in connection with the **business**

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

- (i) any one **event** which is directly or indirectly caused by results from or is in connection with any **act of terrorism** shall not exceed £5,000,000

If **we** allege the **bodily injury** has resulted from an **act of terrorism** the burden of proving the contrary shall be upon **you**

What is not Covered

- (b) any craft designed to travel in on or through water air or space

This exclusion shall not apply to any non-mechanically propelled waterborne craft of less than 9 metres in length whilst operated on inland waterways or within 3 miles of the coast

- (xiii) the liability of any **resident** incurred solely as occupier (not as owner) of the **flat** in which they are residing

- (xiv) any loss damage cost or expense

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

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

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

No indemnity will be provided by **us** in respect of

- (i) any liability in respect of **bodily injury** for which **you** are required to arrange motor insurance or security in accordance with any road traffic legislation within the European Union
- (ii) any liability arising from work undertaken **offshore**

What is Covered

- (ii) any other **event** shall not exceed the limit of indemnity shown in the schedule

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

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

Liabilities extension

The insurance by this section is extended as follows:

Corporate manslaughter defence costs

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

Provided that

- (a) **our** liability under this extension shall not exceed £5,000,000 in any one period of insurance
This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- (b) if this policy provides Legal expenses insurance this extension shall only operate in respect of any excess beyond the amount payable under the Legal expenses section
- (c) where **we** have already provided an indemnity in respect of any legal costs incurred in the defence of any criminal proceedings arising out of the same **event** which has given rise to the proceedings in respect of corporate manslaughter or corporate homicide any amount already paid by **us** will be taken into account in calculating **our** liability under this extension
- (d) **we** must consent in writing to the appointment of any solicitor or counsel who is to act for and on **your** behalf
- (e) any appeal can only commence if counsel has advised that it is more likely for an appeal to be successful than not

What is not Covered

No indemnity will be provided

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

Legal expenses

The schedule will show if this section applies and the cover in force

Note (not forming part of the policy):

To ensure an expert service the cover under this section has been arranged through DAS Legal Expenses Insurance Company Limited (DAS).

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

If you wish to speak to DAS about a legal problem or make a claim, please phone:

0345 268 9124

DAS will ask you about your legal issue and if necessary call you back to give you legal advice.

If your issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this section of the policy, DAS will give you a reference number. At this point they will not be able to tell you whether the claim is covered or not but will pass your information to their claims-handling team and explain what to do next.

Please notify DAS as soon as possible of your potential claim. We will not pay any legal costs that you may have incurred through contacting a lawyer, accountant or anyone else prior to DAS' acceptance of a claim

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. 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.

Website: www.das.co.uk

DAS Law Limited Head and Registered Office:

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

Registered in England and Wales, company number 5417859. DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113)

Website: www.daslaw.co.uk

DAS Data Protection

In addition to any other data processing notice provided in relation to this policy, data under this policy will be processed by DAS Legal Expenses Insurance Company Limited (DAS), who are committed to processing the insured person's personal information fairly and transparently. This section is designed to provide a brief understanding of how DAS collect and use this information.

DAS 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. DAS 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 DAS 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 DAS and members of the DAS UK Group are covered by their 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 DAS will use your information

DAS 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 DAS 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.

DAS 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.

DAS will not disclose the insured person's personal data to any other person or organisation unless they are required to by their legal and regulatory obligations. For example, DAS 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 their website.

What is DAS' legal basis for processing your information?

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

How long will your information be held for?

DAS will retain the insured person's personal data for 7 years. DAS will only retain and use personal data thereafter as necessary to comply with their legal obligations, resolve disputes, and enforce their agreements. If you wish to request that DAS no longer use the insured person's personal data, please contact DAS 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

How to make a complaint

If the insured person is unhappy with the way in which their personal data has been processed, the insured person may in the first instance contact the Data Protection Officer using the contact details above.

If the insured person remains dissatisfied then they have the right to apply directly to the Information Commissioner's Office for a decision. The Information Commissioner can be contacted at: -

Information Commissioner's Office
 Wycliffe House
 Water Lane
 Wilmslow
 Cheshire
 SK9 5AF
www.ico.org.uk

Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Appointed representative

means the **preferred law firm or tax consultancy** law firm accountant or other suitably qualified person **we** will appoint to act on the **insured person's** behalf in accordance with the terms of this section

Charity Commission enquiry / enquiries

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

Costs and expenses

means

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

Countries covered

means

For **insured event 2** – Legal defence (excluding 2(f) – Statutory notice appeals) and **insured event 4(b)** – Personal injury

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

For all other **insured events**

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

DAS

means DAS Legal Expenses Insurance Company Limited

DAS Standard Terms of Appointment

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

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

means

- (1) For civil cases (other than under **insured event 5 – 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)

- (2) For criminal cases the date the **insured person** began or is alleged to have begun to break the law
- (3) For **insured event 2(e) – Legal defence Formal investigations and disciplinary hearings** the date when an **insured person** first receives formal notice of such investigation or disciplinary hearing

- (4) For **insured event 2(f) – Legal defence Statutory notice appeals** the date when the **insured person** is issued with the relevant notice and has the right to appeal
- (5) For **insured event 3 – Statutory licence appeal** the date when the **Insured** first became aware of the proposal by the relevant licensing or regulatory authority to suspend alter the terms of or refuse to renew or cancel the **Insured's** licence or mandatory registration or British Standard Certificate of Registration
- (6) For **insured event 5 – Tax protection** the date when HM Revenue & Customs or the relevant authority first notifies the **Insured** of its intention to carry out an enquiry
For **VAT disputes** or **employer compliance disputes** the date the dispute arises following the issue of an assessment written decision or notice of a civil penalty
- (7) For **insured event 5(b) – Tax protection for Charity Commission enquiries** the date the **Insured** receives notification from the Charity Commission that they are to conduct an investigation

Employer compliance dispute(s)

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

Insured event(s)

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

Insured person

means

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

Limit of indemnity

means the most **we** will pay in **costs and expenses** and any compensation awards payable by **us** for all claims resulting from one or more events arising at the same time or from the same originating cause

Please refer to the policy schedule for this amount

The most **we** will pay for the total of all compensation awards in respect of employment disputes in any one **period of insurance** shall not exceed £1,000,000

This aggregate limit will form part of and not be in addition to the **Limit of indemnity**

Period of insurance

means the period for which **we** have agreed to cover the **Insured**

Preferred law firm or tax consultancy

means a law firm barristers' chambers or tax expert **DAS** 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 **DAS'** agreed service standard levels which they audit regularly

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

Reasonable prospects

means

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

Tax enquiry

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

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

VAT dispute(s)

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

Cover

We will indemnify the **Insured** (or where specified the **insured person**) in respect of any **insured event** shown as included in the schedule arising in connection with the **business** subject to the terms conditions exclusions and limitations set out in this policy provided that

- (a) **reasonable prospects** exist for the duration of the claim and
- (b) the **date of occurrence** of the **insured event** happens during the **period of insurance** or
- (c) the **date of occurrence** of the **insured event** happens during the currency of a previous equivalent legal expenses insurance policy provided that
 - the previous legal expenses insurance policy required the **Insured** to report claims during its currency
 - the **Insured** could not have notified a claim previously as they could not have reasonably been aware of the insured incident
 - cover has been continuously maintained in force
 - **we** will not cover any claim that should have been reported under a previously operative legal expenses insurance policy
 - the available **limit of indemnity** shall be limited to the lesser of the sums payable under this or **your** previous policy and
- (d) the **insured event** happens within the **countries covered** and
- (e) any legal proceedings or investigation will be dealt with by one of the following within the **countries covered**
 - a court
 - an employment tribunal or employment appeal tribunal
 - an arbitration proceeding where parties to a dispute appoint an arbitrator to determine the evidence

and issue a decision which is recognised by and enforceable through a court

- the Equality and Human Rights Commission or the Equality Commission for Northern Ireland
- any other body which replaces any of the above or which **DAS** agree to

What we will pay

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

- (1) the most **we** will pay for **costs and expenses** including compensation awards in respect of all claims resulting from one or more events arising at the same time or from the same originating cause is shown as the **limit of indemnity** in the policy schedule
- (2) the most **we** will pay in **costs and expenses** 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 the **Insured** must tell **DAS** within the time limits allowed that they want to appeal
Before **we** pay the **costs and expenses** for appeals **DAS** must agree that **reasonable prospects** exist
- (4) in respect of an enforcement of judgment to recover money and interest due to the **Insured** after a successful claim under this section of the policy **DAS** must agree that **reasonable prospects** exist

- (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 **insured event 2(g)** – Legal defence (Jury service and court attendance) the maximum **we** will pay is the **insured person's** net salary or wages for the time that the **insured person** is absent from work less any amount the **Insured** court or tribunal pays to them
- (2) in any unfair dismissal dispute under the ACAS Arbitration Scheme or
- (3) in legal proceedings in respect of any dispute relating to
- (i) a contract of employment with the **Insured** or
 - (ii) an alleged breach of the statutory rights of an employee ex-employee or prospective employee under employment legislation

Exclusions

- (i) Any employment dispute where the originating cause of action arises within the first 90 days of the commencement of this section
- (ii) Any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the commencement of this section
- (iii) Employee internal disciplinary or grievance procedures
- (iv) Any claim in respect of damages for personal injury or loss of or damage to property
- (v) Any claim arising from or relating to Transfer of Undertakings Regulations (TUPE) or the Transfer of Employment (Pension Protection) Regulations

What we will not pay

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

Insured events

1 Employment disputes and compensation awards

(a) Employment disputes

Costs and expenses to defend the **Insured's** legal rights

- (1) before the issue of legal proceedings in a court or tribunal
 - (i) following the dismissal of an employee or
 - (ii) where an employee or ex-employee has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure

If a claim is made under **insured event 1** (a) exclusions (i) and (ii) above will not be enforced if the **Insured** can provide written evidence of continuous and equivalent employment legal expenses insurance immediately prior to inception of this section

(b) Compensation awards

Where **DAS** have accepted a claim under **insured event 1(a)** **we** will pay up to the **limit of indemnity** for the following

- (1) any basic and compensatory award and/or
- (2) an order for compensation or damages following a breach of the **Insured's** statutory duties under employment legislation

Provided that

- (1) in cases relating to performance and/ or conduct the **Insured** has throughout the employment dispute either
 - (i) followed the ACAS Code of Disciplinary and Grievance Procedures or
 - (ii) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland or
 - (iii) sought and followed advice from **DAS'** Legal Advice Service (0345 268 9124)
- (2) for an order of compensation following the **Insured's** breach of statutory duty under employment legislation the **Insured** has at all times sought and followed advice from **DAS'** legal advice service since the date when the **Insured** knew or should have known about the employment dispute
- (3) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy the **Insured** has sought and followed advice from **DAS'** Claims Department before starting any redundancy process or procedure with employees
- (4) the compensation is awarded by a court or tribunal or through ACAS Arbitration Scheme under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by **DAS**

Exclusions

- (i) Any compensation award relating to the following
 - (a) Trade union activities trade union membership or non-membership
 - (b) Pregnancy or maternity rights paternity parental or adoption rights
 - (c) Health & Safety related dismissals brought under Section 44 of the Employment Rights Act 1996
 - (d) Statutory rights in relation to trustees of occupational pension schemes
 - (ii) Non-payment of money due under a contract of employment or a statutory provision
 - (iii) Any award ordered because the **Insured** has failed to provide relevant records to employees under National Minimum Wage legislation
 - (iv) Any compensation award or increase in compensation award relating to failure to comply with a current or previous recommendation made by a tribunal
 - (v) A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure

(c) Employee civil legal defence

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

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

We will only provide cover for an **insured person** (other than the **Insured**) at the **Insured's** request

(d) Service occupancy

Costs and expenses to pursue a dispute with an employee or ex-employee to recover possession of premises owned by or for which the **Insured** is responsible

Exclusion

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

2 Legal defence

Costs and expenses to defend the **insured person's** legal rights in respect of the following

(a) Criminal pre-proceedings cover

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

(b) Criminal prosecution defence

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

Provided that

- (1) for claims relating to the Health and Safety at Work etc Act 1974 the **countries covered** shall be any place where the Act applies
- (2) **we** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the **business** - please see Cover

(c) 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

- (1) an individual
We will also pay any compensation award up to the **limit of indemnity** in respect of such a claim
- (2) 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
We will not pay any compensation award in respect of such a claim

Provided that

- (1) in respect of (c)(1) 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**
- (2) **we** will not cover the cost of fines imposed by the Information Commissioner or any other regulatory and/or criminal body

(d) Wrongful arrest

Civil action taken against the **Insured** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**

(e) Formal investigations and disciplinary hearings

In representing the **insured person**

- (1) throughout a formal investigation conducted by the Equality and Human Rights Commission or Equality Commission for Northern Ireland following a complaint against an **insured person**
- (2) throughout a formal investigation or disciplinary hearing conducted by any other relevant business association professional or regulatory body

(f) Statutory notice appeals

An appeal against the imposition or terms of any Statutory Notice issued under legislation affecting the **Insured's** business

We will also pay for

(g) Jury service and court attendance

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

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

Provided that for each of the above sections of **insured event 2** – Legal defence the **Insured** requests that **DAS** provides cover for the **insured person**

Exclusions

- (i) for (a) Criminal pre-proceedings cover any criminal investigation or enquiry by with or on behalf of HM Revenue & Customs
- (ii) for (a) Criminal pre-proceedings cover and (b) Criminal prosecution defence cover any claim relating to a parking offence
- (iii) for (c) Data protection cover any claims relating to
 - (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 program that contains any malicious or damaging code computer virus or similar mechanism
- (iv) for (f) Statutory notice appeals cover
 - (1) any Statutory Notice issued by an **insured person's** regulatory or governing body
 - (2) any appeal against the imposition or terms of any Statutory Notice issued in connection with an **Insured's** licence mandatory registration or British Standard Certificate of Registration

3 Statutory licence appeal

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

Exclusions

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

4 Property protection and personal injury

(a) Property protection

Costs and expenses in a civil dispute relating to material property which is owned by or the responsibility of the **Insured** provided that the **Insured** has established the legal ownership or right to the land that is the subject of the dispute following

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

Exclusions

Any claim relating to the following

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

- (vii) The enforcement of a covenant by or against the **Insured**

(b) Personal injury

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

Exclusions

Any claim relating to the following

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

5 Tax protection

Costs and expenses to negotiate on behalf of the **Insured** and at the request of the **Insured** the directors trustees and partners of the **Insured** in the event that one of the following enquiries is undertaken in direct connection with the activities of the **business**

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

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

Exclusions

Any claim

- (i) arising from a tax avoidance scheme
- (ii) caused by the failure to register for Value Added Tax or Pay As You Earn
- (iii) arising from any investigation or enquiries by with or on behalf of HM Revenue & Customs Special Investigation Section Special Civil

Investigations Criminal Investigations Unit Criminal Taxes Unit under Public Notice 160 or by the Revenue and Customs Prosecution Office

- (iv) arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences
- (v) relating to import or excise duties and import VAT

Conditions

- 1 (a) On receiving a claim if representation is necessary **DAS** will appoint a **preferred law firm or tax consultancy** as the **Insured's appointed representative** to deal with the **Insured's** claim
They will try to settle the **Insured's** claim by negotiation without having to go to court
- (b) If the appointed **preferred law firm or tax consultancy** cannot negotiate settlement of the **Insured's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest then the **Insured** may choose a law firm or tax expert to act as the **appointed representative**
DAS will choose the **appointed representative** to represent the **Insured** in any proceedings where **we** are liable to pay a compensation award
- (c) If the **Insured** chooses a law firm as their **appointed representative** who is not a **preferred law firm or tax consultancy** **DAS** will give the **Insured's** choice of law firm the opportunity to act on the same terms as a **preferred law firm or tax consultancy**

However if they refuse to act on this basis the most **we** will pay is the 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 **DAS** at all times and must keep **DAS** up to date with the progress of the claim
- 2** An **insured person** must
- (a) co-operate fully with **DAS** and the **appointed representative**
- (b) give the **appointed representative** any instructions that **DAS** ask them to
- 3** (a) An **insured person** must tell **DAS** if anyone offers to settle a claim and must not negotiate or agree to any settlement without written consent from **DAS**
- (b) If an **insured person** does not accept a reasonable offer to settle a claim **we** may refuse to pay further **costs and expenses**
- (c) **We** may decide to pay an **insured person** the reasonable value of the claim that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal action
- In these circumstances an **insured person** must allow **DAS** to take over and pursue or settle a claim in their name
- An **insured person** must allow **DAS** to pursue at **our** expense and for **our** benefit any claim for compensation against any other person and an **insured person** must give **DAS** all the information and help **DAS** need to do so
- 4** (a) An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed assessed or audited if **DAS** ask for this
- (b) An **insured person** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay **us** any amounts that are recovered
- 5** If the **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses the **appointed representative** without good reason the cover **we** provide will end immediately unless **DAS** agree to appoint another **appointed representative**
- 6** If an **insured person** settles a claim or withdraws their claim without **DAS'** agreement or does not give suitable instructions to the **appointed representative we** can withdraw cover and will be entitled to reclaim any **costs and expenses we** have paid
- 7** **DAS** may require the **Insured** to get at the **Insured's** own expense an opinion from an expert that **DAS** consider appropriate on the merits of the claim or proceedings or on a legal principle
- The expert must be approved in advance by **DAS** and the cost agreed in writing between the **Insured** and **DAS**
- Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **Insured** will recover damages (or obtain any other legal remedy that **DAS** have agreed to) or make a successful defence
- 8** If there is a disagreement between the **Insured** and **DAS** about the handling of a claim and it is not resolved through **DAS'** internal complaints procedure the **Insured** 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 the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available
The arbitrator will be a barrister solicitor or other suitably qualified person chosen jointly by the **Insured** and **DAS**

If there is a disagreement over the choice of arbitrator **DAS** will ask the Chartered Institute of Arbitrators to decide

The arbitrator will decide who will pay the costs of the arbitration

For example costs may be split between the **Insured** and **DAS** or may be paid by either the **Insured** or **DAS**

- 9** An **insured person** must
- (a) keep to the terms and conditions of this section of the policy
 - (b) take reasonable steps to avoid and prevent claims
 - (c) take reasonable steps to avoid incurring unnecessary costs
 - (d) send everything **DAS** ask for in writing
 - (e) give **DAS** full and factual details of any claim and give **DAS** any information they need and
 - (f) report any claim to **DAS** within 180 days of the date the **insured person** should have known about the **insured event**
- 10** All Acts of Parliament mentioned in this section of the policy include equivalent laws in Scotland Northern Ireland the Isle of Man and the Channel Islands as appropriate

Exclusions

- 1** **Costs and expenses** incurred before the written acceptance of a claim by **DAS**
- 2** Fines penalties compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under **insured event 1(b)** – Compensation awards and **insured event 2(c)** – Legal defence
- 3** Any claim relating to patents copyrights trademarks merchandise marks registered designs intellectual property secrecy and confidentiality agreements
- 4** Any claim relating to rights under a franchise or agency agreement entered into by the **Insured**
- 5** Any **insured event** deliberately or intentionally caused by an **insured person**
- 6** A dispute with **us** or **DAS** not otherwise dealt with under Condition 8 of this section
- 7** Any claim relating to a shareholding or partnership share in the **Insured's** business
- 8** **Costs and expenses** arising from or relating to judicial review coroner's inquest or fatal accident inquiry
This exclusion does not apply to **insured event 4(b)** – Personal injury
- 9** Any legal action an **insured person** takes which **DAS** or the **appointed representative** have not agreed to or where the **insured person** does anything that hinders **DAS** or the **appointed representative**

- 10** Any claim where either at the start of or during the course of a claim
- (a) the **Insured** is declared bankrupt
 - (b) the **Insured** has filed a bankruptcy petition
 - (c) the **Insured** has filed a winding-up petition
 - (d) the **Insured** has made an arrangement with the **Insured's** creditors
 - (e) the **Insured** has entered into a deed of arrangement
 - (f) the **Insured** is in liquidation
 - (g) part or all of the **Insured's** affairs or property are in the care or control of a receiver or administrator
- 11** Any claim relating to written or verbal remarks that damage the **insured person's** reputation
- 12** Any claim where an **insured person** is not represented by a law firm barrister or tax expert

Terrorism

The schedule will show if this section applies

Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Act of terrorism

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

Business interruption

means loss arising from interruption or interference with the **business** carried on by **you** at the **premises** as a result of damage to or destruction of **property insured** used by **you** at the **premises** for the purpose of the **business**

Computer systems

means a computer or other equipment or component or system or item which processes stores transmits or receives **data**

Data

means 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

Denial of service attack

means any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability or performance of networks network services network connectivity or **computer systems**

Denial of service attacks include but are not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**

Event

means all individual losses arising in respect of a continuous period of 72 hours of which the proximate cause is the same **act of terrorism**

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

Hacking

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

Losses

means all losses arising under any operative section or extension to this policy for material damage business interruption or book debts as a result of damage to or the destruction of **property insured** in the **territorial limits** the proximate cause of which is an **act of terrorism**

Nuclear installation

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

1. the production or use of atomic energy
2. 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
3. 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

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

Phishing

means any access or attempted access to **data** made by means of misrepresentation or deception

Property

means all property whatsoever but excluding

1. any property which is occupied as a private residence and which is
 - a. a private dwelling house or
 - b. self-contained unit insured as part of a block of units i.e. a block of flats
 unless such property
 - i. is not insured in the name of a private individual
 - ii. is insured in the name of a **sole trader** or a trustee or an executor of a will and is not occupied by such persons or by any beneficiary of the trust or will in question

iii. is of mixed residential and commercial usage and the commercially occupied portion of the property exceeds 20% (as defined by **us**) of the whole of such building

2. property including fine art collections which are the subject of
 - a. a trust of any kind or
 - b. an executorship of a will
 and where the use or benefit of the property is for private domestic purposes only and enjoyed by a beneficiary or a trustee of the trust or a beneficiary or an executor of the will
3. 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**

The noting of the interest of any lender (by including as joint insured or otherwise) shall not prejudice the definition of property as defined above

Property insured

means **property** which is insured under other sections of this policy

Sole trader

means

1. a self-employed individual registered as a sole trader with HM Revenue & Customs or
2. a private individual or individuals operating as a landlord and taxed as a business or
3. a private individual or individuals who have made an active decision to become a landlord and receive or intend to receive an income from **property insured**

Territorial limits

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

Virus or similar mechanism

means 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

This 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

Cover

We will pay **you** for

1. damage to or the destruction of ***property***
2. ***business interruption*** or book debts
3. loss caused by cancellation abandonment postponement interruption curtailment or relocation of an event as a result of damage to or destruction of ***property***

as insured by any other section of this policy occasioned by or happening through or in consequence of an ***act of terrorism*** within the ***territorial limits***

Provided always that the insurance by this section is

1. not subject to
 - a. any of the General exclusions of this policy
 - b. any long term agreement or undertaking which may otherwise apply
 - c. any terms in this policy which provide for adjustments of premium

2. subject

- a. otherwise to all the terms provisions definitions and conditions of this policy except where expressly varied within this section
- b. to a maximum period of insurance of 12 months from the inception or renewal date of this policy Any subsequent period of cover provided by this section whether for 12 months or less is deemed to constitute a new period of insurance provided that
 - i. no subsequent period of insurance by this section shall extend beyond the next renewal date of this policy
 - ii. the renewal premium due in respect of this section has been received by **us**

Basis of settlement

As described in the relevant section of this policy in respect of damage to or destruction of the ***property insured*** or ***business interruption*** or book debts or loss caused by cancellation abandonment postponement interruption curtailment or relocation of an event

The most **we** will pay for any one **event** is the lesser of

1. the total sum insured or
2. for each item its individual sum insured or
3. any other limit of liability as stated in the relevant section of this policy less the **excess**

The **excess** applicable to losses under this Terrorism section shall be equal to the **excess** applied in respect of the risk of fire and/or explosion under the other sections of this policy

Exclusions

We will not be liable for any losses whatsoever

1. occasioned by 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. arising under
 - a. marine aviation and transit policies
 - b. motor insurance policies
 - c. bankers blanket bond
3. directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from
 - a. damage to or the destruction of any **computer system** or
 - b. any alteration modification distortion erasure or corruption of **data**

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**

Extension for act of terrorism triggered by remote digital interference

Definitions specific to this extension

Property/Property insured

means as defined in this section but also excludes for the purposes of this extension

- a. any money (including money as defined in any Money (or Money with assault) section of this policy) 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**

Specific events

means 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 destruction of damage to or movement of buildings or structures plant or machinery other than any **computer system**

Exclusion **3.** will not apply to **losses** provided that such **losses**

1. result directly (or solely as regards **3.** **c.** below indirectly) from **specific events** and
2. are not proximately caused by an **act of terrorism** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by acting on behalf of or part of any de jure or de facto government of any nation country or state and
3. comprises
 - a. the cost of reinstatement replacement or repair in respect of damage to or destruction of **property insured** or
 - b. the amount of **business interruption** or book debts suffered directly by **you** by way of loss of or reduction in profits revenue or turnover or increased cost of working as a direct result of either damage to or destruction of **property insured** or as a direct result of denial prevention or hindrance of access to or use of the **property insured** by reason of an **act of terrorism** causing damage to or destruction of other **property** within one mile of the **property insured** 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 or destruction of **property** and any additional costs or charges reasonably and necessarily paid by **you** to avoid or diminish such loss

Notwithstanding the exclusion of **data** from **property** and **property insured** to the extent that damage to or destruction of **property** and **property insured** within the meaning of sub-paragraph **1.** above indirectly results from any alteration modification distortion erasure or corruption of **data** because the occurrence of one or more **specific events** results directly or indirectly from any alteration modification distortion erasure or corruption of **data** that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such **property** and **property insured** and otherwise falling within sub-paragraphs **1.** and **3.** above from being recoverable under this policy

In no other circumstances than the previous sentence however will any loss(es) 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 recoverable under this Terrorism section

Condition

If **we** allege that any other loss is not covered by this section the burden of proving that such loss is covered shall be upon **you**

Notwithstanding the above the burden of proof shall be upon **us** to prove or establish all the matters referred to in sub-paragraph **2.** of the Extension for act of terrorism triggered by remote digital interference

General information

Complaints procedure

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

You can complain in writing or verbally at any time to:

For all complaints other than Legal expenses complaints

Ecclesiastical Insurance Office plc
Beaufort House,
Brunswick Road,
Gloucester,
GL1 1JZ.

Tel: 0345 777 3322

Email: complaints@ecclesiastical.com

For Legal expenses complaints

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

Tel: 0344 893 9013

Email: customerrelations@das.co.uk

Our promise to you

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

To resolve your complaint we will:

- Investigate your complaint diligently and impartially.
- Keep you informed of the progress of the investigation.
- For more complex issues, we may need a little longer to investigate and we may ask you for further information to help us reach a decision.
- Respond in writing to your complaint as soon as possible.

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

The Financial Ombudsman Service
Exchange Tower,
London, E14 9SR.

Tel: 0800 0 234 567

Email: complaint.info@financial-ombudsman.org.uk

Web: www.financial-ombudsman.org.uk

If you have bought your insurance online, you can also register your complaint on the Online Dispute Resolution website <http://ec.europa.eu/consumers/odr/>, which has been set up by the European Commission.

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

The Financial Services Compensation Scheme

The Financial Services Compensation Scheme (FSCS) is the independent body, set up by government, which gives you your money back if your authorised* financial services provider is unable to meet its obligations.

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought. The FSCS does not charge individual consumers for using its service. The FSCS cannot help you if the firm you have done business with is still trading.

For further information on the scheme you can visit the website at:

www.fscs.org.uk

or write to them at:

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

Tel: 0207 741 4100 or 0800 678 1100

Fax: 0207 741 4101

Email enquiries@fscs.org.uk

* The FSCS can only pay compensation for customers of financial services firms authorised by the PRA or FCA.

For all claims other than legal expenses claims

If you need to report a claim you can call us on
0845 603 8381 – 24 hours a day, 7 days a week.

For legal expenses claims

You can phone DAS on 0345 268 9124 or if calling
from abroad, +44 (0)1452 875 925.

This contract has been arranged by:

Lansdown Insurance Brokers

Lansdown House

Pittville Circus Road

Cheltenham

GL52 2QE

01242 524498

enquiries@lansdowninsurance.com

www.lansdowninsurance.com

This contract is underwritten by:

Ecclesiastical Insurance Office plc

Our FCA register number is 113848

Our permitted business is general insurance

You can check this on the FCA's register by
visiting the FCA's website

www.fca.org.uk/register

or by contacting the FCA on

0800 111 6768