

Residential Property Insurance Policy

Lansdown Insurance
Brokers

Insured by

CO
vea Insurance

Welcome...

Thank **you** for choosing Covéa Insurance.

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

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

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

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

Introduction

About Your Policy

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

Any word or expression given a specific meaning in:

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

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

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

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

IMPORTANT

This policy is a legal contract.

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

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

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

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



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

Contents

The Schedule

Introduction

Index

Helplines

Customer service information

Definitions

General Conditions

General Exclusions

Sections

1. Property **Damage**
2. Loss of Rent (including book debts)
3. Terrorism
4. Employers' Liability
5. Property Owners Liability
6. Legal Expenses

Helplines

DAS Helplines

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

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

Eurolaw Legal Advice Service

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

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

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

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

Tax Advice Service

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

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

Counselling

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

Telephone: **0330 134 8165**

These calls are not recorded.

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

Employment Manual

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

address, quoting **your** policy number and they will contact **you** by email to inform **you** of future updates to the information.

DAS Business Law

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

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

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

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

Glass Breakage Helpline

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

To contact Glassolutions phone them on 0333 003 3388.

Customer Service Information

Insurers under the policy

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

Covea Insurance plc

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

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

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

DAS Legal Expenses Insurance Company Limited

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

DAS Law Limited

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

Lansdown Insurance Brokers

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

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

Accessibility

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

Law applicable to the contract

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

Promise of satisfaction and service

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

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

Please see the General Condition - Cancellation on page 15.

Confidentiality

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

Financial Services Compensation Scheme

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

Commercial Care Line

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

Please contact **us** via any of the following:

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

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

Staff trained in managing commercial claims will:

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

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

- Emergency glazing
- Locks
- Plumbing

Customer Service Information

continued

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

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

Enquiries or complaints

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

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

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

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

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

or telephone **us** on 0330 134 8194

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

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

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

You may have the right to refer it to the

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR;

telephone numbers 0800 023 4567 (calls to this number are normally free for people calling from a "fixed line"

phone but charges may apply if **you** call from a mobile phone)

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

Website www.financial-ombudsman.org.uk

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

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

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

How we use your information

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

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

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

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

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

How We Share Your Information

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

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

Marketing

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

Fraud Prevention and Detection

In order to prevent or detect fraud and money laundering **we** will check **your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers'

Customer Service Information

continued

databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

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

Automated Decisions

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

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

How to Contact Us

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

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

Employers Liability Tracing Office

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

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

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

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

The Database will be managed by the ELTO.

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

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

Risk Management

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

General Definitions

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

act of terrorism

an act or threatened act of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government and

- involves a violent or an unlawful use of force or an unlawful act dangerous to human life, property or infrastructure, or threat thereof and
- is or appears to be intended to intimidate or coerce a civilian population or disrupt any segment of the economy of any government, state or country or overthrow, influence or affect the conduct or policy of any government by intimidation or coercion or affect the control of any government by mass destruction, assassination, kidnapping or hostage taking and
- is committed for political, religious, ideological or other similar purposes

bodily injury

death, injury, illness, disease or shock (not applicable to Legal Expenses sub-section)

building, buildings

the building or buildings including

- walls, gates and fences around the **building** and belonging to **you**
- permanent fixtures and fittings including entry, security and surveillance systems, aerials and satellite dishes
- car parks, driveways, paths, steps, terraces, patios and roadways
- swimming pools and tennis courts
- piping, ducting, cabling and control gear
- fuel tanks, telephone, gas, water and electric meters, fibre optic or integrated services, digital network lines
- sanitary ware, fixed glass, fanlights, skylights and partitions, solar panels and wind turbines
- air conditioning and central heating systems
- foundations, extensions, annexes, gangways, conveniences, outbuildings, garages and sub-stations
- underground services

on the **premises** or extending to the perimeter of the **premises** and for which **you** are legally responsible

business

ownership, management and maintenance of the **premises**

computer equipment

building management control systems

computer system

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

consequential loss

Loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** in consequence of **damage**

to property used by **you** at the **premises** for the purpose of the **business**

contents of communal parts

the following property used solely in connection with **your business** belonging to **you** or for which **you** are legally responsible at the **premises** and kept in the communal parts or areas occupied by **you** for management or service purposes

- machinery, plant, trade and office furniture
- fixtures, fittings, blinds and signs
- all other contents with a single article limit not exceeding £5,000

contract works

temporary or permanent works executed or in the course of execution at the **premises** by **you** or on **your** behalf for the purposes of alterations or improvements to the **premises** including unfixed site materials for use in connection therewith

damage

loss, destruction or damage unless otherwise excluded

data

data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever

declared value

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

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

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

denial of service attack

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

General Definitions

continued

employee

in connection with **your business** any

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

(not applicable to Legal Expenses section)

estimated gross rent receivable

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

excess

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

financial loss

a pecuniary loss cost or expense

flat

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

general cover

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

Great Britain

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

gross rent receivable

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

hacking

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

indemnity period

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

intruder alarm installation

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

maximum indemnity period

the period stated in the **schedule** as the maximum indemnity period

money

Cash, Bank Notes, Cheques, Girocheques, Banker's Drafts, Money Orders, Postal Orders, Bills of Exchange, unused Postage Stamps, National Insurance Stamps, National Savings Stamps and Certificates, Holidays with Pay Stamps, Credit Company Sales Vouchers, V.A.T. Purchase Invoices, Customer Redemption Vouchers and unused units in franking machines all **your** own or for which **you** are legally responsible and Trading Stamps and Luncheon Vouchers **you** own only while in **your** custody.

notifiable human infectious or contagious disease

those diseases notifiable under the Public Health (Infectious Diseases) Regulations, 1988, namely: Acute encephalitis, Acute poliomyelitis, Anthrax, Cholera, Diphtheria, Dysentery, Food poisoning, Legionellosis, Leptospirosis, Malaria, Measles, Meningitis, Meningococcal septicaemia (without meningitis), Mumps, Ophthalmia neonatorum, Paratyphoid fever, Plague, Rabies, Relapsing fever, Rubella, Scarlet fever, Smallpox, Tetanus, Tuberculosis, Typhoid fever, Typhus fever, Viral haemorrhagic fever, Viral hepatitis, Hepatitis A, Hepatitis B, Hepatitis C, Whooping cough, Yellow fever.

No other disease shall be added to the above list without **our** prior written consent.

nuclear installation

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

- (a) the production or use of atomic energy, or
- (b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations, or
- (c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter

which has been produced or irradiated in the course of the production or use of nuclear fuel

nuclear reactor

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

operative sections

the sections which **you** have selected and for which cover is provided by this policy

outstanding debit balances

the individual amounts owed to **you** by **your** customers and shown as outstanding in **your** records, after adjustment for bad debts, abnormal trading conditions and debit/credit amounts not passed through **your** books during the period between the last record and the date of the **damage**

period of insurance

after the period stated in the **schedule** as the **period of insurance** – (not applicable to Legal Expenses section)

General Definitions

continued

phishing

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

pollutants

any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals, waste (waste includes materials to be recycled, reconditioned or reclaimed) and legionella bacteria

pollution or contamination

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

premises

the **buildings** and the land inside the boundary of the risk address(es) stated in the **schedule**

products

any goods, including containers, packaging, labelling and instructions for use, sold, supplied, processed, delivered, installed, tested, repaired, serviced, altered, treated or hired out by **you** in connection with the **business** and no longer in **your** possession or control

property insured

buildings, computer systems, contents of communal parts or any other property, as specified in the **schedule**

resident

the owner, lessee or tenant (and other members of their family normally resident with them) of any **flat** or any private dwelling at the **premises**

residential

the purpose built block of **flats**, private dwelling converted to private **flats** or private dwelling, occupied for domestic purposes

schedule

this provides details of **you**, the **period of insurance**, the **operative sections** of the policy and the sums insured and limits which apply and specifies any endorsements which amend the standard policy wording

standard gross rent receivable

the **gross rent receivable** during that period in the twelve months immediately before the date of **damage** which corresponds to the **indemnity period**

tenant's or lessee's improvements'

improvements, alterations and decorations which have been undertaken to the **buildings** either by **you** or a previous occupier, as tenant or lessee and for which **you** are legally responsible as occupier and not as owner

territorial limits

Great Britain, Northern Ireland, the Isle of Man or the Channel Islands – (not applicable to the Legal Expenses section)

United Kingdom

England, Scotland, Wales and the Isle of Man

unattended vehicle

any vehicle left without **you**, an employee of **yours** or a responsible adult authorised by **you**, in attendance

vehicle

any road vehicle including trailers and containers

unoccupied

- (a) without enough furniture and furnishings for normal living purposes, or
- (b) not lived in by any **resident** or by any other person with the permission of the **resident**, or
- (c) empty, vacant or not in use

virus or similar mechanism

program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to **damage**, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems, data** or operations, whether involving self-replication or not. The definition of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to **damage**, interfere with, adversely affect, infiltrate or monitor as above

we, us, our

Covea Insurance plc unless otherwise stated

you, your, yours

the person, persons or company named as the Insured in the **schedule**.

General Conditions

Cancellation

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

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

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

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

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

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

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

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

Valid reasons may include but are not limited to:

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

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

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

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

Change in risk

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

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

This policy shall be avoided if:

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

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

Claims

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

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

Contracts (Rights of Third Parties) Act 1999

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

Death of the Insured

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

Excess clause

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

General Conditions

continued

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

Fair Presentation of the Risk

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

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

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

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

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

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

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

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

Fraud

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

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

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

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

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

Fraudulent claims include but are not limited to:

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

Law applicable

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

Other insurance

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

Other interests (to be declared)

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

Reasonable care

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

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

General Conditions

continued

to be made good or remedied and in the meantime arrange for additional precautions to be effected as the circumstances may require

- exercise due care in the selection and supervision of **employees**.

Reinstatement of sum insured

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

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

Rights

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

Security

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

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

Subjectivity

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

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

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

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

- modify **your** premium
- issue a mid-term amendment to **your** policy or section terms and conditions

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

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

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

In the event that the matter cannot be resolved

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

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

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

Subrogation

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

Terms Not Relevant to a Loss

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

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

Underinsurance

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

Unoccupied Buildings

Notice is to be given to **us** immediately when **you** become aware that any **buildings** or any **flat**, or any other individually leased or

General Exclusions

tenanted portions thereof become **unoccupied** for a period of more than sixty consecutive days or when any such **buildings** or any **flat**, or any other individually leased or tenanted portions thereof become occupied again and **you** shall pay any additional premium required.

What you are not covered for:

1. Applicable to all Sections

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

Radioactive Contamination

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

War Risks

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

Sonic Bangs

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

Confiscation

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

Electronic Failure

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

2. Applicable to all Sections other than Liability

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

Act of Terrorism

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

or in any way relating to an **act of terrorism**.

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

Pollution or Contamination

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

Process of Heat

To property undergoing any process involving the application of heat

Malicious Damage and Theft by Principals

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

Unoccupied Premises

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

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

Unexplained Losses

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

Gradually Operating Causes

Caused by wear, tear or any gradually operating cause

Northern Ireland

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

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

We will not pay for legal liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any of the following regardless

General Exclusions

continued

of any other cause or event contributing concurrently or in any other sequence to the loss **Pollution or Contamination**

Any liability for

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

Asbestos

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

Section 1: Property Damage

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

What you are covered for:

1. **Damage** occurring at or within 50 metres of the **premises** to the **property insured** described in the **schedule** occurring during the **period of insurance**.

2. **Capital additions**

(a) Newly acquired and/or newly erected **buildings** and **contents of communal parts** anywhere within the **territorial limits** in so far as such property is not otherwise insured

(b) Alterations, additions and improvements to existing **buildings** and **contents of communal parts** at the **premises** but excluding any appreciation in value of such property during the **period of insurance**

Provided that

(i) at any one location **our** liability shall not exceed £500,000 or 20% of the Property Damage sum insured, whichever is the lower

(ii) **you** will notify **us** of such capital additions as soon as possible or within 6 months of the addition and pay the appropriate additional premium that may be required to provide retrospective cover from the commencement date of **your** liability for such property

(iii) following such notification the provisions of this clause are fully reinstated.

3. **Debris removal costs**

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

(a) removing debris

(b) dismantling or demolishing

(c) shoring up or propping

of the portion or portions of the **property insured** which has been subject to **damage** but excluding any such costs or expenses incurred in respect of stock

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

(i) incurred in removing debris except from the site of the **property insured** which has suffered **damage** and from the area immediately adjacent to such site

(ii) arising from **pollution or contamination** of property not insured by this section.

4. **Tenants debris removal costs**

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

Provided that

(i) **our** liability shall not exceed the amount £25,000

(ii) this cover does not apply where a more specific insurance policy is in force

5. **Theft of fixed fabric of the building**

Theft of the fixed fabric of the **building**, including fixed external CCTV equipment and security lighting, where the **building** is shown as insured in the **schedule**.

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

6. **Protection equipment expenses**

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

7. **Landscaping costs**

Costs and expenses incurred by **you** with **our** consent in repairing or reinstating **damage** to the landscaped gardens and grounds at the **premises**, caused by fire brigade equipment and personnel in the course of combating fire or any other insured event provided that **you** are legally responsible for the repair or reinstatement of such **damage**.

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

8. **Loss of metered gas and water**

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

Provided that

(a) **our** liability will not exceed £25,000 in any one **period of insurance**

(b) in respect of unauthorised use

(i) **you** shall take all practical steps to terminate unauthorised use as soon as it is discovered

(ii) **you** must advise **us** of such unauthorised use immediately on becoming aware of it.

9. **Additional statutory costs**

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

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

(a) in respect of **damage** occurring prior to the inception of this section

(b) in respect of property entirely undamaged

(c) where notice to comply has been served upon **you** prior to the occurrence of **damage**

(d) for work which takes more than 12 months from the date of **damage** unless prior consent has been given by **us**. **Our** liability will not exceed £500,000 or 10% of the Property Damage sum insured, whichever is the lower.

10. **Additional statutory costs – undamaged portions**

We will pay for additional costs involved in complying with statutory regulations or local authority requirements following **damage to property insured** in respect of undamaged portions Provided that **we** will not be liable under this cover for any such costs or expenses

(a) in respect of **damage** occurring prior to the inception of this section

(b) where notice to comply has been served upon **you** prior to the occurrence of **damage** at the **premises**

Section 1: Property Damage

continued

- (c) for work which takes more than 12 months from the date of **damage** unless prior consent has been given by **us**
 - (d) which have not been agreed by **us**
 - (e) that would otherwise have been payable had the undamaged portion been wholly destroyed as a result of the **damage** which caused **you** to claim
- Our liability will not exceed £25,000 in any one period of insurance.**
- 11. Additional costs of construction – energy efficiency**
Within the item sum insured **we** will pay for the additional costs of reinstatement following **damage** to the **buildings** arising solely from the necessity to comply with the application of the EC Directive on Energy Performance on **Buildings** 2002/91 (as enacted in applicable national law)
- Provided that **we** will not be liable under this cover for any such costs or expenses
- (a) in respect of **damage** occurring prior to the inception of this section
 - (b) for work which takes more than 12 months from the date of **damage** unless prior consent has been given by **us**
 - (c) in respect of property entirely undamaged.
- Our liability will not exceed £100,000 or 10% of the Property Damage sum insured, whichever is the lower.**
- 12. Temporary removal**
The **property insured** is covered whilst temporarily removed from the **premises** for cleaning renovation repair or similar purposes and in transit thereto and there from anywhere within the **territorial limits** provided that
- (a) **our** liability under this cover shall not exceed 10% of the item sum insured
 - (b) this cover does not apply to property in so far as it is otherwise insured.
- 13. Theft or loss of keys**
The cost of replacing locks or keys to the **premises** or to any safe or strongroom therein resulting from accidental loss of or theft of keys where such theft is
- (a) involving forcible or violent entry to the **premises** or the home of any authorised **employee** and/or
 - (b) involving assault or violence or threat thereof whilst such keys are in the personal custody of **you** or any authorised **employee**. **Our** liability will not exceed £2,500 in any one **period of insurance**.
- 14. Trace and access**
In the event of **damage** at the **premises** to **property insured** resulting from the escape of water or oil from any fixed installation, **we** will pay for costs necessarily and reasonably incurred in
- (a) locating the source of **damage** in order to effect repairs
 - (b) making good.
- Our liability will not exceed £50,000 in any one period of insurance.**
- 15. Sprinkler upgrade costs**
Within the **building** item sum insured **we** will pay for the additional costs of upgrading any sprinkler installation as required by **us** following **damage** to the **buildings** in order to conform to Loss Prevention Rules for Automatic Sprinkler Installations applicable at the time of reinstatement following **damage**
- Provided that
- (a) the installation conformed to the 28th or 29th Edition Rules or to the LPC rules current at the time of installation
 - (b) **we** shall not be liable for any rate tax duty development or other charge or assessment arising out of capital appreciation as a result of complying with this extension
 - (c) **our** liability will not exceed the amount shown in the **schedule** for each **building**.
- 16. Contract works**
Contract works in respect of any contract and for which **you** are responsible under the terms of the contract Provided that
- (a) **our** liability shall not exceed £250,000
 - (b) this cover does not apply to **contract works** in so far as it is otherwise insured.
- 17. Gardening equipment**
Gardening equipment used by **you** in connection with the **business** at the **premises**
- Our liability shall not exceed £10,000.**
- 18. Tree felling and lopping**
The cost incurred by **you** in removing or lopping trees which are an immediate threat to safety of life or **damage** to any **buildings** or **contents of communal parts**
- Provided that
- (a) **our** liability shall not exceed £10,000
 - (b) **we** shall not be liable for
 - (i) costs solely to comply with a Preservation Order
 - (ii) Legal or local authority costs.
- 19. Removal of wasp or bee nests or vermin**
The cost incurred in removing wasp or bee nests or vermin from the **buildings** at the **premises**
- Provided that
- (a) **our** liability shall not exceed £500.
 - (b) **we** shall not be liable for wasp or bee nests or vermin which were already in the **building** prior to inception of this policy or prior to the purchase of any new **premises**.
- 20. Alternative accommodation and Loss of Rent – residential properties**
Where the **residential buildings** or any individual **flats** are rendered uninhabitable or access is prevented following **damage** **we** will pay **you** in respect of
- (a) the reasonable additional cost of comparable accommodation incurred by the **resident** for temporary storage of residents' furniture
 - (b) the reasonable cost of accommodation in kennels and/or catteries for **residents'** dogs and/or cats if such dogs and/or cats are not permitted in the **residents'** alternative accommodation
 - (c) **gross rent receivable** during the period necessary to restore the **residential buildings** or any individual **flats** to a habitable condition or to make it accessible
- Provided that
- (i) cover for any cost shall only apply to the extent they are not

Section 1: Property Damage

continued

otherwise insured

- (ii) the maximum period during which **we** will pay shall not exceed 36 months from the date of **damage**
- (iii) **our** liability shall not exceed 33.30% of the sum insured shown in the **schedule** for each **building**.

21. Fly tipping

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

22. Further investigation costs

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

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

Our liability shall not exceed £10,000.

23. Emergency services

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

Our liability shall not exceed £5,000

24. Frustrated legal costs

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

- (a) such costs and expenses were incurred solely and directly in connection with **your** contract to sell the **buildings**
- (b) **damage** occurs between the exchange of contracts and completion of the sale

Our liability will not exceed the amount £10,000 in any one **period of insurance**.

25. Money

We will pay for

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

such **money** is entrusted within the **territorial limits**.

Provided that

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

Maximum amount payable

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

Inflation Protection

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

Basis of claims settlement

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

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

Provided that

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

Section 1: Property Damage

continued

the Limits of liability the Company will pay

- (a) in the case of **buildings**, the value of the **buildings** at the time of the loss, destruction or **damage**, or the amount of such loss, destruction or **damage** as the case may be, after due allowance for wear, tear or depreciation or at its option replace, reinstate or repair the lost, destroyed or damaged property
- (b) in the case of all other property, the cost of repair or replacement at the time of the loss, destruction or **damage** after due allowance for wear, tear or depreciation.

Additional clauses

1. Architects' and surveyors' fees

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

2. Contracting purchaser

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

3. Contractor's interest

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

Provided that

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

4. Designation

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

5. Interested parties

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

Provided that

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

6. Non-invalidation

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

7. Subrogation waiver

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

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

8. VAT

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

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

9. Workmen

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

10. Day one

Subject to the following Special Conditions the basis upon which the amount payable in respect of any item on **buildings** is to be calculated shall be the reinstatement of the property lost, destroyed or damaged. For this purpose 'reinstatement'

Section 1: Property Damage

continued

means:

- (a) the rebuilding or replacement of property lost or destroyed which, provided **our** liability is not increased, may be carried out:
 - (i) in any manner suitable to **your** requirements
 - (ii) upon another site
- (b) The premium is based on the **declared value** (shown in the **schedule**) -

Special conditions

1. At the start of each **period of insurance** you must notify **us** of the **declared value** of each item on **buildings**. If you fail to notify **us** of the **declared value** at the start of each **period of insurance** we will use the last **declared value** notified to **us** for the following **period of insurance**.
2. If at the time of **damage** the **declared value** of the **buildings** insured by such item is less than the cost of reinstatement at the beginning of the **period of insurance** then you will be considered as being **your** own insurer for the difference and shall bear a proportionate share of the loss.
3. **Our** liability for the repair or restoration of property which is only partially damaged will not exceed the amount which would have been payable if the property been wholly destroyed.
4. No payment beyond the amount which would have been payable in the absence of this Additional Clause shall be made:
5. (a) unless reinstatement commences and proceeds without unreasonable delay
(b) until the cost of reinstatement has actually been incurred
(c) if at the time of **damage** the **property insured** is insured by any other insurance effected by you or on your behalf which is not upon the same basis of reinstatement.
6. All the terms and conditions of the Policy shall apply:
 - (a) in respect of any claim payable under the provisions of this Additional Clause except in so far as they are varied hereby
 - (b) where claims are payable as if this Additional Clause had not been incorporated except that the sum(s) insured shall be limited to 115% of the **declared value(s)**
 - (c) as stated in the **schedule**.
11. **Average waiver**
Notwithstanding the provisions of the Underinsurance General Condition or special conditions under Additional Clauses 10 we agree to waive any rights for underinsurance in respect of any **building** which is insured to the value specified in a **building** valuation survey completed by a RICS approved valuer provided that
 - (a) the **declared value**
 - (i) represents the advice given by the survey report and
 - (ii) has been subject to increases in line with inflationary increase indices
 - (b) the date of the report is within 3 years of the date of **damage**

What you are not covered for:

1. water (other than loss of metered water as described in

this section), air, runways, railway lines, dams, reservoirs, storage lakes, canals, rigs, wells, tunnels, docks, piers, jetties, excavations, wharfs, mines, and off-shore property

2. animals and growing crops
3. jewellery, precious stones, bullion, furs, fine art, curiosities, relics,
4. overhead electrical and telecommunication transmission and distribution lines, overhead transformers or other similar overhead communication, transmission or distribution equipment and their supporting structures other than those within the **premises** for which you are responsible
5. vehicles required to be licensed for road use (including accessories thereon), caravans, trailers, railway locomotives or rolling stock, watercraft, aircraft or spacecraft (including but not limited to satellites)
6. property or structures in course of demolition, construction or erection and materials, equipment or supplies in connection therewith other than as provided for under 'What you are covered for' **16 - Contract works** or Additional clause **9) - Workmen**
7. moveable property in the open (other than **contract works**), fences, gates, vegetation, lawns and shrubs in respect of **damage** caused by wind, rain, hail, sleet, snow, flood, dust or falling trees
8. property (other than **contract works**) from a garden, yard, open space or any open fronted or open sided **building** therein by theft or any attempt thereat or malicious **damage**
9. explosives and contraband
10. **damage** to property stored in any outbuilding or basement caused by storm, flood, leakage of oil or water following bursting or overflowing of oil or water tanks, apparatus or pipes or from any automatic sprinkler installation, unless such property is raised at least 100mm above the ground floor level of the outbuilding or the floor level of the basement
11. **damage** to any electrical machine or apparatus or component thereof occasioned by its over-running, excessive pressure, short-circuiting or self-heating not resulting in fire
12. explosion
 - (a) caused by or consisting of the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to you or under your control
 - (b) in respect of and originating in any vessel machinery or apparatus or its contents, belonging to you or under your control which requires to be examined to comply with any statutory regulations unless such vessel, machinery or apparatus shall be the subject of a policy or other contract providing the required inspection service
13. theft unless
 - (a) involving forcible and violent entry to or exit from a **building** at the **premises**

Section 1: Property Damage

continued

- (b) involving assault or violence or threat thereof to **you** or any of **your** employees
 - (c) as provided for under 'What **you** are covered for'
5 - Theft of fixed fabric of the building or 17 - Contract Works
14. **damage** arising solely from a change in the water table level (i.e. the level below which the ground is saturated with water)
15. subsidence, ground heave or landslip caused by:
- (a) settlement or bedding down of new structures
 - (b) compaction of the infill to floors
 - (c) the settlement or movement of newly made up ground
 - (d) river or coastal erosion or cliff fall
 - (e) defective design or workmanship or the use of faulty of defective materials
 - (f) demolition or structural repairs or alterations to the **buildings**
16. movement of solid floor slabs caused by subsidence, ground heave or landslip unless the foundations beneath the external walls of the **buildings** are damaged at the same time by the same cause
17. **damage** to oil tanks, paths, patios, paved areas or other artificially covered surfaces, swimming pools, tennis courts and walls caused by subsidence, ground heave or landslip, unless the main **building** is damaged at the same time by the same cause
18. **damage** caused by subsidence, ground heave or landslip for which compensation is provided under legislation
19. **damage** caused by or arising from or consisting of
- (a) wear, tear or depreciation or diminution in value
 - (b) collapse or cracking of **buildings**
 - (c) inherent vice, latent defect, defective design, plan or specification or the use of faulty materials
 - (d) faulty or defective workmanship operational error or omission by **you** or any of **your employees**
 - (e) marring, scratching, denting or mechanical or electrical defect, failure, breakdown or derangement
 - (f) gradually operating causes, including but not limited to atmospheric or climatic conditions, wet or dry rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests
 - (g) any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, installation, testing, commissioning, alteration or maintenance of any property
 - (h) use of any article contrary to manufacturers' instructions
 - (i) change in temperature colour flavour or finish
20. malicious damage or theft caused by any
- (a) **resident** to the **flat** in which he or she resides
 - (b) tenant or lessee to any portion of the **building** they occupy for commercial purposes
21. the relevant **excess** stated in the **schedule**.

Section 2: Loss of Rent

What you are covered for:

1. The amount of loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** in consequence of any **damage** occurring at the **premises** to any **property insured** used by **you** at the **premises** for the purposes of the **business**.
2. **Prevention of access**
Interruption of or interference with the **business** in consequence of
 - (a) **damage** to property within 1 kilometre of the **premises** which prevents or hinders the use of or prevents access to the **premises** provided that **we** shall not be liable for **damage** to the property of any public utility from which **you** obtain supplies or services.
 - (b) action or advice of any governmental, local authority or other statutory body due to an emergency which is likely to endanger life or property

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

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

Our liability will not exceed £250,000.

3. **Public utilities**
Interruption of or interference with the **business** in consequence of **damage** to property at any
 - (a) generating station or sub-station of the public electricity supplier
 - (b) land based premises of the public gas supplier or of any natural gas producer linked directly with them
 - (c) land based premises of the public telecommunications supplier or internet service provider
 - (d) waterworks or pumping station of the public water supplier within the **territorial limits** from which **you** obtain electricity, gas or water supplies or telecommunication services.

Our liability will not exceed £100,000.

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

Our liability will not exceed £100,000.

5. **Compulsory closure**
Interruption of or interference with the **business** in consequence of compulsory closure by a public body authorised to prevent or restrict access to the **premises** arising from
 - (a) discovery of a **notifiable human infectious or contagious disease** at the **premises**
 - (b) the occurrence at the **premises** of murder, manslaughter, suicide or rape
 - (c) defective sanitation or the presence of vermin or pests.
 - (d) any occurrence of any **bodily injury** sustained by any person resulting from discharge, release or escape of legionella bacteria from water tanks, water systems, humidifiers, air washers, emergency showers, eye wash sprays, indoor ornamental fountains, aqueous tunnel washers, air conditioning plants or cooling towers at the **premises**.

Special Condition

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

- (a) comply with the requirements of the Health and Safety Commission Approved Code of Practice "The Prevention and Control of Legionellosis" (including Legionnaires Disease) or any supplementary, replacement or amending Code of Practice
- (b) keep records evidencing compliance for our inspection or produce copies of such records immediately on request For the purpose of this cover the **maximum indemnity period** is restated as 3 months.

Our liability will not exceed £100,000.

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

We will pay for any net **outstanding debit balances** which **you** are unable to recover from tenants or lessees as a result of **damage** to such records and any additional expenditure incurred after such **damage** in tracing and establishing **outstanding debit balances**. **Our** liability in respect of loss of net **outstanding debit balances** and their associated additional expenditure and accountants' charges will not exceed £100,000 in any one **period of insurance**.

Special Condition

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

7. **Capital additions**
Loss of rent in respect of
 - (a) Newly acquired and/or newly erected **buildings** anywhere within the **territorial limits** in so far as such Loss of Rent is not otherwise insured
 - (b) Alterations, additions and improvements to existing **buildings** at the **premises**

Provided that

- (i) at any one location **our** liability shall not exceed £100,000

Section 2: Loss of Rent

continued

or 10% of the Property Damage sum insured, whichever is the lower

- (ii) **you** will notify **us** of such capital additions as soon as possible or within 6 months of the addition and pay the appropriate additional premium that may be required to provide retrospective cover from the commencement date of **your** liability for such property
- (iii) following such notification the provisions of this clause are fully reinstated.

8. Loss of investment income

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

Our liability will not exceed £50,000.

9. Premises of managing agents

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

Our liability will not exceed £50,000.

10. Loss of attraction

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

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

11. Contracting purchaser's interest

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

Provided that

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

12. Rent free period

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

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

Maximum amount payable

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

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

Basis of claims settlement

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

Gross rent receivable - loss thereof due to

- (a) loss of **gross rent receivable** being the amount by which the **gross rent receivable** during the **indemnity period** shall fall short of the standard **gross rent receivable** in consequence of the **damage**
- (b) increase in cost of working being the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **gross rent receivable** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage**, but not exceeding the amount of reduction in **gross rent receivable** thereby avoided

less any sum saved during the **indemnity period** in respect of such of the charges and expenses of the **business** payable out of **gross rent receivable** as may cease or be reduced in consequence of the **damage**.

Additional Increase in Cost of Working

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

Additional clauses

1. Alternative trading

If during the **indemnity period** services shall be rendered elsewhere than at the **premises** for the benefit of the **business** either by **you** or by others on **your** behalf the **money** paid or payable in respect of such services shall be brought into account in arriving at the **gross rent receivable** as applicable during the **indemnity period**.

2. Professional accountants

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

3. Separate departments

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

4. Payment on account

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

What you are not covered for:

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

Section 3: Terrorism

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

Definitions

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

act of terrorism

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

Terrorism - Property Damage

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

Terrorism – Business Interruption

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

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

Terrorism – Book Debts

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

What you are covered for

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

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

What you are not covered for:

1. **damage** or **consequential loss** directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:
 - (a) riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
2. **damage** or **consequential loss** caused by contributed to by or arising from or occasioned by or resulting from:

- (a) **damage** to any **computer system** or
- (b) any alteration, modification, distortion, erasure or corruption of **data**

in each case whether **your** property or not, where such loss is directly or indirectly caused by or contributed to, by or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**.

This exclusion shall not apply in respect of:

- (i) **damage** which itself results directly (or, solely as regards to (ii) c) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or **vehicle, damage** to or movement of **buildings** or structures, plant or machinery other than any **computer system**; and comprises:
 - (a) the cost of reinstatement, replacement or repair in respect of **damage** to **your** Property; or
 - (b) **consequential loss** as a direct result of **damage** to **your** Property or as a direct result of denial, prevention or hindrance of access to or use of the **premises** by reason of an **act of terrorism** causing **damage** to other Property within one mile of the **premises** to which access is affected; or
 - (c) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of **damage** to **your** Property and any additional costs or charges reasonably and necessarily paid by **you** to avoid or diminish such loss

and

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

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

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

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

- (a) directly resulting from **damage** to Property to the extent that such **damage** within the meaning of sub-paragraph 2. (ii) directly results from any alteration, modification, distortion, erasure or corruption of **data**

Section 3: Terrorism

continued

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

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

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

- 6. This section is to be lapsed or cancelled simultaneously with any lapse or cancellation of the **general cover** provided by this policy.

Special Conditions

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

Section 4: Employers' Liability

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

What you are covered for:

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

- (a)** within the **territorial limits** or
- (b)** elsewhere in the world in respect of any journey or temporary visit in connection with the **business** by **you** or any of **your**

directors, partners or employees normally **resident** within the **territorial limits**

- 2. Compensation for court attendance**

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

- 3. Corporate Manslaughter**

We will pay you in respect of

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

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

Provided that

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

We will not be liable for

- (i)** any fines or penalties or the cost of implementing any remedial order or publicity order
- (ii)** an appeal against any fines penalties remedial order or publicity order
- (iii)** any costs incurred which result from the failure to comply with any remedial order or publicity order
- (iv)** costs and expenses in connection with any appeal unless

advice has been obtained from solicitors or counsel approved by **us** that there are strong prospects of success

- (v)** costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **you** or any other director partner or **employee** of **yours**
- (vi)** costs and expenses provided by any other source or any other insurance or where but for the existence of this extension would have been provided by such source or insurance
- (vii)** costs and expenses in connection with the defence of any criminal proceedings unless such proceedings are brought against **you** in a Court of Law in **Great Britain**, Northern Ireland, the Isle of Man or the Channel Islands.

- 4. Cross liabilities**

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

- 5. Health and Safety at Work etc. Act 1974**

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

We will not be liable for

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

- 6. Indemnity to other persons**

We will pay at your request

- (a)** any of **your** directors, partners or **employees**
- (b)** any officer, committee member or other person employed by **you** catering, social, sports, educational or welfare organisations or first-aid, medical, ambulance, fire or security services
- (c)** any director, partner or official for whom with **your** consent an **employee** is undertaking private work
- (d)** any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **you** for the performance of work

Section 4: Employers' Liability

continued

- (e) the owner of plant hired by **you** but only to the extent of the conditions of hire
- (f) any legal representative of any of the above in the event of their death

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

Provided that

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

7. Unsatisfied Court Judgements

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

Provided that

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

Basis of claims settlement

The maximum amount payable in respect of

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

in respect of any one claim against **you** or series of claims against **you** arising out of one cause.

What you are not covered for:

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

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

Special Conditions

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

Section 5: Property Owners' Liability

What you are covered for:

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

2. Compensation for court attendance

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

3. Contingent motor liability (non-owned vehicles)

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

Provided **we** will not be liable

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

4. Corporate Manslaughter

We will pay **you** in respect of

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

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

Provided that

- (i) **our** liability shall not exceed the maximum amount payable shown in the **schedule** during any one **period of insurance**
- (ii) all amounts payable under this extension will form part of and not be in addition to the maximum amount payable shown in the **schedule**
- (iii) where **we** have already provided a payment in respect of any legal costs or expenses incurred in connection
- (iv) with the defence of any criminal proceedings including appeals against conviction arising from such proceedings

brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings any amount paid or payable by **us** will be deducted from the amount payable under this section

- (v) **we** agreed in writing to the appointment of any solicitor or counsel who is to act on **your** behalf prior to their appointment.

We will not be liable for

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

5. Cross liabilities

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

6. General Data Protection Regulations

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

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

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

7. Defective Premises Act 1972

We will pay **you** any amount for which **you** shall become legally liable to pay during the **period of insurance** under the terms of the Defective Premises Act 1972 or the Defective Premises

Section 5: Property Owners' Liability

continued

(Northern Ireland) Order 1975 in connection with any **business premises** or land which have been disposed of by **you**.

We will not be liable

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

8. Health and Safety at Work etc. Act 1974

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

We will not be liable for

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

9. Indemnity to other persons

We will pay at your request

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

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

Provided that

- (i) any person is not entitled to be paid under any other

insurance

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

10. Libel and slander

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

Provided that

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

11. Overseas personal liability

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

This shall not apply in respect of

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

12. Financial loss

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

We will not be liable for

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

Section 5: Property Owners' Liability

continued

(viii) liability for circumstances known to **you** or any occurrence happening before the inception date of this policy.

13. Obstructing vehicles

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

Provided that

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

14. Legionellosis

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

Provided that

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

Special Condition

It is a condition precedent to liability that you

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

Basis of claims settlement

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

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

responding to or in any way relating to any **act of terrorism**

- (ii) the amount stated in the **schedule** as regards any other occurrence.

We will also pay

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

What you are not covered for:

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

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

Section 5: Property Owners' Liability

continued

8. **damage** to property which **you** or any of **your** employees are or have been working on
9. fines, penalties or liquidated, punitive or exemplary damages
10. the **excess** shown in the **schedule** for accidental **damage** to material property.

Special Conditions

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

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

Section 6: Legal Expenses

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

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

Definitions

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

appointed representative

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

business

As shown in the **schedule**

business premises

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

costs and expenses

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

countries covered

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

DAS Standard Terms of Appointment

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

date of occurrence

- (a) For civil cases (other than under **insured incident Tax Protection**), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **you** or an **insured person** first became aware of it).
- (b) For criminal cases, the date the **insured person** began, or is alleged to have begun, to break the law.
- (c) For **insured incident Tax Protection**, the date when HM Revenue & Customs, or the relevant authority, first notifies **you** of its intention to carry out an enquiry. For **VAT Disputes** or

employer compliance disputes, the date the dispute arises during the **period of insurance** following the issue of an assessment, written decision or notice of a civil penalty.

- (d) For **insured incident Legal Defence 5. Statutory notice appeals**, the date when the **insured person** is issued with the relevant notice and has the right to appeal

employee

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

employer compliance dispute

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

insured incident

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

insured person

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

period of insurance

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

preferred law firm or tax consultancy

A law firm, barristers' chambers or tax expert **we** choose to provide legal or other services.

These specialists are chosen as they have the proven expertise to deal with the **insured person's** claim and must comply with **our** agreed service standard levels, which **we** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**

reasonable prospects

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

tax enquiry

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

- (i) includes a request to examine any aspect of **your** books and records; or
- (ii) advises of a check of **your** whole tax return

VAT dispute

A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to **your** VAT affairs

Section 6: Legal Expenses

continued

we, us, our, DAS

DAS Legal Expenses Insurance Company Limited

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

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

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

Helping you with your legal problems

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

Making a claim

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

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

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

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

What we will pay

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

1. the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is shown as the limit of indemnity in the **schedule**
2. the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm** or **tax consultancy**. The amount **we** will pay a **law firm** (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
3. in respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist

4. for an enforcement of judgment to recover **money** and interest due to **you** after a successful claim under this section, **we** must agree that **reasonable prospects** exist, and
5. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award
6. in respect of **Legal Defence 6. Jury service and court attendance** the maximum **we** will pay is the insured person's net salary or wages for the time that the **insured person** is absent from work less any amount the court or tribunal pays.

What we will not pay

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

Insured Incidents We Will Cover:

Legal Defence

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

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

What is not covered

A claim related to the following:

1. any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs.
 2. prosecution due to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.
2. **Criminal prosecution defence**
Following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction. Provided that: For claims relating to the Health and Safety at Work etc Act 1974 the **countries covered** shall be any place where the Act applies.

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

What is not covered

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

Section 6: Legal Expenses

continued

3. Data protection

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

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

Provided that:

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

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

What is not covered

A claim relating to the following:

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

4. Wrongful arrest

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

5. Statutory notice appeals

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

What is not covered

A claim relating to the following:

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

6. Jury service and court attendance

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

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

The maximum **we** will pay is the **insured person's** net salary

or wages for the time that they are absent from work less any amount **you**, the court or tribunal, have paid them.

Property Protection

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

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

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

What is not covered

A claim relating to the following:

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

Personal Injury

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

What is not covered

Any claim relating to the following:

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

Tax Protection

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

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

Section 6: Legal Expenses

continued

Provided that:

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

What is not covered

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

What is not covered by this Section

1. Any claim reported to **us** more than 180 days after the date the **insured person** should have known about the **insured incident**.
2. **Costs and expenses** incurred before **our** written acceptance of a claim.
3. Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority, other than compensation awards as covered under **insured incidents Employment Disputes and Compensation Awards** and **Legal Defence**.
4. Legal action an **insured person** takes which **we** or the **appointed representative** have not agreed to, or where the **insured person** does anything that hinders **us** or the **appointed representative**.
5. Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
6. Any claim relating to rights under a franchise or agency agreement entered into by **you**.
7. Any **insured incident** deliberately or intentionally caused by an **insured person**.
8. A dispute with DAS Legal Expenses Insurance Company Limited and/or Coved Insurance plc not otherwise dealt with under Condition 8.
9. Any claim relating to a shareholding or partnership share in the **business** shown in the **schedule**.
10. **Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
11. Any claim where either at the start of or during the course of a claim, **you**:
 - (a) are declared bankrupt
 - (b) have filed a bankruptcy petition

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

12. Any claim relating to written or verbal remarks that damage the **insured person's** reputation.
13. Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
14. Any claim where an **insured person** is not represented by a law firm, barrister or tax expert.

Conditions which apply to the whole Section

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

Section 6: Legal Expenses

continued

claim in their name. An **insured person** must allow **us** to pursue at **our** own expense and for their benefit, any claim for compensation against any other person and an **insured person** must give **us** all the information and help **we** need to do so.

4. (a) An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this.
(b) An **insured person** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay **us** any amounts that are recovered.
5. If the **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses the **appointed representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed representative**.
6. If an **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim any **costs and expenses** **we** have paid.
7. **We** may require **you** to get, at **your** own expense, an opinion from an expert, that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.
8. If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure **you** can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from www.financial-ombudsman.org.uk)
If **your** dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between **you** and **us** or may be paid by either **you** or **us**.
9. An **insured person** must:
 - (a) keep to the terms and conditions of this section
 - (b) take reasonable steps to avoid and prevent claims
 - (c) take reasonable steps to avoid incurring unnecessary costs
 - (d) send everything **we** ask for in writing, and
 - (e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.
10. If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.
11. This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **your business** is registered. Otherwise the law of England and Wales applies.

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

Data Protection

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

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

WHO WE ARE

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

HOW WE WILL USE YOUR INFORMATION

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

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

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

WHAT IS OUR LEGAL BASIS FOR PROCESSING YOUR INFORMATION?

It is necessary for **us** to use the **insured person's** personal

Section 6: Legal Expenses

continued

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

HOW LONG WILL YOUR INFORMATION BE HELD FOR?

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

WHAT ARE YOUR RIGHTS?

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

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

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

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

Or via Email: dataprotection@das.co.uk

How to make a complaint

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

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

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

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

You can contact them by:

- phoning **0800 023 4567** (free from mobile phones and

landlines) or **0300 123 9123**

- emailing complaint.info@financial-ombudsman.org.uk
- writing to **The Financial Ombudsman Service, Exchange Tower, London E14 9SR**

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

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

About DAS

DAS Head and Registered Office:

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

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

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

Financial Services Compensation Scheme

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

DAS Law Limited Head and Registered Office:

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

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

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

INSURED BY

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

www.coveainsurance.co.uk

ARRANGED BY

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

www.lansdowninsurance.com