

COVER SECURE



Exclusively arranged by



Cover-Secure Property Protection - Key Facts Summary



What happens if I take out cover and then change my mind?

You may cancel the policy within 14 days from the date your policy begins or from the date you receive your policy document, whichever is the latter, and receive a full refund of premium.

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.

How long will I be covered for?

The policy operates for a period of 12 months (unless shown differently on your schedule) and it is annually renewable.

How do I make a claim?

Full details of how to make a claim are given in your policy on page 5. In all cases you should telephone your professional adviser as soon as possible, or us on 0845 676 9989 with details of what has happened.

How do I make a complaint?

If you have a complaint under this policy (other than for Legal Expenses), you or your professional adviser should contact us at:

The Customer Services Manager
Sterling Insurance Company Limited
50 Kings Hill Avenue
Kings Hill
West Malling
Kent ME19 4JX

or telephone us on: 0845 271 1290

or e-mail us on: info@sterlinginsurancegroup.com

If you remain dissatisfied you may, under certain circumstances, refer your complaint to The Financial Ombudsman Service and following this procedure will not affect your legal rights.

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How do I make a complaint? Cont...

If you have a complaint regarding the Legal Expenses sub-section, you or your professional adviser should contact:

The Customer Relations Department
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol BS1 6NH
Telephone: 0117 934 0066
Email: customerrelations@das.co.uk

If you remain dissatisfied you may, under certain circumstances, refer your complaint to The Financial Ombudsman Service and following this procedure will not affect your legal rights. Details of the internal complaint-handling procedure for any of the above are available on request. Full details of our complaints procedure will be found in your policy documentation.

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Policy Covers

The key features for each section of the policy are as follows (*please refer to your policy wording for full details*):

Property Damage Section

Significant Features and Benefits	Significant Exclusions and Limitations
<p>All Risks cover on your buildings and contents at the premises.</p> <p>Capital additions – automatic cover for alterations, additions and improvements made to your property</p> <p>Debris removal costs – the cost of debris removal of the damaged property up to the sum insured</p> <p>Exhibitions – covers property whilst at exhibitions including transit anywhere within Europe up to £10,000 any one claim</p> <p>Theft of fixed fabric of the building - covers theft of the fixed fabric of the building, including fixed external CCTV equipment and security lighting up to £10,000 any one period of insurance</p> <p>Landscaping costs - covers the cost, up to £5,000 any one claim of reinstating damage to the landscaped gardens and grounds back to their original appearance following damage at the premises</p> <p>Loss of metered gas and water - covers gas and water charges incurred as a consequence of damage up to £10,000 any one claim</p>	<ul style="list-style-type: none"> • 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 • animals and growing crops • jewellery, precious stones, bullion, furs, explosives or contraband • overhead electrical and telecommunication transmission and distribution lines, overhead transformers • vehicles required to be licensed for road use, caravans, trailers, railway locomotives or rolling stock, watercraft, aircraft or spacecraft • property and structures in course of demolition, construction or erection • moveable property in the open, fences, gates, vegetation, lawns and shrubs in respect of damage caused by wind, rain, hail, sleet, snow, flood, dust or falling trees • theft or attempted theft or malicious damage to property in a garden, yard, open space or any open fronted or open sided building • property insured at any premises that are unoccupied unless they are notified to us and we agree to continue cover • storm, flood, leakage of oil or water to property stored in any outbuilding or basement following bursting or overflowing of oil or water tanks, apparatus or pipes or from any automatic sprinkler installation • over-running of any electrical machine or apparatus or component by excessive pressure, short-circuiting or self-heating not resulting in fire • explosion caused by or consisting of the bursting of a non domestic boiler or other steam vessel • changes in the water table level • falling trees caused by felling or lopping • subsidence, ground heave or landslip • wear, tear or depreciation or diminution in value • collapse or cracking of buildings • inherent vice, latent defect, defective design, plan or specification or the use of faulty materials • faulty or defective workmanship operational error or omission • marring, scratching, denting or mechanical or electrical defect, failure, breakdown or derangement • gradually operating causes, wet or dry rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests, • any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, installation, testing, commissioning, alteration or maintenance • use of any article contrary to manufacturers' instructions • change in temperature colour, flavour or finish • equipment breakdown (see Equipment breakdown Section) • the excess

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Property Damage Section Continued...

Significant Features and Benefits	Significant Exclusions and Limitations
<p>Additional costs of construction energy efficiency – additional rebuild costs incurred in order to comply with the EC Directive on Energy Performance on Buildings 2002/91 up to £10,000</p> <p>Theft damage to the premises – covers damage to the buildings not owned by you or insured by this policy resulting from theft or attempted theft up to £10,000</p> <p>Theft of keys - covers the cost of replacing locks and keys following their theft up to £2,500 any one claim</p> <p>Tobacco and alcohol - cover for tobacco, cigarettes, cigars, wines and spirits kept solely for entertainment purposes up to £500 any one claim</p> <p>Trace and access - covers the cost of locating the source of escaped water or oil from any fixed installation and making good of damage up to £10,000 any one claim</p> <p>Glass – covers damage to fixed glass up to £25,000 any one claim</p> <p>Architects' and surveyors' fees - cover includes the cost of architect's, surveyor's, managing agent's, legal and consulting engineer's professional fees incurred following a loss</p> <p>Contract purchaser - cover for buildings in the period between exchange of contract and completion</p> <p>Contract price - allows for the selling price of the goods to be used, providing a contract exists between the insured and their buyer</p> <p>Inflation protection – your sums insured are automatically index linked at renewal in accordance with the ABI House Rebuilding Cost Index</p>	<ul style="list-style-type: none"> • loss, destruction or damage by theft or attempted theft from any unattended vehicle unless <ul style="list-style-type: none"> a) all windows and other openings have been closed, all doors have been secured and any other protective devices put into full and effective operation b) any property insured by this section is secured in the locked boot or closed glove compartment; (the luggage space at the rear of an estate car or hatchback under the top cover and out of view is deemed to be a locked boot) • any unattended vehicle owned or operated by you overnight or after the completion of any working day of the driver unless all windows and other openings have been closed and the vehicle is locked and garaged in a secure building • any unattended building unless all security devices are put into full and effective operation and such theft or attempted theft involves forcible and violent entry to or exit from the building <p>Condition Precedent to Liability</p> <p>In respect of refrigerated medicines or stock contained in any refrigeration unit there must be in force a manufacturer's guarantee or a maintenance contract for any refrigeration unit which does not have hermetically sealed motors and compressors.</p>

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Business Interruption Section

Significant Features and Benefits	Significant Exclusions and Limitations
<p>Loss resulting from interruption of or interference with the business in consequence of damage occurring at the premises and including:</p> <p>Estimated Gross Rent Receivable – provides cover up to the amount shown on the schedule (limit of indemnity up to 133.33%)</p> <p>Book debts – provides cover for up to £50,000 for outstanding debit balances</p> <p>Additional Increase in Cost of Working Increased Cost of Working Only</p>	<p>any interruption of or interference with the business in the absence of insured damage (other than compulsory closure)</p>

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Specified All Risks Section

Significant Features and Benefits	Significant Exclusions and Limitations
<p>All Risks cover on specified items at the premises or elsewhere as shown in the schedule</p>	<p>loss, destruction or damage by theft or attempted theft from any unattended vehicle unless</p> <ul style="list-style-type: none"> a) all windows and other openings have been closed, all doors have been secured and any other protective devices put into full and effective operation b) any property insured by this section is secured in the locked boot or closed glove compartment; (the luggage space at the rear of an estate car or hatchback under the top cover and out of view is deemed to be a locked boot) <ul style="list-style-type: none"> • any unattended vehicle owned or operated by you overnight or after the completion of any working day of the driver unless all windows and other openings have been closed and the vehicle is locked and garaged in a secure building • any unattended building unless all security devices are put into full and effective operation and such theft or attempted theft involves forcible and violent entry to or exit from the building <p>breakage of brittle articles unless forming part of photographic equipment</p>

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Money Section

Significant Features and Benefits	Significant Exclusions and Limitations
<p>We will cover loss of non negotiable money up to £250,000 and cash and other negotiable money:</p> <ul style="list-style-type: none"> • in transit or in a bank night safe • on premises during business hours • on premises - out of business hours in a locked safe • on premises - out of business hours not in a locked safe • your home or home of authorised employee <p>Safes – covers the cost of repair or replacement following theft or attempted theft of safes, franking machines or money carrying equipment</p> <p>Credit Card – provides cover following the fraudulent use by any unauthorised person within the territorial limits of credit or debit cards used by the business</p> <p>Personal Assault – covers and your employees aged between 16 and 70 years for bodily injury following a robbery or hold up:</p> <ul style="list-style-type: none"> • Death £10,000 • Loss of limb £10,000 • Loss of sight £10,000 • Permanent total disablement £10,000 • Temporary total disablement £100 per week • Personal Effects £250 per employee 	<ul style="list-style-type: none"> • clerical or accounting errors or shortages due to error or omission • any loss due to the fraud or dishonesty of any director, partner or employee unless the loss is discovered within seven working days of its occurrence • loss caused by dishonoured cheques or by the use of counterfeit money • loss from any unattended vehicle • loss from any coin-operated vending, gaming or amusement machine or payphone unless specially agreed as insured and stated in the schedule • damage caused by theft or attempted theft occurring outside business hours to any till or cash register unless its drawer has been left in an open position • losses not directly associated with the incident that caused you to claim <ul style="list-style-type: none"> • Money in transit will be accompanied by not less than two responsible adult employees whenever it exceeds £2,500 at any one time and not more than £2,500 will be carried by any one employee • the excess • cover for bodily injury under the Personal Assault section where the injured party was under the influence of or being affected by intoxicating liquor or drugs except any drugs taken in accordance with proper medical prescription <p>Condition Precedent to Liability</p> <p>You shall keep a complete account of all money in transit and on the premises and keep the record in a secure place (other than in any safe containing the money). During business hours any safe shall be kept locked when not in use and outside of business hours any safe shall be kept locked and its keys removed from the premises</p>

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Property Owners Liability Section

Significant Features and Benefits	Significant Exclusions and Limitations
<p>Covers damages for which you are legally liable to pay in respect of accidental bodily injury to any person, accidental loss of or damage to material property or accidental obstruction, trespass or nuisance arising from the ownership of the premises.</p> <p>Maximum amount payable - £2,000,000 in respect of any one claim or series of claims arising out of one cause</p> <p>Corporate Manslaughter – provides cover for legal costs and expenses incurred with our consent and prosecution costs awarded against you in the defence of criminal proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of a fatality</p> <p>Cross Liabilities – Where there is more than one person named as the insured the cover will apply separately but will not exceed the maximum amount payable</p> <p>Defective Premises Act 1972 – provides cover for defects in business premises or land which have been disposed of by you</p>	<p>bodily injury to any employee</p> <p>legal liability under a contract unless legal liability would attached in the absence of such contract</p> <p>finer, penalties or liquidated, punitive or exemplary damages</p> <p>pollution or contamination unless caused by a sudden identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place.</p>

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Legal Expenses

In the areas below we will resolve an insured legal problem either ourselves or through external lawyers.

This sub-section of your policy is a Legal Expenses Insurance contract which will pay legal costs up to £100,000 per insured incident including solicitors and barristers' fees, court costs, expenses for expert witnesses, attendance expenses and accountants fees. We will pay the costs of appealing or defending an appeal.

Cover under this sub-section is underwritten by DAS Legal Expenses Insurance Company Limited.

In civil claims it must always be more likely than not that the insured person will recover damages or make a successful defence.

Costs incurred before we agree to help an insured person are not covered

Significant Features and Benefits	Significant Exclusions and Limitations
<p>Employment Disputes and Compensation Awards If your business faces an employment dispute, court or tribunal proceedings from a past, present or prospective employee we will pay legal costs incurred in defending your position. Should your business face the risk of losing a case and being ordered to pay awards of compensation at a tribunal, we will cover the business against costs</p>	<p>Personal injury claims are excluded Loss/damage to property is excluded In respect of compensation awards, our advice must be sought and followed Total Compensation Awards payable shall not exceed £1,000,000 in any one period of insurance</p>
<p>Legal Defence We will pay the cost incurred in defending the business or its employees if:</p> <ul style="list-style-type: none"> • It is alleged that a criminal offence has been committed; or • A civil action is taken for compensation under section 13 of the Data Protection Act 1998 arises, including any resulting compensation award; or • A civil action is taken against you for wrongful arrest in respect of an allegation of theft; or <ul style="list-style-type: none"> • A civil action is taken against the trustee of a pension fund set up for the benefit of the businesses employees <p>The cover also extends to appeals against the refusal of the Information Commissioner to register the businesses application for registration.</p> <p>We will pay the attendance expenses of an employee for jury service</p>	<p>Motoring prosecutions are excluded</p>
<p>Contract Disputes We will negotiate for your legal rights in a contractual dispute arising from an agreement or alleged agreement entered into by you for the purchase, hire, sale or provision of goods or services</p>	<p>The amount in dispute must exceed £250 A £500 excess applies if the amount in dispute exceeds £5000</p> <p>We will not cover any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this sub-section if the date of occurrence is within the first 90 days of the indemnity of this subsection</p>

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Legal Expenses Continued...

Significant Features and Benefits	Significant Exclusions and Limitations
<p>Property Protection We will pay legal costs to negotiate on behalf of your business:</p> <ul style="list-style-type: none"> • following any event causing actual damage; or • following nuisance or trespass <p>relating to material property which owned by your business or for which your business is responsible</p>	<p>Contracts entered into are excluded Goods in transit, lent or hired out by you are excluded Goods not at your premises, unless you are using them, are excluded</p> <p>Damage to, or caused by, motor vehicles are excluded</p>
<p>Bodily Injury At your request, we will pay legal costs to pursue the legal rights of an insured person to recover damages following bodily injury to, or the death of, an insured person or their family members' in a non-motor accident</p>	<p>Incidents where a specific or sudden accident is not the cause are excluded Any injury caused by a motor vehicle is excluded</p>
<p>Tax Protection We will pay the cost of negotiating for your businesses rights or representation in appeal proceedings if any of the following tax problems arise:</p> <ul style="list-style-type: none"> • a full or aspect enquiry • a dispute arising from a review of your compliance with Pay As You Earn or Social Security Regulations • an assessment in respect of value added tax • a tax intervention enquiry 	<p>Tax avoidance schemes are excluded</p> <p>A £2000 limit and £200 excess applies for each aspect and tax intervention enquiry</p>
<p>24 Hour Helplines</p> <ul style="list-style-type: none"> • Eurolaw Legal Advice on any commercial legal problem affecting the business • Commercial tax advice • Business Assistance – We can arrange to call our a contractor to fix the problem in the event of an emergency affecting the business premises • Counselling service – Our qualified counsellors provide support in dealing with worrying problems • Access to the DAS Employment manual offering guidance on employment law • Access to the DAS Businesslaw website with a range of letters, articles and reference information as well as interactive document builders 	<p>Subject to EU and UK law</p> <p>Subject to UK law The contractor's charges are your responsibility</p>

Making a Claim

To make a claim under your legal expenses insurance please telephone DAS on **0117 934 0192**. We will ask you about your legal dispute and if necessary call you back at an agreed time to give you legal advice. If your dispute needs to be dealt with as a claim under this sub-section, we will provide you with a claim reference number. At this point we will not be able to confirm that you are covered but we will pass the information you have given us to our claims handling teams and explain what to do next.

If you would prefer to report your claim in writing please send it to the Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH or email your claim to us at newclaims@das.co.uk