

# COVER SECURE



Exclusively arranged by



# Cover – Secure

## Property Protection Policy

### Introduction

Thank you for insuring your business with Sterling Insurance Company Limited.

Please keep this policy in a safe place since it contains important information about your insurance protection.

You should check the policy schedule carefully. It shows those sections under which you are covered. We will issue a replacement schedule if you change your cover in the future.

### Our promise of satisfaction and service

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.

If you want to cancel this policy you should write to us at: Sterling Insurance Company Limited, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX.

### Disclosure

It is most important that you tell us of any material change in your circumstances which may affect this insurance cover. Material facts can have an effect on what you are covered for and how much you pay. If you are not sure whether something is important, please tell us anyway, since a failure to disclose a material fact relevant to this insurance could result in your cover being invalid. We recommend that you keep a copy or a record of all information you give to us.

### Confidentiality

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

### Financial Services Authority

Sterling Insurance Company Limited is authorised and regulated by the Financial Services Authority. It appears on the Financial Services Authority's register under number 202012.

### Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Further information is available from the Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portoken Street, London E1 8BN. Telephone: 0207 892 7300 or at [www.fscs.org.uk](http://www.fscs.org.uk)

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## Basis of the Contract

Your Executive Business policy is evidence of the contract which you have made with us.

### What forms your contract of insurance?

the application for insurance completed by you or on your behalf (proposal form, Statement of Fact or electronic application);  
any declaration signed by you in connection with the above;  
any written information supplied by you supplementary to the proposal form, Statement of Fact or electronic application;  
any quotation or confirmation of cover letter;  
any document issued by us setting out any conditions that will apply to your policy;  
any document stating that this policy of insurance has been issued subject to certain outstanding items and/or actions by you or us;  
the policy, schedule, memoranda, endorsements and warranties.

**Please note** that information contained on your website is not regarded as information supplied by you and does not form part of the contract of insurance unless we have specifically agreed to include it.

Please refer to the "Definitions" in the policy. These will tell you what words or expressions have specific meanings wherever they appear in bold throughout the policy.

Where a statute is referred to in this policy, this will also include any later amendments or replacements of it.

This policy, schedule and any endorsements should be read together as one document.

We will insure you in accordance with the policy terms, conditions, endorsements and memoranda in respect of the operative sections or sub-sections as shown in the schedule against loss, damage or legal liability occurring during any period of insurance for which you have paid or agreed to pay a premium.



John Blundell  
Managing Director  
Sterling Insurance Company Limited  
Registered in England and Wales No. 00498605  
Registered Office: Ambassador House, Paradise Road, Richmond upon Thames, Surrey TW9 1SQ

# Executive Business Assistance

## Helplines

These Helpline services are provided 24 hours a day, seven days a week by DAS Legal Expenses Insurance Company Limited. To help check and improve service standards, all calls will be recorded.

### EUROLAW COMMERCIAL LEGAL ADVICE

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.

### TAX ADVICE

This will give you confidential advice over the phone on any tax matters affecting your business, under the laws of the United Kingdom.

### BUSINESS ASSISTANCE

In the event of an unforeseen emergency affecting your premises which causes damage or potential danger, we will contact a suitable repairer or contractor and arrange assistance on your behalf. All costs of assistance provided are your responsibility.

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

### COUNSELLING

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

**To contact the counselling helpline, 'phone 0117 934 2121. These calls are not recorded.**

***DAS will not accept responsibility if the Helpline Services fail for reasons they cannot control. Please do not 'phone these numbers to report a general insurance claim.***

### GLASS BREAKAGE

**0800 47 47 47**

A 24 hour Helpline operated by Solaglas Windowcare 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 less the excess.

## Executive Business Assistance

### Claims Procedure

If you need to make a claim under this policy (other than under the Legal Expenses Section) please contact your professional adviser or call us on **0845 676 9989**.

To ensure we maintain a high quality service, we may monitor or record telephone calls.

From the moment you or your professional adviser calls, we will take full responsibility for dealing with your claim. When you telephone please ensure you have your policy number and details of the claim to hand.

We will:

- confirm whether the event is insured
- if necessary, arrange for a loss adjuster to contact you
- give you advise on how your claim will be dealt with and any excess you may have to pay.

In most cases you will need to complete a claim form.

If we cannot settle immediately, your claim will be under the personal control of a nominated claims handler who will manage the whole claim and will act as your point of contact. We will give you regular progress reports and settle your claim as fairly and promptly as possible.

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

## Assistance

### Advice and Services

#### Customers with a disability

In accordance with the Disability Discrimination Act 1995 we are able to provide, upon request, a textphone facility, 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.

#### 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.

Our surveyors are direct employees of Sterling and they will ensure that confidentiality of all matters discussed is maintained at all times.

#### Complaints Procedure

We are committed to giving you a first class service at all times and will make every effort to meet the high standards we have set. If you feel we have not attained the standard of service you would expect or you are dissatisfied in any other way, then this is procedure that you should follow:

If you have a complaint under this policy (other than for Legal Expenses or Loss Recovery Insurance), 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](mailto:info@sterlinginsurancegroup.com)

If you remain dissatisfied you may, under certain circumstances, refer your complaint to:

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Telephone: **0845 080 1800**

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

Please note the Financial Ombudsman Service will only normally consider a complaint once we have issued a final decision.

Following this procedure will not affect your legal rights.

The complaints procedures for Legal Expenses and Loss Recovery Insurance are set out within those sections of the policy.

## Definitions

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

<b>act of terrorism</b>	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 of an unlawful act dangerous to human life, property or infrastructure, or theft 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
<b>annual gross rent receivable</b>	the <b>gross rent receivable</b> during the twelve months immediately before the date of the <b>damage</b>
<b>annual gross revenue</b>	the <b>gross revenue</b> during the twelve months immediately before the date of the <b>damage</b>
<b>annual turnover</b>	the <b>turnover</b> during the twelve months immediately before the date of the <b>damage</b>
<b>bodily injury</b>	death, injury, illness, disease or shock
<b>buildings</b>	the building or buildings stated in the <b>schedule</b> including  outbuildings walls, gates and fences around the building and belonging to <b>you</b> permanent fixtures and fittings including alarms systems car parks, driveways, paths, steps and roadways 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 and sub-stations underground services  on the <b>premises</b> or extending to the perimeter of the <b>premises</b> and for which <b>you</b> are legally responsible
<b>business</b>	the business as stated in the <b>schedule</b> including the provision and management of catering, social, sports, educational and welfare facilities for the benefit of <b>employees</b> , first aid, medical, ambulance, fire and security services and maintenance of the <b>premises</b>
<b>business hours</b>	the period during which the <b>premises</b> are occupied by <b>you</b> or <b>your</b> authorised <b>employees</b> for the purposes of the <b>business</b>
<b>computer equipment</b>	computer or other data processing equipment, including media and other items used in conjunction with such equipment
<b>damage</b>	loss, destruction or damage unless otherwise excluded
<b>employee</b>	in connection with <b>your business</b> any person under a contract of service or apprenticeship to <b>you</b> 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 <b>you</b> Voluntary workers
<b>excess</b>	the amount for which <b>you</b> will be responsible and which will be deducted from each and every claim
<b>gross profit</b>	the amount by which the sum of the <b>turnover</b> and the amount of the closing <b>stock</b> shall exceed the sum of the amount of the opening <b>stock</b> and the amount of the specified working expenses
<b>gross rent receivable</b>	the <b>money</b> paid or payable to <b>you</b> for accommodation and services provided (including service charges) at the <b>premises</b>

<b>gross revenue</b>	the <b>money</b> paid or payable to <b>you</b> for work done and services rendered in the course of the <b>business</b>
<b>indemnity period</b>	the period beginning with the date of <b>damage</b> and lasting for the period during which <b>your business</b> is affected as a result of the <b>damage</b> , but not longer than the <b>maximum indemnity period</b> shown in the <b>schedule</b>
<b>intruder alarm installation</b>	the component parts of the alarm including the means of communication used to transmit signals
<b>keyholder</b>	<b>you</b> or any person or keyholding company authorised by <b>you</b> , who is available at all times to accept notification of faults or alarm signals relating to the intruder alarm installation and attend and allow access to the <b>premises</b>
<b>loss of limb</b>	total loss of one or more limbs at or above the wrist or ankle or total and permanent loss of use of any entire limb
<b>loss of sight</b>	total and irrecoverable loss of sight in one or both eyes
<b>maximum indemnity period</b>	the period shown in the <b>schedule</b>
<b>money</b>	current currency, crossed and uncrossed bankers drafts, national giro drafts and payment orders, postal and money orders, dividend warrants and cheques other than pre-signed blank cheques, travellers cheques, national savings stamps and certificates, bus and rail travel cards and passes, telephone cards, current postage stamps and unused postal franking machine units, luncheon vouchers, gift tokens, trading stamps, national insurance stamps and stamped or impressed national insurance cards, holiday with pay stamps, premium bonds, VAT purchase invoices, credit card, cheque card and debit card sales vouchers, savings stamps, consumer redemption vouchers and National Lottery 'Instants' and other scratch cards, all pertaining to the <b>business</b> and belonging to <b>you</b> or for which <b>you</b> are legally responsible
<b>non negotiable money</b>	crossed cheques, postal orders, money orders, bankers drafts, national giro drafts, payment orders, dividend warrants, national savings certificates, unused postal franking machine units, stamped or impressed national insurance cards, holiday with pay stamps, premium bonds, VAT purchase invoices, credit and debit card sales vouchers and consumer redemption vouchers
<b>notifiable human infectious or contagious disease</b>	those diseases notifiable under the Public Health (Infectious Diseases) Regulations, 1988, namely: Acute encephalitis, Acute poliomyelitis, Anthrax, Cholera, Diphtheria, Dysentery, Food poisoning, 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, <b>Hepatitis A, Hepatitis B, Hepatitis C</b> , Whooping cough, Yellow fever. No other disease shall be added to the above list without <b>our</b> prior written consent.
<b>operative time</b>	anytime or such other period of time as may be stated in the <b>schedule</b>
<b>outstanding debit balances</b>	the individual amounts owed to <b>you</b> by <b>your</b> customers and shown as outstanding in <b>your</b> records, after adjustment for bad debts, abnormal trading conditions and debit/credit amounts not passed through <b>your</b> books during the period between the last record and the date of the <b>damage</b>
<b>overnight</b>	between the hours of 21.00 and 06.00
<b>period of insurance</b>	the period stated in the <b>schedule</b>
<b>permanent total disablement</b>	injury not resulting in death or loss of limbs or eyes which results in the permanent inability of the <b>insured person</b> to engage in any gainful employment
<b>personal effects</b>	personal possessions normally worn, carried by, on or about the person, clothing, tools and pedal cycles not otherwise insured, belonging to <b>your</b> directors, partners, <b>employees</b> , customers and visitors
<b>pollution or contamination</b>	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
<b>premises</b>	the <b>buildings</b> and the land inside the boundary of the risk address stated in the <b>schedule</b> occupied by <b>you</b> for the purpose of the <b>business</b>
<b>products</b>	any goods, including containers, packaging, labelling and instructions for use, sold, supplied, processed, delivered, installed, tested, repaired, serviced, altered, treated or hired out by <b>you</b> in connection with the <b>business</b> and no longer in <b>your</b> possession or control

<b>rate of gross profit</b>	the rate of gross profit earned on the <b>turnover</b> during the financial year immediately before the date of the <b>damage</b>
<b>responsible person</b>	<b>you</b> or any person authorised by <b>you</b> to be responsible for the security of the building
<b>schedule</b>	this provides details of <b>you</b> , the <b>period of insurance</b> , the <b>operative sections</b> of the policy and the sums insured and limits which apply and specifies any endorsements which amend the standard policy wording
<b>specified stock</b>	stock of tobacco, cigarettes, cigars, wines, spirits, jewellery, watches, precious metals and stones, non-ferrous metals, compact discs, audio, television and photographic equipment, <b>computer equipment</b> and clothing owned by <b>you</b> or for which <b>you</b> are legally responsible
<b>standard gross revenue</b>	the <b>gross revenue</b> during that period in the twelve months immediately before the date of the <b>damage</b> which corresponds with the <b>indemnity period</b>
<b>standard turnover</b>	the <b>turnover</b> during that period in the twelve months immediately before the date of the <b>damage</b> which corresponds with the <b>indemnity period</b>
<b>stock</b>	stock and materials in trade including raw materials work in progress finished goods goods in trust owned by <b>you</b> or for which <b>you</b> are legally responsible for the purposes of the <b>business</b> excluding <b>specified stock</b>
<b>temporary total disablement their usual</b>	injury resulting in the temporary and absolute inability of the <b>insured person</b> to engage in gainful employment
<b>tenant's improvements</b>	improvements, alterations and decorations which have been undertaken to the <b>buildings</b> either by <b>you</b> or a previous occupier, as tenant and for which <b>you</b> are legally responsible as occupier and not as owner
<b>territorial limits</b>	Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
<b>trade contents</b>	the following property used solely in connection with <b>your business</b> , belonging to <b>you</b> or for which <b>you</b> are legally responsible and kept at the <b>premises</b>  machinery, plant, trade and office furniture fixtures, fittings, blinds and signs all other contents including <b>personal effects</b>  not including motor vehicles, <b>money</b> , <b>electronic equipment</b> , <b>stock</b> , <b>specified stock</b> , <b>tenants improvements</b> and glass
<b>turnover</b>	the <b>money</b> paid or payable to <b>you</b> for <b>products</b> supplied and services rendered in the course of the <b>business</b>
<b>unattended vehicle</b>	any vehicle left without <b>you</b> , an <b>employee</b> of <b>yours</b> or a responsible adult authorised by <b>you</b> , in attendance
<b>uninsured working expenses</b>	the expenses shown below which are considered to vary directly with the <b>turnover</b>  purchases of materials less discounts received carriage, packing and freight bad debt discounts allowed
<b>United Kingdom</b>	England, Scotland, Wales and the Isle of Man
<b>unoccupied</b>	empty, vacant or no longer used for a period of more than thirty consecutive days
<b>vehicle</b>	any road vehicle including trailers and containers
<b>verified</b>	checked for accuracy and integrity to ensure a precise match with the source data and capable of restoration
<b>we, us, our</b>	Sterling Insurance Company Limited other than where stated in the <b>schedule</b>
<b>working day of the driver</b>	the period in any day during which a <b>vehicle</b> is being used for purposes in connection with the <b>business</b>
<b>worldwide</b>	anywhere in the world
<b>you, your, yours</b>	the person, persons or company named as the Insured in the <b>schedule</b> .

## General Conditions

Applicable to all sections

### Avoidance of policy

This policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material fact.

### Cancellation

**You** may cancel this policy by giving written instructions to **us**.

**We** may cancel this policy or any section by sending a recorded delivery letter to **your** last known address, giving 7 days notice.

**You** may cancel the policy within 14 days from the date **your** policy begins or from the date **you** receive this policy document, whichever is the latter, returning the policy document and **schedule**, 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.

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**

will stop applying for **your** monthly premium

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 fail to pay any of those instalments, **we** reserve the right to cancel the policy.

### Change in risk

**You** must give immediate notice to **us** of any change in circumstances which may increase the possibility of loss, damage, accidental **bodily injury** or liability covered by this policy, including (but not limited to)

**your** interest ceasing other than by death or

the **business** being wound up or carried on by a liquidator or receiver or permanently discontinued or

any alteration being made either in the **business** or in the **premises** or in any property or in any other circumstances.

Failure to do so could result in your policy being invalid.

### 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 insured property 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 details and evidence **we** may reasonably require

take all reasonable steps to mitigate the extent of any loss or 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 shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this policy. This shall not affect any right or remedy of a third party that exists or is available apart from that Act.

### Data Storage

It is a condition of this policy that

- 1) all computer and other electronic data carrying systems shall
  - a. have each days work backed up at the close of business
  - b. have the entire system backed up every four weeksand such duplicate records shall be stored in accordance with any conditions that may have been agreed with **us**.
- 2) all transparencies, negatives, original and finished artwork shall be kept in fire proof storage cabinets approved by **us**, when not being worked upon.

### Death of the Insured

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

### Excess clause

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

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

### Fraud

If any claim is fraudulent in any respect or fraudulent means are used to obtain benefit under this policy or if any damage is caused by **you** or anyone acting on **your** behalf resulting from a wilful act or with **your** or their connivance all benefits under this policy will be forfeited from the date of the incident or circumstances in respect of which the fraudulent claim is made.

For the purposes of this Fraud Condition, the definition of '**you, your**' shall also include:

- any Director or Partner of the company
- any spouse or partner of any Director or Partner of the company
- any spouse or partner of any person named as the Insured in the **schedule**.

### 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 loss, 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 loss, 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 loss, destruction, damage, accident or **bodily injury**
- keep the **premises, buildings** and other maintainable property which is insured by this policy in a satisfactory state of repair
- comply with all relevant statutory requirements and other regulations imposed by any authority and manufacturers' recommendations all relating to the use inspection and safety of property and the safety of persons
- as soon as possible after discovery, cause any defect or danger to be made good or remedied and in the meantime shall cause such 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** shall 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 loss or 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 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 be removed from the **premises** whenever the **premises** are closed for **business** or left unattended
- fire break doors and shutters in the **buildings** be maintained in efficient working order and that the openings protected by such doors and shutters be kept clear of obstruction at all times and that all such doors and shutters other than those fitted with fusible links be kept closed except during **business** hours
- alterations or additions to or changes in or removal of security devices be advised to **us** immediately in writing.

### Subjectivity

This policy, the proposal form or statement of fact incorporating the declaration signed by **you**, and the **schedule**, should be read together and form the contract of insurance between **you** and **us**.

- (a) **We** will clearly state in the **schedule** if the cover provided by this policy is subject to **you**
  - (i) providing **us** with any additional information requested by a required date(s)
  - (ii) completing any actions agreed between **you** and **us** by a required date(s)
  - (iii) allowing **us** to complete any actions agreed between **you** and **us**.
- (b) 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

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

- (i) **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
- (ii) **we** may at **our** option exercise **our** right under the General Cancellation Condition 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.

**Underinsurance**

If at the time of any loss, destruction or 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 shall bear a proportionate share of the loss.

**Warranty**

Every warranty shall, from the time the warranty attaches, apply and continue to be in force during each subsequent **period of insurance**. Non-compliance with any such warranty in so far as it increases the risk of **damage** or accidental **bodily injury** shall be a bar to any claim for such **damage** or accidental **bodily injury**.

# General Exclusions

## What you are not covered for

### 1. Applicable to all Sections

**We** will not pay for loss, destruction or 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 loss or damage which is otherwise covered by **your** policy is nevertheless insured

### 2. Applicable to all Sections other than Liability

**We** will not pay for loss, destruction or damage to the 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 loss, destruction, 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 Business Interruption 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

#### Theft by Principals

Caused by 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

#### Vacant 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

- a) during any period when the **business** has ceased to trade whether the **premises** are unfurnished or otherwise
- b) whilst the **buildings** are insufficiently furnished for normal trading purposes or not lived in by any adult person with **your** permission

#### 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 loss, destruction, 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 loss, destruction or 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**

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

#### **Pollution or Contamination**

Any liability for

- a) **bodily injury** (other than **bodily injury** to an **employee** arising out of and in the course of employment in the **business**) 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**
- b) the cost of removing, nullifying or cleaning up **pollutants** unless caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during not more than one **period of insurance**

#### **Asbestos**

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

# Property Damage Section

## What you are covered for

1. **We will pay for damage** occurring at the **premises** to the property insured described in the **schedule** occurring during the **period of insurance**
2. **Capital additions**

The insurance by this section extends to include

  - a) newly acquired and/or newly erected **trade contents** and **buildings** anywhere within the **territorial limits** in so far as such property is not otherwise insured
  - b) alterations, additions and improvements to existing **trade contents** and **buildings** 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 the amount shown within the **schedule**
  - ii) **you** will notify **us** of such capital additions as soon as possible 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**
  - a) The insurance by each item insuring **buildings** and other property and the sums insured in respect thereof extends to include costs and expenses necessarily incurred by **you** with **our** consent in
    - i) removing debris
    - ii) dismantling or demolishing
    - iii) shoring up or proppingof the portion or portions of such insured property which has been subject to **damage** but excluding any such costs or expenses incurred in respect of any item insuring **stock** or **specified stock**
  - b) Where **stock** or **specified stock** is insured the insurance by this section extends to include costs and expenses necessarily incurred by **you** with **our** consent in removing debris of the portion or portions of such insured property which has suffered **damage** but **our** liability in respect of **damage** to **stock** or **specified stock** shall not be increased above the respective sum insured by the operation of this extension.

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

    - i) incurred in removing debris except from the site of such insured property 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. **Exhibitions**

This section extends to include **damage** caused to **property insured** whilst within the premises of any trade show or exhibition within Europe at which **you** are participating as an exhibitor, including whilst in transit thereto and therefrom but excluding theft or attempted theft of the **property insured** from any unattended vehicle.

**Our** liability will not exceed £10,000 in any one period of insurance.
5. **Theft of Fixed Fabric of the Building**

This section extends to include theft of the fixed fabric of the **building**, including fixed external CCTV equipment and security lighting, where the **building** is shown as insured within the **schedule**

**Our** liability will not exceed £10,000 in any one period of insurance.
6. **Extinguishment expenses**

This section extends to include the cost of refilling fire extinguishing equipment used solely as a consequence of **damage**

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

This section extends to include costs and expenses incurred by **you** with the **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 £5,000 in any one period of insurance.
8. **Loss of metered gas and water**

This section extends to include the cost of loss of metered gas and metered water for which **you** are legally responsible arising from **damage** at the **premises**

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

9. **Public authorities 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 **buildings** and other property shown as insured within the **schedule**.

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

- a) incurred following **damage** to **stock** or **specified stock**
- b) in respect of **damage** occurring prior to the inception of this section
- c) in respect of property entirely undamaged
- d) where notice to comply has been served upon **you** prior to the occurrence of **damage**
- e) 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 £10,000

10. **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** and other property shown as insured within the **schedule** 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 clause for any such costs or expenses

- a) in respect of **damage** occurring prior to the inception of this section
- b) incurred following **damage** to **stock** or **specified stock**
- c) for work which takes more than 12 months from the date of **damage** unless prior consent has been given by **us**
- d) in respect of property entirely undamaged

**Our** liability will not exceed £10,000

11. **Temporary removal**

The **property insured** by this section (other than **stock** or **specified stock**) is covered whilst temporarily removed from the premises for cleaning renovation repair or similar purposes and in transit thereto and therefrom anywhere within the **territorial limits** provided that:

- a) **Our** liability under this extension shall not exceed the amount shown in the **schedule**
- b) this extension does not apply to property in so far as it is otherwise insured.

12. **Temporary removal – documents and computer system records**

This section extends to include the following whilst temporarily removed to premises not in **your** occupation but whilst remaining within the **territorial limits**:

- a) Deeds and other documents, manuscripts, plans and writings of every description and books (but excluding computer system records) up to the amount shown in the **schedule**
- b) Computer system records up to the amount shown in the **schedule**.

13. **Theft damage to the premises**

This section extends to include **damage** to the **buildings** at the insured premises not owned by **you** or insured by this Policy resulting from theft or any attempt thereat

Provided that **you** are legally responsible for the repair of such damage.

**Our** liability will not exceed £10,000

14. **Theft of keys**

This section extends to include the cost of replacing locks or keys to the **premises** or any safe or strongroom therein resulting from loss of keys following their theft

- a) involving forcible or violent entry to the premises or the home of any authorised employee
- 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.

15. **Tobacco and alcohol**

This section extends to include **damage** caused by any peril insured to tobacco, cigarettes, cigars, wines and spirits kept solely for entertainment purposes being the **your** property or for which **you** are legally responsible.

**Our** liability will not exceed the amount shown in the **schedule**

16. **Trace and access**

In the event of **damage** at the **premises** resulting from the escape of water or oil from any fixed installation, this section extends to include 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 £10,000 in any one period of insurance.

## 17. Glass

This section extends to include **damage** to fixed glass at the **premises** not owned by **you** or insured by this Policy including necessarily incurred additional costs involved in

- a) boarding up or temporary glazing pending replacement of broken glass
- b) removing and refixing window fittings and other obstacles to replacement

Provided that **you** are legally responsible for the repair of such damage.

**Our** liability will not exceed the amount shown in the **schedule**

### Maximum amount payable

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

### Inflation Protection

Where sums insured stated in the **schedule** for this section are shown as being index linked they 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. The sums insured will not be reduced following payment of a claim provided that **you** implement immediately any recommendations **we** make to prevent further loss or damage and effect all repair or replacement work without delay.

### 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) **stock and specified stock** - the cost price of replacing the goods at the time of the **damage**
- b) 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
- c) computer systems records - the value of the materials only together with the cost of clerical labour and computer time expended in reproducing the records subject to a maximum limit of £25,000. 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
- d) patterns, models, moulds, plans and designs - the value of the materials only together with the cost of labour expended in reinstatement of such property
- e) directors', partners', employees', customers' and visitors' **personal effects** not otherwise insured - the cost of repair or replacement at the time of the **damage**, subject to a limit of £500 any one person
- f) rent - the loss of rent payable by **you** whilst necessary reinstatement or repairs are carried out following **damage** to the **buildings** which makes them uninhabitable, subject to a maximum term as stated in the **schedule**
- g) 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) 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

### Additional clauses

#### 1) Architects' and Surveyors' Fees

Within the overall limit of the sum insured on **buildings** and other property (excluding **stock** and **specified stock**) **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) Contract Price

In respect of goods sold but not delivered for which **you** are legally responsible and where the sale contract is cancelled by reason of **damage** then **our** liability shall be based on the contract price. For the purpose of the General Condition headed 'Underinsurance' the sum insured shall be calculated on the same basis.

#### 3) 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.

#### 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 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-invalidatation**

The insurance by this section, other than in respect of damage by theft or any attempt thereat, shall not be invalidated by any act or omission or by any alteration unknown to and beyond the control of **you** 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 themselves 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**.

**8) Unoccupied Buildings**

Notice is to be given to **us** when any buildings or portions thereof become unoccupied by any person authorised by **you** or when any such unoccupied building or portion thereof is again occupied by any person authorised by **you** and pay any additional premium required.

**What you are not covered for**

1. water, air, land (including top-soil back-fill drainage or culverts), roads, runways, railway lines, dams, reservoirs, storage lakes, canals, rigs, wells, tunnels, docks, piers, jetties, excavations, wharves, mines, and off-shore property
2. animals and growing crops
3. jewellery, precious stones, bullion, furs, **fine art**, curiosities and, 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
7. 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
8. property 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. buildings that are **unoccupied** or any other **property insured** thereof unless agreed by **us**
11. **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
12. **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
13. the amount of any **excess** stated within the **schedule**
14. **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
15. 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
16. theft unless
  - a) involving forcible and violent entry to or exit from a building at the **premises**
  - b) involving assault or violence or threat thereof to **you** or any of **your** employees
  - c) as provided under What you are covered for – 5. Theft of Fixed Fabric of the Building
17. **damage** arising solely from change in the water table level
18. **damage** by falling trees caused by felling or lopping carried out by **you** or on **your** behalf
19. **damage** by subsidence, ground heave or landslide
20. **damage** by leakage of water from any automatic sprinkler system
21. **damage** caused by or arising from or consisting of
  - i) wear, tear or depreciation or diminution in value
  - ii) collapse or cracking of buildings
  - iii) inherent vice, latent defect, defective design, plan or specification or the use of faulty materials
  - iv) faulty or defective workmanship operational error or omission by **you** or any of **your** employees
  - v) marring, scratching, denting or mechanical or electrical defect, failure, breakdown or derangement
  - vi) gradually operating causes, including but not limited to atmospheric or climatic conditions, wet and dry rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests
  - vii) any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, installation, testing, commissioning, alteration or maintenance of any property
  - viii) use of any article contrary to manufacturers' instructions
  - ix) change in temperature colour flavour texture or finish

## Business Interruption Section

### What you are covered for

1. **We** will pay for the amount of loss resulting from interruption or interference with the business carried on by **you** at the **premises** in consequence of any **damage** occurring at the **premises** to any building or other property or any part thereof used by **you** at the **premises** for the purposes of the **business**.
2. **Book Debts**  
Interruption of or interference with the **business** in consequence of **damage** to **your** records of **outstanding debit balances** contained within the **premises**.

**We** will pay for any net **outstanding debit balances** which **you** are unable to recover from customers 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 shall not exceed the amount shown in the **schedule** in any one period of insurance

### Maximum amount payable

The most **we** will pay in respect of any one occurrence shall not exceed the amount shown for **Loss of Rent Receivable** and **Increased Cost of Working** 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**.

Provided that if 133.3% of the sum insured by this item be less than the annual **gross rent receivable** (or a proportionately increased multiple thereof where the **maximum indemnity period** exceeds twelve months) the amount payable shall be proportionately reduced.

### 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 **Gross Rent Receivable** basis for the sole purpose of avoiding or diminishing a reduction in **rent receivable**.

### Increased Cost of Working only

Additional expenditure necessarily and reasonably incurred by **you** during the **indemnity period** within which increases in the cost of working that is incurred in consequence of the **damage** for the purpose of avoiding or diminishing a reduction in **turnover** or in **gross revenue** earned as applicable at the premises or for the purpose of resuming or maintaining the business less any savings in charges or expenses that may be made in consequence of the **damage**.

### What you are not covered for

Any interruption to or interference with the **business** in the absence of insured **damage**.

## Specified All Risks Section

### What you are covered for

We will pay for **damage** to the property specified in the **schedule** occurring at the **premises** or elsewhere as specified in the **schedule**.

### Maximum Amount Payable

The most **we** will pay in respect of any one occurrence will not exceed the sum insured against each item in the **schedule**.

### Basis of claims settlement

In the event of **damage** to property insured by this section and subject to the adequacy of the sums insured and to the Maximum Amount Payable, **we** will pay the cost of repairing or reinstating the property equal to its condition when new  
Provided that this is carried out without delay and in the most economical manner

### What you are not covered for

- 1 **damage** caused by or consisting of
  - a) wear, tear or depreciation or diminution in value
  - b) inherent vice, latent defect, defective design, plan or specification or the use of faulty materials
  - c) faulty or defective workmanship, operational error or omission on the part of **you** or any of **your employees**
  - d) marring, scratching, denting, mechanical or electrical defect, failure, breakdown or derangement
  - e) any gradually operating cause, including (but not restricted to) atmospheric or climatic conditions, dry or wet rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests
  - f) any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, installation, testing, commissioning, alteration or maintenance of any property
  - g) use of any article contrary to manufacturers' instructions
  - h) storm or flood unless the property is contained in an enclosed vehicle or in a building
  - i) change in temperature, colour, flavour, texture or finish
- 2 **damage** by theft or attempted theft from
  - a) any **unattended vehicle** unless
    - i) all windows and other openings have been closed, all doors have been secured and any other protective

- devices put into full and effective operation
    - ii) 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)
  - b) 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
  - c) 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
- 3 breakage of brittle articles unless forming part of photographic equipment
- 4 losses not directly associated with the incident that caused **you** to claim
- 5 the relevant **excess** stated in the **schedule**.

## Goods In Transit Section

### What you are covered for

- 1) We will pay for **damage** to the property specified in the **schedule** whilst in the course of transit
- a) in or on any **vehicle** owned or operated by **you** or by an independent road haulier
  - b) by rail
  - c) by post
- within the **territorial limits** including whilst loading and unloading.

### 2) Expenses

We will pay the costs and expenses necessarily and reasonably incurred in

- a) the removal of debris following **damage** to the property insured by this section
- b) the transfer of the property insured to another **vehicle** and its delivery to the original destination or place of collection following fire or an accident involving the **vehicle**

whilst the **property insured** is being carried in or on any **vehicle** owned or operated by **you**.

**Our** liability will not exceed the amount stated in the **schedule** in any one **period of insurance**.

### 3) Ropes and sheets

We will pay for **damage** to tarpaulins, sheets, ropes, chains, straps and packing materials owned by **you** or for which **you** are legally responsible, whilst being carried in or on any **vehicle** owned or operated by **you**.

**Our** liability will not exceed the amount stated in the **schedule** in any one **period of insurance**.

### Maximum Amounts Payable

**Our** liability will not exceed in respect of any one occurrence the respective sums insured stated in the **schedule** for

#### 1. all property contained in or on any one vehicle owned or operated by

- a) **you**
- b) an independent road haulier

#### 2. any one consignment of property in transit by

- a) rail
- b) post.

### Basis of claims settlement

Following **damage** and subject to the adequacy of the sums insured and to the Maximum Amounts Payable **we** will pay the cost price of replacing the goods at the time of the **damage**.

### Contract price

In respect of goods sold but not delivered for which **you** are legally responsible and where the sale contract is cancelled by reason of **damage**, then **our** liability shall be based on the contract price. For the purpose of the Underinsurance Condition, the value of all goods to which this clause would, in the event of **damage**, be applicable shall be ascertained on the same basis.

### What you are not covered for

1. delay, loss of market or loss of profit
2. breakage of china, glass or other brittle articles unless caused by fire, theft or an accident involving the **vehicle**
3. **damage** to
  - a) livestock or other living creatures or organisms or cultures
  - b) bullion, furs, works of art, **money**
  - c) explosives or other dangerous goods
  - d) **specified stock** unless specified under the Goods in Transit section in the **schedule**
4. **damage** caused by
  - a) marring, scratching or denting, mechanical or electrical defect, failure, breakdown or derangement
  - b) any gradually operating cause, including (but not restricted to) atmospheric or climatic conditions, dry or wet rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests
5. **damage** due to leakage, spillage, contamination or deterioration unless caused by fire, theft or an accident involving the **vehicle**
6. **damage** resulting from faulty packing or labelling
7. **damage** to property conveyed in any soft or open topped or soft or open sided **vehicle** caused by
  - a) theft or attempted theft unless caused by or arising from theft or attempted theft of the conveying **vehicle**
  - b) storm or malicious damage
8. **damage** by theft or attempted theft from any
  - a) **unattended vehicle** unless 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) **unattended vehicle 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 or is locked and parked in a locked and completely enclosed yard
9. losses not directly associated with the incident that caused **you** to claim
10. the relevant **excess** stated in the **schedule**.

- b) all keys to any **unattended vehicle** owned or operated by **you** shall be removed from such **vehicle** to a place of safety whenever the **vehicle** is left loaded.

### Special condition

It is a condition precedent to our liability that

- a) **you** shall take all reasonable measures to ensure that any **vehicles** owned or operated by **you** are roadworthy and loaded in a safe and appropriate manner and that all locking and other protective devices are maintained in good working order.

## Money Section

### What you are covered for

- 1) **We** will pay for physical loss of **money** occurring within the **territorial limits**
- 2) Safes  
**We** will pay for the cost of repair or replacement, following theft or attempted theft, of any
  - a) safe
  - b) postal franking machine
  - c) security case, bag or waistcoat used to carry **money**

**Our** liability will not exceed the amount stated in the **schedule** in any one **period of insurance**.

- 3) Credit Cards  
**We** will pay for any amount for which **you** become liable under the terms of issue of any bank charge credit debit or cash card issued and used only in connection with the **business** following fraudulent use by any unauthorised person

Provided that **you** report the loss to the issuing company immediately and to the Police within 24 hours of discovering the loss and have complied with the terms and conditions of issue of the card.

**Our** liability will not exceed the amount stated in the **schedule** in any one **period of insurance**.

### Maximum Amount Payable

The most **we** will pay for physical loss of **money** will not exceed the limits stated in the **schedule** in respect of any one occurrence.

### What you are not covered for

1. clerical or accounting errors or shortages due to error or omission
2. any loss due to the fraud or dishonesty of any director, partner or **employee** unless the loss is discovered within seven working days of the date of its occurrence
3. loss caused by dishonoured cheques or by the use of counterfeit money
4. loss from any unattended vehicle
5. loss from any coin-operated vending, gaming or amusement machine or payphone unless specially agreed as insured and stated in the **schedule**
6. loss, destruction or 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

7. losses not directly associated with the incident that caused **you** to claim
8. the relevant **excess** stated in the **schedule**.

### Special condition

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

- a) a true and complete account shall be kept of all **money** in transit and on the **premises** and such record shall be deposited in a secure place other than in any safe containing the **money**
- b) during **business hours** any safe shall be kept locked other than when **money** or other property is being placed in or removed from the safe and the keys kept in the **your** personal custody or in the personal custody of any authorised **employee**
- c) outside **business hours** any safe shall be kept locked and its keys removed from the **premises**.

### Special extension – Personal Assault

#### What you are covered for

- 1) **We** will pay as compensation to **you** or **your** legal personal representative the relevant amount stated in the **schedule** if in the course of the **business** an **employee** aged between 16 and 65 years sustains accidental **bodily injury** consequent upon robbery or hold up or any attempt thereat occurring within the **territorial limits** and such **bodily injury** directly and independently of any other cause results within twelve months in death, **loss of limb**, **loss of sight**, **permanent total disablement** or **temporary total disablement**.
- 2) **Personal Effects**  
**We** will pay for damage to **personal effects** of an **employee** aged between 16 and 65 years arising in connection with the **business** as a direct result of robbery or hold up or any attempt thereat for an amount not exceeding the limit stated in the **schedule** in respect of any one **employee**.

#### What you are not covered for

- 1) death, **loss of limb**, **loss of sight**, **permanent total disablement** or **temporary total disablement** caused by

an **employee** being under the influence of or being affected by intoxicating liquor or drugs except drugs taken in accordance with proper medical prescription and directions and not for the treatment of drug addiction.

**Special conditions**

1. Compensation shall not be payable for more than one of the following: death, **loss of limb, loss of sight, permanent total disablement**, in respect of any one **employee**.
2. Compensation shall not be payable for **temporary total disablement**
  - a) until the end of the period of disablement but **we** will on request make interim payments at intervals of not less than four weeks
  - b) for more than 104 weeks from the date of sustaining injury in respect of any one **bodily injury**.
3. The total amount payable as compensation for **temporary total disablement** shall be deducted from any subsequent compensation payment for death, **loss of limb, loss of sight, permanent total disablement** that follows from the same cause.
4. An **employee** shall as often as required submit to a medical examination on **our** behalf at **our** expense and in the case of death **we** shall be entitled to have a post mortem examination at **our** expense.

## Property Owners Liability Section

### What you are covered for

1. **We** will pay **you** for all amounts which **you** shall become legally liable to pay as damages in respect of
  - a) accidental **bodily injury** to any person
  - b) accidental loss or destruction of or accidental damage to material property
  - c) accidental obstruction, accidental trespass or accidental nuisance resulting in interference with or loss of enjoyment of material propertyoccurring during the **period of insurance** and arising out of the ownership of the **premises**.
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 day per person.
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 loss of or destruction of or damage to such vehicle 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 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 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 the **territorial limits**.

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. **Data Protection Act 1998**

**We** will pay **you** any amount which **you** become legally liable to pay under Section 13 of the Data Protection Act 1998 in connection with personal data (as defined in the act) held by **you** provided that **we** shall not be liable for

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

7. **Defective Premises Act 1972**

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

**We** will not be liable

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

8. **Health and Safety at Work etc. Act 1974**

**We** will pay **you** and at **your** request any director, partner or **employee** against legal costs and expenses incurred, with **our** written consent, in the defence of any criminal proceedings brought in respect of

a breach of the Health and Safety at Work etc. Act 1974 committed or alleged to have been committed during the **period of insurance**, including legal costs and expenses incurred with **our** written consent in an appeal against conviction arising from such proceedings.

**We** will not be liable for

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

9. **Indemnity to other persons**

**We** will pay at **your** request

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

Provided that

- i) any person is not entitled to be paid under any other insurance
- ii) any person shall observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- iii) **we** shall retain the sole conduct and control of any claim

- iv) the total amount **we** will pay in the aggregate for any one occurrence for damages to **you** and any such persons shall not exceed the maximum amount payable shown in the **schedule**.

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 the amount shown in the **schedule** 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 is entitled to payment under any other policy.

12. **Premises leased, hired, rented or in custody or control**

**We** will pay **you** any amount **you** become legally liable for following **damage** to premises including fixtures and fittings leased, hired or rented to **you** or those in **your** custody or control.

**We** shall not be liable for legal liability under a contract unless legal liability would have attached to **you** in the absence of such contract.

**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 the amount shown in the **schedule**.

**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
- d) 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 indemnity under this sub-section of the policy.

**What you are not covered for**

**We** will not pay for **your** legal liability in respect of

1. **bodily injury** to any **employee** arising out of and in the course of their employment in the **business**
  - a) loss or destruction of or 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. loss or destruction of or damage to
  - a) property owned by or leased, hired or rented to **you** other than as insured under Cover 12 - Premises leased, hired, rented or in custody or control, of this section
  - 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**

- iii) as insured under Cover 12 - Premises leased, hired, rented or in custody or control
- 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) loss or destruction of or damage to property, buildings or land caused by vibration or by the removal or weakening of support
- 6. liability arising out of a product supplied after they have ceased to be in **your** custody or control other than food or drink sold or supplied for consumption by **your** directors partners **employees** or visitors
- 7. loss or destruction of or damage to **products** or the cost of making good or recalling such **products**
- 8. loss or destruction of or 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. damages for **bodily injury** or **damage** to property unless the action is brought in a Court of Law in a member state of the European Union
- 11. the **excess** shown in the **schedule** for accidental loss or destruction of or accidental damage to material property.

#### **Special conditions**

- 1. **We** may at any time pay to **you** in connection with any claim or series of claims
  - a) the maximum amount payable shown in the **schedule** less any amount already paid
  - b) any lesser amount for which such claim or claims can be settled**we** shall then cease to have the conduct and control of any negotiations, actions or proceedings and be under no further liability for the claim other than for costs and expenses incurred prior to the date of final payment.

## Legal Expenses

This is **your** Commercial Legal Expenses section, which is underwritten by DAS Legal Expenses Insurance Company Limited.

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 extra care in following the procedures under **Employment Compensation Awards cover (insured incident 1(b))**.*

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

### It will help if you keep the following points in mind:

#### How we can help

To make a claim under your policy please telephone us 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 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.

Alternatively **you** can email **your** claim to **us** at [newclaims@das.co.uk](mailto:newclaims@das.co.uk).

Claims are usually handled by a representative appointed by **us**, but sometimes **we** deal with them **ourselves**. Claims outside the **United Kingdom** may be dealt with by other DAS offices elsewhere in **Europe**.

#### If you need help from us

**You** can telephone **us** any time on **0117 934 0192** for advice on any commercial legal or tax problem affecting **your business**.

#### When we cannot help

Please do not ask for help from a solicitor or accountant before **we** have agreed. If **you** do, **we** will not pay the costs involved.

#### Problems

**We** will always try to give you a quality service. If the **insured person** thinks **we** have let **you** down, please write to **our** Customer Relations Department at **our** Head Office address shown below. Or **you** can telephone **us** on **0117 934**

**0066** or email **us** at [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk).

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

#### Our Head and Registered Office is:

DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Register in England and Wales, number 103274.

DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority.

## The meaning of words in this section

1. **We, us, our**  
DAS Legal Expenses Insurance Company Limited.
2. **The policyholder**  
As shown in the policy schedule.
3. **Insured person**  
**The policyholder** and the directors, partners, managers, employees and any other individuals declared to **us** by **the policyholder**.
4. **Representative**  
The lawyer, accountant or other suitably qualified person, who has been appointed to act for an **insured person** in accordance with the terms of this policy.
5. **Period of insurance**  
The period for which **we** have agreed to cover the **insured person** and for which the premium has been paid.
6. **Full enquiry**  
An extensive examination by HM Revenue & Customs which considers all aspects of **the policyholder's** tax affairs, excluding those enquiries which are limited to one or more specific aspects of **the policyholder's** self assessment and/or corporation tax return.
7. **(a) Aspect enquiry**  
An examination by HM Revenue & Customs which considers one or more specific aspects of **the policyholder's** self assessment and/or corporation tax return.  
  
**(c) Tax intervention enquiry**  
An examination by HM Revenue & Customs to measure the level of compliance in **the policyholder's** financial accounting records to highlight areas where errors have or may occur.
8. **Date of occurrence**
  - (1) For civil cases (other than under **insured incident - 7 Tax Protection**), the **date of occurrence** is when the cause of action first accrued.
  - (2) For criminal cases, the **date of occurrence** is when the **insured person** commenced or is alleged to have commenced to violate the criminal law in question.
  - (3) For licence or registration appeals, the **date of occurrence** is when

**the policyholder** first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel **the policyholder's** licence, mandatory registration or British Standard Certificate of Registration.

- (4) For **full enquiries** or **aspect enquiries**, the **date of occurrence** is when HM Revenue & Customs first notifies in writing the intention to make enquiries.

For **tax intervention enquiries**, the **date of occurrence** is when HM Revenue & Customs first contacts **the policyholder** in relation to commencing an intervention enquiry into their business accounts.

For Employers' Compliance and Value Added Tax disputes, the **date of occurrence** is when the relevant authority sends an assessment or written decision to **the policyholder**.

## 9. Costs and expenses

- **Legal costs**  
All reasonable and necessary costs chargeable by the **representative** on a standard basis.

Also the costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them, or pays them with **our** agreement.

- **Accountant's costs**  
A reasonable amount in respect of all costs reasonably incurred by the **representative**.

- **Attendance expenses**  
The **insured person's** salary or wages for the time that the **insured person** is off work to attend any arbitration, court or tribunal hearing at the request of the **representative** or while attending jury service. **We** will pay for each half or whole day that the court, tribunal or the **insured person's** employer will not pay for.

The amount **we** will pay is based on the following:

- the time the **insured person** is off work including the time it takes to travel to and from the hearing. This will be calculated to the

- if the **insured person** works full time, the salary or wages for each whole day equals 1/250<sup>th</sup> of the **insured person's** yearly salary or wages;
- if the **insured person** works part-time, the salary or wages will be a proportion of the **insured person's** weekly salary or wages.

## 10. Territorial limit

- For **insured incidents 2 Legal Defence (excluding 2(4))**, and **6(b) Bodily Injury**  
The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
- For all other **insured incidents**  
The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands and any other extension agreed with **us**.

## What you are covered for

This section will cover the **insured person** in respect of any **insured incident** arising in connection with the **business** if the premium has been paid.

**We** agree to provide the insurance in this section provided:

- (a) the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limits**; and
- (b) any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limits**; and
- (c) in civil claims it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence.

For all **insured incidents**, **we** will help in appealing or defending an appeal as long as the **insured person** tells **us** within the time limits allowed that they want **us** to appeal. Before **we** pay any **costs and expenses** for appeals, **we**

must agree that it is always more likely than not that the appeal will be successful.

If a **representative** is used, **we** will pay the **costs and expenses** incurred for this.

**We** will pay Compensation Awards that **we** have agreed to.

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**.

## INSURED INCIDENTS WE WILL COVER

### 1. EMPLOYMENT DISPUTES AND COMPENSATION AWARDS

#### (a) Employment Disputes

**We** will defend the **policyholder's** legal rights:

- (1) prior to the issue of legal proceedings in a court or tribunal following the dismissal of an **employee**; or
- (2) in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or
- (3) in legal proceedings in respect of any dispute with
  - (a) an **employee** or ex-**employee** or a trade union acting on behalf of an **employee** or ex-**employee** which arises out of, or relates to, a contract of employment with **you**; or
  - (b) an **employee**, prospective **employee** or ex-**employee** arising from an alleged breach of their statutory rights under employment legislation.

#### What is not covered

- (1) Any employment dispute where the cause of action arises within the first 90 days of the indemnity provided by the section.
- (2) Any dispute with an **employee** who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of the indemnity provided by the section if the **date of occurrence** was within the first 180 days of the indemnity provided by the section.
- (3) Any redundancy or alleged redundancy or unfair selection for redundancy arising within the first

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

**(b) Compensation Awards**

**We will pay:**

- (1) any basic and compensatory award; and/or
- (2) an order for compensation following a breach of **your** statutory duties under employment legislation

in respect of a claim **we** have accepted under **insured incident 1(a)**.

**Provided that**

- (1) *In cases relating to performance and/or conduct, **you** have throughout the employment dispute either:*
  - (a) *followed the ACAS Code of Disciplinary and Grievance Procedures as prepared by the Advisory Conciliation and Arbitration Service; or*
  - (b) *followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or*
  - (c) *sought and followed advice from **our** legal advice service.*
- (2) *For an order of compensation following **your** breach of statutory duty under employment legislation **you** have at all times sought and followed advice from **our** legal advice service since the date when **you** should have known about the employment dispute.*
- (3) *For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **you** have sought and followed advice from **our** Claims Department prior to serving notice of redundancy.*
- (4) *The compensation is awarded by a tribunal or through the ACAS Arbitration*

*Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **us**.*

- (5) *The total of the compensation awards payable by **us** shall not exceed £1,000,000 in any one **period of insurance**.*

**What is not covered**

- (1) Any compensation award relating to the following:
  - trade union activities, trade union membership or non-membership;
  - pregnancy or maternity rights;
  - health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
  - statutory rights in relation to trustees of occupational pension schemes;
  - statutory rights in relation to Sunday shop and betting work.
- (2) Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
- (3) Any award ordered because **you** have failed to provide relevant records to **employees** under the National Minimum Wage laws.
- (4) Any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.

**(c) Service Occupancy**

**We** will negotiate for **your** legal rights against an **employee** or ex-**employee** to recover possession of premises owned by, or for which **you** are responsible.

**What is not covered**

Any claim relating to defending **your** legal rights other than defending a counter-claim.

**2. LEGAL DEFENCE**

At **your** request

- (1) **We** will defend the **insured person's** legal rights:
  - (a) 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; or

- (b) following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction; or
- (c) if civil action is taken against the **insured person** for compensation under section 13 of the Data Protection Act 1998. **We** will also pay any compensation award made against the **insured person** under section 13 of the Data Protection Act 1998.

(2) **We** will defend the **policyholder's** legal rights following civil action taken against the **policyholder** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.

(3) **We** will defend the legal rights of any **insured person** other than you, if:

- (a) an event arising from their work as an **employee** leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion; or
- (b) civil action is taken against them as a trustee of a pension fund set up for the benefit of **your** employees.

(4) **We** will represent the **insured person** in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting **your business**.

(5) **We** will represent **you** in appealing against the refusal of the Information Commissioner to register **your** application for registration.

(6) **We** will pay the **attendance expenses** of an **insured person** for jury service.

(1) *In so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the **territorial limits** shall be any place where the Act applies.*

(2) *At the time of the **insured incident**, **you** have registered with the Information Commissioner in respect of **insured incident (1)(c)**.*

#### **What is not covered**

Any claim which leads to the **insured person** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a **motor vehicle**.

**Provided that**

### 3. STATUTORY LICENCE PROTECTION

We will represent **you** in appealing to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel **your** licence, mandatory registration or British Standard Certificate of Registration.

#### What is not covered

- (1) An original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration.
- (2) Any licence appeal relating to the ownership, driving or use of a **motor vehicle**.

### 4. CONTRACT DISPUTES

We will negotiate for **your** legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by **you** or on **your** behalf for the purchase, hire, sale or provision of goods or of services.

#### Provided that

- (1) *The amount in dispute exceeds £250. If the amount in dispute exceeds £5,000, **you** will be responsible for the first £500 of **legal costs** in each and every claim.*
- (2) *If the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £250.*
- (3) *If the dispute relates to money owed to **you**, a claim under the section is made within 90 days of the money becoming due and payable.*

#### What is not covered

- (1) Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by the section if the **date of occurrence** is within the first 90 days of the indemnity provided by the section.
- (2) Any claim relating to the following:
  - the settlement payable under an insurance policy;

- a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement;
- a loan, mortgage, pension or any other financial product and choses in action;
- a **motor vehicle** owned by, or hired or leased to, **you** other than agreements relating to the sale of **motor vehicles** where **you** are engaged in the business of selling **motor vehicles**.

(3) A dispute with an **employee** or ex-**employee** which arises out of, or relates to, a contract of employment with **you**.

(4) A dispute which arises out of the:

- sale or provision of computer hardware, software, systems or services; or
- the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **your** own specification.

(5) A dispute arising from a breach or alleged breach of professional duty by an **insured person**.

(6) The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

## 5. DEBT RECOVERY

We will negotiate for **your** legal rights including enforcement of judgment to recover money and interest due from the sale or provision of goods or services.

### **Provided that**

- (1) *The debt exceeds £250.*
- (2) *A claim for debt recovery under this policy is made within 90 days of the money becoming due and payable.*
- (3) *We have the right to select the method of enforcement, or to forego enforcing judgment if we are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.*

### **What is not covered**

- (1) Any debt arising from an agreement entered into prior to the inception date of the indemnity provided by the section if the debt is due within the first 90 days of the indemnity provided by the section.
- (2) Any claim relating to the following:
  - the settlement payable under an insurance policy;
  - a lease, licence or tenancy of land or buildings;
  - a loan, mortgage, pension or any other financial product and choses in action;
  - a **motor vehicle** owned by, or hired or leased to, **you** other than agreements relating to the sale of **motor vehicles** where **you** are engaged in the business of selling **motor vehicles**.
- (3) A dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services.
- (4) The recovery of money and interest due from another party where the other party intimates that a defence exists.

## 6. PROPERTY PROTECTION AND BODILY INJURY

### **(a) Property Protection**

We will negotiate for **your** legal rights in any civil action relating to material property which is owned by **you**, or **your** responsibility, following:

- (1) any event which causes physical damage to such material property; or
- (2) any nuisance or trespass.

### **What is not covered**

Any claim relating to the following:

- (1) a contract entered into by **you**;
- (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 such premises for the purpose of installations or use in work to be carried out by **you**;
- (4) mining subsidence;
- (5) defending **your** legal rights other than in 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 engaged in the business of selling **motor vehicles**.

### **(b) Bodily Injury**

At **your** request, we will negotiate for an **insured person's** and their family members' legal rights following an event which causes the death of, or physical injury to them.

### **What is not covered**

Any claim relating to the following:

- (1) any illness, disease, shock or injury which develops gradually or is not caused by a specific or sudden accident; or
- (2) defending an **insured person's** or their family members' legal rights other

than in defending a counter-claim; or

- (3) a **motor vehicle** owned or used by, or hired or leased to an **insured person** or their family members.

## 7. TAX PROTECTION

### (a) Full or Aspect Enquiries

We will negotiate on **your** behalf in respect of a **full enquiry** and/or **aspect enquiry** and represent **you** in any subsequent appeal proceedings.

### (b) Tax Intervention Enquiries

We will negotiate on **your** behalf and represent **you** in any dealings with HM Revenue & Customs in respect of a **tax intervention enquiry**.

### (c) Employers' Compliance

We will negotiate on **your** behalf and represent **you** in any appeal proceedings in respect of a dispute concerning **your** compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue & Customs.

### (d) VAT Disputes

We will negotiate on **your** behalf and represent **you** in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of Value Added Tax due.

### Provided that

- (1) *For all **insured incidents** you have taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.*
- (2) *We will not pay more than £2,000 for claims in respect of **aspect enquiries** or **tax intervention enquiries**.*

### What is not covered

- (1) In respect of **aspect enquiries** and **tax intervention enquiries** the first £200 of **costs and**

**expenses** in each and every claim.

- (2) Any **insured incident** arising from a tax avoidance scheme.
- (3) Any **insured incident** caused by **your** failure to register for Value Added Tax.
- (4) Any **insured incident** arising from any investigation or enquiries undertaken by HM Revenue & Customs Special Investigations Section or Special Civil Investigations or the Revenue & Customs Prosecution Office.
- (5) Any **insured incident** arising from 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 the written acceptance of a claim by **us**.
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 incident 1(b) Compensation Awards** and **2 Legal Defence**.
4. Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
5. Any claim relating to rights under a franchise or agency agreement entered into by **you**.
6. Any **insured incident** deliberately or intentionally caused by an **insured person**.
7. A dispute with **us** not otherwise dealt with under Condition 7.
8. Any claim relating to a shareholding or partnership share in **your business**

9. Judicial review.
10. Legal action an **insured person** takes which **we** or the **representative** have not agreed to or where the **insured person** does anything that hinders **us** or the **representative**.
11. When either at the commencement of or during the course of a claim, **you** are bankrupt or have filed a bankruptcy petition or winding-up petition, or have made an arrangement with **your** creditors, or have entered into a deed of arrangement or are in liquidation or part or all of **your** affairs or property are in the care or control of a receiver or administrator.
12. Apart from **us**, the **insured person** is the only person who may enforce all or part of this section and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the section in relation to any third-party rights or interest.

#### CONDITIONS WHICH APPLY TO THE WHOLE SECTION

- 1 An **insured person** must:
  - (a) keep to the terms and conditions of this section;
  - (b) notify **us** immediately of any alteration which may materially affect **our** assessment of the risk;
  - (c) take reasonable steps to keep any amount **we** have to pay as low as possible;
  - (d) try to prevent anything happening that may cause a claim;
  - (e) send everything **we** ask for, in writing;
  - (f) give **us** full details of any claim as soon as possible and give **us** any information **we** need.
- 2 (a) **We** can take over and conduct in the name of the **insured person**, any claim or legal proceedings at any time. **We** can negotiate any claim on behalf of an **insured person**.
  - (b) **We** will choose the **representative** to

represent an **insured person** in any proceedings where **we** are liable to pay a compensation award. In any other case an **insured person** is free to choose a **representative** (by sending **us** a suitably qualified person's name and address) if:

- (i) **we** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceeding; or
  - (ii) there is a conflict of interest.
- (c) Before an **insured person** chooses a lawyer or an accountant, **we** can appoint a **representative**.
  - (d) A **representative** will be appointed by **us** and represent an **insured person** according to **our** standard terms of appointment (which may include a 'no win, no fee' agreement). The **representative** must co-operate fully with **us** at all times.
  - (e) **We** will have direct contact with the **representative**.
  - (f) An **insured person** must co-operate fully with **us** and with the **representative** and must keep **us** up-to-date with the progress of the claim.
  - (g) An **insured person** must give the **representative** any instructions that **we** require.
- 3 (a) An **insured person** must tell **us** if anyone offers to settle a claim and must not 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 the **insured person** the amount of damages that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal proceedings.
  - 4 (a) If **we** ask, an **insured person** must tell the **representative** to have **costs and expenses** taxed, assessed or audited.
    - (b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any **costs and expenses** that are

recovered.

- 5 If a **representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses a **representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **representative**.
- 6 If an **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to re-claim any **costs and expenses** paid by **us**.
- 7 If there is a disagreement about the way **we** handle a claim that is not resolved through **our** internal complaints procedure, **we** and the **insured person** can choose a suitably qualified person to arbitrate. **We** and the **insured person** must both agree to the choice of this person in writing. Failing this **we** will ask the president of a national association relevant to the arbitration to choose a suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.
- 8 **We** may at **our** discretion require **you** to obtain an opinion from counsel at **your** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **us**.
- 9 **We** can cancel this section at any time provided **we** tell **you** at least 14 days beforehand.  
  
**You** can cancel this section at any time provided **we** are told at least 14 days beforehand.
- 10 **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.
- 11 All Acts of Parliament within the section wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.