

Executive Asset

Policy Wording



Executive Asset Policy

Thank you for choosing Covéa Insurance.

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

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

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

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

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

Executive Asset Policy

Introduction

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

Any word or expression given a specific meaning in:

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

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

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

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

IMPORTANT

This policy is a legal contract.

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

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

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

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

Executive Asset Policy

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.

Please see the General Condition - Cancellation on page GEN13.

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.

Authorisation and Regulatory

Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. It appears on the Financial Services register under number 202277.

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, 10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU. Telephone: 0207 892 7300 or at www.fscs.org.uk

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Executive Asset Assistance

Helplines

These Helpline services are provided by DAS Legal Expenses Insurance Company Limited. These services are provided 24 hours a day, seven days a week, however they may need to arrange to call you back depending on your enquiry.

To help DAS check and improve service standards, they may record all inbound and outbound calls.

Eurolaw Legal Advice Service

This will give you confidential legal advice over the 'phone on any commercial legal problem affecting your business, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

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

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

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

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

Asset 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 0330 024 2364 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 if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by DAS. The counselling service helpline is open 24 hours a day, seven days a week.

To contact the counselling helpline, phone 0330 134 8165.

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

Employment Manual

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit www.dasinsurance.co.uk/employment-manual. If **you'd** like notifications of when updates are made to the Employment Manual, please email **us** at employmentmanual@das.co.uk and quote **TS5/6358133**.

DAS Business Law

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

The service also provides useful tools, articles and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help **you** keep **your business** one step ahead. To access DASbusinesslaw, **you** will need to register at www.dasbusinesslaw.co.uk, using **your DAS** policy number as below.

When registering, please enter the following code which will provide **you** with access to a range of free documents: DASBCOV100.

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

Executive Asset Assistance

Claims procedure

If you need to make a claim under this policy (other than under the Legal Expenses sub-section) please contact your professional adviser or call us on **0330 024 2266**.

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 advice 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 sub-section of the policy on page AE2.

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 premises 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 Covéa Insurance and they will ensure that confidentiality of all matters discussed is maintained at all times.

Executive Asset Assistance

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 the procedure that you should follow:

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

Customer Relations

Covéa Insurance

Norman Place

Reading

Berkshire

RG1 8DA

or phone us on: **0330 221 0444**

or e-mail us at: **customer.relations-rdg@coveainsurance.co.uk**

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

The Financial Ombudsman Service

The Exchange Tower

London

E14 9SR

Website: www.financial-ombudsman.org.uk

Email: complaint.info@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.

Details of our internal complaint handling procedure are available on request or may be downloaded from our website at

www.coveainsurance.co.uk/complaints. The complaints procedures for Legal Expenses are set out within that sub-section of the policy on page AE3.

How We Use Your Information

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

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

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

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

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

How We Share Your Information

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

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

Executive Asset Assistance

How We Use Your Information (Continued)

Marketing

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

Fraud Prevention and Detection

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

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

Automated Decisions

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

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

How to Contact Us

Please contact **us** if **you** have any questions about **our** Privacy Policy or the information **we** hold about **you**:
The Data Protection Officer, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX or
email: dataprotection@coveainsurance.co.uk.

Employers' Liability Tracing Office

If **your** policy provides Employers' Liability cover information relating to **your** insurance policy will be provided to the Employers' Liability Tracing Office (the "ELTO") and added to an electronic database, (the "Database") in a format set out by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010.

The Database assists individual consumers (the Claimants) who have suffered an employment related injury or disease arising out of their course of employment in the UK whilst working for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers to identify:

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

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

The Database will be managed by the ELTO and further information can be found on the ELTO website: www.elto.org.uk

Definitions

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

accident

direct physical loss caused by:

- electrical or mechanical **breakdown** including rupture or bursting caused by centrifugal force
- artificially generated electrical current including electric arcing that damages electrical devices appliances or wires
- **explosion** or **collapse** of **covered equipment** operating under steam or other fluid pressure
- **damage** to hot water boilers other water heating equipment oil or water storage tanks or other **covered equipment** operating under steam or other fluid pressure caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment
- **damage** caused by operator error that results in the overloading of **covered equipment**

All accidents that are the result of the same event will be considered one accident

act of terrorism

- a) any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division of any nation, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
 - i) involves serious violence against a person
 - ii) involves serious damage to property
 - iii) endangers a person's life other than that of the person committing the action
 - iv) creates a serious risk to the health or safety of the public or a section of the public
 - v) is designed to interfere with or seriously disrupt an electronic system.
- b) any action taken in controlling preventing suppressing or in any way relating to any act of terrorism

biomass or biogas installation

any equipment and machinery used in connection with running a biomass or biogas heating or power-generation plant, including anaerobic digesters, storage tanks, augers, screeners, scrubbers, boilers, gas engines, generators, heat exchangers, pumps and motors

bodily injury

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

breakdown

- the actual breaking, failure, distortion or burning out of any part of the **covered equipment** whilst in ordinary use arising from defects in the **covered equipment** causing its sudden stoppage and necessitating repair or replacement before it can resume work
- fracturing of any part of the **covered equipment** by frost when such fracture renders the **covered equipment** inoperative
- the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary
- **electronic derangement**

building, buildings

the building or buildings stated in the **schedule** including

- outbuildings
- walls, gates and fences around the building and belonging to **you**
- 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 **premises** or extending to the perimeter of the **premises** and for which **you** are legally responsible

business

the business as stated in the **schedule** including the provision and management of catering, social, sports, educational and welfare facilities for the benefit of **employees**, first aid, medical, ambulance, fire and security services and maintenance of the **premises**

collapse

the sudden and dangerous distortion (whether or not attended by rupture) of any part of the **covered equipment** caused by crushing stress by force of steam or other fluid pressure (other than pressure of chemical action, ignited flue gases or ignition of the contents)

commercial landlord's contents

furniture, furnishings, fixtures and fittings and interior decorations used solely in connection with **your business** belonging to **you** or for which **you** are responsible within non-**residential** parts of the **buildings** but excluding **contents of common parts**

Definitions

communicable disease
(applicable to General Exclusions and all sections other than the Employers' Liability Section and Property Owners' Liability Section)

means any type of disease or illness which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, any pathogen, virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas, or between organisms, and
- c) the disease, illness, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property of any type.

communicable disease
(applicable to the Property Owners' Liability Section)

- a) Coronavirus being:
 - i) any coronavirus; or
 - ii) any disease caused by any coronavirus; or
 - iii) any mutation or variation of any coronavirus or of any disease caused by any coronavirus.
- b) Any other infectious disease in humans which has been determined or declared to:
 - i) constitute a Public Health Emergency of International Concern under the International Health Regulations (2005) (as amended or replaced from time to time); and/or
 - ii) an outbreak identified as a major health incident in the United Kingdom, for which a Scientific Advisory Group for Emergencies has been activated by the Cabinet Office Briefing Room.

computer equipment

building management control systems

computer media

all forms of electronic magnetic and optical tapes and discs for use in any **computer equipment**

computer systems

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

computer system
(applicable to the Property Owners' Liability Section)

any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility

contents

in connection with the **business**

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

contents of common parts

any **contents** used solely in connection with **your business** belonging to **you** or for which **you** are legally responsible and kept in reception and storage areas or other communal parts at the **premises**

contract works parts

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

covered equipment

equipment at the **premises** owned by **you** or for which **you** are responsible

- which is built to operate under vacuum or pressure, other than the weight of its contents; or
- that generates, transmits, stores or converts energy; or
- which is **computer equipment**

It does not include:

- any supporting structure, foundation, masonry, brickwork or cabinet
- any insulating or refractory material
- any vehicles, aircraft, floating vessels or any equipment mounted thereon (other than vehicle recovery crane or equipment which is included but not the actual vehicle)
- self propelled plant and equipment (other than forklift trucks and pallet trucks used by **you** at **your premises**)
- dragline, excavation or construction equipment
- equipment manufactured by **you** for sale
- safety or protective devices due to their functioning
- tools, dies, cutting edges, crushing surfaces, trailing cables, non-metallic linings, driving belts or bands or any part requiring periodic renewal
- any electronic equipment (other than **computer equipment**) used for research, diagnostic, treatment, experimental or other medical or scientific purposes with a new replacement value in excess of £30,000
- any **manufacturing production or process equipment** including linked **computer equipment**
- any electricity generating equipment other than emergency back-up power equipment or wind turbines less than 10kw or photovoltaic equipment less than 50kw
- any kitchen and food preparation equipment, laundry and cleaning equipment, audio-visual equipment and **computer equipment** whilst in a private dwelling or private dwelling quarters (unless such equipment is owned by **you** or for which **you** are responsible)
- any **biomass or biogas installation**
- any **hydroelectric installation**

Definitions

cyber act

(applicable to the Property Owners' Liability Section)

an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**

cyber incident

(applicable to the Property Owners' Liability Section)

- a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**; or
- b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**

damage

accidental loss, destruction or damage unless otherwise excluded

data

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

data

(applicable to the Property Owners' Liability Section)

information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**.

declared value

your assessment of the cost of reinstatement of the **buildings, computer equipment, tenants improvements or trade contents** arrived at in accordance with paragraph a) of Basis of claims settlement g) under the Property Damage section at the level of costs applying at the start of the **period of insurance** (ignoring inflationary provisions which may apply subsequently) together with an allowance for

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

denial of service attack

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

electronic derangement

malfunction of the **computer equipment** or electronic circuitry controlling or operating the **covered equipment** that is not accompanied by visible damage and requires replacement of one or more insured components of the **covered equipment** in order to restore it to its normal operation

electronic derangement does not include:

- a) the rebooting, reloading or updating of software or firmware
- b) the incompatibility of **covered equipment** with any software or equipment installed, introduced or networked within the previous 30 days
- c) the **covered equipment** being of insufficient size, specification or capacity
- d) malfunction resulting from causes excluded under the Equipment Breakdown Section 'What you are not covered for' item number 2

employee

in connection with **your business** any

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

(not applicable to Legal Expenses sub-section)

estimated gross rent receivable

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

excess

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

explosion

the sudden and violent rending of the **covered equipment** by force of internal steam or other fluid pressure (other than pressure of chemical action, ignited flue gases or ignition of the contents) causing bodily displacement of any part of the **covered equipment** together with forcible ejection of its contents

Definitions

| | |
|--|--|
| financial loss | a pecuniary loss cost or expense |
| general cover | any insurance provided by this policy (other than the Terrorism Section) in respect of property and/or business interruption in Great Britain |
| Great Britain | England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 |
| gross rent receivable | the money paid or payable to you for accommodation and services provided (including service charges) at the premises |
| hacking | unauthorised access to any computer system , whether your property or not |
| hazardous substance | any substance, other than ammonia, that has been declared to be hazardous to health by a governmental agency |
| hired in plant | mechanical, electrical or manually powered implements, materials, containment, preparation and handling equipment, scaffolding, staging, ladders and similar equipment, site huts, cabins or similar contractors plant and equipment hired in by you |
| hydroelectric installations | any equipment, machinery, dam and weir used in connection with running a hydroelectric-power station, including turbines, sluice gates, screens, screeners, pumps, motors, generators, gearboxes, engines, alternators and associated equipment plus any substation and distribution transformer, switchgear, meter, cabling, telecommunication and monitoring device, building and converter housing (including fixtures and fittings), and security equipment |
| indemnity period | the period beginning with the date of damage and lasting for the period during which your business is affected as a result of the damage , but not longer than the maximum indemnity period shown in the schedule |
| intruder alarm installation | the component parts of the alarm including the means of communication used to transmit signals |
| manufacturing production or process equipment | any machine or apparatus (other than boilers, lifts, forklift trucks, dock levellers and lifting tables) which has a primary purpose of processing or producing a product or service intended for eventual sale by you and any equipment which exclusively serves such machinery or apparatus |
| maximum indemnity period | the period stated in the schedule as the maximum indemnity period |
| money | 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 business and belonging to you or for which you are legally responsible |
| nuclear installation | any installation of such class and description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument, being an installation designed or adapted for: <ul style="list-style-type: none">• the production or use of atomic energy• the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations• the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel |
| nuclear reactor | any part (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons |
| operative sections | the sections which you have selected and for which cover is provided by this policy |
| outstanding debit | the individual amounts owed to you by your customers and shown as outstanding in your records, after adjustment for bad debts, abnormal trading conditions and debit/credit amounts not passed through your books during the period between the last record and the date of the damage |

Definitions

| | |
|--|---|
| period of insurance | the period stated in the schedule as the period of insurance |
| personal effects | personal possessions normally worn, carried by, on or about the person, clothing, tools and pedal cycles not otherwise insured, belonging to your directors, partners, employees , customers and visitors |
| phishing | any access or attempted access to data made by means of misrepresentation or deception |
| pollutants | any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste (waste includes materials to be recycled, reconditioned or reclaimed) |
| pollution or contamination (applicable to General Exclusions and all sections other than the Property Owners' Liability Section) | a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and b) all bodily injury or damage directly or indirectly caused by such pollution or contamination |
| pollution or contamination (applicable to the Property Owners Liability Section) | a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and b) all bodily injury or damage directly or indirectly caused by such pollution or contamination arising from any pollutants |
| premises | the buildings and the land inside the boundary of the risk address stated in the schedule occupied by you for the purpose of the business |
| products | any goods, including containers, packaging, labelling and instructions for use, sold, supplied, processed, delivered, installed, tested, repaired, serviced, altered, treated or hired out by you in connection with the business and no longer in your possession or control |
| property insured | buildings, computer equipment, computer systems, stock, specified stock, tenants improvements and trade contents or any other property, as specified in the schedule |
| residential | flat or block of flats, apartment block, maisonette or house occupied for domestic purposes |
| residential landlords contents | furniture, furnishings, fixtures and fittings and interior decorations used solely in connection with your business belonging to you or for which you are responsible within residential parts of the buildings but excluding contents of common parts |
| schedule | this provides details of you , the period of insurance , the operative sections of the policy, the sums insured and limits which apply and specifies any endorsements which amend the standard policy wording |
| standard gross rent receivable | the gross rent receivable during that period in the twelve months immediately before the date of damage which corresponds with the indemnity period |
| tenant's or leasee's improvements | improvements, alterations and decorations which have been undertaken to the buildings either by you or a previous occupier, as tenant and for which you are legally responsible as occupier and not as owner |
| territorial limits | Great Britain , Northern Ireland, the Isle of Man or the Channel Islands |
| United Kingdom | England, Scotland, Wales and the Isle of Man |
| unoccupied | empty, vacant or no longer used for a period of more than thirty consecutive days |
| virus or similar mechanism | program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage , interfere with, adversely affect, infiltrate or monitor computer programs, computer systems, data or operations, whether involving self-replication or not. The definition of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage , interfere with, adversely affect, infiltrate or monitor as above |
| we, us, our | Covea Insurance plc unless otherwise stated |
| you, your, yours | the person, persons or company named as the Insured in the schedule . |

General Conditions

Applicable to all sections

Cancellation

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

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

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

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

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

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

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

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

Valid reasons may include but are not limited to:

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

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

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

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

Change in risk

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

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

This policy shall be avoided if:

- a) **your** interest ceases other than by death
- b) the **business** be wound up or carried on by a liquidator or receiver or permanently discontinued

at any time after the commencement of this insurance unless **we** have accepted the change.

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

General Conditions

Applicable to all sections

Claims

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

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

Contracts (Rights of Third Parties) Act 1999

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

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 weeks

and 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.

Fair Presentation of the Risk

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

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

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

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

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

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

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

General Conditions

Applicable to all sections

Fair Presentation of the Risk (continued)

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

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

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

Fraud

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

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

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

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

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

Fraudulent claims include but are not limited to:

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

Law applicable

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

Other insurance

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

Other interests (to be declared)

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

Reasonable Care

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

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

General Conditions

Applicable to all sections

Reinstatement of sum insured

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

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

Rights

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

Sanctions

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

Security

It is a condition precedent to **our** liability for any **claim** resulting from fire, theft or malicious damage, that in so far as **you** are responsible for them **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 when the **premises** are open for **business**
- fire extinguishers, sprinkler systems and fire alarms be maintained in efficient working order
- alterations or additions to or changes in or removal of security devices be advised to **us** immediately in writing.

Subjectivity

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

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

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.

Survey and Risk Improvement

- a) It is a condition precedent to **our** liability under this policy that:
as required by **us**, **we** will be allowed access to the **premises** to carry out a survey either:
 - i) after inception of this policy
 - ii) prior to or post renewal of this policy; or
 - iii) the date **we** confirm cover in respect of an alteration made to this policy
- b) **you** will in respect of such survey:
 - i) supply an appropriate contact name, contact telephone number and email address (where appropriate) to facilitate the survey
 - ii) co-operate fully with **us** during the visit on the agreed date(s); and
 - iii) implement any risk improvement requirements set out in a risk improvement report forwarded after survey to **you** by **us**, within the timescales specified therein and all risk improvement requirements remain in place and fully operational throughout the currency of this policy.

We reserve the right to amend terms, definitions, conditions, clauses, exclusions and premium, of this policy, or withdraw cover under this policy if **you** fail to comply with any of the above. If **we** exercise any of the above options, **we** will advise **you** in writing confirming the action.

General Conditions

Applicable to all sections

Terms Not Relevant to a Loss

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

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

Underinsurance

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

Unoccupied Buildings

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

General Exclusions

What you are not covered for:

1. Applicable to all Sections

We will not pay for loss, destruction or damage to any property whatsoever or any claim, cost or expense whatsoever resulting or arising therefrom or any consequential loss or any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

Radioactive Contamination

- a) ionising radiations or contamination or by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous properties of any **nuclear installation**, reactor or other nuclear assembly or nuclear component thereof
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter, but the exclusion in this paragraph d) shall not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- e) any chemical biological bio-chemical or electromagnetic weapon

As far as concerns **bodily injury** caused to any **employee** of **yours** if such **bodily injury** arises out of and in the course of employment or engagement of such person by **you** this exclusion shall apply only in respect of:

- i) the liability of any principal
- ii) liability assumed by **you** under agreement and which would not have attached in the absence of such agreement.

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

2. Applicable to all Sections other than Liability

We will not pay for any loss, damage or any liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

Act of Terrorism

An **act of terrorism**.

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

Communicable Disease

- a)
 - i) a **communicable disease**; or
 - ii) the fear or threat (whether actual or perceived) of a **communicable disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

The above exclusion includes, without limitation to the scope of the foregoing:

1. any cost to clean up, detoxify, remove, monitor or test:
 - a) for a **communicable disease**; or
 - b) any property insured hereunder that is affected by such **communicable disease**, and
 2. any measures taken by any governmental, public or other authority or any other person for the prevention, suppression, mitigation, cleaning or removal of any **communicable disease**.
- b) However, paragraph a) shall not apply to physical loss or destruction of, or physical damage to, property and any resulting consequential

General Exclusions

What you are not covered for:

loss, to the extent that **you** establishes that such physical loss, destruction or damage was directly caused by:

- i) Terrorism (as defined in this policy), or
- ii) a **defined peril**, as described below where specifically insured by this insurance.

All other terms, conditions and exclusions of the insurance remain the same.

For the purposes of this exclusion the following definition applies:

defined peril means one of the following perils if specifically insured by this insurance:

Fire (howsoever caused); lightning; explosion; aircraft and aerial devices dropped from them; riot; civil commotion; strikers; damage caused by malicious persons; windstorm; rainstorm; hail; tornado; cyclone; typhoon; hurricane; earthquake; seaquake; seismic and/or volcanic disturbance/ eruption; flood (howsoever caused); freeze; ice storm; weight of snow or ice; avalanche; meteorite or asteroid impact; landslip; landslide; mudslide; escape of water, oil or hydraulic fluid from any tank, apparatus or pipe; sprinkler leakage; impact by any road vehicle or animal; theft or attempted theft; mechanical or electrical breakdown; subsidence; heave; implosion; or collapse.

Electronic Risk

(not applicable to Equipment Breakdown Section)

- a) any:
 - i) loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a **computer system**, unless subject to the provisions of paragraph b)
 - ii) loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data**, including any amount pertaining to the value of such **data** unless subject to the provisions of paragraph c).
- b) Notwithstanding paragraph a) above, and subject to all terms, conditions and exclusions of this policy or any endorsement thereto, this policy covers physical damage to property insured under this policy and any consequential loss directly resulting therefrom where such physical damage is directly occasioned by any of the **defined perils** as described below
- c) Notwithstanding sub paragraph a) ii) above, in the event that hardware or the **data** storage device of a **computer system** insured under this policy sustains physical damage caused by a defined **peril** which results in damage to or loss of **data** stored on that hardware or the **data** storage device, then the damage to or loss of such **data** shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost **data** shall only be the costs of reproducing **data** if such costs are indemnified under this policy. Such costs shall include all reasonable and necessary expenses incurred in recreating, gathering or assembling such **data**, but does not include the value of the **data** to **you** or any other party even if such **data** cannot be recreated, gathered or assembled.

For the purposes of this exclusion the following definitions apply:

computer system means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility

data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**

defined peril means fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

Pollution or Contamination

pollution or contamination but this shall not exclude destruction of or **damage** to the **property insured**, not otherwise excluded, caused by:

- a) **pollution or contamination** which itself results from a **defined peril**; or
- b) a **defined peril** which itself results from **pollution or contamination**.

defined peril means one of the following perils if specifically insured by this insurance:

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, earthquake, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, theft, storm, flood, escape of water from any tank apparatus or pipe, escape of oil from any fixed heating installation, impact including by any road vehicle or animal.

Process of Heat

property undergoing any process involving the application of heat

General Exclusions

Theft by Principals

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

Unoccupied Premises

- a) 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 whilst the **buildings** or any individually leased or tenanted portions thereof are **unoccupied** unless agreed by **us**
- b) whilst the **buildings** or any individually leased or tenanted portions thereof are **unoccupied** for a period of more than thirty consecutive days unless agreed by **us**

Unexplained Losses

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

Gradually Operating Causes

wear, tear or any gradually operating cause

Northern Ireland

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

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

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

Pollution or Contamination

- a) liability in respect of **pollution or contamination** other than that caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during any one period of insurance provided that:
 - i) all **pollution or contamination** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place
 - ii) **our** liability for all compensation payable in respect of all **pollution or contamination** which is deemed to have occurred during any one **period of insurance** shall not exceed in the aggregate the Limit of Indemnity stated in the **schedule**
 - iii) this exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories
- b) liability in respect of **pollution or contamination** occurring in the United States of America and/or Canada and/or their dependencies or trust territories

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

2 Capital additions

- a) Newly acquired and/or newly erected **buildings, contents of common parts, commercial landlords contents** and **residential landlords contents** anywhere within the **territorial limits** in so far as such property is not otherwise insured
- b) Alterations, additions and improvements to existing **buildings, contents of common parts, commercial landlords contents** and **residential landlords contents** 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 in the **schedule**
- ii) **you** will notify **us** of such capital additions as soon as possible or within 6 months of the addition and pay the appropriate additional premium that may be required to provide retrospective cover from the commencement date of **your** liability for such property
- iii) following such notification the provisions of this clause are fully reinstated.

3 Debris removal costs

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

- i) removing debris
- ii) dismantling or demolishing
- iii) shoring up or propping

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

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

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

4 Tenants debris removal costs

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

Provided that

- i) **our** liability shall not exceed the amount shown in the **schedule**
- ii) this cover does not apply where a more specific insurance policy is in force

5 Theft of fixed fabric of the building

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

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

6 Protection equipment expenses

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

7 Landscaping costs

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

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

Property Damage Section

What you are covered for:

8 Loss of metered gas and water

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

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

9 Additional statutory costs

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

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

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

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

10 Additional statutory costs – undamaged portions

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

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

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

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

11 Additional costs of construction – energy efficiency

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

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

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

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

12 Temporary removal

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

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

Property Damage Section

What you are covered for:

13 Theft or loss of keys

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

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

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

14 Trace and access

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

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

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

15 Sprinkler upgrade costs

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

Provided that

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

16 Contract works

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

Provided that

- a) **our** liability shall not exceed the amount shown in the **schedule**
- b) this cover does not apply to **contract works** in so far as it is otherwise insured.

17 Gardening equipment

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

Our liability shall not exceed the amount shown in the **schedule**.

18 Tree felling and lopping

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

Provided that

- a) **our** liability shall not exceed the amount shown in the **schedule**
- b) **we** shall not be liable for
 - i) costs solely to comply with a Preservation Order
 - ii) Legal or local authority costs.

Property Damage Section

What you are covered for:

19 Removal of wasp or bee nests or vermin

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

Provided that

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

20 Alternative accommodation and Loss of Rent – residential properties

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

- a) the reasonable additional cost of comparable accommodation incurred by the owner, tenant or lessee and temporary storage of residents' furniture
- b) the reasonable cost of accommodation in kennels and/or catteries for residents' dogs and/or cats if such dogs and/or cats are not permitted in the residents' alternative accommodation
- c) **gross rent receivable**

during the period necessary to restore the **residential** parts of the **buildings** to a habitable condition or to make it accessible

Provided that

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

21 Fly tipping

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

22 Further investigation costs

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

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

Our liability shall not exceed the amount shown in the **schedule**.

23 Emergency services

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

Our liability shall not exceed the amount shown in the **schedule**.

24 Frustrated legal costs

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

Provided that

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

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

Property Damage Section

Maximum amount payable

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

Inflation Protection

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

Basis of claims settlement

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

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

Provided that

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

Following loss, destruction or damage insured by this section and subject to the adequacy of the sums insured

and to the Limits of liability the Company will pay

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

Property Damage Section

Additional clauses

1) Architects' and surveyors' fees

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

2) Contracting purchaser

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

3) Contractor's interest

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

Provided that

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

4) Designation

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

5) Interested parties

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

Provided that

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

6) Non-invalidation

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

7) Subrogation waiver

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

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

Property Damage Section

8) VAT

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

- a) **your** liability for tax arises solely as a result of the reinstatement or repair of the **buildings** following **damage** which **we** have paid or agreed to pay
- b) if any payment made by **us** in respect of the reinstatement or repair of such **damage** shall be less than the actual cost of reinstatement or repair any payment under this clause resulting from that **damage** shall be reduced in like proportion
- c) **your** liability for such tax does not arise from the replacement **building** having a greater floor area than or being better or more extensive than the destroyed or damaged **buildings**
- d) where an option to rebuild on another site is exercised, **our** liability under this clause shall not exceed the amount of tax that would have been payable had the **buildings** been rebuilt on its original site
- e) **our** liability under this clause shall not include amounts payable by **you** as penalties or interest for non payment or late payment of tax
- f) **you** have taken all reasonable precautions to insure adequately for value added tax liability from the inception of this insurance and at each subsequent renewal date

Terms to the contrary elsewhere in this Section are over-ridden as follows in respect of those items to which this clause applies

- i. for the purpose of the Underinsurance General Condition rebuilding costs shall be exclusive of value added tax
- ii. **our** liability may exceed the sum insured by an individual item on **buildings** or in the whole the total sum insured where such excess is solely in respect of value added tax.

9) Workmen

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

10) Day one

A. Subject to the following Special Conditions the basis upon which the amount payable in respect of any item on **buildings, contents of common parts, commercial landlords contents** or **residential landlords contents** is to be calculated shall be the reinstatement of the property lost, destroyed or damaged.

For this purpose 'reinstatement' means:

- a) the rebuilding or replacement of property lost or destroyed which, provided **our** liability is not increased, may be carried out:
 - i) in any manner suitable to **your** requirements
 - ii) upon another site

B. The premium is based on the **declared value** (shown in the **schedule**) -

Special conditions

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

Property Damage Section

11) Average waiver

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

provided that

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

What you are not covered for:

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

Property Damage Section

What you are not covered for:

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

Loss of Rent Section

What you are covered for:

- 1 The amount of loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** in consequence of **damage** occurring during the **period of insurance** to any property used by **you** at the **premises** for the purposes of the **business**, provided that:
 - a) such **damage** would not have been excluded by the Property Damage Section of this policy
 - b) at the time of **damage** there is insurance in force covering **your** interest in the property at the **premises** against **damage** and that:
 - i) payment has been made or liability admitted under that insurance; or
 - ii) payment would have been made or liability admitted, for the **damage**, but for the operation of a proviso in the insurance excluding liability for losses below a specified amount.

2 Prevention of access

Interruption of or interference with the **business** as a result of **damage** to property within 1 kilometre of the **premises** which prevents or hinders the use of or prevents access to the **premises** provided that **we** shall not be liable for **damage** to the property of any public utility from which **you** obtain supplies or services.

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

3 Public utilities

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

- i) generating station or sub-station of the public electricity supplier
 - ii) land based premises of the public gas supplier or of any natural gas producer linked directly with them
 - iii) land based premises of the public telecommunications supplier or internet service provider
 - iv) waterworks or pumping station of the public water supplier
- within the **territorial limits** from which **you** obtain electricity, gas or water supplies or telecommunication services.

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

4 Deeds & documents

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

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

5 Compulsory closure

Interruption of or interference with the **business** as a result of compulsory closure of the **premises** by a public body authorised to prevent access to the **premises** arising from the occurrence of

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

Special Condition

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

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

For the purposes of the cover provided by this Extension the **indemnity period** is restated as follows:

The **indemnity period** shall mean the period of time during which interruption to the **business** occurs as a result of the matters set out at sub-clauses a) – c) (each 'an occurrence') commencing with the date of the closure of the **premises** and not exceeding:

- i) 30 days in respect of each occurrence and
- ii) 30 days in total in respect of all occurrences in any one **period of insurance**

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

Loss of Rent Section

What you are covered for:

6 Book debts

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

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

Our liability in respect of loss of net **outstanding debit balances** and their associated additional expenditure and accountants' charges will not exceed the amount shown in the **schedule** in any one **period of insurance**.

Special Condition

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

7 Capital additions

Loss of rent in respect of

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

Provided that

- i) at any one location **our** liability shall not exceed the amount shown in the **schedule**
- ii) **you** will notify **us** of such capital additions as soon as possible or within 6 months of the addition and pay the appropriate additional premium that may be required to provide retrospective cover from the commencement date of **your** liability for such property
- iii) following such notification the provisions of this clause are fully reinstated.

8 Loss of investment income

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

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

9 Premises of managing agents

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

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

10 Loss of attraction

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

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

11 Contracting purchaser's interest

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

Provided that

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

Loss of Rent Section

What you are covered for:

1. Rent free period

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

Provided that **our** liability shall not exceed the sum insured shown in the **schedule**.

Maximum amount payable

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

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

Basis of claims settlement

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

Gross rent receivable - loss thereof due to

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

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

Additional Increase in Cost of Working

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

Additional clauses

1) Alternative trading

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

2) Professional accountants

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

3) Separate departments

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

Loss of Rent Section

Additional clauses

4) Payment on account

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

What you are not covered for:

Any interruption of or interference with the **business**:

1. in consequence of **damage** excluded by the Property Damage Section of this policy
2. not caused by **damage** other than as described in 'What you are covered for' 5 Compulsory Closure
3. caused by the deliberate act of any supply undertaking or by the exercise by any such undertaking of its power to withhold or restrict supply or services
4. if **your** interest ceases other than by death or the **business** is:
 - a) wound up or carried on by a liquidator or receiver or
 - b) permanently discontinued.unless **we** agree otherwise in writing

Equipment Breakdown Section

Definitions

For the purposes of this section the following definitions apply:

business

Your business activities relating to the Business Description shown in the **schedule**.

cyber event

- a) a failure of electronic equipment to correctly recognise, process or store any data
- b) a hostile, malicious, illegal or transgressive act committed through electronic systems or, including but not limited to:
 - i) a virus (a program, code, programming instruction or any set of instructions intended to damage, interfere with or have a negative effect on computer programs, data or operations);
 - ii) hacking (unauthorised access to any computer or other electronic equipment);
 - iii) a denial of service attack (any actions or instructions intended to damage, interfere with or affect the availability or performance of networks, network services, network connectivity or telecommunication systems).

What you are covered for:

1 We will pay **you** for direct physical loss or damage from an **accident** to **covered equipment** that is owned by **you** or for which **you** are responsible. The cover under this section will only apply where the Property Damage or the Property Damage and Loss of Rent sections of the policy are shown as insured on the **schedule** for the current **period of insurance**.

2 Hazardous substances

We will pay for the additional costs to repair or replace **covered equipment** because of contamination by a **hazardous substance** including any additional expenses incurred to clean up or dispose of such property.

Our liability will not exceed the amount shown in the **schedule** in any one **accident**.

3 Reinstatement of data and computer increased costs of working

Unless otherwise excluded, **we** will pay for the following costs incurred as a result of an **accident** to **covered equipment** at the **premises**.

a) Reinstating data lost or damaged

Our liability will not exceed the amount shown in the **schedule** any one **accident**.

Provided that:

i) liability is limited solely to the cost of reinstating data onto **computer media**

ii) **we** will not be liable for loss of or damage to software.

b) Reasonable costs necessarily incurred in minimising or preventing the resulting interruption or interference to **your** computer operations.

Our liability will not exceed the amount shown in the **schedule** any one **accident** in respect of such additional costs.

4 Public Authorities/Law or Ordinance

If an **accident** to **covered equipment** causes **damage** to a building that is covered under this policy and the loss is increased by enforcement of any public authority, ordinance or law in force at the time of the **accident** that regulates the construction or repair of buildings, or establishes zoning or land use requirements, **we** will pay for the following additional costs to comply with such ordinance or law:

a) **your** actual expenditure for the cost to demolish and clear the site of undamaged parts

b) **your** actual expenditure for increased costs to repair, rebuild or construct the building. If the building is repaired or rebuilt, it must be intended for similar use or occupancy as the current building, unless otherwise required by zoning or land use ordinance or law.

We will not pay for:

a) any fine

b) any liability to a third party

c) any increase in loss due to a **hazardous substance** (other than as specifically insured under What you are covered for - Hazardous substances)

d) increased construction costs until the building is actually repaired or replaced.

Our liability will not exceed the Equipment Breakdown limit of Liability shown in the **schedule**.

Equipment Breakdown Section

What you are covered for:

5 Loss of Rent

Where the Loss of Rent section is insured **we** will pay for financial loss caused by or resulting from an **accident** to **covered equipment**. **We** will not be liable under this Cover for any loss resulting from 'What you are covered for' – Damage to own surrounding property.

Our liability will not exceed the amount shown in the **schedule** or the Loss or Rent sum insured, whichever is the lower in any one **period of insurance**.

6 Expediting expenses

We will pay **you** for the reasonable extra cost to make temporary repairs and to expedite permanent repairs or permanent replacement of damaged **covered equipment**.

Our liability will not exceed the amount shown in the **schedule** in respect of any one **accident**.

7 Hire of substitute item

If **covered equipment** is damaged as a result of an **accident**, **we** will pay **you** for the cost of hire charges actually incurred by **you** during the **period of insurance** for the necessary hire of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged.

Our liability will not exceed the amount shown in the **schedule** in respect of any one **accident**.

8 Storage tanks & loss of contents

We will pay for **damage** caused by an **accident** to oil storage or water tanks including connected pipework belonging to **you** or for which **you** are responsible at the **premises**.

We will also pay for loss of the contents of oil storage tanks caused by:

- a) escape of contents, leakage, discharge or overflow from the oil storage tanks caused by or resulting from an **accident**
- b) contamination of the contents of the oil storage tanks caused by or resulting from an **accident**

including cleaning costs incurred as a result of such a loss.

Our liability will not exceed the amount shown in the **schedule** in respect of any one **accident**.

9 Damage to own surrounding property

We will pay for **damage** to property at the **premises** belonging to **you** or in **your** custody and control and for which **you** are responsible, directly resulting from the **explosion** or **collapse** of **covered equipment** operating under steam pressure.

Our liability will not exceed the amount shown in the **schedule** in respect of any one **accident**.

10 Additional access costs

Where the Loss of Rent section is insured **we** will pay for any necessary additional costs incurred in order to gain access to repair or replace the **covered equipment** following an **accident**.

Our liability will not exceed the amount shown in the **schedule** in respect of any one **accident**.

11 Debris Removal

We will pay for costs incurred in the removal of debris and protection of **covered equipment** following an **accident**.

Our liability will not exceed the amount shown in the **schedule** in respect of any one **accident**.

12 Repair Costs Investigation

We will pay costs relating to repair, investigations and tests by consulting engineers for damage to **covered equipment** following an **accident**.

We will not pay for:

- a) any fees incurred in preparing a claim
- b) any amount unless prior consent has been given by **us**

Our liability will not exceed the amount shown in the **schedule** in respect of any one **accident**.

Equipment Breakdown Section

What you are covered for:

13 Hired in Plant

We will pay **you** for amounts which **you** are legally liable to pay under the terms of the hiring agreement in respect of plant hired in by **you** in respect of:

- a) physical **damage** to the plant
- b) continuing hiring charges for the plant following **damage** insured under a)

whilst the plant is at any **premises** stated in the **schedule** and whilst in transit (other than by sea or air) from one **premises** to another.

Where legal proceedings have been initiated against **you** with respect to an indemnifiable incident under this Extension **we** will with **our** written consent pay all legal expenses actually incurred by **you**.

Special Conditions

1. Hiring Conditions

We will indemnify **you** to the extent required by:

- a) The Model Conditions for the Hiring of Plant recommended by the Construction Plant-hire Association or the Scottish Plant Owners Association or conditions not more onerous

or

- b) specific conditions agreed by **us** in writing and shown on the **schedule**

In the event of a loss involving hire conditions more onerous than those covered by this Extension the indemnity provided will be limited to liability under a) or b) above as applicable

2. Multiple Lifting Operations

For the insurance provided under this Extension to be operative during any operation in which a load is shared between any items of lifting plant or lifting equipment (whether insured under this Extension or not) the lifting operation must be conducted in accordance with BS7121.

Special Exclusions

1. Hire Purchase or Free Loan

Physical loss of or damage to any property on free loan or hire purchase to **you**.

2. Road Vehicles

Loss of or damage to:

- a) licensed cars lorries vans trucks or other road vehicles which are used in circumstances requiring insurance under any road traffic legislation (other than contractors plant as a tool of trade)
- b) quad bikes or motorcycles

3. Unexplained Losses

Unaccountable losses or losses discovered on the occasion of checks or inventories unless **you** can produce reasonable proof that such losses are as a result of an identifiable incident

4. Loss of Use

We will not pay for loss of use of the property insured by this Extension or consequential loss of any kind.

Equipment Breakdown Section

Maximum Amount Payable

Our liability will not exceed the Equipment Breakdown Limit of Liability shown in the **schedule**. Within this amount **our** liability will not exceed £500,000 for any one **accident** to **computer equipment**.

Any limit shown against covers 2 - 13 are within and do not increase the Equipment Breakdown Limit of Liability.

Basis of Claims Settlement

As described in the Property Damage and Loss of Rent sections of this policy.

What you are not covered for:

1. loss or damage caused by or resulting from a hydrostatic pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment
2. loss or damage of any kind caused by a **cyber event**
3. loss or damage to data or **computer media** of any kind caused by:
 - a) programming error or programming limitation
 - b) loss of data (other than as specifically provided for under 'What you are covered for' 3. Reinstatement of data
 - c) loss of access
 - d) loss of use
 - e) loss of functionality
4. loss or damage caused by:
 - a) depletion, deterioration, corrosion, erosion, wear and tear or other gradually developing conditions
 - b) any condition which can be corrected by resetting, calibrating, realigning, tightening, adjusting or cleaning or by the performance of maintenanceBut if loss or damage from an **accident** results **we** will be liable for that resulting loss or damage
5. loss or damage recoverable under any maintenance agreement or any warranty or guarantee
6. any claim, cost or loss caused by or resulting from **your** commercial decision to stop trading
7. the relevant **excess** stated in the **schedule**.

Special Conditions

These Special Conditions are in addition to the General Conditions shown at the front of **your** policy.

1. Back Up Records

You must:

- a) back up original data at least every 7 days
- b) take precautions to make sure that all data is stored safely

If **you** fail to comply with this Condition **we** will not pay for any claim unless **you** can evidence that formal procedures are in place and that the failure to comply was an accidental oversight or as a result of circumstances beyond **your** control.

2. Precautions

You must exercise due diligence in:

- a) complying with any statute or order
- b) ensuring that **your** items are properly maintained and used in accordance with manufacturer's recommendations and in taking reasonable precautions to prevent **damage**.

Terrorism Section

Definitions

For the purposes of this section the following definitions apply:

consequential loss

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

act of terrorism

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

Terrorism – Property Damage

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

Terrorism – Business Interruption

This sub-section applies to loss of rent, cost of alternative accommodation or increase in cost of working or other such items of loss (other than **book debts**) resulting from interruption or interference as described, defined and specified as insured in the **general cover** provided by this policy.

Provided that at the time of **damage** that causes the interruption or interference there shall be in force an insurance provided by **us** covering **your** interest in the property that suffers such **damage** and that payment shall have been made or liability admitted therefor under such insurance or that payment would have been made or liability would have been admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.

Terrorism – Book Debts

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

What you are covered for:

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

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

Terrorism Section

What you are not covered for:

We will not be liable under this section in respect of

1. **damage** or business interruption directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from
 - a) riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
2. **damage** or **consequential loss** caused by contributed to by or arising from or occasioned by or resulting from:
 - a) **damage** to any **computer system** or
 - b) any alteration, modification, distortion, erasure or corruption of **data**

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

This exclusion shall not apply in respect of:

- i) **damage** which itself results directly (or, solely as regards to (ii) c) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, **damage** to or movement of buildings or structures, plant or machinery other than any **computer system**; and
- ii) comprises:
 - a) the cost of reinstatement, replacement or repair in respect of **damage** to **your** Property; or
 - b) **consequential loss** as a direct result of **damage** to **your** Property or as a direct result of denial, prevention or hindrance of access to or use of the **premises** by reason of an **act of terrorism** causing **damage** to other Property within one mile of the **premises** which access is affected; or
 - c) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of **damage** to **your** Property and any additional costs or charges reasonably and necessarily paid by **you** to avoid or diminish such loss and
- iii) is not proximately caused by an **act of terrorism** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

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

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

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

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

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

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

Terrorism Section

Special Conditions

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

Employers' Liability Section

What you are covered for:

- 1 We** will pay all amounts which **you** shall become legally liable to pay as damages in respect of accidental **bodily injury** to any **employee** if such **bodily injury** arises out of and in the course of his employment by **you** in the **business** and caused
- during the **period of insurance**
 - within the **territorial limits**
 - elsewhere in the world in respect of any journey or temporary visit in connection with the **business** by **you** or any of **your** directors, partners or **employees** normally resident within the **territorial limits**

2 Compensation for court attendance

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

3 Corporate Manslaughter

We will pay **you** in respect of

- legal costs and expenses incurred with **our** prior written consent and
- 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

- our** liability shall not exceed the maximum amount payable shown in the **schedule** during any one **period of insurance**
- all amounts payable under this extension will form part of and not be in addition to the limit of indemnity stated in the **schedule**
- 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
- 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

- any fines or penalties or the cost of implementing any remedial order or publicity order
- an appeal against any fines penalties remedial order or publicity order
- any costs incurred which result from the failure to comply with any remedial order or publicity order
- 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
- 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**
- costs and expenses provided by any other source or any other insurance or where but for the existence of this extension would have been provided by such source or insurance
- costs and expenses in connection with the defence of any criminal proceedings unless such proceedings are brought against **you** in a Court of Law in **Great Britain**, Northern Ireland, the Isle of Man or the Channel Islands.

4 Cross liabilities

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

Employers' Liability Section

What you are covered for:

5 Health and Safety at Work etc. Act 1974

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

We will not be liable for

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

6 Indemnity to other persons

We will pay at **your** request

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

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

Provided that

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

7 Unsatisfied Court Judgements

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

Provided that

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

Employers' Liability Section

Basis of claims settlement

The maximum amount payable in respect of

- a) accidental **bodily injury** to **employees**
- b) all legal costs recoverable from **you** by any claimant
- c) any other costs and expenses of litigation incurred with **our** written consent
- d) solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry
- e) the costs incurred, with **our** written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of payment under this section of the policy

arising out of and in the course of employment in the **business** will not exceed

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

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

What you are not covered for:

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

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

Special Conditions

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

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) **damage** to material property
- c) accidental obstruction, accidental trespass or accidental nuisance resulting in interference with or loss of enjoyment of material property arising out of the ownership of the **premises** or in the course of the **business** and occurring
 - i) during the **period of insurance**
 - ii) within the **territorial limits**
 - iii) elsewhere in the world in respect of any journey or temporary visit in connection with the **business** by **you** or any of **your** directors, partners or **employees** normally resident within the **territorial limits**, provided such journey or visit is not for the purpose of performing manual work

2 Compensation for court attendance

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

3 Contingent motor liability (non-owned vehicles)

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

Provided **we** will not be liable

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

4 Corporate Manslaughter

We will pay **you** in respect of

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

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

Provided that

- i) **our** liability shall not exceed the maximum amount payable shown in the **schedule** during any one **period of insurance**
- ii) all amounts payable under this extension will form part of and not be in addition to the maximum amount payable shown in the **schedule**
- iii) where **we** have already provided a payment in respect of any legal costs or expenses incurred in connection 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.

Property Owners' Liability Section

We will not be liable for

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

What you are covered for:

5 Cross liabilities

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

6 General Data Protection Regulations

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

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

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

7 Defective Premises Act 1972

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

We will not be liable

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

8 Health and Safety at Work etc. Act 1974

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

We will not be liable for

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

Property Owners' Liability Section

What you are covered for:

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 who is entitled to payment under any other policy.

12 Financial loss

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

We will not be liable for

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

Property Owners' Liability Section

What you are covered for:

13 Obstructing vehicles

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

Provided that

a) such movement shall be limited to the shortest period necessary

b) **we** will not be liable for

- i) **damage** to any motor vehicle or to goods being carried
- ii) liability arising outside the **territorial limits**
- iii) any claim for **bodily injury** or **damage** in circumstances in respect of which insurance or security is necessary to meet the requirements of road traffic legislation.

14 Legionellosis

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

Provided that

- i) the total amount **we** will pay in the aggregate for any one occurrence or series of occurrences shall not exceed the maximum amount payable shown in the **schedule**
- ii) all amounts payable under this extension will form part of and not be in addition to the limit of indemnity stated in the **schedule**
- iii) **we** will not be liable for legal liability arising in respect of incidents occurring prior to the commencement of the first or first renewal **period of insurance** beginning on or after 31st March 2014, whichever is the latter.

Special Condition

It is a condition precedent to liability that you

i. comply with the requirements of the Health and Safety Commission Approved Code of Practice

"The Prevention and Control of Legionellosis" (including Legionnaires Disease) or any supplementary, replacement or amending Code of Practice

ii. keep records evidencing compliance for our inspection or produce copies of such records immediately on request

Basis of claims settlement

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

The maximum amount payable under this section for all damages payable as a result of all occurrences arising directly or indirectly from **communicable disease** during any one **period of insurance** and in the aggregate shall not exceed £1,000,000 inclusive of all costs and expenses. This limit will form part of and not be in addition to the indemnity limit stated in the **schedule**.

Property Owners' Liability Section

What you are not covered for:

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

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

This Exclusion shall not apply in respect of:

- i) **bodily injury**
- ii) physical 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.

Asset Extra Section

Your Schedule will indicate if this Section is insured

a) Legal Expenses

The insurance and additional services provided under this Section are administered and underwritten by DAS Legal Expenses Insurance Company Limited ('DAS').

For the purposes of this Section only this insurance is a contract between **you** and **DAS**.

To make sure that **you** get the most from **your DAS** cover, please take the time to read this Section which explains the contract between **you** and **us**. Please take extra care in following the procedures throughout the policy and in particular those applying to the Employment Compensation Awards cover.

Definitions

The following Definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply:

| | |
|--|---|
| appointed representative | the preferred law firm , law firm, tax consultancy, accountant or other suitably qualified person we will appoint to act on the insured person's behalf. |
| costs and expenses | <ul style="list-style-type: none">a) all reasonable, proportionate and necessary costs chargeable by the appointed representative and agreed by us in accordance with the DAS Standard Terms of Appointment.b) the costs incurred by opponents in civil cases if the insured person has been ordered to pay them, or the insured person pays them with our agreement. |
| countries covered | <ul style="list-style-type: none">a) for 'What you are covered for' 2 Legal defence (excluding e) Statutory notice appeals), and Bodily injury The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.b) for all other insured incidents the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands. |
| DAS Standard Terms of appointment | the terms and conditions (including the amount we will pay to an appointed representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an appointed representative the amount is currently £100 per hour. This amount may vary from time to time. |
| date of occurrence | <ul style="list-style-type: none">a) for civil cases (other than as specified under (c) to (d) below), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events (This is the date the event happened, which may be before the day you or an insured person first become aware of it).b) for criminal cases, the date the insured person began, or is alleged to have begun to break the lawc) for insured incident Tax protection, the date when HM Revenue & Customs, or the relevant authority, first notifies you of its intention to carry out an enquiry. For VAT or employer compliance disputes, the date the dispute arises during the period of insurance following the issue of an assessment, written decision or notice of a civil penalty.d) for 'What you are covered for' 2 Legal defence e) Statutory notice appeals, the date when the insured person is issued with the relevant notice and has the right to appeal |
| employer compliance dispute | a dispute with HM Revenue & Customs concerning your compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations |
| insured incident | as specified under "Cover" in the Legal Expenses sub-section of this policy |
| insured person | you and the directors, partners, managers, employees and any other individuals declared to us by you |
| period of insurance | the period for which we have agreed to cover the insured person and for which we have accepted the premium |

Asset Extra Section

Your Schedule will indicate if this Section is insured

preferred law firm or tax consultancy

a law firm, barrister or tax expert **we** choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the **insured person's** claim and must comply with **our** agreed service standard levels, which **we** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**

reasonable prospects

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

tax enquiry

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

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

we,us,our

DAS Legal Expenses Insurance Company Limited

VAT dispute

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

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

How this Section of your policy can help

Please find below information about the services this Section of **your** policy offers and details of how to make a claim.

If **you** wish to speak to **us** about:

- Legal Advice** – **You** can get telephone legal advice on any legal issue affecting **your business**.
- Insurance Claims** – **You** can report a claim 24/7.
- Tax Advice** – dedicated tax advisers can provide advice on tax issues affecting **your business**.

Please phone **us** on **0330 024 2364**. **We** will ask **you** about **your** legal issue and if necessary call **you** back to deal with **your** query.

Reporting a Claim

Important Information

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

Report your Claim

- Call **us** on **0330 024 2364**, available 24 hours a day, 7 days a week
- Have **your** policy number ready and **we**'ll ask you about your claim

We will assess the Claim

- To check **your** claim is covered by **your** policy
- And, if it is, **we** will send it to a lawyer who specialises in **your** type of claim

The Lawyer will

- Assess **your** case and tell **you** how likely it is **you** will win

If you are more likely than not to win, the Lawyer will

- Manage the case from start to finish

Please note this is an overview of the claims process for guidance purposes only. **Our** claims handlers can answer any questions **you** may have when

Asset Extra Section

Your Schedule will indicate if this Section is insured

they receive **your** claim, alternatively **you** can visit www.das.co.uk/legal-protection/how-to-claim

How to make a complaint

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

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

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

If you are not happy with the complaint outcome or if **we** have been unable to respond to your complaint within 8 weeks, you may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints. Details available from www.financial-ombudsman.org.uk.

Further information is available on their website: www.financial-ombudsman.org.uk.

Using this service does not affect your right to take legal action.

Our Head and Registered Office is:

This Section is underwritten by DAS Legal Expenses Insurance Company Limited who are registered in England and Wales, Company Number 103274. Website: www.das.co.uk

Head and Registered Office: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

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

Our Agreement

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

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

What we will pay

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

- a) the most **we** will pay in respect of 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 policy schedule
- b) the most **we** will pay for the total of all compensation awards under 'What you are covered for' 1) Employment Disputes and Compensation Awards b) Compensation Awards in any one **period of insurance** shall not exceed £1,000,000.
- c) the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm** or tax consultancy. The amount **we** will pay a law firm (where acting on **your** behalf) is currently £100 per hour. This amount may vary from time to time
- d) in respect of an appeal or the defence of an appeal, **you** must tell **us** as soon as possible within statutory time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
- e) for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this section, **we** must agree that **reasonable prospects** exist
- f) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award and
- g) In respect of 'What you are covered for' 2 Legal defence f) Jury service and court attendance the maximum we will pay is the **insured person's** net salary or wages for the time that the **insured person** is attending court or tribunal, less any amount **you**, the court or tribunal pays.

What you are not covered for

Asset Extra Section

Your Schedule will indicate if this Section is insured

1. In the event of a claim, if **you** decide not to use the services of a **preferred law firm** or tax consultancy, **you** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**.
2. If **you** are registered for VAT **we** will not pay the VAT element of any **costs and expenses**.
3. The first £500 of any contract dispute claim where the amount in dispute exceeds £5,000 (including VAT). If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn.

What you are covered for

1. Employment Disputes and Compensation Awards

a) Employment Disputes

Costs and expense to defend **your** legal rights

- i) before the issue of legal proceedings in a court or tribunal:
 - a) following the dismissal of an **employee**; or
 - b) where an **employee** or ex-**employee** has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure; or
- ii) in unfair dismissal disputes under the ACAS Arbitration Scheme; or
- iii) in legal proceedings in respect of any dispute relating to:
 - a) a contract of employment with **you**; or
 - b) an alleged breach of the statutory rights of an **employee**, ex-**employee** or prospective **employee** under employment legislation.

We will not be liable for any claim relating to the following:

- a) unless equivalent legal expenses insurance was continuously in force before:
 - i) any dispute where the originating cause of action arises within the first 90 days of the commencement of this sub-section;
 - ii) 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 this sub-section if the **date of occurrence** was within the first 180 days of the commencement of this sub-section and the dispute relates directly to the same matter(s) which gave rise to that warning;
 - iii) any notice of redundancy or alleged redundancy or unfair selection for redundancy which occurs within the first 180 days of the commencement of this sub-section.
- b) damages for personal injury.
- c) **employee** internal disciplinary or grievance procedures.
- d) Transfer of Undertakings Regulations (TUPE) or the Transfer of Employment (Pension Protection) Regulations

b) Compensation Awards

We will pay

- i) any basic and compensatory award; and/or
- ii) an order for compensation or damages 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
 - a) In cases relating to performance and/or conduct, **you** have throughout the employment dispute either
 - i) followed the ACAS Code of Disciplinary and Grievance Procedures; or
 - ii) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
 - iii) sought and followed advice from **our** legal advice service. (telephone 0330 024 2364)
 - b) 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. (telephone 0330 024 2364)
 - c) For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **you** have sought and followed advice from **our** legal advice service before starting any redundancy process or procedure with **employees**. (telephone 0330 024 2364)
 - d) Any sum of money in settlement of a dispute is awarded by a court, 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**.

Please note that the total amount payable by **us** for all compensation awards and sums of money in settlement of a dispute, in aggregate and in any one **period of insurance** is £1,000,000.

We will not be liable for any claims relating to the following:

Asset Extra Section

Your Schedule will indicate if this Section is insured

- a) any compensation award relating to the following
 - i) trade union activities, trade union membership or non-membership;
 - ii) pregnancy or maternity rights, paternity, parental or adoption rights;
 - iii) health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
 - iv) statutory rights in relation to trustees of occupational pension schemes;
- b) non-payment of money due under the relevant contract
- c) any award ordered because **you** have failed to provide relevant records to **employees** under the National Minimum Wage legislation
- d) any compensation award or increase in compensation award for failure to comply with a current or previous recommendation made by a tribunal.
- e) A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

c) **Service Occupancy**

Costs and expenses to recover possession of premises owned by **you**, or for which **you** are responsible, from **your employee** or ex-**employee**.

We will not pay for any claim relating to defending **your** legal rights other than defending a counter-claim that is an **insured incident** under this sub-section.

d) **Employee civil legal defence**

Costs and expenses to defend the **insured persons** (other than **you**) legal rights if:

- i) An event arising from their work leads to civil action being taken against them under under legislation for unlawful discrimination or
- ii) Civil action is being taken against them as trustee of a pension fund set up for the benefit of **your employees**.

Please note that **we** will only provide cover for an **insured person** (other than **you**) at **your** request.

2. Legal Defence

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

(provided that for each of the following sections of Legal Defence cover **a)-e)** **you** request **us** to provide cover for the **insured person**.)

a) **Criminal pre-proceedings cover**

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

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

Please note **we** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the **business** shown in the **schedule**. Please see **Our Agreement**, page AE3.

We will not be liable for any claim relating to:

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

b) **Criminal prosecution defence**

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

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

Please note **we** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the **business** shown in the **schedule**. Please see **Our Agreement**, page AE3.

We will not be liable for a claim relating to prosecution due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

c) **Data protection**

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

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

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

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Your Schedule will indicate if this Section is insured

Please note that **we** will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body. Please see What is not covered by this Sub Section, 3, page AE8.

We will not be liable for any claim relating to the following:

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

d) **Wrongful arrest**

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

e) **Statutory notice appeals**

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

We will not be liable for:

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

f) **Jury service and court attendance**

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

- i) to perform jury service
- ii) to attend any court or tribunal at the request of the **appointed representative**.

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

We will reimburse **you** for net salary or wages that **you** have paid the **insured person** for that time, less any amount they have been paid by, or can recover from, the court or tribunal.

We will not pay for any claim if **you** or the **insured person** are unable to prove the loss.

3. Contract Disputes

Costs and expenses for a contractual dispute arising from an agreement or an 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:

- a) The amount in dispute exceeds £250 (incl VAT).
- b) If the amount in dispute exceeds £5,000 (incl VAT) **you** must pay the first £500 of any claim. If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover of **your** claim could be withdrawn.
- c) If the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £250 (incl VAT).
- d) 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.

We will not be liable for a claim relating to the following:

1. A dispute arising from an agreement entered into prior to the start of cover under this sub-section if the **date of occurrence** is within the first 90 days of the cover provided by this sub-section, unless equivalent legal expenses insurance was in force immediately before.
2.
 - a) a dispute relating to an insurance policy, other than when **your** insurer refuses **your** claim;
 - b) the sale, purchase, terms of a lease, licence or tenancy of land or buildings. However, **we** will cover a dispute with a professional adviser in connection with these matters;
 - c) a loan, mortgage, pension or any other financial product. However, **we** will cover a dispute with a professional adviser in connection with these matters;
 - d) 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**. (Please refer to **insured incident** Employment Disputes and Compensation Awards).
4. A dispute which arises out of the:
 - a) sale or provision of computer hardware, software, systems or services; or
 - b) the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **your** own specification.

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Your Schedule will indicate if this Section is insured

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 indicates that a defence exists.

4. Property Protection and Bodily Injury

a) Property Protection

Costs and expenses for:

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

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

Please note that **you** must have, or there must be reasonable prospects of establishing **you** have, the legal ownership or right to the physical property that is subject of the dispute.

We will not be liable for a claim relating to the following:

- a) a contract entered into by **you** (please refer to **insured incident** Contract Disputes)
- b) physical property which is in transit or which is lent or hired out
- c) 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**
- d) mining subsidence
- e) defending **your** legal rights but **we** will defend a counter-claim that is an **insured incident** under this sub-section
- f) 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)
- g) the enforcement of a covenant by or against **you**.

b) Bodily Injury

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

We will not be liable for a claim relating to the following:

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

5. Tax Protection

Costs and expenses for;

- a) A **tax enquiry**
- b) **An Employers' Compliance Dispute**
- c) **A VAT Dispute**

Provided that:

- i) **You** have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed.

Please note **we** will only cover tax claims which arise in direct connection with the activities of the **business** shown in the **schedule**. Please see **Our Agreement** on page AE3

We will not be liable for a claim relating to the following:

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

What is not covered by this Sub-Section

1. Any claim reported to **us** more than 180 days after the date the **insured person** should have known about the **insured incident**.
2. **Costs and expenses** incurred before **our** written acceptance of a claim

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3. Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under **Insured Incidents 1b) 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 wilful act or omission of an **insured person** deliberately intended to cause a claim under this Section
7. A dispute with DAS Legal Expenses Insurance Company Limited and/or Covea Insurance plc not otherwise dealt with under Condition 7
8. Any claim relating to a shareholding or partnership share in the **business** unless shown in the policy **schedule**
9. **Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry
10. Legal action an **insured person** takes which **we** or the **appointed representative** have not agreed to or where the **insured person** does anything that hinders **us** or the **appointed representative**
11. Any claim where either at the start of, or during the course of a claim
 - a) **you** are bankrupt
 - b) **you** have filed a bankruptcy petition
 - c) **you** have filed a winding-up petition,
 - d) **you** have made an arrangement with **your** creditors
 - e) **you** have entered into a deed of arrangement
 - f) **you** are in liquidation
 - g) part or all of **your** affairs or property are in the care or control of a receiver or administrator
12. Any claim relating to written or verbal remarks that damage the **insured person's** reputation
13. Any claim where an **insured person** is not represented by a law firm, barrister or tax expert

Data Protection

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

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

Who we are

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

How we will use your information

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

We will take all steps reasonably necessary to ensure the personal data is treated securely and in accordance with this Privacy Notice.

Any transfer outside of the EEA will be encrypted using SSL technology.

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

What is our legal basis for processing your information?

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

Asset Extra Section

Your Schedule will indicate if this Section is insured

How long will your information be held for?

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

What are your rights?

The following rights are available in relation to the handling of personal data:

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

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

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

Or via email: dataprotection@das.co.uk

How to make a complaint

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If you remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at:

Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF

www.ico.org.uk

Conditions which apply to the whole Sub-Section

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

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

4.
 - a) If **we** ask, an **insured person** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited.
 - b) An **insured person** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay **us** any **costs and expenses** that are recovered.
5. If an **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses an **appointed representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed representative**.
6.
 - a) If an **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim any **costs and expenses** **we** have paid.
 - b) If during the course of a claim **reasonable prospects** no longer exist the cover **we** provide will end at once. **We** will pay any **costs and expenses** and compensation awards, **we** have agreed to, up to the date cover was withdrawn.
7. If there is a disagreement about the handling of a claim and it is not resolved through **our** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from www.financial-ombudsman.org.uk).

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.
8. If there is a disagreement between an **insured person** and **us** on the merits of the claim or proceedings, or on a legal principle, **we** may suggest the **insured person** obtains at their own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by **us** and the cost expressly agreed in writing between the **insured person** and **us**. Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **insured person** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence. This does not affect **your** rights under Condition 7 of this sub-section.
9. **We** will, at **our** discretion, void this Section (make it invalid) from the date of claim, or alleged claim, and/or **we** will not pay the claim if:
 - a) a claim the **insured person** has made to obtain benefit under this Section is fraudulent or intentionally exaggerated, or
 - b) a false declaration or statement is made in support of a claim.
10. If any claim covered under this Section is also covered by another policy, or would have been covered if this insurance did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

Asset Extra Section

Your Schedule will indicate if this Section is insured

b) Crisis Containment

In the event of injury to an **employee**, **damage** to **your** property, injury to another person or their property, occurring during the **period of insurance** and in the course of **your business** the result of which could reasonably be considered by **us** to give a realistic prospect of **you** losing or tarnishing **your** reputation then **we** will pay the reasonable costs of employing a marketing and/or public relations firm, that **you** appoint following **our** written agreement, to help mitigate the risk of damage to **your** reputation up to the amount shown in the **schedule**.

c) Website Hacker Damage Cover

In the event of malicious damage to **your** website resulting in loss of data, **damage** to the website, inability by customers to access **your** website or potential loss of **your** reputation **we** will pay up to the amount shown in the **schedule** to pay for the repair or replacement of the website and payment for a forensic consultant to advise on security improvements or a public relations firm to maintain **your** reputation provided that the costs are agreed by **us** in advance.

Asset Ultimate Section

Your Schedule will indicate if this Section is insured

a) Low Claims Rebate

Definitions

For the purposes of this Low Claims Rebate sub-section the following definitions will apply:

premium

the total of insurance premium paid and payable under this policy during the **period of insurance** inclusive of any commission but excluding **non-applicable sections** and Insurance Premium Tax and after adjustments following receipt of any information required by the conditions of this policy.

incurred loss ratio

the percentage which the total claims paid or outstanding (including related fees, costs and expenses) bears to the total **premium** paid or payable in respect of the expiring **period of insurance**. Claims paid and outstanding reserves will be as recorded by **us** and will be calculated in accordance with **our** standard reserving procedures.

non-applicable sections

If insured under this policy Equipment Breakdown, Terrorism and Asset Extra.

Following expiry of the **period of insurance** and subject to **you** renewing with **us** for a further period of at least 12 months, **we** will allow a return of premium paid under this policy (or any policy or policies issued by **us** in substitution for this policy). The amount of the return payable will be calculated on the following table of percentages:

| Incurring Loss Ratio | Return as a percentage of Premium |
|----------------------|-----------------------------------|
| less than 10 % | 7.50 % |
| 10 % to 20 % | 5.00 % |
| 21 % to 30 % | 2.50 % |
| Over 30 % | Nil |

The amount of return will be calculated and paid six months after the expiry of the **period of insurance**.

If there is any subsequent amendment to the total claims paid or outstanding after calculation of the return (whether due to new claims notified or otherwise) such amendment will be carried forward and taken into consideration in the return of premium calculation for any subsequent **period of insurance**.

If **you** cancel the policy or any sections of Cover during the **period of insurance** no return premium will be payable by **us**.

Asset Ultimate Section

Your Schedule will indicate if this Section is insured

b) Rate Guarantee Undertaking

Definitions

For the purposes of this Rate Guarantee Undertaking the following definitions will apply:

| | |
|--------------------------------|--|
| loss ratio | the percentage which the total claims paid or outstanding (including related fees, costs and expenses) bears to the total premium paid or payable in respect of one period of insurance within the Guarantee period. Claims paid and outstanding reserves will be as recorded by us and will be calculated in accordance with our standard reserving procedures. |
| non-applicable sections | If insured under this policy Equipment Breakdown, Terrorism and Asset Extra. |
| premium | the total of insurance premium paid and payable under this policy during the period of insurance inclusive of any commission but excluding non-applicable sections and Insurance Premium Tax and after adjustments following receipt of any information required by the conditions of this policy. |

In consideration of **you** agreeing to maintain the policy in force with **us** and to pay the premiums annually in advance (or by such other means as agreed by **us**) for the period of 2 years **we** agree to offer each renewal at the rates, terms and conditions in force at the expiry of each **period of insurance** provided that:

1. **we** may amend such rates, terms and conditions, restrict or vary cover, terminate or re-negotiate this Agreement if:
 - a) the **loss ratio** at the annual Renewal Date stated in the **schedule** exceeds 30%
 - b) there is any change in:
 - i) legislation
 - ii) tax
 - iii) the cost or availability of reinsurance
 - iv) insurance market practicethat has a material effect upon the sections of this policy
 - c) **you** acquire, set up, dispose of or discontinue any:
 - i) business or business activity
 - ii) company or other entity carrying on such a business or business activity
 - iii) Premises or interest in the **premises** that has a material effect on **your business**
 - d) there are any alterations to the **premises** or in **your** property, or in any other circumstances which may materially increase the possibility of **damage** or accidental **bodily injury** covered by this policy
 - e) there is any material change in the nature of **your business**
 - f) **you** have failed to implement any risk improvement requirements within the timescales requested by **us**, unless **we** have agreed otherwise in writing.

If **we** make any such amendments then **you** have the right to terminate this Agreement or **you** will be deemed to have agreed to continue with this Agreement on the basis of the revised rates, terms and conditions for the remainder of the period of the Agreement, unless **we** receive notification from **you** to the contrary within 30 days of **us** sending **you** notice of the amendments.

2. the sums insured or Indemnity Limit may be increased or reduced at any time to reflect the acquisition or disposal of property or businesses or to correspond with any increase in values or increase or reduction in the **business**. The premium will be adjusted to account for such alterations.
3. this Agreement will apply to any policy or policies that may be issued by **us** within the above period in substitution for this policy.
4. in respect of any **non-applicable sections** where this Agreement does not apply, if any adjustments are made to the rates, terms and/or conditions of such section(s) which results in the section(s) being lapsed or cancelled, then if both **you** and **us** agree, this Agreement can be terminated.
5. this Agreement does not apply to the imposition of or increase in Insurance Premium Tax.



Covea Insurance plc

Covea Insurance plc is a public limited company incorporated in England and Wales, registered number 613259. Its registered office is at Norman Place, Reading RG1 8DA. It is authorised by the Prudential Regulation Authority and regulated by Financial Conduct Authority and Prudential Regulation Authority registration number 202277.