



Commercial Guard – Property Owners

Policy Wording

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To make a claim, call 0345 122 3283
Please save this number to your mobile phone

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Property Owners Policy

This Policy is a contract of insurance between the **Insured** and the **Company** by which the **Company** agrees to cover the **Insured** in respect of the risks set out in the Sections and Sub-sections of this Policy shown as insured on the Schedule, subject to the terms, conditions and exclusions of this Policy and in consideration of the **Insured** paying or agreeing to pay the premium.

This Policy is made up of a number of documents which must be read together. The **Insured** should read carefully all documents that the **Company** has provided and contact the **Insured's** agent immediately if this Policy does not meet the **Insured's** needs.

Important Notice

The **Insured** or anyone acting on their behalf has a duty to make a fair presentation of all material facts and circumstances to the **Company**. Providing the **Company** with inaccurate information or failing to tell the **Company** of anything which may increase the risk may invalidate this Policy or lead to claims not being paid or being paid in part only.

This Policy does not cover maintenance of the **Insured's** property. That means the **Company** will not cover the cost of wear and tear or routine maintenance. The **Company** expects the **Insured** to properly maintain their property, but the cost of this remains the **Insured's** responsibility. The **Insured** has a duty to keep their property safe, secure and in good repair, and take all practical steps to avoid loss or damage.

The **Insured** should also take all reasonable care to prevent accidents, **Injury** or disease. In particular the **Insured** should:

- a keep all work equipment and premises in good and safe a condition
- b exercise care in the selection and management of **Employees**
- c comply with all statutory obligations and regulations.

How to make a claim

In this section:

you and **your** means the **Insured**
we, **our** and **us** means the **Company**

If **you** need to make a legal expenses claim and this section is shown as being operative on the Schedule, please refer to the separate Business Legal Guard policy wording for details.

For all other claims please contact **our** commercial claims department on **0345 122 3283**. The line is open 24 hours a day, 365 days a year. Alternatively, **you** can write to **us** at:
Commercial Claims Department
Ageas Insurance Limited
Ageas House
The Square
Gloucester Business Park
Brockworth
Gloucestershire
GL3 4FA

The claims handler will take full details of the claim and guide **you** through the next steps. Depending on the value and type of claim, the claims handler may seek help from a loss adjuster. Loss adjusters are independent claims experts who will visit **you** or a third party claimant to assist with the assessment of the claim.

Once **we** have been notified of a claim, **we** will tell **your** agent. The notification letter gives **your** agent the opportunity to become involved in the claim if either **you** or they wish. Once the claim has been settled, a letter is sent to **your** agent confirming settlement and the amounts paid.

Do

- Have details of **your** policy number ready when notifying **us**. **You** can find the policy number on the Schedule.
- Report any incidence of theft or attempted theft or **damage** by malicious persons to the police immediately. **You** should obtain a crime reference number (not an incident reference number) from them if a crime has been committed.
- Notify **us** of any claim or any incident which may lead to a claim as soon as possible. The sooner **we** are involved, the more opportunity **we** have to resolve the claim to **your** satisfaction. **You** must notify **us** within seven days if the incident relates to **damage** by riot, civil commotion, labour or political disturbances, malicious persons or theft or attempted theft.
- Ensure that any letter or notice received is sent to **us** immediately unanswered and unacknowledged.
- Send **us** unanswered and unacknowledged any written claim, writ, summons or other document relating to a claim and tell **us** of any pending prosecution, coroner's inquest or fatal accident inquiry and give **us** full details of any verbal claims made against **you**.

- Report any **injury** to an **employee** to **us** regardless of whether a formal claim has been made against **you**. **We** can then decide whether **we** need to investigate or provide advice to **you**.

Don't

- Dispose of any evidence or damaged items – **we** may wish to see them.
- Wait for estimates to be obtained for work to be carried out before notifying **us** of a claim.
- Admit or deny responsibility for any incident involving **injury** to others or **damage** to third party **property**.

Replacement service

We have a number of suppliers that can repair **your property** or replace items lost, stolen or damaged beyond repair. If one of **our** suppliers is used **you** will not need to obtain estimates and **we** will settle directly with the supplier. **You** will be responsible for payment of any applicable **excess**. **You** will be responsible for the payment of the Value Added Tax (VAT) element if **you** are VAT registered. **You** will be invoiced accordingly.

What we will need

If **your property** is lost, damaged or stolen, to consider the claim **we** will typically need:

- proof of ownership i.e. original purchase invoices, bank account statements or other similar evidence.
- any available photographs, taken before and after the event, showing the **property** would be useful.

If **you** are not using **our** replacement service **we** will also need:

- at least two estimates for the replacement of lost, damaged or stolen items
- if the item cannot be repaired, a letter or a report from an independent expert confirming this and the cause of the **damage**.

For some types of claim, **we** may require evidence of compliance with policy conditions attaching to the cover provided.

How to make a complaint

In this section:

you and **your** means the **Insured**
we, **our** and **us** means the **Company**

Should there ever be an occasion where **you** need to complain, **we** will do **our** best to address this as quickly and fairly as possible.

We will try to resolve **your** complaint as quickly as **we** can. If **we** are unable to do this, **we** will:

- write to **you** to acknowledge **your** complaint
- let **you** know when **you** can expect to receive a full response
- let **you** know who is dealing with the matter.

In most instances **we** will be able to address **your** complaint within the first few days of this being notified to **us**. On occasion, further investigation may be necessary, but **we** will provide **you** with a full written response to **your** complaint within eight weeks of notification.

If **your** complaint is about the way this **policy** was sold to **you**, please contact **your agent** to report **your** complaint.

If **you** have a complaint regarding **your** claim, please telephone **us** on the number shown in **your** claims documentation.

Alternatively, for claims or any other type of complaint, **you** can write to **us** at the address shown below or email **us** through **our** website at www.ageas.co.uk/make-a-complaint (please include **your** policy number and claim number if appropriate).

Customer Services Adviser, Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA

What to do if you are not happy with our response

In the unlikely event that **we** have not responded to **your** complaint within eight weeks, or **you** are not happy with **our** final response, **you** may be able to refer **your** complaint to the Financial Ombudsman Service but **you** must do so within six months of the date of **our** response.

You may refer **your** complaint to the Financial Ombudsman Service if **you** are a:

- micro-enterprise with an annual turnover or annual balance sheet of less than EUR2 million and fewer than 10 employees. For the purpose of this process, a micro-enterprise is defined as a business engaged in economic activity irrespective of the legal form, including but not limited to, self employed persons and family businesses, partnerships or associations

- small business that is not a micro-enterprise as defined above, with an annual turnover of less than £6.5 million and:
 - fewer than 50 employees, or
 - an annual balance sheet of less than £5 million
- charity with an annual turnover of less than £6.5 million
- trustee of a trust with a net asset value of less than £5 million
- guarantor and the complaint arises from matters relevant to their relationship with the **business**. For the purpose of this process, guarantor is defined as someone who is not a consumer and who has given a guarantee or security in respect of an obligation or liability of a micro-enterprise or small business, as defined above.

The Ombudsman is an impartial complaints service which is free for customers to use and taking **your** complaint to the Ombudsman does not affect **your** right to take **your** dispute to the courts.

You can find out more about how to complain to the Ombudsman online at www.financial-ombudsman.org.uk

Alternatively, **you** can write to them at:
Financial Ombudsman Service, Exchange Tower,
London E14 9SR

By phone: **0800 023 4567**

By email: complaint.info@financial-ombudsman.org.uk

Please note that if **you** do not refer **your** complaint within the six months, the Ombudsman won't have **our** permission to consider **your** complaint and therefore will only be able to do so in very limited circumstances, for example, if it believes that the delay was as a result of exceptional circumstances.

Financial Services Compensation Scheme

Should **we** be unable to meet **our** liabilities **you** may be entitled to compensation from the Financial Services Compensation Scheme.

This depends on the type of insurance, the size of **your business** and the circumstances of the claim.

Further information is available from the Financial Services Compensation Scheme. Their telephone number is **0800 678 1100** or **020 7741 4100**. Alternatively, more information can be found at www.fscs.org.uk.

Privacy Notice

For **our** full Privacy Policy please visit **our** website www.ageas.co.uk/privacy-policy, or contact **our** Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or email thedpo@ageas.co.uk.

In this section:

you and **your** means the **Insured**
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We are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how **we** collect, use, share, transfer and store **your** information. **Your agent** will have their own uses for **your** personal data. Please ask **your agent** if **you** would like more information about how they use **your** personal information.

Collecting your information

We collect a variety of personal information about **you** such as **your** name, address, contact details, date of birth, credit history, criminal offences, claims information, financial details such as bank account and card details and IP address (which is a unique number identifying **your** computer). Where relevant, **we** also collect special categories of personal information (which was previously known as sensitive personal information) such as details regarding **your** health. **We** also collect information from a number of different sources for example: publicly available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters and/or suppliers appointed in the process of handling a claim.

Using your information

We collect **your** personal information and/or special categories of personal information because **we** need it to provide **you** with the appropriate insurance quotation, policy and price as well as manage **your policy** such as handling a claim or issuing documentation to **you**. **Our** assessment of **your** insurance application may involve an automated decision to determine whether **we** are able to provide **you** with a quotation and/or the price. If **you** object to this being done, then **we** will not be able to provide **you** with insurance. **We** will also use **your** information where **we** feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile **you**); collecting information regarding **your** past policies; carrying out research and analysis (including profiling); and recording and monitoring calls. Please note if **you** have given **us** information about someone else, **you** would have confirmed that **you** have their permission to do so.

Sharing your information

We share **your** information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to **us** or on **our** behalf or where we

provide services in partnership with them; fraud prevention and credit reference agencies and other companies, for example, when **we** are trialling their products and services which **we** think may improve **our** service to **you** or **our** business processes. Unless required to by law, **we** would never share **your** personal data without the appropriate care and necessary safeguards being in place.

Keeping your information

We will only keep **your** information for as long as is necessary to provide **our** products and services to **you** and/or to fulfil **our** legal, regulatory, tax and accounting obligations. **We** also keep your information for several years after the expiry of your policy in order to respond to any queries or concerns that may be raised at a later date with respect to the policy or handling of a claim. Please refer to our full Privacy Policy for more information.

Use and storage of your information overseas

Your information may be transferred to, stored and processed outside of the United Kingdom (UK). **We** or our service providers may use cloud based computer systems (ie network of remote servers hosted on the internet which process and store your information) to which foreign law enforcement agencies may have the power to access. However, we will not transfer your information outside the UK unless it is to a country which is considered to have sound data protection laws or we have taken all reasonable steps to ensure the third party has suitable standards in place to protect your information.

Your rights

You have a number of rights in relation to the information **we** hold about **you**, including: asking for access to and a copy of your personal information, objecting to the use of your personal information or to an automated decision including profiling, asking us to correct, delete or restrict the use of your personal information, withdrawing any previously provided permission for the use of your personal information and complaining to the Information Commissioner's Office at any time if you object to the way we use your personal information. Please refer to our full Privacy Policy for more information.

Please note that there are times when **we** will not be able to delete **your** personal information. This may be as a result of fulfilling **our** legal and regulatory obligations or where there is a minimum, statutory, period of time for which **we** have to keep **your** information. If **we** are unable to fulfil a request, **we** will always let **you** know **our** reasons.

Definitions

Except in relation to Section 4 – Legal Expenses which has its own definitions the following words or expressions shall carry the meaning shown below whenever they appear in **bold** in the Policy, Schedule, Endorsements and the proposal form or statement of fact.

Wherever the defined words are shown in the plural they take the same meaning as shown below, but in the plural.

Breakdown

Breakdown of Insured Plant consisting of:

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

Buildings

The **Buildings** (excluding Glass, Blinds and Signs) at the risk address shown in the Schedule including:

- a outbuildings attached to the main building
- b detached outbuildings within the boundaries of the risk address and built solely of incombustible materials unless specified as otherwise on the Schedule
- c walls, gates and fences around the **Buildings** and belonging to them
- d landlord's fixtures and fittings, excluding carpets, all belonging to the **Insured** or for which the **Insured** is legally responsible.

Business

- a The ownership of the **Property** at the **Premises**.
- b The occupation of the **Premises** for Property Management purposes.
- c The repair and maintenance of the **Premises**.
- d The provision of first aid, fire, security and ambulance services at the **Premises**.

Collapse

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

Company

Ageas Insurance Limited.

Computer Equipment

Electronic, computer or other data processing equipment, including **Media** and peripherals used in conjunction with such equipment.

Contents of Common Areas

Contents belonging to the **Insured** or for which the **Insured** is legally responsible comprising furniture, furnishings, carpets and other **Property** in the common hall, stairways and other common parts (including storage rooms and compartments) of the **Premises** but excluding:

- a Landlord's Contents
- b articles of gold, silver or other precious metals
- c **Money**, stamps, certificates, cheques, securities or documents
- d television, video and audio equipment and computers
- e clothing and personal effects other than those belonging to Directors, Partners or **Employees** of the **Insured** for an amount not exceeding £500 per person
- f animals
- g **Property** more specifically insured
- h any amount exceeding £500 in respect of any one picture, curio or work of art
- i **Property** in the open
- j motor vehicles, their contents or accessories.

Cost of Alternative Accommodation

Reasonable additional cost of alternative comparable residential accommodation.

Damage

Accidental loss, destruction or damage.

Declared Value

The **Insured's** assessment of the cost of reinstatement of each **Building** (arrived at in accordance with Paragraph (a) of Memorandum 1 to Section 1 Reinstatement) at the level of costs applying at the inception of the period of insurance (ignoring inflationary factors which may operate subsequently) together with due allowance for:

- a the additional cost of reinstatement to comply with public authority requirements as allowed in Extension 1 to Sub-Sections A and D of Section 1
- b professional fees as allowed in the Cover to Section 1
- c removal of debris as allowed in Extension 2 to Sub-Sections A and B of Section 1.

Denial of Service Attack

Any actions or instructions constructed or generated with the ability to **Damage**, interfere with or otherwise affect the availability of networks, network services, network connectivity or information 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 and the generation of excess or non-genuine traffic between and amongst networks.

Employee

Any:

- person under a contract of service or apprenticeship with the Insured
- labour master (or labour only sub-contractor) or person supplied by them or any self employed person for labour only
- person hired or borrowed by the **Insured** from another employer subject to any agreement under which the person is considered to be employed by the **Insured**
- volunteer or voluntary worker
- student or persons undertaking work for the **Insured** under a work experience or similar scheme

whilst employed by the **Insured** for clerical, caretaking or maintenance duties at or in connection with any **Premises** insured by this Policy.

Excess

The amount or amounts shown in the Policy or on the Schedule which the **Company** will deduct from each and every claim at each separate location.

Explosion

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

Hacking

Unauthorised access to any **Computer Equipment** or other equipment or component or system or item which processes, stores or retrieves data, whether the **Property** of the **Insured** or not.

Increase in Cost of Working

The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Rent Receivable** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage**.

Indemnity Period

The period beginning with the occurrence of the **Damage** and ending not later than the Maximum Indemnity Period specified in the Schedule afterwards during which the results of the **Business** shall be affected in consequence of the **Damage**.

Injury

Bodily injury, death, illness or disease.

Insured

The person, persons or company named in the Schedule as 'The **Insured**' and includes subsidiary companies notified to and agreed as accepted by the **Company**.

Insured Plant

Property built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilisation of energy, but excluding:

- a structure, foundation, masonry, brickwork, cabinet, compartment or air supported structure or building
- b insulating or refractory material
- c sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system
- d water piping, other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system
- e vehicles, aircraft, floating vessels or any equipment mounted on such vehicle (other than vehicle recovery cranes or equipment), aircraft or floating vessels
- f mobile plant and equipment (other than fork lift trucks used by the **Insured** at the **Premises**), dragline, excavation or construction equipment
- g equipment manufactured by the **Insured** for sale
- h tools, dies, cutting edges, crushing surfaces, trailing cables, non metallic linings, driving belts or bands or any part requiring periodic renewal
- i any electronic equipment (other than **Computer Equipment**), used for research, diagnostic, treatment, experimental or other medical or scientific purposes
- j any **Manufacturing Production** or **Process Equipment**
- k domestic laundry, kitchen, audio visual and home entertainment equipment when such equipment is used in private living quarters
- l equipment owned by tenants of the **Insured**.

Intruder Alarm Systems

The component parts of intruder alarm systems including the means of communication used to transmit signals.

Landlord's Contents

Contents belonging to the **Insured** or for which the **Insured** is legally responsible comprising furniture, furnishings, carpets and other **Property** within the furnished accommodation portion of the **Premises** but excluding:

- a **Contents of Common Areas**
- b articles of gold, silver or other precious metals
- c **Money**, stamps, certificates, cheques, securities or documents
- d television, video and audio equipment and computers
- e clothing and personal effects other than those belonging to Directors, Partners or **Employees** of the **Insured** for an amount not exceeding £500 per person
- f animals
- g **Property** more specifically insured
- h any amount exceeding £500 in respect of any one picture, curio or work of art
- i **Property** in the open
- j motor vehicles, their contents or accessories.

Legal Costs

All costs and expenses incurred with the written consent of the **Company**.

Manufacturing Production or Process Equipment

Any machine or apparatus which takes in, processes, forms, cuts, shapes, grinds or conveys raw materials, materials undergoing a process or the finished product including any equipment forming a part of the dedicated power supply, or the driving or controlling mechanism for such machines or apparatus.

This definition also applies to all component parts of such machines or apparatus and any other machines used exclusively with such machinery or apparatus.

Media

All forms of electronic, magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment.

Money

Cash, bank currency notes, cheques, postal orders, money orders, unused postage stamps, National Insurance stamps and certificates, trading stamps, luncheon vouchers, credit company sales vouchers, Value Added Tax purchase invoices, lottery and other prize scratch cards, utility vouchers and top up cards and mobile phone vouchers and top up cards.

Premises

The **Buildings** and the land inside the boundaries at the risk address shown in the Schedule.

Products Supplied

Any goods (including containers) sold, supplied, erected, repaired, serviced, altered, treated, installed, processed, manufactured or tested by the **Insured** in the course of the **Business**.

Property

Material property.

Rent Receivable

The money paid or payable to the **Insured** for accommodation and services provided as landlord (including service charges unless excluded by Endorsement) at the **Premises** shown on the Schedule.

Solicitors' Fees

Solicitors' Fees for representation of the **Insured** at any Coroner's Inquest or Fatal Accident Inquiry or at proceedings in any Court of Summary Jurisdiction in respect of any occurrence which may be the subject of indemnity under Section 3.

Territorial Limits

Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Terrorism

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

Unoccupied

Empty or not in use for 21 or more consecutive days.

Unlawful Association

Any organisation which is engaged in **Terrorism** including any organisation which at any relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973.

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability to **Damage**, interfere with or otherwise adversely affect **Computer** programs, data files or operations, whether involving self-replication or not. The definition of **Virus or Similar Mechanism** includes but is not limited to "trojan horses", "worms" or "logic bombs".

Work Away

Manual work undertaken in connection with the **Business** other than at the **Premises**.

Cover Causes

Cover Cause 1 – Fire

Fire, lightning and explosion but not **Damage** caused by:

- a the explosion of any equipment that has to be inspected as part of any Statutory Regulations unless the inspection and maintenance is completed as required by the regulation
- b the explosion of any non domestic steam pressure equipment under the **Insured's** control
- c earthquake
- d subterranean fire, riot, civil commotion, strikers, locked out workers or malicious persons
- e spontaneous heating or fermentation or from undergoing any process involving the application of heat.

Cover Cause 2 – Perils

- A Riot, civil commotion, strikers, locked out workers or malicious people but not **Damage**:
 - a caused by theft or attempted theft
 - b through requisition, confiscation or destruction by order of the Government or other statutory authority
 - c resulting from the stopping of work
 - d arising when the **Premises** are **Unoccupied**
 - e arising from tamper, deliberate erasure, distortion or corruption of information or **Virus or Similar Mechanism, Hacking, or Denial of Service Attack** in respect of **Computer Equipment** or other equipment, component, system or item which processes, stores, transmits or receives data or any part of such equipment whether tangible or intangible and **Media**.
- B Earthquake.
- C Explosion of boilers and economisers but not **Damage** from the explosion of any equipment that has to be inspected as part of any Statutory Regulations unless the inspection and maintenance is completed as required by the regulation and adequate insurance is in place for such equipment.

Peril C Explosion of boilers and economisers is only effective for Sub-Section A of Section 2 Loss of Rent of this Policy.
- D Subterranean Fire.
- E Impact by:
 - a aircraft and aerial devices or articles dropped from them
 - b road vehicles
 - c animals
 - d breakage or collapse of radio and television aerials, satellite dishes and other aerial fittings or masts excluding **Damage** arising from erection or maintenance
 - e falling trees and branches excluding **Damage** from tree felling, lopping or moving.
- F Escape of oil from any fixed oil fired heating installation but not **Damage** whilst the **Premises** are **Unoccupied**.

- G Storm but not **Damage**:
 - a due to changes in the water table level
 - b by lightning, frost, subsidence, ground heave or landslip
 - c to fences, gates and moveable **Property** in the open or open sided **Buildings**
 - d caused by Flood.
- H Flood caused by the inundation of water from the sea or escape of water from the normal confines of any natural or artificial watercourse, lake, reservoir, canal or dam, but not **Damage**:
 - a due to changes in the water table level
 - b by lightning, frost, subsidence, ground heave or landslip
 - c to fences, gates and moveable **Property** in the open or open sided **Buildings**
 - d escape of water from any water tank, apparatus or pipes.
- I Escape of water from any tank, apparatus or pipes but not **Damage**:
 - a from water leaking or discharged from any automatic sprinkler installation
 - b to the actual tank, apparatus or pipes from which water escaped unless caused by freezing
 - c arising while the **Premises** are **Unoccupied**.
- J Sprinkler installation leakage but not **Damage**:
 - a caused by heat from fire, explosion, earthquake, or subterranean fire
 - b through repairs, alterations or extensions to the sprinkler installation or the **Buildings**
 - c to the actual sprinkler installation from which water escaped unless caused by freezing
 - d arising while the **Premises** are **Unoccupied**.

Cover Cause 3 – Accidental Damage

Accidental damage but not **Damage**:

- a by Causes 1, 2, 4 or 5 or any of their detailed exclusions
- b to a building or structure caused by its own collapse or cracking
- c resulting from any process of production, packing, treatment, testing, commissioning, maintenance, servicing or repair
- d to **Property** or structures in course of construction or erection and materials or supplies connected with them
- e caused by:
 - i inherent vice, latent defect, gradual deterioration, wear and tear, frost, faulty or defective design, workmanship or materials, operational error or omission, but not excluding the subsequent **Damage** which itself results from a Cover Cause that is otherwise operative
 - ii corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, condensation, atmospheric or climatic conditions, dampness, dryness, chipping, marring or scratching, vermin or insects

- iii change in temperature, colour, flavour, texture or finish
- iv joint leakage, the failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
- v mechanical or electrical breakdown or derangement in respect of the particular machinery or equipment in which such breakdown or derangement occurs but not excluding the subsequent **Damage** which itself results from a Cover Cause that is otherwise operative
- vi acts of fraud or dishonesty including any collusion
- vii disappearance, unexplained or inventory shortage, misfiling or misplacing of information
- viii freezing when the **Premises** are **Unoccupied**
- ix any process of treatment, dyeing, cleaning, alteration, repair, restoration, testing, commissioning, servicing, packing or production
- x or consisting of distortion, erasure or corruption of computer records or **Media**
- xi pollution or contamination.

Cover Cause 4 – Theft or attempted theft

Theft or attempted theft involving entry to or exit from the **Buildings** by forcible or violent means or that involves actual or threatened assault or violence or use of force at the **Premises** against the **Insured** or any person legally on the **Premises** but not theft or attempted theft:

- a of any **Property** from any garden, yard, open space or outbuilding not attached to the **Buildings** unless specified as an insured item on the Policy Schedule
- b arising while the **Premises** are **Unoccupied**
- c by any **Employee** of the **Insured** or person, other than a tenant, lawfully on the **Premises**.

Cover Cause 5 – Subsidence, ground heave or landslide

Subsidence, ground heave or landslide but not **Damage**:

- a to outbuildings, yards, pipes, cables, wires, ducting, car parks, roads, pavements, walls, gates and fences unless the structure of the main **Building** is also affected
- b caused by or consisting of:
 - i the normal settlement or bedding down of new structures
 - ii the settlement or movement of made-up ground
 - iii coastal or river erosion
 - iv defective design or workmanship or the use of defective materials
- c which originated before this Cover Cause was effective on the Schedule
- d resulting from:
 - i demolition, construction, structural alteration or repair of any **Property**
 - ii groundwork or excavation at the same **Premises**.

Conditions to Cause 5

The **Insured** shall notify the **Company** immediately they become aware of any demolition, ground works, excavation or construction being carried out on any adjoining site.

The **Company** shall then have the right to vary the terms or cancel this cover.

Section 1 – Material Damage

Cover

Sub-Section A – Buildings

(This Sub-Section is only operative if specified on the Schedule)

Buildings

The **Company** will indemnify the **Insured** in respect of **Damage** to the **Buildings**, including professional fees necessarily incurred in the reinstatement of the **Buildings**, as a consequence of the **Damage** from the Cover Causes shown against the item on the Schedule, but not for the costs of preparing any claim. The amount payable for professional fees shall not exceed those authorised under the current scale of the appropriate professional body.

Sub-Section B – Contents

(This Sub-Section is only operative if specified on the Schedule)

Contents of Common Areas and/or Landlord's Contents if specified on the Schedule

The **Company** will indemnify the **Insured** in respect of **Damage** to the items of **Property** specified on the Schedule including professional fees necessarily incurred in the reinstatement of the **Property** as a consequence of **Damage** from the Cover Causes shown against each item on the Schedule, but not for the costs of preparing any claim.

The amount payable for professional fees shall not exceed those authorised under the current scale of the appropriate professional body.

Sub-Section C – Glass, Blinds and Signs

(This Sub-Section is only operative if specified on the Schedule)

The **Company** will indemnify the **Insured** in respect of **Damage** at the **Premises** insured from Cover Causes 1, 2, 3 and 4, to:

- 1 any external glass (including polycarbonate shop fronts) except glass described in the Exclusions to this Sub-Section
- 2 **Property** insured under Section 1, within any display windows, caused by breakage of any glass
- 3 fixed plate glass (including interior showcases and mirrors) inside the **Premises** up to a value not exceeding £2,500
- 4 external signs up to a total value not exceeding £1,500
- 5 sanitary ware, if the cost of replacement has to be borne by the **Insured**, up to a value of £2,500
- 6 external blinds up to a value of £2,500
- 7 framework following breakage of fixed glass but not for the costs of preparing any claim.

The **Company** will also indemnify the **Insured** at the **Premises** insured for:

- 1 the reasonable cost of necessary boarding up prior to the replacement of any glass insured by this Sub-Section
- 2 the reasonable cost of reinstating **Intruder Alarm Systems** damaged as a result of glass breakage covered under this Sub-Section.

For the purposes of this Sub-Section Glass will also mean any glass substitute material.

Sub-Section D – Machinery Breakdown

(This Sub-Section and the Covers described below are only operative if specified on the Schedule)

The **Company** will indemnify the **Insured** in respect of loss caused by or resulting from an Accident to **Insured Plant** owned by the **Insured** or for which the **Insured** is legally responsible but not for the costs of preparing any claim.

Accident means direct physical loss as follows:

- a electrical or mechanical **Breakdown**, including rupture or bursting caused by centrifugal force
- b artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires
- c **Explosion** or **Collapse** of steam boilers, steam pipes, steam engines or steam turbines owned or leased by the **Insured**, or operated under the **Insured's** control
- d **Damage** to steam boilers (and connected oil tanks and interconnecting oil pipework excluding buried, flexible or non metallic pipework), steam pipes, steam engines or steam turbines caused by or resulting from any condition or event (not otherwise excluded) occurring inside such boilers or equipment
- e **Damage** to hot water boilers or other water heating equipment (including connected oil storage tanks and interconnecting oil pipework excluding buried, flexible or non metallic pipework) caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment
- f operator error
- g **Damage** caused by materials being processed.

Limit of Indemnity

The liability of the **Company** for each item under this Sub-Section in respect of one occurrence or all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the amount of the Limit of Indemnity stated for that item in the Schedule.

Extensions

Extensions to Sub-Section A

Subject to the Exclusions and Conditions of the operative Sub-Section and the Section.

1 Contracting Purchaser

Where the **Insured** contracts to sell his interest in a **Building** insured by this Section, the contracting purchaser, who has not, but will complete the purchase, has the benefit of the insurance by this Section up to the date of completion, to the extent that the **Buildings** are not otherwise insured.

2 Mortgagees

The interest of any mortgagee shall not be prejudiced by any act or neglect of the mortgagor or occupier of any **Buildings** insured by this Policy provided the mortgagee immediately upon becoming aware of such act shall give notice to the **Company** and pay any additional premium required.

3 Underground Services

The **Company** will indemnify the **Insured** for **Damage** to underground water pipes, drains and sewers, gas pipes, electricity and telephone cables extending from the public mains to the **Buildings** from Cover Causes 1, 2, 3 and 4.

Extensions to Sub-Sections A and B

Subject to the Exclusions and Conditions of the operative Sub-Section(s) and the Section.

1 Index Linking

The sums insured under Sub-Section A in respect of **Buildings** and Sub-Section B in respect of the **Contents of Common Areas** and/or **Landlord's Contents** will be adjusted at monthly intervals in accordance with the index drawn up or used by the **Company**.

At each renewal of the Policy, the premium will be adjusted and the **Company** waives all right to additional premium arising out of such adjustments prior to renewal.

2 Removal of Debris

The insurance under Section 1 shall be extended to include the cost of removal of debris of **Property** insured by this Section or dismantling and/or demolishing, shoring and/or propping of the insured **Buildings** resulting from insured **Damage**, excluding:

- a costs incurred in removing debris except from the site of such **Damage** and the area immediately adjacent to such site
- b costs arising from pollution or contamination of **Property** not insured by this Section.

Extension to Sub-Sections A and D

Subject to the Exclusions and Conditions of the operative Sub-Section(s) and the Section.

1 Public Authorities

The **Company** will indemnify the **Insured** for the additional cost of:

- a reinstating the damaged parts of the **Buildings**
- b upgrading any undamaged parts of the **Buildings** for an amount not exceeding 15% of the amount that would have been payable if the **Buildings** had been totally destroyed incurred solely by reason of the necessity to comply with any statutory requirements or regulations or public authority bye-law, excluding:
 - i any such cost resulting from a notice served on the
 - ii **Insured** prior to the date of the **Damage**

- iii the amount of any rate, tax, duty, development or other charge arising out of capital appreciation which may be payable in respect of the **Buildings**.

The work of reinstatement must be completed within 12 months of the date of the **Damage** or such further period as the **Company** may in writing allow. The liability of the **Company** for **Damage** to such **Property** including such costs and expenses shall not exceed the sum insured shown in the Schedule.

Extensions to Sub-Section B

Subject to the Exclusions and Conditions of the operative Sub-Section and the Section

1 Theft of Keys

The **Company** will indemnify the **Insured** for the cost of replacing locks and keys to the **Buildings** or **Intruder Alarm Systems** up to £1,000 any one period of insurance provided that the original keys were stolen from the **Buildings** or the private residence of the **Insured** or any authorised **Employee**.

2 Theft Damage to Buildings

The **Company** will also indemnify the **Insured** against resultant **Damage** to the **Buildings** for which the **Insured** is legally responsible arising out of theft or attempted theft involving entry to or exit from the **Buildings** by forcible and violent means.

Extensions to Sub-Section D

1 Hazardous Substances

The **Company** will indemnify the **Insured** for the additional cost to repair or replace **Insured Plant** because of contamination by a hazardous substance. This includes the additional expenses to clean up or dispose of such **Property**. Hazardous substance means any substance other than ammonia that has been declared to be hazardous to health by a governmental agency. Additional costs mean those beyond what would have been required had no hazardous substance been involved. The maximum amount payable under this Extension shall not exceed £10,000.

2 Expedition Expenses

The **Company** will indemnify the **Insured** in respect of the reasonable extra cost to make temporary repairs and expedite permanent repairs to or permanent replacement of damaged **Insured Plant**, subject to a maximum limit of £20,000.

3 Hire of Substitute Item

The **Company** will indemnify the **Insured** in respect of hire charges actually incurred by the **Insured** during the Period of Insurance for the necessary hire following Accident to **Insured Plant** of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged, subject to a maximum limit of £5,000.

4 Loss Of Oil Storage Tank Contents

The **Company** will indemnify the **Insured** in respect of

- a loss of the contents of oil storage tanks at the **Premises** belonging to the **Insured** or for which the **Insured** is responsible by escape, leakage, discharge or overflow of contents from the oil storage tanks caused by or resulting from an Accident to the tank which is insured by this Sub-Section
- b contamination of the contents of the oil storage tanks caused by or resulting from an Accident insured by this Sub-Section

including cleaning costs incurred as a result of such loss. Provided that the **Company** shall not be liable for:

- i loss caused by fire howsoever the fire may have been caused
- ii loss resulting from corrosion, erosion or wasting
- iii contamination of the contents resulting from the natural settling, separation or accumulation of fluids or materials constituting the normal contents
- iv contamination of the contents resulting from the deliberate use of fluids or materials in the oil storage tank for cleaning, flushing or similar purposes
- v loss sustained whilst oil storage tanks are in transit between premises
- vi costs or expenses arising from pollution or contamination of property not covered by this Extension.

The liability of the **Company** under this Extension shall not exceed £5,000 in respect of any one incident or series of incidents arising out of one source or original cause.

5 Loss Avoidance Measures

The **Company** will indemnify the **Insured** in respect of reasonable costs necessarily incurred by the **Insured** to take exceptional measures to prevent or mitigate impending **Damage**

Provided that:

- a **Damage** would be reasonably expected if such measures were not implemented
- b the **Company** is satisfied that **Damage** has been avoided or mitigated by means of the exceptional measures
- c the maximum liability of the **Company** will not exceed the cost of the **Damage** which would have otherwise occurred
- d the terms, Conditions and Exclusions of this Sub-Section, the Section and the Policy will apply as if **Damage** has occurred
- e if **Damage** had occurred it would have resulted in a claim that would have been accepted by the **Company** under this Sub-Section of the Policy
- f the maximum liability of the **Company** shall not exceed £5,000 in any one period of insurance.

6 Own Surrounding Property damage caused by Steam Explosion

The **Company** will indemnify the **Insured** against **Damage** to **Property** belonging to or in the custody and control of the **Insured** and for which the **Insured** is responsible directly resulting from the explosion of any non-domestic steam pressure equipment under the **Insured's** control.

This Extension is subject to such pressure equipment being inspected and maintained as required by any statutory regulations.

The **Company's** liability under this Extension shall not exceed £1,000,000 any one Accident.

7 Debris Removal

The cover provided by this Sub-Section extends to include costs incurred in the removal of debris and protection of the **Insured Plant** following loss or **Damage** **Insured** under this Sub-Section.

The liability of the **Company** under this Extension shall not exceed £25,000 or 20% of the loss or **Damage** whichever is the lower.

8 Repair Costs Investigation

With its prior written agreement the **Company** will pay costs relating to repair investigations and tests following indemnifiable **Damage** to **Insured Plant** by consulting engineers.

The **Company** shall not be liable under this Extension of Cover for fees incurred in preparing a claim under this Policy. The liability of the **Company** shall not exceed £25,000 under this Extension.

Extensions to Section 1

(Subject to the Exclusions and Conditions of the operative Sub-Section(s) and the Section)

1 Non Invalidation

The insurance under Section 1 shall not be invalidated by any act, omission or alteration unknown to or beyond the **Insured's** control whereby the risk of **Damage** to insured **Property** is increased as long as immediately the **Insured** becomes aware of the increase in risk they inform the **Company** in writing and pay any appropriate additional premium if required.

2 Subrogation Waiver

In the event of a claim arising under this Section the **Company** agrees to waive any rights, remedies or relief to which they become entitled by subrogation against:

- a any company standing in the relation of parent or subsidiary to the **Insured** or any company which is a subsidiary of or
- b a parent company of which the **Insured** themselves are subsidiary in each case as defined in current legislation a tenant or lessee in respect of **Damage** to the part of the **Buildings** they occupy or to common parts of the **Buildings** unless the **Damage** arises out of a criminal, fraudulent or malicious act of the tenant or lessee.

3 Damage by Emergency Services

This insurance extends to include costs and expenses incurred by the **Insured** with the consent of the **Company** in repairing, reinstating or making good **Damage** to landscaped gardens and grounds caused by Fire Brigade equipment and personnel in the course of combating or reducing **Damage** from Cover Causes 1 or 2 at the **Premises**, subject to a maximum amount of £5,000 any one loss.

4 Capital Additions

The insurance under Section 1 shall, subject to the terms and Conditions of the Policy be extended to include:

- a any alterations, additions and improvements to **Buildings** excepting any appreciation of the value of the **Buildings**
- b any newly erected or acquired **Buildings** at the **Premises** or elsewhere within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man from when the **Insured** becomes responsible, subject to:
 - i the **Insured** advising the **Company** of the amendments as soon as practicable on becoming aware of the increase in extent of cover required
 - ii the sum insured for **Buildings** at each location only being increased by the value of the additional **Property** up to no more than 10% of the existing sums insured or £250,000, whichever is the lesser, at any one location
 - iii the **Insured** paying the appropriate additional premium
 - iv other specific insurance having not been already arranged.

5 Loss of Metered Water

The **Company** will indemnify the **Insured** for the unit cost of metered water at the current rate per cubic metre consumed as a direct result of **Damage** to the water apparatus at the point of the service feed to the **Premises** from Cover Causes 1, 2 or 3 subject to a maximum amount of £2,500 any one loss but excluding any loss occurring when the **Premises** are **Unoccupied** or where **Damage** is undiscovered for a period of 120 days or more.

6 Trace and Access

The **Company** will indemnify the **Insured** for the reasonable costs incurred with the **Company's** consent in locating the source of an escape of water from any fixed pipe or water apparatus on the **Insured's Premises** including the cost of any walls, floors or ceilings removed for access subject to a maximum limit of £5,000 any one loss and excluding any cost of repairs to the actual pipes or water apparatus.

7 Clearing of Drains

The **Company** will indemnify the **Insured** for the costs and expenses necessarily and reasonably incurred in cleaning, clearing or repairing drains, gutters or sewers at the **Premises**, for which the **Insured** are responsible, as a consequence of **Damage** caused from Cover Causes 1 or 2 subject to a maximum limit of £5,000 any one loss.

8 Workmen

Workmen are allowed on the **Premises** for the purpose of effecting repairs and minor structural and other non-structural alterations and also for general maintenance purposes and the like without prejudice to this insurance, but if any more major works are to be undertaken details must be advised to the **Company** for agreement, prior to commencement of work.

9 Loss of Oil and LPG

The **Company** will indemnify the **Insured** for the cost to replace oil or LPG accidentally lost from a fixed heating installation as a result of **Damage** to the fixed heating installation at the **Premises** from Cover Causes 1, 2, 3 or 4 subject to a maximum limit of £2,500 any one loss, but excluding any loss occurring when the **Premises** are **Unoccupied** or where **Damage** is undiscovered for 120 days or more.

Exclusions

Exclusion to Sub-Section B

The **Company** shall not be liable for **Damage** to glass, china, earthenware, marble or other fragile or brittle objects as a result of Cover Cause 3.

Exclusions to Sub-Section C

The **Company** shall not be liable for:

- a breakage or **Damage** arising:
 - i from repairs or alterations to the **Premises**
 - ii in **Unoccupied Premises**
- b glass which was in any way defective at the time cover was effected
- c breakage or **Damage** to any glass or sanitary ware comprising samples or display materials held in connection with the **Business**
- d wear, tear, depreciation, loss of use, scratching, rust or other gradually operating cause, mechanical or electrical breakdown and additionally in respect of electrical signs: **Damage** to tubes unless the surrounding glass or
 - i perspex is fractured at the same time
 - ii **Damage** arising from repair, removal or erection
- e chipping or cracking of sanitary ware unless there is breakage or complete fracture of such a nature as to render such article totally unserviceable.

Exclusions to Sub-Section D

- 1 The **Company** shall not be liable for loss or **Damage** caused by or resulting from:
 - a a hydrostatic, pneumatic, or gas pressure test of any boiler or pressure vessel

- b an insulation breakdown test of any type of electrical equipment
 - c any defect, virus, loss of data or other situation within **Media**
 - d depletion, deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions, except that this Exclusion shall not apply to subsequent **Damage** which itself results from a cause not otherwise excluded
 - e loss due to solidification, biological activity or spontaneous chemical reaction in the contents of tanks.
- 2 The **Company** shall not be liable for loss or **Damage** recoverable under a maintenance agreement or any warranty or guarantee, or which would be recoverable but for breach of the **Insured's** obligations under an agreement.

Exclusions to Section 1

The **Company** shall not be liable for:

- a the amount of the **Excess** or **Excesses** in the Schedule
- b loss of or **Damage** by Cover Causes 1, 2, 3, 4 or 5 to:
 - i vehicles licensed for road use (including their accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
 - ii **Property** or structures in course of construction or erection and materials or supplies in connection with all such **Property** in course of construction or erection
 - iii land, roads, pavements, piers, jetties, bridges, culverts or excavations
 - iv animals, growing crops or treesunless specifically mentioned as insured by this Section or on the Schedule
- c loss of or **Damage** to **Property** which at the time of the happening of loss or **Damage** is insured by or would but for the existence of this Policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected
- d loss of or **Damage** to any **Property** more specifically insured
- e **Damage** caused by an explosion of any vessel, machinery or apparatus, or its contents belonging to or under the control of the **Insured**, which requires to be examined to comply with any Statutory Regulations unless such vessel, machinery or apparatus is the subject of a policy or other contract providing the required inspection service
- f reduction in value, or consequential loss of any kind
- g wear and tear.

Conditions Precedent to Liability

Conditions to Sub-Section D

- 1 The **Insured** shall exercise due diligence in:
 - a complying with any statute or order
 - b ensuring that insured items are properly maintained and used in accordance with manufacturers recommendations and in taking reasonable precautions to prevent **Damage**.
- 2 The **Insured** shall maintain a minimum of 2 generations of back-up computer records. These must be checked for accuracy and integrity to ensure a precise match with the source data, be capable of restoration and be taken at intervals no less frequently than every 48 hours. At least one copy must be stored off site and the **Insured** must take all reasonable precautions to store and maintain records in accordance with the makers recommendations.

Memoranda applicable to Section 1

1 Reinstatement

The basis of settlement of any claim under Section 1 shall be the full cost of replacement as new which requires the carrying out of the following work:

- a where **Property** is destroyed or lost, its replacement by similar **Property** in a condition equal to but not better or more extensive than its condition when new
- b where **Property** is damaged, the repair of the **Damage** and the restoration of the damaged portion of the **Property** to a condition substantially the same but not better or more extensive than its condition when new.

Special Provisions

- i the replacement must be carried out without undue delay and in any case must be completed within 12 months of the loss or **Damage** occurring or such further time as the **Company** may (during the 12 months) in writing allow otherwise the basis of settlement will revert to Indemnity
- ii when any **Property** insured under this Memorandum is damaged in part only the liability of the **Company** shall not exceed the sum representing the cost which the **Company** could have been called upon to pay for the replacement if such **Property** had been wholly destroyed
- iii no payment beyond Indemnity shall be made until the cost of replacement shall have been actually incurred

2 Indemnity

The cost of repair or replacement (less a reduction for wear, tear and depreciation) up to the value of the item in a condition substantially the same as, but not better or more extensive than its condition immediately prior to the loss or **Damage**.

3 Day One Basis

(applicable to each insured item where a **Declared Value** is shown on the Schedule)

- a The **Insured** has stated in writing, and will at the inception of each period of insurance state, the **Declared Value** of each item of **Property**, shown on the Schedule.
- b The liability of the **Company** shall be limited to the sum insured in the Schedule.

4 Designation

For the purpose of determining where necessary the item under which any **Property** is insured the **Company** agrees to accept the designation under which such **Property** has been entered in the **Insured's** books.

Section 2 – Loss of Rent

Cover

Sub-Section A – Income/Costs

(This Sub-Section is only operative if specified on the Schedule)

Rent Receivable

The **Company** will indemnify the **Insured** for loss of **Rent Receivable** in consequence of **Damage** to **Buildings** owned by the **Insured** from the Cover Causes shown against this item on the Schedule.

The **Company** will calculate the loss of **Rent Receivable** as follows:

- a the amount by which **Rent Receivable** during the **Indemnity Period** shall in consequence of the **Damage** fall short of the amount that should have been received and
 - b **Increase in Cost of Working** but not exceeding the reduction of **Rent Receivable** avoided
- less any sum saved during the **Indemnity Period** in respect of the charges and expenses of the **Business** payable out of **Rent Receivable** as may cease or be reduced in consequence of the **Damage**.

Sub-Section B – Alternative Accommodation

(This Sub-Section is only operative if specified on the Schedule)

Cost of Alternative Accommodation

The **Company** will indemnify the **Insured** for the **Cost of Alternative Accommodation**, if the **Premises** are rendered uninhabitable in consequence of **Damage** to the **Buildings** owned by the **Insured** from the Cover Causes shown against this item on the Schedule, but only for the period necessary and reasonable for reinstatement of the **Premises**, incurred in addition to the amount payable under **Rent Receivable**, on behalf of the lessees or tenants of the residential portions of the **Premises** only, for the amount stated in the Schedule.

Sub-Section C Machinery Breakdown

(This Sub-Section is only operative if specified on the Schedule)

Rent Receivable

The **Company** will indemnify the **Insured** for loss of **Rent Receivable**, as calculated under Sub-Section A, as a result of interruption of or interference with the **Business** carried on at the **Premises** in consequence of **Damage to Insured Plant** insured by Section 1 for which the **Company** has admitted liability under Sub-Section D but not for the costs of preparing any claim.

Extensions

Extensions to Sub-Section A

Subject to the Exclusions and Conditions of the operative Sub-Section and the Section.

Automatic increase in sum insured

The sum insured by this Section is increased by an amount not exceeding 100% to include increases arising out of reviews of **Rent Receivable** occurring within the **Indemnity Period**. This Extension shall not apply in respect of increases where the amount has been agreed within the Rental Agreements in force at the inception of this Policy or at each subsequent renewal date.

Extensions to Sub-Sections A and B

The following Extensions only apply if shown as operative on the Schedule and are subject to Limits shown in the Schedule and the Exclusions and Conditions of the operative Sub-Section(s) and the Section.

1 Denial of Access

The **Company** will indemnify the **Insured** in respect of loss resulting from interruption of or interference with the **Business** in consequence of **Damage** from Cover Causes 1, 2, 3 or 4 to **Property** in the vicinity of the **Premises** which shall prevent or hinder the use of or access to the **Insured's Premises**, whether or not there has been **Damage** to the **Premises** or **Property** of the **Insured**.

2 Public Utilities

The **Company** will indemnify the **Insured** in respect of loss in consequence of accidental failure at the terminal ends of the public supply undertaking's feed to the **Premises** of water, electric, gas or telecommunication services as a direct result of **Damage** by Cover Causes 1 and 2 excluding atmospheric, solar or lunar conditions causing temporary interference with transmission to or from any satellite.

Extensions to Sub-Section C

Additional Increase in Cost of Working

The **Company** will also indemnify the **Insured** for **Additional Increase in Cost of Working** as a result of interruption of or interference with the **Business** carried on at the **Premises** in consequence of Accident to **Insured Plant** insured by Section 1 for which the **Company** has admitted liability under Sub-Section D but not for the costs of preparing any claim and subject to a maximum amount of £25,000 in any one period of insurance.

Extension to Section 2

Subject to the Exclusions and Conditions of the operative Sub-Section(s) and the Section.

1 Accountants and Auditors' Charges

The **Company** will pay to the **Insured** the reasonable charges payable by the **Insured** to their professional accountants and auditors for producing any particulars or details or any other proofs, information or evidence as may be required by the **Company** under the terms of this Section and reporting that such particulars or details are in accordance with the **Insured's** books or documents.

Exclusions

Exclusions to Sub-Section C

The **Company** will not be liable for:

- a delay in resuming operations due to the need to reconstruct or re-input data or programs on **Media** where the **Insured** has not fully complied with Condition 2 of Conditions Precedent to Liability to Sub section D of Section 1 – Back Up Records
- b loss resulting from interruption or interference with the **Business** carried on at the **Premises** in consequence of **Damage** as insured by Extension 6 to Sub-Section D of Section 1.

Exclusions to Section 2

The **Company** shall not be liable for any loss unless:

- a there is in force at the time of the **Damage to Property** causing interruption of or interference with the **Business**, an insurance policy covering the interest of the **Insured** in the **Property** for the **Damage** suffered and
- b
 - i payment has been made or liability admitted for such **Damage** or
 - ii payment would have been made or liability would have been admitted for such **Damage** but for the exclusion of losses below a stated amount in the policy.

Memoranda applicable to Section 2

1 Limit

The **Company's** liability under Section 2 shall not exceed in any one period of insurance the sums insured and limits shown in the Schedule.

2 VAT

To the extent that the **Insured** is accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such Tax.

3 Current Cost Accounting

For the purpose of this Section any adjustment implemented in current cost accounting shall be disregarded in calculations.

4 Miscellaneous Extensions

For other miscellaneous extensions included on the Schedule the wording will appear on the Schedule as an endorsement.

Section 3 – Liability

Cover

Sub-Section A – Employers' Liability

(This Sub-Section is only operative if specified on the Schedule)

In the event of accidental **Injury** sustained by any **Employee** of the **Insured** caused during the period of insurance and arising out of and in the course of their employment by the **Insured** for the purposes of **Business**, within the **Territorial Limits**, the **Company** will indemnify the **Insured** in respect of all sums which the **Insured** becomes legally liable to pay as compensation and claimant's costs and expenses, in respect of such **Injury**.

The **Company** will also pay **Legal Costs** and **Solicitors' Fees**. The indemnity granted by this Sub-Section shall be interpreted as being in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man but the **Insured** shall repay to the **Company** all sums paid by the **Company** which the **Company** would not have been liable to pay but for the provisions of such law.

Limit of Indemnity

The liability of the **Company** under this Sub-Section for compensation and claimant's costs and expenses in respect of one occurrence or all occurrences of a series consequent on or attributable to one source or original cause (inclusive of **Legal Costs** and **Solicitors' Fees**) shall not exceed the Limit of Indemnity stated in the Schedule.

Sub-Section B – Public Liability

(This Sub-Section is only operative if specified on the Schedule)

In the event of accidental:

- a Injury
 - b **Damage to Property**
 - c obstruction, trespass, nuisance or interference with any right of way, light, air or water
- occurring during the period of insurance and arising out of ownership of the **Premises** or in the course of the **Business**, within the **Territorial Limits**, the **Company** will indemnify the **Insured** in respect of all sums which the **Insured** becomes legally liable to pay as compensation and claimant's costs and expenses, in respect of such **Injury**, **Damage to Property** or obstruction, trespass, nuisance or interference with any right of way, light, air or water.

The **Company** will also pay **Legal Costs** and **Solicitors' Fees**.

Limit of Indemnity

The liability of the **Company** under this Sub-Section for compensation in respect of one occurrence or all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity stated in the Schedule.

Extensions

Extensions to Cover for Sub-Section B

Subject to the Limits of Indemnity, Exclusions and Conditions of the operative Sub-Section(s) and the Section

Cross Liabilities

This Sub-Section shall, if applicable, apply separately to each of the **Insured** named in the Schedule of the Policy in the same manner as if a separate Section had been issued to each **Insured** provided that the aggregate of the liabilities arising from any separate application of this Section shall not exceed in total the Limit of Indemnity shown in the Schedule.

Extensions to Cover for Section 3

Subject, unless otherwise stated, to the Limits of Indemnity stated on the Schedule for Sub-Section B, and the Exclusions and Conditions of the operative Sub-Section(s) and the Section.

1 Leased, Hired or Rented Premises

The **Company** will indemnify the **Insured** in respect of the **Insured's** legal liability as tenant of a premises leased, rented or hired in the course of the **Business** for:

- i **Damage** to the premises including any landlord's fixtures and fittings caused by any of Cover Causes 1, 2 or 4
- ii reinstatement or repair of **Damage** to the underground water pipes, gas pipes, drains or sewers, electricity and telephone cables extending from the public mains to the buildings but excluding consequential loss of any kind or description.

Provided that the **Company** shall not be liable for:

- i the first £250 of **Damage**
- ii liability attaching to the **Insured** solely by the terms of the tenancy or any other agreement.

2 Defective Premises Act 1972

The **Company** will indemnify the **Insured** in respect of any legal liability incurred by the **Insured** 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 **Premises**, which have been disposed of by the **Insured**.

Provided that the **Company** shall not be liable:

- i for the cost of remedying any defect or alleged defect in the **Premises** disposed of
- ii if the **Insured** is entitled to indemnity from any other source.

3 Health and Safety at Work Act 1974 – Legal Defence Costs

The **Company** will at the request of the **Insured** indemnify any director, partner or **Employee** of the **Insured** in respect of **Legal Costs** and **Solicitors' Fees** incurred in the defence of a prosecution including an appeal against any conviction resulting from a prosecution brought for a breach of:

- i the Health and Safety at Work Act 1974
- ii the Health and Safety at Work (Northern Ireland) Order 1978

committed in the course of the **Business** during the period of insurance.

Provided that the **Company** shall not be liable:

- i for the payment of fines or penalties
- ii unless each director, partner or **Employee** shall be subject to the terms, Exclusions and Conditions of this Policy in so far as they can apply
- iii for a breach that was as a result of an intentional or deliberate act
- iv for any liability arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- v for any amount in excess of the Limit of Indemnity stated on the Schedule for Sub-Section A.

4 Data Protection

Following a breach of personal data (as defined in the law applicable) occurring during the **period of insurance** in the course of the **business**, we will pay:

- a the amount of compensation which **you** become legally liable to pay in respect of damage, either material or non-material, under the provisions of Article 82 of the General Data Protection Regulation or any equivalent data protection laws applicable to England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man
- b for defence costs and prosecution costs awarded against **you** in respect of a prosecution under Article 83 of the General Data Protection Regulation or any equivalent data protection laws applicable to England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man provided that **you** are included in the register maintained by the Information Commissioner's Office (ICO) or the equivalent in the Channel Islands, or are in the process of registration and such registration has not been refused or withdrawn.

We will not be liable:

- i for any deliberate act or omission by **you** or any **director**, **partner** or **employee** from which **you** or they could have reasonably expected liability or costs to attach
- ii for liability, defence or prosecution costs arising from the recording, processing or provision of data for reward or to determine the financial status of any person
- iv for liability, defence or prosecution costs arising from an agreement which would not have attached in the absence of such agreement
- v for costs and expenses incurred in rectifying, replacing, reinstating, destroying or erasing data
- vi for costs and expenses incurred in investigating a personal data breach or in the reporting of such to the ICO
- vii for the payment of fines or penalties
- viii if an indemnity is provided by any other insurance.

5 Court Attendance

The **Company** will indemnify the **Insured** for the costs of attendance at court by the **Insured** or a director, partner or **Employee** of the **Insured** to help defend or act as a witness in connection with any claim for which the **Insured** is entitled to indemnity under this Section and with the **Company's** agreement up to a maximum of £250 per day per person.

Exclusions

Exclusion to Sub-Section A

Sub-Section A does not cover:

Liability arising out of the ownership, possession or use of any self propelled vehicle (or machinery or plant) for which insurance is required under any legislation governing the use of such vehicle.

Exclusions to Sub-Sections A and B

Sub-Sections A and B do not cover:

- a liability arising from **Work Away** other than:
 - i delivery or collection of goods, messages or **Money** to or from the **Premises**
 - ii private work undertaken by the **Insured's Employees** (with the consent of the **Insured**) for any director, partner or senior executive of the **Insured**
- b any liability arising on any offshore installation or any support vessel for any offshore installation or whilst in transit to and from any offshore installation or support vessel
- c liability arising from or in connection with any work in or on:
 - i towers, steeples, chimney shafts, blast furnaces, dams, canals, viaducts, bridges, tunnels or public highways
 - ii aircraft, airports, railways, ships, docks, piers, wharves, breakwaters or sea walls
 - iii collieries, mines, chemical works, gas works, oil refineries, power stations, nuclear installations or establishments
 - iv mainframe computer or server suites.
- d any liability of whatsoever nature arising out of mining, processing, manufacturing, removing, disposing of, distributing or storing of asbestos or products made entirely or mainly of asbestos.

This Exclusion shall not apply if in respect of such removal or disposal of asbestos or products made entirely or mainly of asbestos:

- i such activity does not form part of the **Insured's** usual **Business** or contract and
- ii the discovery of asbestos by the **Insured** is unintentional and accidental and that upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops and
- iii an HSE licenced asbestos removal contractor is employed as soon as practicable to make safe the area in which the discovery is made and who have Employers and Public Liability insurance in force for limits no less than those stated on the **Insured's** own such policies and that such work is not excluded by the contractor's own Employers and Public Liability policy.

Exclusions

Exclusions to Sub-Section B

Sub-Section B does not cover:

- a liability for **Injury** sustained by any **Employee** of the **Insured**
- b liability arising directly or indirectly by, through or in connection with the ownership, possession or use by or on behalf of the **Insured**, of any:
 - i mechanically propelled vehicle or mobile plant for which insurance is required under any legislation governing the use of such vehicle or which is licensed for road use, provided that if no indemnity is afforded by any other policy this Exclusion shall not apply to the bringing to or taking away of the load from any vehicle in connection with the loading or unloading of such vehicle
 - ii aircraft, hovercraft, drilling platform or rig and other offshore platforms or watercraft (other than hand propelled watercraft), railways, railway locomotives or carriages
 - iii pressure vessel, lifting apparatus or other item of plant owned by the **Insured** or the maintenance for which the **Insured** is responsible which has not been inspected to the extent required and approved by statutory regulations
 - iv firearms
- c liability which attaches because of an agreement but which would not have attached in the absence of such agreement
- d liability arising out of pollution or contamination unless caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance, provided that:
 - i all pollution or contamination arising out of one incident shall be deemed to have occurred at the time such incident takes place
 - ii the liability of the **Company** for all damages payable arising out of all pollution or contamination which is deemed to have occurred during any one period of insurance shall not exceed £1,000,000 in aggregate.

For the purpose of this Exclusion, pollution or contamination shall be deemed to mean:

- i all pollution or contamination of buildings or other structures or of water, land or the atmosphere and
 - ii all **Damage** or **Injury** directly or indirectly caused by such pollution or contamination
- e the cost of making good, replacement or reinstatement of defective work carried out by or on behalf of the **Insured**
 - f liability arising:
 - i out of technical, professional or remedial instruction or advice given for a fee or for which a fee would normally be charged
 - ii out of any failure to give advice or treatment or any lack of professional skill
 - g **Damage** to:
 - i **Property** belonging to the **Insured**
 - ii **Property** held in trust or in the custody or control of the **Insured** or of an **Employee** but this Exclusion shall not apply to any personal **Property** (including motor vehicles) of directors, **Employees** or visitors of the **Insured**
 - h claims made in any country outside the European Union
 - i **Property** belonging to or in the custody or control of the **Insured**
 - j liability for **Property** being worked upon where the **Damage** is as a direct result of the work undertaken

- k liquidated damages, fines, penalties, exemplary punitive or multiplied damages
- l the amount of the **Excess** shown in the Schedule
- m liability caused through any **Products Supplied** other than food and drink supplied in the course of the **Business** and consumed on the **Premises**.

Conditions

Conditions to Section 3

- 1 The **Company** may at any time, pay to the **Insured**, in connection with any claim or series of claims:
 - a the amount of the Limit of Indemnity or
 - b any lesser amount for which such claim or claims can be settledless any sum or sums already paid as compensation, claimant's costs and expenses, **Legal Costs** and **Solicitors' Fees** recoverable.
On payment, the **Company** shall relinquish the conduct and control of, and be under no further liability in connection with such claim or claims except for the payment of costs and expenses incurred prior to the date of such payment.
- 2 If any claim under this Section is also covered in whole or in part by any other existing insurance or by an indemnity from any other source the liability of the **Company** shall be limited to any excess beyond the amount which would have been payable under such other insurance or from such other source had this Section not been effected.
- 3 In the event of any occurrence which may give rise to a claim for indemnity:
 - a every letter, writ, summons or other document must be forwarded to the **Company** immediately on receipt and notice in writing given to the **Company** of any impending prosecution, Coroner's Inquest or Fatal Accident Inquiry
 - b no admission of liability or promise of payment may be made without the written consent of the **Company**.

Section 4 – Legal Expenses

Ageas Insurance Limited have arranged Commercial Legal Protection through DAS and where stated in the Schedule of your Policy as operative the following covers apply for Legal Expenses.

Definitions

For the purposes of Section 4 the following words or expressions shall carry the meaning below whenever they appear in **bold** in the Policy, Schedule, Endorsements, and the proposal form or statement of fact. Wherever the defined words are shown in the plural they take on the same meaning as shown below, but in the plural.

Appointed Representative

The lawyer, accountant or other suitably qualified **Person**, who has been **Appointed** to act for an **Insured Person** in accordance with the terms of this Policy.

Aspect Enquiry

An examination by HM Revenue & Customs which considers one or more specific aspects of the **Policyholder's** self assessment and/or corporation tax return.

Costs and Expenses

Accountant's Costs

A reasonable amount in respect of all costs reasonably incurred by the **Appointed Representative**.

Attendance Expenses

The **Insured Person's** salary or wages for the time that the **Insured Person** is off work to attend any arbitration, court or tribunal hearing at the request of the **Appointed Representative** or while attending jury service. **We** will pay for each half or whole day that the court, tribunal or the **Insured Person's** employer will not pay for.

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

- a the time the **Insured Person** is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours
- b if the **Insured Person** works full time, the salary or wages for each whole day equals 1/250th of the **Insured Person's** yearly salary or wages
- c if the **Insured Person** works part-time, the salary or wages will be a proportion of the **Insured Person's** weekly salary or wages.

Legal Costs

All reasonable and necessary costs chargeable by the **Appointed Representative** on a standard basis. Also the costs incurred by opponents in civil cases if an **Insured**

Person has been ordered to pay them, or pays them with **Our** agreement.

Date of Occurrence

- 1 For civil cases (other than under cover 4 of Sub-Section A – Tax Protection), the **Date of Occurrence** is when the cause of action first accrued.
- 2 For criminal cases, the **Date of Occurrence** is when the **Insured Person** commenced or is alleged to have commenced to violate the criminal law in question.
- 3 For licence or registration appeals, the **Date of Occurrence** is when the **Policyholder** first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel the **Policyholder's** licence or British Standard Certificate of Registration.
- 4 For **Full Enquiries** or **Aspect Enquiries**, the **Date of Occurrence** is when HM Revenue & Customs first notifies in writing the intention to make enquiries. For Employers' Compliance and Value Added Tax disputes, the **Date of Occurrence** is when the relevant authority sends an assessment or written decision to the **Policyholder**.
- 5 For Sub-Section E – Property Let Protection, the date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same originating cause, then the **Date of Occurrence** is the date of the first of these events.

Full Enquiry

An extensive examination by HM Revenue & Customs which considers all aspects of the **Policyholder's** tax affairs, excluding those **Enquiries** which are limited to one or more specific aspects of the **Policyholder's** self assessment and/or corporation tax return.

Hotel Expenses

Up to £75 a day to cover the cost of accommodation for a maximum of 30 days.

Insured Person

The **Policyholder** and the directors, partners, managers and employees of the **Policyholder**.

Limit of Indemnity

The sum shown in the Schedule which is the most that **We** will pay for all claims resulting from one or more events arising at the same time or from the same cause.

Period of Insurance

The **Period** for which **We** have agreed to cover the **Insured Person** and for which the premium has been paid.

Policyholder

Shown as **Insured** in the Policy Schedule.

Territorial Limits

For Cover 2 of Sub-Section A Legal Defence (excluding 2(4)) and Cover 3(b) of Sub-Section A **Bodily Injury**

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus).

For Sub-Section E – Property Let Protection England, Scotland and Wales.

For all other Insured incidents
The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.

We, Us, Our

DAS Legal Expenses Insurance Company Limited. Head and Registered Office: DAS House, Quayside, Temple Back, Bristol BS1 6NH England. Registered in England and Wales, number 103274.

Cover

We agree to provide the insurance in this Section in accordance with the operative covers shown in the Policy Schedule as long as:

- a the **Date of Occurrence** of the insured incident happens during the **Period of Insurance** and within the **Territorial Limits**
- b any legal proceedings will be dealt with by a court, or other body which **We** agree to, in the **Territorial Limits**
- c in civil claims it is always more likely than not that an **Insured Person** will recover damages (or obtain any other legal remedy which **We** have agreed to) or make a successful defence.

For all insured incidents, **We** will help in appealing or defending an appeal as long as the **Insured Person** tells **Us** within the time limits allowed that they want **Us** to appeal. Before **We** pay any **Costs and Expenses** for appeals, **We** must agree that it is always more likely than not that the appeal will be successful. If an **Appointed Representative** is used, **We** will pay the **Costs and Expenses** incurred for this. **We** will pay Compensation Awards that **We** have agreed to.

The most **We** will pay for all claims resulting from one or more events arising from the same time or from the same originating cause is shown as the **Limit of Indemnity** in the Policy Schedule.

Sub-Section A – Legal Expenses

(This Sub-Section is only operative if specified on the Schedule)

1 Employment Disputes and Compensation Awards

a Employment Disputes

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

- 1 prior to the issue of legal proceedings in a court or tribunal following the dismissal of an employee
- 2 in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme
- 3 in legal proceedings in respect of any dispute with:
 - a an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises

out of, or relates to, a contract of employment with the **Policyholder**

- b an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.

What is not covered

- 1 Any employment dispute where the cause of action arises within the first 90 days of the indemnity provided by the Policy.
- 2 Any dispute with an employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of the indemnity provided by the Policy if the **Date of Occurrence** was within the first 180 days of the indemnity provided by the Policy.
- 3 Any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the indemnity provided by the Policy.
- 4 Any claim in respect of damages for personal injury or loss of or damage to property.
- 5 Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 1981 as amended by the Collective Redundancies and Transfer of Undertaking Regulations (Protection of Employment) (Amendment) Regulations 1999, or the Acquired Rights Directive 2001 and any amending legislation.

b Compensation Awards

We will pay:

- 1 any basic and compensatory award in respect of a claim **We** have accepted under Cover 1(a) above
- 2 an order for compensation following a breach of the **Policyholder's** statutory duties under employment legislation in respect of a claim **We** have accepted under Cover 1(a) above.

Provided that:

- 1 In cases relating to performance and/or conduct, the **Policyholder** has throughout the employment dispute either:
 - a followed the ACAS Code of Disciplinary Practice and Procedures in Employment as prepared by the Advisory Conciliation and Arbitration Service
 - b followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland
 - c sought and followed advice from **Our** legal advice service.
- 2 For an order of compensation following the **Policyholder's** breach of statutory duty under employment legislation the **Policyholder** has at all times sought and followed advice from **Our** legal advice service since the date when the **Policyholder** should have known about the employment dispute.
- 3 For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, the **Policyholder** has sought and followed advice from **Our** Claims Department prior to serving notice of redundancy.
- 4 The compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **Us**.
- 5 The total of the compensation awards payable by **Us** shall not exceed £1,000,000 in any one **Period of Insurance**.

What is not covered

- 1 Any compensation award relating to the following:
 - a trade union activities, trade union membership or non-membership
 - b pregnancy or maternity rights
 - c health and safety related dismissals brought under section 44 of the Employment Rights Act 1996
 - d statutory rights in relation to trustees of occupational pension schemes
 - e statutory rights in relation to Sunday shop and betting work.
- 2 Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
- 3 Any award ordered as a result of a breach of statutory rights in relation to the provision of relevant records to employees under the National Minimum Wage Act 1998.
- 4 Any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.

c Service Occupancy

We will negotiate for the **Policyholder's** legal rights against an employee or ex-employee to recover possession of premises owned by, or for which the **Policyholder** is responsible.

What is not covered

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

2 Legal Defence

At the **Policyholder's** request:

- 1 We will defend the **Insured Person's** legal rights:
 - a prior to the issue of legal proceedings when dealing with the
 - i Police
 - ii Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officerwhere it is alleged that the **Insured Person** has or may have committed a criminal offence or
 - b following an event which leads to the **Insured Person** being prosecuted in a court of criminal jurisdiction or
 - c if civil action is taken against the **Insured Person** for compensation under the Data Protection Act 2018. We will also pay any compensation award made against the **Insured Person** under the Data Protection Act 2018.
- 2 We will defend the **Policyholder's** legal rights following civil action taken against the **Policyholder** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **Period of Insurance**.
- 3 We will defend the **Insured Person's** (other than the **Policyholder**) legal rights if:
 - a an event arising from their work as an employee leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion
 - b civil action is taken against them as a trustee of a pension fund set up for the benefit of the **Policyholder's** employees.
- 4 We will represent the **Insured Person** in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting the **Policyholder's** business.
- 5 We will represent the **Policyholder** in appealing against the refusal of the Information Commissioner to register the **Policyholder's** application for registration.
- 6 We will pay the **Attendance Expenses** of an **Insured Person** for jury service.

Provided that:

- a in so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the **Territorial Limits** shall be any place where the Act applies
- b at the time of the insured incident, the **Policyholder** has registered with the Information Commissioner in respect of Cover 2, 1(c) above.

What is not covered

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

3 Property Protection and Bodily Injury

a Property Protection

We will negotiate for the **Policyholder's** legal rights in any civil action relating to material property which is owned by, or the responsibility of the **Policyholder**, following:

- 1 any event which causes or could cause physical damage to such material property
- 2 any nuisance or trespass.

What is not covered

Any claim relating to the following:

- 1 a contract entered into by the **Policyholder**
- 2 goods in transit or goods lent or hired out
- 3 goods at premises other than those occupied by the **Policyholder** unless the goods are at such premises for the purpose of installation or use in work to be carried out by the **Policyholder**
- 4 mining subsidence
- 5 defending the **Policyholder's** legal rights other than in defending a counter-claim
- 6 a motor vehicle owned or used by, or hired or leased to an **Insured Person** other than damage to motor vehicles where the **Policyholder** is engaged in the business of selling motor vehicles.

b Bodily Injury

At the **Policyholder's** request, We will negotiate for an **Insured Person's** and their family members' legal rights following an event which causes the death of, or bodily injury to them.

What is not covered

Any claim relating to the following:

- 1 any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident
- 2 defending an **Insured Person's** or their family members' legal rights other than in defending a counter-claim
- 3 a motor vehicle owned or used by, or hired or leased to an **Insured Person** or their family member.

4 Tax Protection

a Full or Aspect Enquiries

We will negotiate on behalf of the **Policyholder** and represent them in any appeal proceedings in respect of a **Full Enquiry** and/or **Aspect Enquiry**.

b Employers' Compliance

We will negotiate on behalf of the **Policyholder** and represent them in any appeal proceedings in respect of a dispute concerning the **Policyholder's** compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue & Customs or the Department of Social Security Contributions Agency.

c VAT Disputes

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

Provided that:

- 1 For all insured incidents, the **Policyholder** has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.
- 2 **We** will not pay more than £2000 for **Aspect Enquiries**.

What is not covered

- 1 In respect of **Aspect Enquiries** the first £200 of **Costs and Expenses** in each and every claim.
- 2 Any insured incident arising from a tax avoidance scheme.
- 3 Any insured incident caused by the failure of the **Policyholder** to register for Value Added Tax.
- 4 Any insured incident arising from any investigation or enquiries undertaken by HM Revenue & Customs Special Investigation Section or Special Compliance Office.
- 5 Any insured incident arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

Sub-Section B – Statutory Licence Protection

(This Sub-Section is only operative if specified on the Schedule)

We will represent the **Policyholder** in appealing to the relevant statutory or regulatory authority, court, or tribunal following an event which results in a licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling the **Policyholder's** licence or British Standard Certificate of Registration.

What is not covered

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

Sub-Section C – Contract Disputes

(This Sub-Section is only operative if specified on the Schedule)

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

Provided that:

- 1 The amount in dispute exceeds £250. If the amount in dispute exceeds £5000, the **Policyholder** will be responsible for the first £500 of Legal Costs in each and every claim.
- 2 If the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £250.
- 3 If the dispute relates to money owed to the **Policyholder**, a claim under the Policy is made within 90 days of the money becoming due and payable.

What is not covered

- 1 Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by the Policy

if the **Date of Occurrence** is within the first 90 days of the indemnity provided by the Policy.

- 2 Any claim relating to the following:
 - a the settlement payable under an insurance policy
 - b a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement
 - c a loan, mortgage, pension or any other financial product and choses in action
 - d a motor vehicle owned by, or hired or leased to, the **Policyholder** other than agreements relating to the sale of motor vehicles where the **Policyholder** is 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 the **Policyholder**.
- 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 servicestailored by a supplier to the **Policyholder's** own specification.
- 5 A dispute arising from a breach or alleged breach of professional duty by an **Insured Person**.
- 6 The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

Sub-Section D – Debt Recovery

(This Sub-Section is only operative if specified on the Schedule)

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

Provided that:

- 1 The debt exceeds £250.
- 2 The **Policyholder** has exhausted all credit control and accounting procedures as declared to **Us**.
- 3 A claim for debt recovery under this Policy is made within 90 days of the money becoming due and payable.
- 4 **We** have the right to select the method of enforcement, or to forego enforcing judgment if **We** are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

What is not covered

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

Sub-Section E – Property Let Protection

(This Sub-Section is only operative if specified on the Schedule)

We will negotiate for the following.

- 1 The **Policyholder's** legal rights after an event which causes physical damage to a property described in the Schedule. The amount in dispute must be more than £1,000.
- 2 The **Policyholders** legal rights in trying to get possession of a property described in the Schedule that the **Policyholder** has let under either:
 - a an assured shorthold tenancy
 - b a short assured tenancy
 - c an assured tenancy.

These are all defined by the Housing Act 1988 or the Housing (Scotland) Act 1988.

The **Policyholder** must be trying to get possession under:

- a Schedule 2, Part 1 (grounds 1 to 8) of the Housing Act 1988 or
- b Schedule 5, Part 1 (grounds 1 to 8) of the Housing Act (Scotland) 1988.

The **Policyholder** must give the tenant the correct notices telling him or her that the **Policyholder** wants possession of the property.

- 3 The **Policyholder's** legal rights in trying to get possession of a property described in the Schedule if the property has been let to a limited company or partnership for people to live in.
- 4 The **Policyholder's** legal rights in trying to get possession of a property described in the Schedule if the property has been let and the **Policyholder** lives in the property as the landlord.
- 5 The **Policyholder's** legal rights to evict anyone in a property described in the Schedule who has not got the **Policyholder's** permission to be there.
- 6 The **Policyholder's** legal rights to recover any rent a tenant owes to the **Policyholder** for a property described in the Schedule.
- 7 To defend the **Policyholder's** legal rights if an event arising from the letting of a property described in the Schedule leads to the **Policyholder** being prosecuted in a criminal court.

For all **Insured Incidents** We will help in appealing or defending an appeal.

If an **Appointed Representative** is used, We will pay the **Legal Costs** for this.

We will pay **Hotel Expenses** while the **Policyholder** tries to get a possession order for a property described in the Schedule so that the **Policyholder** can live in it.

The most We will pay for all claims resulting from one or more events arising at the same time or from the same originating cause shall not exceed the Limit of Indemnity stated in the Schedule.

What is not covered

- 1 Any claim reported to **Us** more than 90 days after the date the **Policyholder** should have known about the **Insured Incident**.
- 2 Any disagreement with a tenant when the **Date of Occurrence** is within the first 90 days of the first **Period of Insurance** and the tenancy agreement started before the start of the Policy.
- 3 Any disagreement with any person other than a tenant or someone in a property specified on the Schedule without

the **Policyholder's** permission to be there if the property is part of a building which contains 5 or more apartments or flats.

- 4 Any claim relating to registering rents, reviewing rents, buying the freehold of a property or any matter which relates to rent tribunals, rates tribunals, land tribunals or rent assessment committees unless the **Policyholder** is defending an action brought by a tenant.
- 5 Any claim to do with someone legally taking a property described in the Schedule from the **Policyholder**, whether the **Policyholder** is offered money or not, or restrictions or controls placed on a property described in the Schedule by any government or public or local authority unless the claim is for accidental physical damage to a property described in the Schedule caused by any of the above.
- 6 Any claim relating to any work done by any government or public or local authority unless the claim is for accidental physical damage to a property described in the Schedule caused by any of the above.
- 7 Any claim relating to subsidence, mining or quarrying.
- 8 Any claim relating to the settlement payable under an insurance policy.

Exclusions

Exclusions to Section 4

- 1 Any claim reported to **Us** more than 180 days after the date the **Insured Person** should have known about the **Insured** incident.
- 2 **Costs and Expenses** incurred before the written acceptance of a claim by **Us**.
- 3 Fines, penalties, compensation or damages which the **Insured Person** is ordered to pay by a court or other authority other than compensation awards as covered under Sub-Section A, cover 1(b) Compensation Awards and cover 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 franchise rights, or agency rights where the **Policyholder** has the legal capacity to alter the legal relations of another.
- 6 Any insured incident deliberately or intentionally caused by an **Insured Person**.
- 7 A dispute with **Us** not otherwise dealt with under Condition 7.
- 8 Any claim relating to a shareholding or partnership share in the **Policyholder** unless such shareholding was acquired under a scheme open to all employees of the **Policyholder** or a substantial number of them of a certain minimum grade other than the directors or partners of the **Policyholder**.
- 9 An application for judicial review.
- 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 When either at the commencement of or during the course of a claim, the **Policyholder** is bankrupt or has filed a bankruptcy petition or winding-up petition, or has made an arrangement with its creditors, or has entered into a deed or arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator.

Conditions

Conditions to Section 4

- 1 An **Insured Person** must:
 - a keep to the terms and conditions of this Policy
 - b notify Us immediately of any alteration which may materially affect **Our** assessment of the risk
 - c take reasonable steps to keep any amount **We** have to pay as low as possible
 - d try to prevent anything happening that may cause a claim
 - e send everything **We** ask for, in writing
 - f give **Us** full details of any claim as soon as possible and give **Us** any information **We** need.
- 2 a **We** can take over and conduct in the name of the **Insured Person**, any claim or legal proceedings at any time. **We** can negotiate any claim on behalf of an **Insured Person**.
 - b If **We** agree to start legal proceedings and it becomes mandatory for an **Insured Person** to be represented by a lawyer, or if there is a conflict of interest, an **Insured Person** can choose an **Appointed Representative** by sending **Us** the suitably qualified person's name and address. **We** may choose not to accept the choice of representative, but only in exceptional circumstances. If there is a disagreement over the choice of **Appointed Representative**, another suitably qualified person can be appointed to decide the matter.
 - c Before an **Insured Person** chooses a lawyer or an accountant, **We** can appoint an **Appointed Representative**.
 - d An **Appointed Representative** will be appointed by **Us** and represent an **Insured Person** according to **Our** standard terms of appointment. The **Appointed Representative** must co-operate fully with **Us** at all times.
 - e **We** will have direct contact with the **Appointed Representative**.
 - f An **Insured Person** must co-operate fully with **Us** and with the **Appointed Representative** and must keep **Us** up-to-date with the progress of the claim.
 - g An **Insured Person** must give the **Appointed Representative** any instructions that **We** require.
- 3 a An **Insured Person** must tell **Us** if anyone offers to settle a claim and must not agree to any settlement without **Our** written consent.
 - b If an **Insured Person** does not accept a reasonable offer to settle a claim, **We** may refuse to pay further **Costs and Expenses**.
 - c **We** may decide to pay the **Insured Person** the amount of damages that the **Insured Person** is claiming or is being claimed against them instead of starting or continuing legal proceedings.
- 4 a If **We** ask, an **Insured Person** must tell the **Appointed Representative** to have **Costs and Expenses** taxed, assessed or audited.
 - b An **Insured Person** must take every step to recover **Costs and Expenses** that **We** have to pay and must pay **Us** any **Costs and Expenses** that are recovered.
- 5 If an **Appointed Representative** refuses to continue acting for an **Insured Person** or if an **Insured Person** dismisses an **Appointed Representative**, the cover **We** provide will end at once, unless **We** agree to appoint another **Appointed Representative**.
- 6 If an **Insured Person** settles a claim or withdraws their claim without **Our** agreement, or does not give suitable instructions to an **Appointed Representative**, the cover

We provide will end at once and **We** will be entitled to re-claim any **Costs and Expenses** paid by **Us**.

- 7 If **We** and an **Insured Person** disagree about the choice of **Appointed Representative**, or about the handling of a claim, **We** and the **Insured Person** can choose another suitably qualified person to decide the matter. **We** must both agree to this in writing. If **We** cannot agree with the **Insured Person** about the choice of the second suitably qualified person, **We** will ask the president of a relevant national law society to choose a suitably qualified person. Whoever loses the disagreement will have to pay the costs of settling it.
- 8 **We** may at **Our** discretion require the **Policyholder** to obtain an opinion from counsel at the **Policyholder's** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **Us**.
- 9 **We** can cancel this Section at any time as long as **We** tell the **Policyholder** at least 21 days beforehand. The **Policyholder** can cancel this Section at any time as long as **We** are told at least 21 days beforehand.
- 10 **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other Policy if this Policy did not exist.
- 11 All Acts of parliament within the Policy wording shall include equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man as the case may be.

Memorandum to Section 4

The Employment Manual

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit our website at www.das.co.uk. From the Home Page click on the Employment Manual icon. All the sections of this web-based document can be printed off for your own use. Contact us at marketing@das.co.uk with your e mail address, quoting your policy number and we will contact you by email to inform you of future updates to the information.

General Conditions and Exclusions

1 General Exclusions

This Policy does not cover:

- a **Damage** to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused or contributed to, by or arising from:
 - i ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - iii pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
 - iv war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
- b **Damage** to any **Property** in Northern Ireland or **Damage** resulting from, caused by, happening through or in consequence of:
 - i civil commotion
 - ii any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **Unlawful Association**.
- c **Damage** to any **Property** whatsoever or any loss or expense whatsoever resulting or arising from, or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused or contributed to by or arising from **Terrorism** except for accidental **Injury** sustained by any **Employee** of the **Insured** during the period of insurance and arising out of and in the course of their employment by the **Insured** in the **Business** described in the Schedule and occasioned by or happening through or in consequence directly or indirectly of **Terrorism** up to a maximum of £5,000,000 for compensation and claimant's costs and expenses in respect of one occurrence or all occurrences of a series consequent on or attributable to one source or original cause (inclusive of **Legal Costs** and **Solicitors' Fees**) for which the **Insured** is legally liable.

In any action, suit or other proceedings, where the **Company** alleges that by reason of the provisions of this Condition any loss, **Damage** or legal liability is not covered by this Policy, the burden of proving that such loss, **Damage** or legal liability is covered shall be upon the **Insured**.
- d **Damage** or **Injury** occurring outside the **Territorial Limits** (unless specifically insured).

- e **Damage** caused by pollution or contamination except (unless otherwise excluded) loss or **Damage** to the **Property** insured caused by:
 - i pollution or contamination which itself results from any one of Cover Causes 1 or 2
 - ii any one of Cover Causes 1 or 2 which itself results from pollution or contamination
 - iii any cover given under Section 3 of the Policy where **Damage** is shown to come within the exception to Exclusion (d) of Exclusions, Sub-Section B of Section 3.
- f **Damage** or consequential loss of whatsoever nature and/or liability for damages attaching to the **Insured** or any associated costs relating thereto arising directly or indirectly from or consisting of the failure or inability of any:
 - i computer, data processing equipment, electronic circuit, embedded system firmware, hardware, integrated circuit, interface, microchip, microprocessor, program, software, telecommunication equipment or systems and any similar device
 - ii **Media** or systems used in connection with any of the above whether the **Property** of the **Insured** or not:
 - a to correctly recognise, use or adopt any date, day of the week or period of time as the true or correct date, day of the week or period of time
 - b to capture, save, retain, restore and/or correctly manipulate, interpret, calculate, return, transmit or process any data or information, command logic or instruction as a result of treating any date, day of the week or period of time otherwise than as, or other than, its true or correct date, day of the week or period of time but:
 - i this shall not exclude a first party claim by the **Insured** in respect of such loss, destruction or **Damage** not otherwise excluded which itself results from one of Cover Causes 1, 2 or 4
 - ii this Exclusion shall not apply in respect of Section 3, Sub-Section A – Employers' Liability.

2 Notice of Unoccupancy/Occupancy

The **Insured** must advise the **Company** as soon as the **Insured** is aware that:

- a the **Premises** or a **Building** or portion of a **Building** has become **Unoccupied**
- b an **Unoccupied Premises** or **Building** or portion of a **Building** is again tenanted.

If this Condition is not complied with, the Policy will not cover the **Premises** or **Building** concerned unless the **Company** has agreed in writing that cover will remain operative for **Unoccupied Premises, Buildings** or portions of **Buildings** without the requirement for referral to the **Company** beforehand.

3 Reasonable Precautions

The **Insured** should take all reasonable care:

- a for the safety of the **Property** insured
- b to prevent accidents or **Injury**
- c to comply with all statutory obligations and regulations imposed by any authority
- d to prevent the sale or supply of goods which are defective in any way.

4 Precedents to Liability

(Applicable to Sections 1 and 2 only)

Liability under this Policy is conditional on the **Insured**:

- a keeping in working order and bringing into full operation all locks, bolts, **Intruder Alarm Systems** and other protective devices under the **Insured's** control when the **Premises** are unattended
- b removing all keys to safes, doors, windows and **Intruder Alarms Systems** under the **Insured's** control when the **Premises** are unattended.

5 Claims Procedure

The **Insured's** duties:

- a on discovery of any **Damage** by theft or attempted theft or by malicious persons immediate notice must be given to the Police and all practical steps taken to discover the guilty persons and recover **Property** lost
- b any incident that may give rise to a claim under this Policy must be reported to the **Company** and full written particulars of the loss supplied as soon as possible after the event at the expense of the **Insured**
- c in the event of any occurrence which may give rise to a claim for indemnity:
 - i every letter, writ, summons or other document must be forwarded to the **Company** immediately on receipt and notice in writing given to the **Company** of any impending prosecution, Coroner's Inquest or Fatal Accident Inquiry
 - ii no admission of liability or promise of payment may be made without the written consent of the **Company**
- d immediate action must be taken to minimise loss and avoid interruption or interference with the **Business** and to prevent further **Damage** or **Injury**
- e all information and assistance as the **Company** may require must be supplied by the **Insured** at the **Insured's** own expense.

6 Claims Procedure

(Except as otherwise provided for by Memorandum 2 of Section 1)

The **Company's** rights.

The **Company** shall:

- a at its option indemnify the **Insured** by payment, reinstatement, replacement or repair of any **Property** but it shall not be bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one item more than the sum insured on that item.
- b be allowed by the **Insured** to enter the **Insured's** **Premises** where **Damage** has occurred and take and keep possession of any of the **Property** insured and deal with such **Property** in any reasonable manner. No **Property** may be abandoned to the **Company**
- c at its expense be entitled to conduct in the **Insured's** name any settlement or defence of any claim or to prosecute for its own benefit any claim for indemnity or compensation

or otherwise and have full discretion in the conduct of any proceedings and in settlement of any claim.

7 Contribution

If the **Insured** has any other insurance policies that cover the same **Damage** or liability as this Policy, the **Company** will only pay its share of any claim.

8 Arbitration

(Not applicable to Section 3)

If the **Company** agrees to pay the **Insured's** claim, but the **Insured** disagrees with the amount to be paid, such difference shall be referred to an arbitrator jointly appointed by the **Insured** and the **Company** in accordance with the Arbitration Act 1996 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man. The **Insured** may not take legal action against the **Company** over this disagreement until the arbitrators have made their decision.

9 Misrepresentation

The **Insured** must make a fair presentation of the risk to the **Company**. This means the **Insured** must disclose at inception or variation to this Policy and prior to each renewal every material circumstance which the **Insured** knows or ought to know and not make misrepresentations to the **Company**. If the **Insured** does not make a fair presentation to the **Company**, the **Company** can:

- a avoid this Policy from inception or renewal if the **Company** would not have issued it or continued it knowing the true situation
- b avoid a variation to this Policy if the **Company** would not have accepted it had the true situation been known
- c alter the terms of this Policy from the date the nondisclosure or misrepresentation was made to those the **Company** would have applied had the true situation been known
- d reduce the payment for a claim
- e cancel this Policy from the date the non-disclosure or misrepresentation was made.

This may result in claims not being paid or not being paid in full.

10 Fraud

If the **Insured**, or anyone acting for the **Insured**:

- a makes any claim that is deliberately exaggerated, or
- b uses, or attempts to use, fraudulent means to obtain benefits under this Policy, or
- c deliberately makes a false or misleading statement, or deliberately submits false or misleading information or evidence in support of a claim which the **Insured** or anyone acting for the **Insured** knows or ought to know would result in the **Company** paying a claim that the **Company** was entitled to refuse or paying a greater sum in respect of a claim, or
- d deliberately withholds information or evidence from the **Company** which the **Insured** or anyone acting for the **Insured** knows or ought to know would entitle the **Company** to refuse to pay a claim or pay a lesser sum under this Policy

then:

- i the **Company** will not be liable to pay the claim,
- ii the **Company** may cancel this Policy from the date of such act,
- iii all benefit under this Policy will be forfeited,
- iv the **Company** may recover all sums paid by the **Company** under this Policy, and

- v the **Company** may inform the police and fraud prevention agencies of the circumstances.

11 Automatic Re-Instatement of Sums Insured

(Applicable only to Sub-Sections A and B of Section 1, and Sub-Section A of Section 2)

In the absence of written notice by the **Insured** or the **Company** to the contrary upon notification of a claim to the **Company** the sums insured shall be deemed to be reinstated to their full amount provided that:

- a where the extent of the insured loss exceeds £5,000 the **Insured** shall pay the appropriate additional premium from the date of the loss to the expiry of the period of insurance, once the full extent of the loss is known
- b the aggregate of the amounts reinstated shall not exceed the amount of the sums insured stated in the Schedule.

12 Subject to Survey

If this Policy has been issued subject to survey, then continuance of cover shall be subject to:

- a the **Insured** allowing the **Company** to undertake a survey at each of the **Insured's Premises** (where required) by a date agreed in writing by the **Company**. The **Company** may appoint a surveyor to do the survey
- b the **Insured** complying with the **Company's** acceptance criteria
- c the completion of any risk improvements required within the timeframe advised by the **Company**.

The cost of completing any risk improvement requirements will be met by **you**.

If the **Insured** does not allow the **Company** to complete the survey by the agreed date the **Company** may exercise its right to cancel this Policy in accordance with General Condition 13 Cancelling the Policy.

For the period between inception date and the completion date of the survey the **Company** agrees to cover the **Insured** in accordance with the terms, conditions and exclusions of this Policy.

In the event the survey does not reflect the details supplied to the **Company** by the **Insured** or on their behalf, or any of the risk improvement requirements are not completed by the agreed date the **Company** has given the **Insured** in writing following the survey, the **Company** has the right to amend the premium, terms, conditions and exclusions of this Policy or to cancel this Policy in accordance with General Condition 13 Cancelling the Policy.

13 Cancelling the Policy

Insured's Cancellation Rights

During the first Period of Insurance, the **Insured** has the right to cancel this Policy within 14 days of:

- a receipt of the Policy wording and Schedule or
 - b the inception date of this Policy
- whichever is the later, by writing to the **Company** or alternatively by contacting the **Insured's** agent to confirm cancellation. Cancellation will take effect from the date that the **Company** or the **Insured's** agent receives the **Insured's** cancellation instructions. Provided no claim has been made and there has been no incident known to the **Insured** prior to cancellation which may give rise to a claim, the **Insured** will be entitled to a full refund of the premium paid. Should a claim be submitted after such refund has been provided, payment of the premium in full will be required before the **Company** can deal with the claim. The **Company** will only

deal with claims occurring during the period commencing on or after inception up to the cancellation of this Policy.

The **Insured** may cancel this Policy at any other time by writing to the **Company** or alternatively by contacting the **Insured's** agent to confirm cancellation. The **Insured** will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired Period of Insurance provided no claim has been made during the Period of Insurance in which the cancellation is to take effect. If a claim has been made, the **Company** will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. The **Insured** will not be entitled to any refund if:

- i there has been an incident known to the **Insured** which may give rise to a claim or
- ii the cost of the claim (or the estimated cost where the claim is outstanding) is equal to or exceeds the amount of the premium paid.

Company's Cancellation Rights

The cover provided by this Policy shall automatically cease from the date that:

- a liquidator, administrator or insolvency practitioner is appointed to administer the **Business**
- b the **Business** is permanently discontinued
- c the **Insured's** interest ceases other than as a result of the **Insured's** death

unless the **Company** agree otherwise in writing.

In addition to a, b and c of this condition and any right to cancel under more specific conditions, the **Company** also have the right to cancel this Policy at any other time by sending 14 days' notice in writing to the **Insured's** last known address.

Reasons for cancellation under this condition may include but are not limited to:

- i a change to the risk which makes it one the **Company** would not normally accept
- ii the **Insured's** failing to co-operate with or provide information to the **Company** which affects the **Company's** ability to underwrite the risk.

The **Insured** will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired Period of Insurance provided no claim has been made during the Period of Insurance in which the cancellation is to take effect. If a claim has been made, the **Company** will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. The **Insured** will not be entitled to any refund if:

- a there has been an incident known to the **Insured** which may give rise to a claim, or
- b the cost of the claim (or the estimated cost where the claim is outstanding) is equal to or exceeds the amount of the premium paid.

14 Law Applicable to this contract

This Policy will be governed by English Law, and the **Insured** and the **Company** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless the **Insured** lives in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

15 Legal Representatives

In the event of the death of the **Insured** the **Company** will indemnify the **Insured's** legal personal representatives in respect of liability at law previously incurred by the **Insured** provided they observe, fulfil and be subject to the terms, Conditions and limitations of the Policy to the extent that they can apply.

16 Contract (Rights of Third Parties Act)

Except as provided by General Condition 18 Legal Representatives, no party to this Policy intends that any term of this Policy should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person, persons or corporate body who is not a party to this Policy.

17 Language

Unless agreed otherwise, the contractual terms and Conditions and other information relating to this contract will be in the English language.

18 Renewal

The **Company** is not bound to offer renewal of this Policy.

To make a claim, call 0345 122 3283
Please save this number to your mobile phone

Ageas Insurance Limited

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www.ageas.co.uk

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