

J J Hodge & J W Garrett  
NFU Mutual Canterbury and Sittingbourne  
Little Barton Farm  
Pilgrims Way  
Canterbury  
Kent  
CT1 1WN

Trustees of Edwards SSAS  
Four Oaks Miry Lane  
Kentisbeare  
Cullompton  
Devon  
EX15 2HA

Contact Number: 01227 451088  
Email:  
Canterbury\_Agency@nfumutual.co.uk

18th September 2024

Dear Policyholder,

## Your new Property Owners insurance documents

<b>Policy number</b>	<b>080X9084653/N06</b>
<b>Policyholder</b>	<b>Trustees of Edwards SSAS</b>

Thank you for choosing to insure with NFU Mutual.

Your new insurance documents are enclosed. As this is a non advised policy, we haven't provided you with a recommendation, so please read the documents carefully to make sure the details are right and the cover meets your needs.

1. **Statement of insurance** - this shows the information you've given us.
2. **Insurance schedule** - this shows the cover we're providing you and any endorsements that apply.
3. **Policy booklet** - this details the full policy wording.
4. **Product brochure** (if one has not already been supplied) - this outlines the key features and exclusions of your cover.
5. **Demands & Needs**

For your insurance to remain valid you must tell us about any changes in your circumstances. If you're not sure whether your change is relevant, please let us know anyway.

Once you are happy with your documents, please keep them in a safe place.

### Commercial Legal Expenses

You have unlimited access to legal and tax helplines to support you with everyday legal issues affecting your business. Call our advisory service DAS on **0117 934 0571**.

### Keep your cover up to date

You need to insure each item under this policy for the correct value. If the insured value of any item is too low, you may not receive the full amount of any claim you make, meaning you may bear part of the loss. You should review your insured values regularly so that your insurance accurately reflects the value of the items you are insuring throughout the term of the policy.

### Any questions?

If you have any questions, or any details need correcting, please call us on 01227 451088 and we'll be happy to help you.

Yours faithfully

J J Hodge & J W Garrett

## Changes to tell us about

You need to tell us straight away about any changes that might affect your policy. We won't charge you any admin fees for changes but they might affect the premium or the insurance cover we offer. If you don't tell us about changes as soon as they happen, you might not be insured.

These are examples of changes we need to know about:

- Criminal convictions or ongoing criminal proceedings.
- County Court Judgements (CCJs), any form of bankruptcy or statutory insolvency proceedings.
- Change of business description or type of work and activities.
- Change of type of goods sold, manufactured or repaired, or the process to do this.
- Change of business to importing or exporting.
- Extension or refurbishment of your premises or purchase of additional premises, or intent to do so.
- Purchase of additional machinery or replacement of existing machinery.
- Accidents, thefts or losses related to the cover we are offering, even if not claimed for.

These apply to you or anyone insured under this policy.

### If the worst happens

If you need to make a claim, please contact us on **01227 451088**, or outside of office hours on **0800 282 652**. To report a potential claim under your Legal expenses cover, please call 0117 934 0571.



## Demands and Needs

We have assessed your requirements to ensure that this cover is consistent with your demands and needs. However, we have not provided you with a personal recommendation on which cover and options you should take.

This policy meets the demands and needs of those who want insurance cover as shown in the summary below:

	Cover included	Cover not included
<b>Property</b> - to cover property against the perils chosen: <ul style="list-style-type: none"> <li>Buildings</li> <li>Landlord's contents</li> </ul>	✓	✓
<b>Business Interruption</b> - loss of income or additional expenses incurred if business activities are impacted by an insured event.	✓	
<b>Money &amp; Malicious Attack</b> - loss of business money and injury to employees from a violent assault during a theft.		✓
<b>Terrorism</b> - damage resulting from an act of terrorism – applies to specified items.		✓
<b>Engineering Insurance</b> - breakdown of selected items of machinery. This includes damage to own surrounding property from explosion, implosion or collapse of the plant.		✓
<b>Engineering Inspection</b> - regular inspection of lifting, ventilation or pressurised equipment to meet statutory requirements.		✓
<b>Deterioration of Stock</b> - loss of goods in chiller or freezer units following a change in temperature. A warranty applies to any units over 5 years old. These must be inspected and subject to a maintenance agreement.		✓
<b>Goods in Transit</b> - loss or damage to your own property while in transit.		✓
<b>Employers' Liability</b> - to cover liability to employees injured during the course of their employment. This cover is a legal requirement for all businesses that have employees who are not immediate family members, including friends or volunteers helping out on a temporary basis and labour only subcontractors.		✓
<b>Property Owners &amp; Product Liability</b> - to cover liability to the public for personal injury or property damage arising out of the activity of property owner or from products sold, manufactured or supplied.	✓	
<b>Environmental Liability</b> - to cover liability for injury or damage from pollution, biodiversity damage or environmental damage in connection with the business. This cover is excluded for certain businesses - please check your policy booklet for details.	✓	
<b>Commercial Legal Expenses</b> - legal costs and expenses incurred in pursuing or defending incidents in connection with the business.	✓	
<b>Group Personal Accident</b> - selected lump sums and weekly benefits for named employees and/or partners and principals.		✓
<b>Business Travel</b> - to cover named individuals travelling on business trips. Cover excludes anyone supervising or carrying out manual work unless extended to include this.		✓
Please read this summary alongside your schedule and policy booklet which detail what is insured, what is not insured, the extent of cover and any key limits under each section. Please ask for a brochure if you would like further information about any covers not included.		



# Property Owners Statement of Insurance

Policyholder	Trustees of Edwards SSAS
Policy number	080X9084653/N06
Date of issue	18 September 2024
Period of insurance	18 September 2024 to noon 18 September 2025

## ① Important Information

Your insurance cover is based on the information you have given us, as shown in this Statement of Insurance and your Insurance Schedule. Please check that this information is correct, as failure to disclose accurate information could invalidate your insurance or result in a claim not being paid.

**If any information is incorrect please contact us on 01227 451088 within the next seven days.**

Any changes to information supplied may result in a revised premium, revised terms being offered or even in some circumstances a refusal to offer cover. If any changes disclosed are acceptable to us you will be sent a new Property Owners Statement of Insurance and Insurance Schedule.

**This statement of insurance, your insurance schedule, any certificate of compulsory insurance and policy booklet are to be read together as one contract.**

Your Premium	Premium Breakdown
Insurance Premium	£799.00
Mutual Bonus	£0.00
Insurance Premium Tax (at the current rate)	£95.88
<b>Payment in full</b>	<b>£894.88</b>

## About your business

Business description	Property Owner
Agreement to financial risk assessment	Yes
Anticipated annual turnover for the next 12 months	£28,000

## About those people authorised to transact business on your behalf

We take the security of your data and our obligations to comply with data protection very seriously. We will not discuss or accept instructions on this policy from anyone other than the policyholder unless you have given us authorisation to do so.

An authorised person can discuss, make changes, cancel, renew and make a payment on this policy. We will treat any information and instruction from an authorised person as if it had come from yourself. Any person dealing with this policy on your behalf will still need to be able to answer security questions.

You have authorised the following to be able to deal with this policy on your behalf:

Name	Richard Edwards
Date of birth	14 August 1971

## About the business and people connected with the business or insured under this policy

You have told us the following about the business, everyone directly connected with the ownership or management of the business and everyone insured under this policy:

- No-one has ever had any insurance refused, cancelled, declared void (as though it never existed), renewal declined or special terms or conditions imposed by an insurer.
- No-one has ever been subject to any bankruptcy proceedings (whether discharged or not) e.g. Individual Voluntary Arrangements (IVAs)/Trust Deeds or been subject to any other statutory insolvency proceedings e.g. Company Voluntary Arrangements (CVAs).
- No-one has had any court judgements (e.g. CCJs) in the past five years.
- No-one has ever been a director of a company which went into liquidation, was put into administration / receivership or subject to arrangements with creditors under statute or, in the last five years, been subject to any court judgements (CCJs).

**About the business and people connected with the business or insured under this policy**

- No-one has ever been the subject of a disqualification order made by a court under the Company Directors Disqualification Act.
- No-one has ever been convicted of any non-motoring criminal offence\* and no-one has any prosecutions pending.
- No-one has ever been prosecuted for breach of any statutory requirements relating to health and safety.
- No-one has made any claims, suffered uninsured losses or had any claims made against them in the past five years. No premises insured by this policy have ever suffered any loss or damage due to flood or subsidence.

\*You are not required to disclose convictions regarded as 'spent' under the Rehabilitation of Offenders Act 1974.

**About your premises** at Unit C2, Mercury Business Park, Bradninch, Exeter, EX5 4BL

Premises unoccupied or expected to become unoccupied for more than 30 days	No
Sole occupancy of the premises	Yes
Anyone living on the premises	No
Type of heating	No heating
Tenant's occupation	Landscape Gard - inc tree work
Any loss or damage ever suffered due to subsidence	No
Any cracks wider than 10mm on inside or outside of building	No

**About your premises** at Unit C5, Mercury Business Park, Bradninch, Exeter, EX5 4BL

Premises unoccupied or expected to become unoccupied for more than 30 days	No
Sole occupancy of the premises	Yes
Anyone living on the premises	No
Type of heating	No heating
Tenant's occupation	Landscape Gard - inc tree work
Any loss or damage ever suffered due to subsidence	No
Any cracks wider than 10mm on inside or outside of building	No

**Additional information you provided for your Commercial Legal Expenses cover**

Business or any director involved in any legal or HMRC dispute, investigation or enquiry during the last 5 years	No
Aware of any event or dispute which could give rise to a claim or legal proceedings	No
Planned redundancies in the next twelve months	No
Final warning issued to any employees during the last 6 months	No
ACAS procedure is used for dismissal of employees	Yes



Trustees of Edwards SSAS  
Four Oaks Miry Lane  
Kentisbeare  
Cullompton  
Devon  
EX15 2HA

J J Hodge & J W Garrett  
NFU Mutual Canterbury and Sittingbourne  
Little Barton Farm  
Pilgrims Way  
Canterbury  
Kent  
CT1 1WN

Contact Number: 01227 451088

Property Owners Insurance Schedule	
Policyholder	Trustees of Edwards SSAS
Policy number	080X9084653/N06
Date of issue	18 September 2024
Period of insurance	18 September 2024 to noon 18 September 2025

❗ Important Information
All policies with the original inception dates on or after 1 January 1999 and renewals or reissues of those policies contains a Charitable Assignment condition.
<b>This schedule, your statement of insurance, any certificates of compulsory insurance and policy booklet are to be read together as one contract.</b>
<b>All endorsements that apply to your policy are detailed at the end of this schedule.</b>

<b>Reason for issue:</b> New Business
---------------------------------------

Your Premium	Premium Breakdown
Insurance Premium	£799.00
Mutual Bonus	£0.00
Insurance Premium Tax (at the current rate)	£95.88
<b>Total Premium</b>	<b>£894.88</b>

Business description
Property Owner

Premises address
Unit C2 Mercury Business Park, Bradninch, Exeter, EX5 4BL

Property and Business Interruption at Unit C2 Mercury Business Park	
<b>Buildings</b>	
Construction	brick, metal and some PIRcomposite panels
Covered for the following perils	Fire, Aircraft, Explosion, Storm and Flood, Earthquake, Escape of Water, Impact, Riot and Malicious Persons, Theft, Accidental Damage, Subsidence
Basis of cover	Day one reinstatement
Declared value	£150,000
Sum insured (including inflationary provision)	£172,500
<b>Business Interruption</b>	
Sum insured	£1,500,000
Maximum indemnity period	12 months
Book debts	£25,000

Excesses for Property at Unit C2 Mercury Business Park	
Voluntary	£400
<b>The following excesses apply in addition to the voluntary excess</b>	
Fire, Aircraft and Explosion	Nil
Storm and Flood	£250

**Excesses for Property at Unit C2 Mercury Business Park**

Earthquake	Nil
Escape of Water	£250
Impact	£250
Riot and Malicious Persons	£250
Theft	£250
Accidental Damage	£250
Accidental Breakage of Fixed Glass	£150
Subsidence	£1,000
All other losses	£250

**Premises address**

Unit C5 Mercury Business Park, Bradninch, Exeter, EX5 4BL

**Property and Business Interruption at Unit C5 Mercury Business Park****Buildings**

Construction	brick, metal and some PIR composite panels
Covered for the following perils	Fire, Aircraft, Explosion, Storm and Flood, Earthquake, Escape of Water, Impact, Riot and Malicious Persons, Theft, Accidental Damage, Subsidence
Basis of cover	Day one reinstatement
Declared value	£100,000
Sum insured (including inflationary provision)	£115,000

**Business Interruption**

Sum insured	£1,500,000
Maximum indemnity period	12 months
Book debts	£25,000

**Excesses for Property at Unit C5 Mercury Business Park**

Voluntary	£400
<b>The following excesses apply in addition to the voluntary excess</b>	
Fire, Aircraft and Explosion	Nil
Storm and Flood	£250
Earthquake	Nil
Escape of Water	£250
Impact	£250
Riot and Malicious Persons	£250
Theft	£250
Accidental Damage	£250
Accidental Breakage of Fixed Glass	£150
Subsidence	£1,000
All other losses	£250

**Liability**

Property Owners' Liability limit of indemnity	£2,500,000 any one incident
Product Liability limit of indemnity	£2,500,000 in total for any one period of insurance

**Excesses for Liability**

Property damage	£250
-----------------	------

**Environmental Liability**

Limit of indemnity	£1,000,000 in total for any one period of insurance
Retroactive date	18 September 2024

**Excesses for Environmental Liability**

<b>Excesses for Environmental Liability</b>	
Environmental Liability	£500

<b>Commercial Legal Expenses</b>	
Limit of indemnity	£250,000

<b>Excesses for Commercial Legal Expenses</b>	
Contract disputes above £5,000	£500

<b>Warranties</b>	
<p>The warranties in your policy booklet and those applied by endorsement are particularly important. They state standards you must meet and actions you must take. If you fail to keep to them, and this causes or contributes to an insured loss, you may lose your right to payments for that claim.</p> <p>You should check the warranties whenever you make a change to your property or to your business procedures. Full details of each warranty can be found in your policy booklet.</p> <p><b>PROPERTY</b></p> <p><b>Fire Break Doors &amp; Shutters</b> - actions to take to ensure equipment is in working order.</p> <p><b>PROPERTY OWNERS' LIABILITY AND PRODUCT LIABILITY</b></p> <p><b>Use of Heat</b> – actions and precautions to take when using any type of equipment to do work applying heat.</p>	





**NFU Mutual**  
INSURANCE | PENSIONS | INVESTMENTS

## NFU Mutual additional information

---

**Please take a few minutes to read this IMPORTANT INFORMATION, and retain for future reference.**

You are advised to keep a record of all information supplied to NFU Mutual for the purpose of this insurance.

### **Privacy Policy**

To find out more about how we use your personal information and your rights, please go to the privacy policy on our website.

### **Fraud Prevention and Detection**

To prevent and detect fraud we may at any time check, share and/or file details with other organisations, fraud prevention agencies, databases and public bodies including the police. If we are given false or inaccurate information and we identify or suspect fraud, we will record this. Our Privacy Policy includes information about what we do with your personal data for this purpose.

### **Direct Marketing**

We may use your details to send you information by electronic or other means, about general insurance, life, pensions and investment products, risk management services and to tell you about other services available from us and other members of the NFU Mutual group of companies.

If you do not wish to receive marketing material from us, please contact your insurance adviser.

### **The Law**

You and NFU Mutual are entitled to choose the law applicable to the insurance policy. NFU Mutual proposes to choose English Law as the law applicable.

The contract and the relationship between NFU Mutual and you shall be governed by, and interpreted in accordance with, English Law. The contract shall be subject to the non-exclusive jurisdiction of the English Courts.

Continued overleaf

**Termination Rights**

If you do not wish to accept your new cover, you may cancel the cover by writing to us or calling us at any time. This is in addition to your legal right to cancel within 14 days of receiving the policy or amendment to an existing policy. As long as you have not made a claim, we will refund any amount you have paid for the cancelled period of insurance.

We may cancel your policy by giving you 14 days written notice to your last known address. We will then refund part of your premium unless fraud or misrepresentation has been identified or a claim has been made.

**Language**

The contract and other documentation are drawn up in the English language. NFU Mutual will communicate with you in English throughout the duration of the policy.

**Claims Handling Process**

If anything happens that may give rise to a claim you must tell NFU Mutual as soon as possible, giving your name and policy number.

If a claim is being made against you

- do not respond to any writ, letter, claim or other document
- send any writ, letter, claim or other document to us without delay
- do not admit, repudiate or negotiate any claim.

## Information about our Insurance Services

### Our statutory status

J J Hodge & J W Garrett is an appointed representative of The National Farmers Union Mutual Insurance Society Limited (NFU Mutual), Tiddington Road, Stratford upon Avon, Warwickshire CV37 7BJ.

J J Hodge & J W Garrett acts for and on behalf of NFU Mutual as an insurance intermediary.

NFU Mutual is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority. Financial Services Register number 117664. You can access the Financial Services Register from the FCA website [www.fca.org.uk](http://www.fca.org.uk) or by calling the FCA on 0800 111 6768.

### About our general insurance services

We offer products from NFU Mutual. We can also source additional products from selected providers. If this is the case, we will tell you their name.

We provide both advised and non advised sales depending on the type of insurance being arranged.

#### Advised Sales

We will make a recommendation for you after we have assessed your demands and needs. The Demands & Needs statement in your policy documents will confirm our recommendation.

#### Non Advised Sales

We will identify your demands and needs and provide you with information on the product so that you can decide how to proceed. We will not make a recommendation to you and the Demands and Needs statement in your policy documents will confirm this.

For both advised and non advised sales, we will explain the options available to you and answer the questions you may have on the cover, benefits, exclusions and limitations of the policy.

### About our life insurance services

If you require advice or information about life, pensions and investments products we can introduce you to NFU Mutual Select Investments Limited, a member of the NFU Mutual group of companies, so that an NFU Mutual Financial Adviser can carry out a financial planning review with you.

### What will I have to pay for your services?

You will not be charged a fee for our general insurance services.

When we sell you a policy, NFU Mutual pays us a percentage commission from the total premium. If this sale contributes to us reaching specific sales targets and quality standards, NFU Mutual may also reward us with additional incentives, such as bonus payments.

You are entitled at any time to request information regarding any commission which we have received as a result of placing your insurance.

### What do I do if I want to complain?

If you are unhappy with the service you receive, please tell us straight away as we would like the chance to put things right. You can do this by calling us on 01227 451088 or in writing. You can also use our website [www.nfumutual.co.uk/complaints](http://www.nfumutual.co.uk/complaints) to find out more information or to make a complaint.

If you remain unhappy with the outcome you may be able to refer your complaint to the Financial Ombudsman Service. For more information visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or call 0800 023 4567 (landline) or 0300 123 9123 (mobile).

### Am I entitled to compensation?

NFU Mutual is covered by the Financial Services Compensation Scheme (FSCS), which means that you may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of policy you have and the circumstances of the claim. You can find out more at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling 0800 678 1100.



**NFU Mutual**





Your policy document

# Property Owners' Insurance

Trustees of Edwards SSAS  
Four Oaks Miry Lane  
Kentisbeare  
Cullompton  
Devon  
EX15 2HA

# How to Make a Claim

## 24-hour emergency helplines

### For Insurances other than Legal Expenses

**Normal business hours:** please call YOUR insurance advisor whose telephone number is shown on YOUR schedule.

**Any other time** (or if YOUR insurance advisor is unavailable): please call OUR 24-hour commercial emergency helpline freephone number 0800 282652.

Whichever number YOU call please read the following information before contacting US:

- the relevant section(s) of the policy which cover the loss;
- the General Exclusions, General Conditions and Claims Conditions found at the front of the policy;
- YOUR schedule.

To ensure WE can help YOU quickly and efficiently please have the following information available:

- YOUR policy number;
- YOUR name and address;
- details of the incident giving rise to the claim including date, circumstances and, if possible, an estimate of the cost; and
- YOUR contact number.

### Commercial emergency helpline

YOU can use the helpline by calling the freephone number 0800 282652 if YOU have an emergency at YOUR PREMISES which:

- puts YOUR health, or that of YOUR EMPLOYEES, at risk;
- creates a risk of damage to YOUR PREMISES or PROPERTY;
- creates unacceptable working conditions.

OUR emergency service will:

- offer to arrange for a suitable contractor to carry out any necessary emergency repairs; and
- tell YOU the contractors' call-out and hourly labour charges. YOU are responsible for paying these charges, but YOU can claim them back if the damage is covered by YOUR policy.

### For Legal Expenses Insurance

Please refer to YOUR schedule to see if this is operative.

To make a claim under this section of the policy, please phone DAS on **0117 934 0571** quoting YOUR policy number. The INSURED PERSON claiming under the policy must have YOUR agreement to claim.

DAS will ask YOU about YOUR legal issue and if necessary call YOU back at an agreed time to give YOU legal advice. If YOUR issue cannot be dealt with as legal advice and needs to be dealt with as a potential claim under this section of the policy, DAS will give YOU a claim reference number. At this point DAS will not be able to tell YOU whether the claim is covered, but DAS will pass the information YOU have given DAS to their claims handling teams and explain what to do next.

If YOU would prefer to report YOUR claim in writing, YOU can send it to DAS' Claims Department at the following address:

Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

Alternatively, YOU can email YOUR claim to: [newclaims@das.co.uk](mailto:newclaims@das.co.uk). Please do not phone DAS to report a general insurance claim.

### Glass Replacement Service

If this policy provides cover for glass YOU can utilise a 24 hour service to ensure that any broken glass is replaced without delay.

For full details please refer to the Accidental Breakage of Fixed Glass cover extension of the policy.

# Introduction

In return for YOU paying YOUR premium and US accepting it, WE will insure YOU in line with the terms of the policy for the PERIOD OF INSURANCE and any subsequent period of insurance, provided YOU keep to the terms and conditions of the policy.

Please read this policy, statement of insurance, schedule and any certificate(s) of insurance carefully. If they do not meet YOUR needs, return them to US or to YOUR insurance advisor as soon as possible.

This policy is evidence of the contract between YOU and US and is based on the information YOU provided, which is confirmed on the statement of insurance and YOUR schedule.

UK law allows both YOU and US to choose the law applicable to the contract. WE have chosen that this contract will be governed by and interpreted in accordance with English law. The contract will be subject to the exclusive jurisdiction of the English courts.

A handwritten signature in black ink, appearing to read 'Steve Bower', with a long, sweeping horizontal stroke extending to the right.

Steve Bower  
Customer Services Director  
The National Farmers Union Mutual Insurance Society Ltd.

Note: The issue by US to YOU of a policy makes YOU a member of The National Farmers Union Mutual Insurance Society Limited ("THE SOCIETY"), on the terms of THE SOCIETY'S memorandum and articles of association. These are available from the Company Secretary at OUR registered office.

# Contents

<b>Description</b>	<b>Page</b>
How to Make a Claim	Inside front cover
Introduction	1
Thank You	3
Your Obligations	4
General Definitions	5
General Exclusions	9
General Conditions	11
Claims Conditions	14
Perils	16
Property	20
Business Interruption	27
Money & Malicious Attack	32
Liability	35
Environmental Liability	46
Commercial Legal Expenses	53
Charitable Assignment Condition	65

# Thank you for placing your Insurance with NFU Mutual

## Cancellation Rights

If YOU do not want to accept YOUR new cover, YOU may cancel the cover by writing to US or calling US within 14 days of receiving the policy or amendment to an existing policy. WE may charge pro rata for the cover provided.

## Complaints

WE strive to provide OUR customers with the highest level of service and would like to know if YOU are not satisfied with any aspect of this. If YOU are unhappy with the service YOU receive, please tell US straight away as WE would like the chance to put things right. YOU can do this by calling YOUR local agent, or the call centre which issued this policy, or in writing. YOU can also use OUR website [www.nfumutual.co.uk/complaints](http://www.nfumutual.co.uk/complaints) to find out more information or to make a complaint.

If YOU remain unhappy with the outcome YOU may be able to refer YOUR complaint to the Financial Ombudsman Service (FOS). For more information visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or call **0800 023 4567** from a landline or **0300 123 9123** from a mobile phone.

Please always quote YOUR policy number as it will enable YOUR complaint to be dealt with promptly.

## Financial Services Compensation Scheme

WE are covered by the Financial Services Compensation Scheme (FSCS) which means that YOU may be entitled to compensation from the scheme if WE cannot meet OUR obligations under this policy. This depends on the type of policy YOU have purchased and the circumstances surrounding YOUR claim. YOU can find out more at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling **0800 678 1100**.

## Language

This policy and its accompanying documentation are written in the English language. WE will communicate with YOU in English throughout the duration of this policy.

## Statutory Status

YOU can check OUR statutory status on the Financial Services Register. YOU can access the Financial Services Register from the Financial Conduct Authority (FCA) website [www.fca.org.uk](http://www.fca.org.uk) or by calling the FCA on **0800 111 6768**. OUR Financial Services Register number is 117664.

## Privacy Policy

To find out more about how WE use YOUR personal information and YOUR rights, and how WE may process the personal information of anyone named in YOUR policy or any beneficiary of YOUR policy, please view the privacy policy on OUR website - [www.nfumutual.co.uk/legal-information/privacy-policy](http://www.nfumutual.co.uk/legal-information/privacy-policy). Please share the privacy policy with any individuals named on YOUR policy.

## Fraud Prevention and Detection

To prevent and detect fraud WE may at any time check, share and/or file details including information about YOU or about anyone who may benefit from this policy with other organisations, fraud prevention agencies, databases and public bodies including the police. If WE are given false or inaccurate information and WE identify or suspect fraud, WE will record this. This may prevent YOU gaining access to alternative insurance and/or financial services. OUR privacy policy includes information about what WE do with YOUR personal data or the personal data of anyone who may benefit from this policy for this purpose.

# Your Obligations

This policy and schedule contain terms including warranties and special conditions. It is important that YOU read and understand these in full. If YOU fail to comply with any of them and YOUR failure causes or contributes towards an insured loss it may invalidate YOUR cover and affect YOUR right to claim.

Below WE provide a summary of YOUR most important obligations contained in this policy which will apply if YOU have the cover in force as stated in YOUR schedule. Please read YOUR policy for full details of YOUR obligations.

## **General Conditions** (applicable to all covers of the policy)

Alteration In Risk - Advising US of any alteration in risk

Duplicate Records - Backing up YOUR records

Payment Of Premium - Paying YOUR premium

Reasonable Precautions - Taking reasonable precautions to avoid loss or damage

Surveys, Risk Improvements & Additional Information - Allowing US to conduct surveys and implementing recommendations

## **Property**

Computer Equipment Breakdown - Arranging for the maintenance of computer equipment

Exclusions - Securing unattended vehicles and trailers

Special Conditions, Unoccupied Premises - Taking appropriate measures in relation to unoccupied premises

Special Conditions, Underinsurance - Accurately declaring the value of property insured

Warranties - Keeping premises secure; keeping premises safe; maintaining and using fire protection systems

## **Business Interruption**

Automatic Rent Review - Notifying US of revised income

Special Conditions, Underinsurance - Providing adequate sums insured

## **Money & Malicious Attack**

Credit Cards - Keeping cards secure and complying with the terms of the card company

Warranties - Keeping premises secure; keeping records of money and monetary documents; securing money in transit

## **Engineering Inspection**

Special Conditions - Assisting US to undertake inspections

## **Engineering Insurance**

Warranties - Inspecting, servicing and maintaining plant

## **Deterioration Of Stock**

Special Conditions, Underinsurance - Providing adequate sums insured

Exclusions - Taking due care of stock

Warranties - Inspecting and maintaining refrigeration equipment

## **Goods In Transit**

Containers - Safe loading, unloading and conveyance of containers

Special Conditions, Underinsurance - Not exceeding vehicle load limit

Special Conditions, Vehicle Security - Securing transport vehicles

## **Property Owners' Liability and Product Liability**

Warranties, Use of Heat - Taking care of work involving use of heat

## **Environmental Liability**

Primary Remediation Costs - Not incurring any remediation costs without written consent

## **Commercial Legal Expenses**

Tax Protection - Take reasonable care to complete and return tax returns accurately and on time

Special Conditions - Take reasonable steps to avoid a claim

# General Definitions

Each time WE use one of the words or phrases below in capital letters, it will have the same meaning wherever it appears in the policy, unless an alternative is stated to apply. Where a section of the policy contains definitions, they must be read in conjunction with the following general definitions.

Words which appear in lower case will have their natural and ordinary meaning.

## ACCIDENT

Accidental physical injury resulting from a visible cause or exposure to severe weather conditions.

## BASIS OF COVER

Day One Reinstatement or Indemnity as shown on YOUR schedule.

## BUILDINGS

Unless stated otherwise on YOUR schedule the buildings of the PREMISES which YOU own or for which YOU are responsible and which are:

- 1 built of brick, stone, concrete or metal;
- 2 roofed with slates, tiles, concrete, asphalt, metal or sheets or slabs composed entirely of incombustible mineral ingredients; and
- 3 with a maximum 10% construction of combustible materials.

The definition of BUILDINGS includes:

- 1 cables, wires and associated control gear and accessories;
- 2 landlord's fixtures and fittings which YOU own or for which YOU are responsible;
- 3 outbuildings, extensions, annexes, gangways and conveniences which satisfy the requirements set out above;
- 4 walls including boundary walls, gates and fences around and belonging to YOUR buildings;
- 5 piping, ducting, inspection covers, external tanks, drains or private off-mains drainage systems and accessories for which YOU are legally responsible, which extend from YOUR buildings; and
- 6 yards, car parks, roads, forecourts and pavements around and belonging to YOUR buildings.

## BUSINESS

The business described on YOUR schedule, including:

- 1 the provision and management of canteen, social, sports, educational and welfare organisations and first aid, fire, ambulance and security services for the benefit of EMPLOYEES;
- 2 maintenance and repair of YOUR PROPERTY and PREMISES; and
- 3 taking part in exhibitions and trade shows.

## COMPUTER EQUIPMENT

Computer equipment used for electronic processing, communication and storage of electronically processed data including:

- 1 installed computer equipment comprising interconnecting wiring and fixed discs including but not restricted to telecommunications equipment, computerised telephone systems, printers, scanners and other associated equipment, point of sale equipment, electronic access equipment, air conditioning, heat, smoke and water detection equipment, lightning and voltage regulating equipment;
- 2 portable computer equipment which is carried by hand including but not restricted to laptops, palmtops, tablet personal computers, portable hard drives and other external storage data devices, digital cameras, smart phones, mobile phones and removable satellite navigation systems, digital audio and visual equipment and other electronic media presentation equipment.

Computer equipment which is an integral part of the control, monitoring or operation of process or production machinery is excluded.

## CONTENTS

Trade fixtures and fittings, machinery and all other contents and equipment owned by YOU or for which YOU are responsible and which relates to YOUR BUSINESS, including:

- 1 tenants improvements, alterations and decorations;
- 2 business books, documents, computer systems, records and programmes, designs or plans but only for the cost of the materials, labour and computer time necessary to reproduce them;
- 3 COMPUTER EQUIPMENT up to £5,000, unless stated otherwise on YOUR schedule;
- 4 patterns, models and moulds but only for the cost of the materials and labour necessary to reproduce them;
- 5 personal effects other than MONEY and/or MONETARY DOCUMENTS of any director, EMPLOYEE or visitor not exceeding £1,000 for any one person; and
- 6 wines and spirits used solely for entertainment purposes.

The following PROPERTY is excluded from the definition of CONTENTS:

- 1 landlord's fixtures and fittings;
- 2 STOCK;
- 3 gaming, amusement or external vending machines;
- 4 motor vehicles licensed for road use, including their accessories;
- 5 deeds, bonds, bills of exchange or MONEY or MONETARY DOCUMENTS;
- 6 explosives; and
- 7 living creatures, pets or livestock.

#### CORONAVIRUS

CORONAVIRUS means:

- 1 any coronavirus;
- 2 any disease caused by a coronavirus;
- 3 any mutation or variation of any coronavirus or of any disease caused by a coronavirus;
- 4 any threat, fear or anticipation of any coronavirus, any disease caused by a coronavirus, or any mutation or variation of any such coronavirus or disease.

#### DAMAGE

Accidental physical loss, destruction or damage.

#### DECLARED VALUE

YOUR assessment of the cost of reinstating each ITEM OF PROPERTY at the start of the PERIOD OF INSURANCE, where the BASIS OF COVER is shown in YOUR schedule as Day One Reinstatement. The DECLARED VALUE should include an allowance for:

- 1 any additional cost of reinstatement to comply with the requirements of the public authorities including in the United Kingdom, Channel Islands, Isle of Man or the European Union;
- 2 professional fees; and
- 3 debris removal costs.

#### EMPLOYEE

Any person working for YOU in connection with YOUR BUSINESS who is:

- 1 under a contract of service or apprenticeship with YOU;
- 2 a labour master, labour-only sub-contractor or a person supplied by either of them;
- 3 self-employed;
- 4 working under a recognised work experience or training scheme;
- 5 a voluntary helper;
- 6 borrowed by or hired to YOU; or
- 7 a director of the company.

#### EPIDEMIC

The occurrence of an infectious disease in humans in a locality, population or region, that is classified or declared as an epidemic by any national, regional or local government authority, public health authority or other competent authority.

#### EXCESS

The amount or, where expressed as a percentage, the proportion of each loss for which YOU are responsible which will be deducted from any claim payment, after all other terms and conditions (including any underinsurance condition) of this policy have been applied.

#### ILLNESS

Any illness, disease, medical complaint or condition which is not an ACCIDENT, contracted in Europe, Australia, Canada, New Zealand, the Republic of South Africa or the United States of America.

#### INJURY

Bodily injury, death, disease, illness and/or medically recognised psychiatric injury.



#### INSURED PERIL

A peril which is listed on YOUR schedule as being insured.

#### ITEM OF PROPERTY

Any individual article or category of articles of PROPERTY to which an individual sum insured is attached in YOUR schedule.

#### MONEY

Cash, bank currency notes, uncrossed cheques and postal orders, luncheon vouchers, unused postage stamps, trading and National Insurance stamps not fixed to cards, National Savings stamps, unexpired units in franking machines and gift vouchers, lottery and other prize scratch cards, utility vouchers, top-up cards and mobile phone vouchers belonging to YOU or for which YOU are responsible in connection with YOUR BUSINESS.

#### MONETARY DOCUMENTS

Crossed cheques and postal orders and bankers' drafts, National Insurance stamps fixed to cards, National Savings certificates, premium bonds, credit card sales vouchers or receipts, VAT purchase invoices and any other money instruments which are non-negotiable belonging to YOU or for which YOU are responsible in connection with YOUR BUSINESS.

#### PANDEMIC

The occurrence of an infectious disease in humans in a locality, population or region, that crosses international boundaries and that is classified or declared as a pandemic by the World Health Organisation (or any replacement or equivalent body), or any government or other competent authority.

#### PERIOD OF INSURANCE

The period of insurance specified on YOUR schedule.

#### POLLUTION

All pollution or contamination of PROPERTY or of water or land or the atmosphere.

#### PREMISES

The premises shown on YOUR schedule comprising the BUILDINGS or BUILDINGS of which YOU are the sole occupier (unless otherwise shown on YOUR schedule) in connection with YOUR BUSINESS and the land within the boundaries belonging to them.

#### PROPERTY

Material property.

#### STOCK

Stock and materials in trade owned by YOU or for which YOU are responsible.

#### TERRORISM

##### 1 For liability insurances:

An 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.

##### 2 For all other insurances:

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

**TRAILER**

An unpowered wheeled vehicle, implement or machine, including fixed equipment and accessories, that has been designed to be towed by a mechanically propelled vehicle and which is owned by YOU or is in YOUR custody or control excluding:

- 1 a mechanically propelled vehicle, whether disabled or not;
- 2 a trailer that is insured under an NFU Mutual Agricultural Vehicle policy and / or
- 3 a caravan, trailer tent or horse trailer unless used for business or professional purposes.

**UNOCCUPIED**

Unoccupied, untenanted or not actively used by YOU or any of YOUR tenants for a period of more than 30 consecutive days.

**WE, US, OUR**

The National Farmers Union Mutual Insurance Society Limited.

**YOU, YOUR**

The legal entity/entities shown on YOUR schedule as being the Policyholder.

# General Exclusions

The following exclusions apply to the whole of this policy including any cover extensions and endorsements unless otherwise stated:

WE will not pay for:

- 1 losses directly or indirectly caused by or contributed to;
  - a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation or requisition or destruction of or damage to PROPERTY by or under the order of any government, public or local authority, other than for insurance provided under the Employers' Liability section;
  - b) TERRORISM unless stated otherwise in the policy. If WE allege that this General Exclusion applies to any claim, the burden of proving the contrary will be upon YOU. In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect;
  - c) pressure waves arising from aircraft and other aerial devices travelling at sonic or supersonic speeds;
  - d) the use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss, other than for insurance provided under the Property, Employers' Liability and/or Environmental Liability sections;
  - e) ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel;
  - f) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component; and/or
  - g) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 2 loss of market value beyond the cost of repair, replacement or reinstatement of PROPERTY.
- 3 any CYBER LOSS.  
For the purpose of this Exclusion:

## CYBER LOSS

means any loss, DAMAGE, liability, expense, fines or penalties or any other amount directly or indirectly arising from:

- a) the use or operation of any COMPUTER SYSTEM or COMPUTER NETWORK;
- b) the reduction in or loss of ability to use or operate any COMPUTER SYSTEM, COMPUTER NETWORK or DATA;
- c) access to, processing, transmission, storage or use of any DATA;
- d) inability to access, process, transmit, store or use any DATA;
- e) any threat of or any hoax relating to a), b), c), or d) above;
- f) any error or omission or accident in respect of any COMPUTER SYSTEM, COMPUTER NETWORK or DATA.

## COMPUTER SYSTEM

means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by YOU or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

## COMPUTER NETWORK

means a group of COMPUTER SYSTEMS and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange DATA.

DATA

means information used, accessed, processed, transmitted or stored by a COMPUTER SYSTEM.

For all insurances other than Public Liability, Products Liability or Commercial Legal Expenses General Exclusion 3 will not exclude subsequent DAMAGE (not otherwise excluded) which itself results from fire, aircraft, explosion, earthquake, escape of water, impact, riot or malicious persons, sprinkler leakage, subsidence and theft otherwise insured by this policy.

- 4 WE will not pay for any DAMAGE caused by or in connection with the property being used by YOU, YOUR tenant or any other lawful visitor for the conduct or attempted conduct of illegal activity.
- 5 WE will not pay for any loss, liability, DAMAGE, claim, costs or expenses of whatever nature, directly or indirectly caused by, contributed to, attributable to, resulting from or in connection with:
  - a) any EPIDEMIC or PANDEMIC;
  - b) CORONAVIRUS; and/or
  - c) any legislation or regulations passed, or measures, restrictions or requirements imposed or advised, in each case by any national, regional or local government authority, public health authority or other competent authority, relating to the prevention, control or suppression of any EPIDEMIC, PANDEMIC or CORONAVIRUS

other than for insurance provided under the Terrorism, Engineering Inspection, Liability, Commercial Legal Expenses or Group Personal Accident sections.

# General Conditions

The following conditions apply to the whole of this policy including any cover extensions and endorsements unless otherwise stated:

## Alteration in Risk

YOU will not be insured under this policy if:

- 1 YOUR interest ceases, except by will or operation of law; or
- 2 there is a change in circumstances, which alters the risk.

YOU are required to tell US of any change of circumstances that arise after the start of this insurance. If YOU are not sure whether a change in circumstances needs to be disclosed, YOU should disclose it.

## Automatic Reinstatement

Provided that YOU pay any additional premium that WE require, the insurance by this policy will not be reduced by the amount of any loss unless:

- 1 either YOU or WE advise to the contrary; or
- 2 the applicable section of this policy specifically provides to the contrary.

## Cancellation of the Policy

YOU may cancel YOUR policy by writing to US or calling US. WE will then refund part of YOUR premium unless YOU have made a claim in the current PERIOD OF INSURANCE.

WE may cancel YOUR policy at any time by giving YOU 14 days' notice in writing. OUR cancellation letter will be sent to the latest address WE have for YOU.

The reasons why YOUR policy may be cancelled include, but are not limited to:

- 1 where YOU or anyone acting for YOU commits fraud or makes a misrepresentation in order to gain an advantage under any aspect of YOUR policy;
- 2 where a change in YOUR circumstances means that WE can no longer provide cover;
- 3 failure to comply with policy terms and conditions;
- 4 use of threatening or abusive behaviour or language, or intimidating or bullying of OUR staff or suppliers;
- 5 if YOU default under OUR Credit Agreement to pay the premium, cover under YOUR policy will cease in accordance with the conditions of the Credit Agreement.

If WE cancel YOUR policy WE will refund the part of YOUR premium applying to the remaining PERIOD OF INSURANCE unless fraud or misrepresentation has been identified or a claim has been made when WE may not refund any premium.

## Compliance with Terms

WE will not pay YOUR claim unless YOU and all other persons insured by this policy observe and comply with all the terms and conditions of this policy, whether contained in these General Conditions or elsewhere.

## Duplicate Records

WE will not pay YOUR claim for book debts or Property Cover Extension Computer Equipment Breakdown unless, throughout the PERIOD OF INSURANCE:

- 1 all YOUR data records are backed up at least once every 14 days and stored off site or in a fire proof cabinet;
- 2 adequate back up facilities are provided to ensure that all essential business information and software can be recovered following a breakdown; and
- 3 back up arrangements for individual systems are tested at least once a year.

## Designation Clause

In determining the item under which PROPERTY is insured WE will accept the description given in YOUR business records.

**Fraud and Misrepresentation**

If YOU or anyone acting for YOU:

- 1 makes a claim which is fraudulent and/or intentionally exaggerated and/or supported by a fraudulent declaration, statement or other device; and/or
- 2 intentionally misrepresents and/or misdescribes and/or withholds any material relevant to this insurance;

WE will not pay any part of YOUR claim or any other claim which YOU have made or which YOU may make under the policy and WE will have the right to:

- 1 avoid, or at OUR option, cancel the policy without returning any premium that YOU have paid;
- 2 recover from YOU any amounts that WE have paid in respect of any claim, whether such claim was made before or after the fraudulent claim; and/or
- 3 refuse any other benefit under the policy.

**Interested Parties**

At YOUR request, WE agree to note any interest in the PROPERTY shown on YOUR schedule which YOU are required to include. In the event of DAMAGE occurring which results in a claim under this policy, YOU agree to disclose the nature and extent of such interest prior to the settlement of any claim.

**Non-invalidity**

No act, omission or alteration which is unknown to YOU or beyond YOUR control will invalidate this policy provided that YOU inform US of any increased risk as soon as YOU become aware of it.

**Payment of Premium**

- 1 If YOU pay the premium using OUR direct debit instalment scheme, WE have the right to renew this policy each year and continue to collect premiums using this method. WE may vary the terms of the policy (including the premium) at renewal. WE will not renew this policy, provided that YOU tell US before YOUR next renewal date that YOU do not want to renew.
- 2 Where WE refer in the policy to the payment of premiums, this will include payment by monthly instalments. If YOU pay by this method, this policy remains an annual contract. The date of payment and the amount of the instalments are governed by the terms of the credit agreement. If an instalment is not received by a due date then, subject to the Consumer Credit Act 1974 (if it applies), the credit agreement and this policy will be cancelled immediately, unless WE agree otherwise.

**Personal Legal Representatives**

If YOU die, WE will provide indemnity to YOUR personal legal representatives for any liability YOU had previously incurred under this policy, provided that the personal legal representatives keep to the terms and conditions of the policy.

**Premium Adjustment**

If YOUR premium is based on estimates that YOU have provided YOU agree that:

- 1 those estimates will be based upon reasonable and objective grounds according to established commercial standards; and
- 2 upon OUR request, YOU will provide within a reasonable time:
  - a) an updated estimate for the coming period of insurance; and/or
  - b) a declaration of any information as WE may require to adjust YOUR premium. Where YOU provide such a declaration YOU will pay any additional premium as may be required or WE will refund any premium to YOU subject to OUR retention of OUR normal minimum premium.

**Reasonable Precautions**

WE will not pay YOUR claim unless YOU have, throughout the PERIOD OF INSURANCE:

- 1 complied with all legal requirements and regulations imposed by any authority;
- 2 taken reasonable steps to prevent and minimise accidents, loss, injury and damage;
- 3 taken reasonable steps to protect PROPERTY and maintain it in a good state of repair;
- 4 taken reasonable care in the selection and supervision of EMPLOYEES; and
- 5 kept books with a complete record of purchases and sales.

**Rights of Third Parties**

Any person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999, or other subsequent legislation, to enforce the terms of this policy, but this does not affect any right or remedy of a third party which exists or is available apart from this Act.

**Right to Survey**

WE have the right to conduct a survey of YOUR PREMISES for the purposes of assessment or control of risk.

**Surveys, Risk Improvements and Additional Information**

If YOUR schedule indicates that this policy has been issued subject to certain survey(s) being undertaken YOU will, within a reasonable time, allow US access to any location that WE may require to undertake those survey(s). If WE are unable to carry out a survey within a reasonable time WE may at OUR election avoid, cancel, suspend or alter the terms of this policy or increase the premium.

If YOUR schedule indicates that this policy has been issued subject to YOU implementing certain risk improvements or providing certain additional information:

- 1 the insurance granted by this policy will automatically cease following the expiry of any deadline indicated in YOUR schedule or any other deadline which WE may specify; or
- 2 if no deadline is indicated in YOUR schedule but YOU fail to implement the improvements or provide the information within a reasonable time WE may at OUR election avoid, cancel, suspend or alter the terms of the policy or increase the premium.

If any survey or additional information reveals factors that adversely influence OUR assessment of the risk WE may at OUR election avoid, cancel, suspend or alter the terms of this policy or increase the premium. WE will communicate any such actions to YOU in writing.

**Renewal of the policy**

Prior to the renewal date of YOUR policy, WE will send YOU details of:

- 1 the terms on which YOUR policy may be renewed;
- 2 any changes to the policy cover; and
- 3 the actions YOU need to take to renew YOUR policy.

If YOUR payment method for the policy is Direct Debit then YOUR policy will be automatically renewed using the payment details YOU have given to US.

YOU agree that WE may deduct the premium(s) for the renewed policy from YOUR nominated bank account unless YOU tell US that YOU do not wish to continue paying the premium in monthly instalments by Direct Debit, or YOU do not wish to renew YOUR policy.

If YOUR payment method for the policy is not Direct Debit then YOU must contact US before the renewal date to arrange payment.

If YOU do not want to renew YOUR policy or YOU want to change the payment method YOU must contact US prior to renewal unless WE have told YOU, in writing, that this is unnecessary.

If WE do not want to offer renewal of YOUR policy WE will contact YOU in writing in accordance with the Cancellation General Condition.

# Claims Conditions

The following conditions apply to the whole of this policy including any cover extensions and endorsements unless otherwise stated:

## Action by YOU

- 1 WE will not pay YOUR claim unless YOU:
  - a) tell US as soon as possible about anything that happens which may give rise to a claim and give US all the assistance that WE require;
  - b) tell US and the police immediately and in any event within seven days if the DAMAGE arises from a criminal act, riot or malicious persons;
  - c) immediately send to US unanswered all communications from any third parties in relation to any event which may result in a claim under this policy;
  - d) supply, at YOUR own expense, details of the claim in writing including any supporting information or evidence that WE require;
  - e) take all reasonable action to minimise any loss and avoid further loss; and
  - f) provide US with full details of any parties which have a legal interest in the PROPERTY which is the subject of the claim.
- 2 WE will not pay YOUR claim if YOU admit, deny, negotiate or settle any claim without OUR prior consent.

## OUR Rights

- 1 WE have the right to settle a claim by:
  - a) payment of money; and/or
  - b) reinstatement, replacement or repair of YOUR PROPERTY in a reasonable manner but not necessarily to its exact previous condition or appearance.
- 2 OUR maximum liability will be the sum insured or limit of indemnity shown on YOUR schedule unless otherwise stated.
- 3 WE are entitled to:
  - a) take the benefit of YOUR rights against another person before or after WE have paid a claim; and/or
  - b) take over the defence or settlement of a claim;and YOU will give US all reasonable assistance.  
WE will not use this right to enforce or pursue a settlement against:
  - a) any company which is YOUR parent or subsidiary; or
  - b) any company which is a subsidiary of a parent of which YOU are also a subsidiary.For the purpose of this Claims Condition, 'subsidiary' will have the meaning given to it by section 1159 of the Companies Act 2006 or any subsequent amendments to that provision.
- 4 WE will have sole control of all claims procedures and settlements for all claims made against YOU.
- 5 WE may free OURSELVES from any further liability by paying to YOU:
  - a) the limit of indemnity;
  - b) the sum insured; or
  - c) any smaller amount for which the claim can be settled;after deducting any payments already made. WE will pay legal costs that have been incurred with OUR prior consent up to the date of such payment.

## Claims Control

If WE are paying a claim for INJURY or DAMAGE:

- 1 WE are entitled to the value of any salvage;
- 2 WE have the right to enter the PREMISES in which the DAMAGE occurred and to take possession of the DAMAGED PROPERTY;
- 3 YOU are required to retain without alteration or repair all PROPERTY connected with the DAMAGE or INJURY, unless WE tell YOU otherwise, or such action is prohibited by legislation; and
- 4 YOU are not to abandon PROPERTY to US whether WE have taken possession of it or not.



**Arbitration**

Where WE have accepted a claim but there is disagreement over the amount to be paid, the matter will be decided by an arbitrator. WE and YOU will jointly agree the identity of the arbitrator in line with current law. The arbitrator will decide who pays the fees, for example the fees may be split between the parties, or one party may pay all the fees.

**Contribution**

If there is another policy covering the same PROPERTY or liability, WE will be liable only for OUR proportionate share. If such other policy has a provision which prevents it from contributing in a like manner, the most WE will pay will be any amount in excess of that which would have been payable under the other policy had this policy not been in force.

**Subrogation**

YOU and any other person entitled to the benefit of this policy will take all necessary steps to preserve and/or enforce rights against any other party before or after WE make any payment.

# Perils

YOUR schedule will show which of the following perils are insured by each section.

## Fire

- 1 Fire excluding DAMAGE arising from:
  - a) explosion resulting from fire;
  - b) earthquake or subterranean fire;
  - c) its own spontaneous fermentation or self-heating of PROPERTY or its undergoing any heating process or any process involving the application of heat; and/or
  - d) electrical plant or appliances:
    - i. over-running;
    - ii. short-circuiting; and/or
    - iii. self-heating;but this will not exclude DAMAGE arising from the spread of fire to other plant or appliances or other PROPERTY;
- 2 Lightning;
- 3 Explosion:
  - a) of gas; and/or
  - b) of boilers;used for domestic purposes only but excluding DAMAGE arising from earthquake or subterranean fire;
- 4 Escape of fertiliser from any storage tank at the PREMISES;
- 5 Escape of oil from a fixed heating installation or connected apparatus;
- 6 Falling television or radio aerials or aerial fittings or masts; and/or
- 7 Falling trees or parts of trees, but excluding:
  - a) DAMAGE caused during a felling or lopping operation;
  - b) DAMAGE caused to fences, gates or hedges; and/or
  - c) the cost of removing fallen trees, unless they have given rise to a valid claim.

## Aircraft

Aircraft or other aerial devices or articles dropped from them.

## Earthquake

Earthquake or subterranean fire.

## Escape of Water

Escape of water from any tank, apparatus or pipe, excluding DAMAGE arising

- 1 from water discharged from or leaking from any automatic sprinkler installation in the PREMISES;
- 2 if the BUILDING is UNOCCUPIED.

## Explosion

Explosion excluding DAMAGE:

- 1 arising from or consisting of the bursting by steam pressure of any boiler (other than a boiler used for domestic purposes), economiser or other vessel, machine or apparatus belonging to YOU or under YOUR control in which internal pressure is due to steam only; and/or
- 2 to any vessel, machinery or apparatus, or its contents, belonging to YOU or under YOUR control, which requires to be inspected to comply with any statutory regulations, unless there is in force a policy of insurance or other contract providing all inspection required by law. This exclusion will not apply to any subsequent DAMAGE which arises from a cause which is not otherwise excluded.

## **Flood**

Flood excluding DAMAGE:

- 1 arising from storm or frost;
- 2 arising from subsidence, ground heave, landslip or escape of water from any tank, apparatus or pipe, whether resulting from flood or otherwise;
- 3 arising from a change in the water table level;
- 4 to fences, gates, hedges or moveable PROPERTY in the open other than TRAILERS;
- 5 to BUILDINGS if they are not in a good state of repair, or to PROPERTY contained in any of them; and/or
- 6 to PROPERTY contained in BUILDINGS if they are open-sided or partly open-sided.

## **Impact**

Impact by any vehicle or animal, excluding DAMAGE:

- 1 arising from theft or attempted theft;
- 2 a) to growing crops in the open; and/or  
b) to animals;  
caused by any animal belonging to YOU or under the control of YOU or any EMPLOYEE.

## **Riot or Malicious Persons**

Riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances and malicious persons, excluding DAMAGE arising from:

- 1 cessation of work;
- 2 theft or attempted theft;
- 3 Malicious persons if the BUILDING is UNOCCUPIED.

## **Sprinkler Leakage**

Accidental escape of water from any fixed automatic sprinkler installation within the BUILDINGS, excluding DAMAGE arising from:

- 1 explosion, earthquake, subterranean fire or heat arising from fire; and/or
- 2 the repair, alteration or extension of the BUILDINGS or sprinkler installation.

## **Storm**

Storm, hail and weight of snow excluding DAMAGE:

- 1 arising from frost, subsidence, ground heave, landslip or escape of water from any tank, apparatus or pipe, whether resulting from storm or otherwise;
- 2 arising from:
  - a) escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam; and/or
  - b) inundation from the sea;whether resulting from storm or otherwise;
- 3 arising from a change in the water table level;
- 4 to fences, gates, hedges or moveable PROPERTY in the open other than TRAILERS;
- 5 to BUILDINGS if they are not in a good state of repair, or to PROPERTY contained in any of them; and/or
- 6 to PROPERTY contained in BUILDINGS if they are open-sided or partly open-sided (except damage arising from collapse or partial collapse of the roof caused by weight of snow).

## **Subsidence**

Subsidence, ground heave or landslip, excluding DAMAGE:

- 1 arising from the movement or settlement of made-up ground;
- 2 arising from coastal or river erosion;
- 3 arising from defective design, workmanship or the use of defective materials;
- 4 arising from normal settlement or bedding down of structures within two years of their completion or during the contract maintenance period, whichever is the longer;
- 5 arising from any building, demolition or excavation works being carried out on any adjoining site unless WE are aware of and have confirmed acceptance of such work;
- 6 to land, yards, car parks, roads, pavements, landlord's fixtures and fittings, security lighting and cameras, walls, gates, fences, fixed fuel oil tanks and fixed diesel tanks at the PREMISES unless also affecting a building insured by the policy;
- 7 to solid floor slabs or resulting from their movement unless the foundations beneath the external walls of the BUILDINGS suffer DAMAGE at the same time and from the same cause; and/or
- 8 while the BUILDINGS or any part of them are in the course of erection, demolition, structural alteration or structural repair.

## **Theft**

Where this peril applies to:

- 1 BUILDINGS;
- 2 Contractors All Risks; or
- 3 any other item where YOUR schedule shows the location as "United Kingdom", "European Union and United Kingdom, Channel Islands, Isle of Man" or "Worldwide":

Theft or attempted theft excluding DAMAGE arising:

- 1 by or in collusion with an EMPLOYEE or person lawfully on the PREMISES;
- 2 if the BUILDING is UNOCCUPIED.

Otherwise:

Theft or attempted theft:

- 1 involving forcible and violent entry to or exit from the BUILDINGS; and/or
- 2 following assault or violence or the threat of assault or violence to YOU or any EMPLOYEE;

excluding:

- 1 DAMAGE arising from collusion with an EMPLOYEE or person lawfully on the PREMISES;
- 2 DAMAGE if the BUILDING is UNOCCUPIED;
- 3 PROPERTY in the open or in open-fronted or open-sided BUILDINGS unless shown on YOUR schedule as insured.

## **Accidental Damage**

DAMAGE from any other cause excluding:

- 1 DAMAGE arising from:
  - a) fire, explosion, aircraft, riot or malicious persons, earthquake, storm, flood, escape of water, impact, sprinkler leakage, subsidence, theft, computer equipment breakdown, machinery breakdown or any of the exclusions to these perils or optional cover extensions whether insured by this policy or not;
  - b) inherent vice, latent defect, gradual deterioration, frost, wear and tear, faulty or defective design or materials, other than subsequent DAMAGE which arises from a cause not otherwise excluded;
  - c) faulty or defective workmanship by YOU or any EMPLOYEES;
  - d) operational error or omission by YOU or any EMPLOYEES;
  - e) rust, corrosion, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, wet or dry rot, fungus, mould and spores of any type, vermin or insects;
  - f) change in temperature, colour, flavour, texture or finish;
  - g) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping connected to them;
  - h) mechanical or electrical breakdown or derangement of any machine, apparatus or equipment other than subsequent DAMAGE which results from a cause not otherwise excluded;
  - i) escape of flue gases or fumes;
  - j) the deliberate act of a supplier withholding the supply of water, gas, electricity or fuel;
  - k) POLLUTION, other than DAMAGE which results from a cause not otherwise excluded;
  - l) disappearance, unexplained inventory shortage or the misfiling or misplacing of information; and/or
  - m) the failure of seeds to germinate.

- 2 DAMAGE to:
  - a) any BUILDING or structure arising from its own collapse or cracking, but WE will not exclude subsequent DAMAGE which results from a cause which is not otherwise excluded;
  - b) gates, fences and moveable PROPERTY in the open arising from wind, rain, hail, sleet, snow or dust;
  - c) PROPERTY arising from its undergoing any process of production, packing, treatment, testing, commissioning, servicing, repair or its use as a tool;
  - d) jewellery, precious stones or metals, bullion, furs, curiosities, works of art or rare books;
  - e) glass and sanitary ware (other than fixed glass and sanitary ware), china, earthenware, marble or other fragile or brittle objects;
  - f) MONEY and MONETARY DOCUMENTS or securities of any description;
  - g) vehicles licensed for road use (including accessories on them), railway locomotives and rolling stock, watercraft or aircraft;
  - h) PROPERTY or structures in the course of construction or erection and materials or supplies in connection with such PROPERTY or structures; and/or
  - i) land, roads, pavements, piers, jetties, bridges, culverts or excavations; unless specifically shown as insured on YOUR schedule.
- 3 DAMAGE to livestock, growing crops or trees.

# Property

Please refer to YOUR schedule to see if this is operative.

## Definition

### GEOGRAPHICAL LIMITS

United Kingdom, the Channel Islands and the Isle of Man.

## Cover Extension Clause

Cover extensions will apply where the loss arises during the PERIOD OF INSURANCE but only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the limits, conditions and exclusions of these sections and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

## The Cover

WE will pay for DAMAGE arising from an INSURED PERIL during the PERIOD OF INSURANCE to PROPERTY shown on YOUR schedule, provided that the DAMAGE occurs at the location shown on YOUR schedule for such PROPERTY.

The most WE will pay in the event of insured DAMAGE is:

- 1 where the BASIS OF COVER is anything other than Day One Reinstatement, the sum insured shown on YOUR schedule for the ITEM OF PROPERTY adjusted for any Index Linking due; or
- 2 where the BASIS OF COVER is Day One Reinstatement, the sum insured shown on YOUR schedule for the ITEM OF PROPERTY; or
- 3 any other maximum amount payable or limit shown on YOUR schedule, whichever is less.

## Cover Extensions

### Accidental Breakage of Fixed Glass

WE will pay for accidental breakage of:

- 1 fixed glass in windows, doors, showcases, counters and shelves; and/or
- 2 fixed sanitary ware;

for which YOU are responsible in the PREMISES.

WE will also pay for:

- 1 the cost of boarding up and providing a temporary door until the broken glass is replaced;
- 2 DAMAGE to ITEMS OF PROPERTY shown on YOUR schedule and arising from broken glass;
- 3 DAMAGE to frames or framework of any description and the cost of removing and replacing ITEMS OF PROPERTY shown on YOUR schedule which may have to be removed in order to replace the glass; and
- 4 replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on the glass.

WE will not pay for DAMAGE:

- 1 to cracked or scratched glass; or
- 2 resulting from repairs or alterations to the PREMISES;
- 3 when a BUILDING or part of a BUILDING becomes UNOCCUPIED.

In the event of broken glass YOU can call OUR dedicated glass claim telephone number. Please provide YOUR name, address and policy number. They will arrange for replacement at a convenient time for YOU and bill US direct so that YOU only have to pay the EXCESS and any value added tax.

### Alterations and Additions

WE will pay for DAMAGE arising from an INSURED PERIL to:

- 1 newly acquired ITEMS OF PROPERTY other than STOCK within the GEOGRAPHICAL LIMITS; and
  - 2 alterations, additions and improvements to ITEMS OF PROPERTY other than STOCK at any of the PREMISES shown on YOUR schedule;
- which are not otherwise insured.

YOU are required to tell US as soon as possible, but in any event within 90 days, of any acquisition, alteration, addition or improvement and increase YOUR insurance cover with US. Cover under this extension will apply for a maximum period of 90 days after the relevant acquisition, alteration, addition or improvement is made.

WE will not pay for appreciation in value.

The most WE will pay is 10% of the total of the sums insured shown on YOUR schedule for YOUR BUILDINGS or CONTENTS subject to a maximum overall limit of £500,000 for any one loss. This cover is in addition to the sum insured.

#### **Alternative Accommodation**

WE will pay reasonable additional costs to provide alternative accommodation for the period that the residential portion of the BUILDINGS is uninhabitable, following DAMAGE insured by this section.

The most WE will pay for any one loss is 20% of the BUILDINGS sum insured shown on YOUR schedule. This is in addition to the sum insured.

#### **Asbestos Removal**

If WE pay for DAMAGE to BUILDINGS WE will also pay costs for which YOU are responsible to remove any asbestos waste or PROPERTY contaminated by it.

The most WE will pay for any one loss is £50,000. This cover is in addition to that stated in the Debris Removal Costs cover extension.

#### **Change of Temperature**

WE will pay for DAMAGE to PROPERTY shown on YOUR schedule arising from change of temperature resulting from destruction or disablement of refrigerating, electrical or conditioning plant or apparatus arising from an INSURED PERIL.

#### **Computer Additional Costs**

WE will pay necessary and reasonable costs (including overtime working) to effect a temporary repair or to expedite the permanent repair of DAMAGE to any computer for which WE are paying a claim under this section.

The most WE will pay for any one loss is £1,500. This is in addition to the sum insured.

#### **Damage to Underground Services**

WE will pay for DAMAGE to underground pipes, cables or tanks servicing BUILDINGS shown on YOUR schedule including the cost of breaking into and repairing the pipe between the main sewer and the BUILDINGS following a blocked pipe.

#### **Debris Removal Costs**

WE will pay necessary and reasonable costs incurred in:

- 1 removing debris;
- 2 dismantling or demolishing; or
- 3 shoring or propping up;

following DAMAGE arising from an INSURED PERIL to PROPERTY shown on YOUR schedule.

WE will not pay for costs incurred in removing debris other than from the PREMISES themselves and the area immediately adjacent to them.

#### **Drains and Gutters**

WE will pay necessary and reasonable costs to clean and clear drains, sewers or gutters for which YOU are responsible following DAMAGE arising from an INSURED PERIL to PROPERTY shown on YOUR schedule. This is in addition to the sum insured.

#### **European Union and Public Authorities**

WE will pay the additional cost of reinstating or restoring PROPERTY shown on YOUR schedule which is incurred solely to comply with the minimum requirements of any applicable United Kingdom, Channel Islands, Isle of Man or European Union legislation, Act of Parliament or bye-laws of any public authority provided that the obligation to comply with the requirements is the direct result of DAMAGE arising from an INSURED PERIL to the PROPERTY shown on YOUR schedule.

WE will not pay for:

- 1 the cost of complying with any requirement:
  - a) in connection with DAMAGE not insured by this section;
  - b) in connection with DAMAGE which occurred before the PERIOD OF INSURANCE;
  - c) which had been notified to YOU before the DAMAGE occurred;
  - d) which had to be implemented within a fixed period in any event had the DAMAGE not occurred; and/or
  - e) which YOU would have been required to comply with in any event had the DAMAGE not occurred.
- 2 the cost of repairing or restoring PROPERTY or parts of the PROPERTY, other than foundations, which have not suffered DAMAGE.
- 3 loss or expense in connection with an application for, granting, enforcement or refusal of planning permission unless agreed by US.
- 4 any charge or assessment arising out of capital appreciation arising from compliance with the stipulations.

#### **Fire Extinguishment Costs**

WE will pay the following costs which are the direct result of DAMAGE arising from an INSURED PERIL to PROPERTY shown on YOUR schedule:

- 1 refilling fire extinguishing appliances;
- 2 recharging halon gas and CO<sup>2</sup> flooding systems;
- 3 replacing used sprinkler heads;
- 4 refilling sprinkler tanks where water costs are metered; and
- 5 resetting fire and intruder alarm systems.

This is in addition to the sum insured.

#### **Fuel Spillage Clean-up Costs**

WE will pay the costs of removing spilt fuel from YOUR land following accidental escape of fuel arising from an INSURED PERIL.

The most WE will pay for any one loss is £25,000. This is in addition to the sum insured.

#### **Landscaped Grounds**

If as a result of DAMAGE arising from an INSURED PERIL to PROPERTY shown on YOUR schedule, the emergency services DAMAGE landscaped grounds at the PREMISES for which YOU are legally responsible WE will pay the reasonable costs and expenses of repairing or reinstating those grounds.

WE will not pay for the failure of seeds to germinate, or of trees, shrubs or turf to become established following planting or replanting.

The most WE will pay for any one loss is £25,000. This is in addition to the sum insured.

#### **Loss of Metered Water**

If metered water is lost as a direct result of DAMAGE to any fixed water pipe, apparatus and/or tank insured by this section WE will pay the additional charges imposed on YOU by the water supply authority for such loss.

The most WE will pay for any one loss is £10,000. This is in addition to the sum insured.

#### **Mortgagees**

The act or neglect of any mortgagor, leaseholder, lessee or occupier of YOUR BUILDINGS which increases the risk of DAMAGE, will not prejudice the interest of a mortgagee, freeholder or lessor in the insurance, provided they advise US on becoming aware of such neglect and pay any additional premium required.

#### **Professional Fees**

WE will pay necessary and reasonable architects', surveyors', consulting engineers', legal and other fees which YOU incur in repairing or reinstating PROPERTY shown on YOUR schedule but not for preparing any claim.



**Property Temporarily Removed**

WE will pay for DAMAGE, arising from an INSURED PERIL, to COMPUTER EQUIPMENT, CONTENTS, STOCK or similar specified ITEMS OF PROPERTY shown on YOUR schedule while temporarily removed from the PREMISES for alteration, cleaning or repair within the GEOGRAPHICAL LIMITS. Cover under this extension will apply for no more than 21 consecutive days following removal of the items from the PREMISES.

WE will not pay for personal effects of YOU or any EMPLOYEE.

The most WE will pay is 10% of the sum insured on YOUR COMPUTER EQUIPMENT, CONTENTS, STOCK or similar specified ITEMS OF PROPERTY at their usual PREMISES but not exceeding £50,000 for any one loss.

**Re-erection of Contents**

WE will pay the necessary and reasonable costs of dismantling, re-erecting and/or re-fitting COMPUTER EQUIPMENT, CONTENTS or similar specified ITEMS OF PROPERTY shown on YOUR schedule which are incurred as a direct result of DAMAGE arising from an INSURED PERIL.

**Reinstatement of Data**

WE will pay for necessary and reasonable costs of reinstatement, recompilation or replacement of:

- 1 computer software following DAMAGE to COMPUTER EQUIPMENT for which WE have agreed to pay;
- 2 lost, distorted, corrupted or erased programs or data where Computer Equipment Breakdown is insured as an Optional Cover Extension unless otherwise excluded.

WE will not pay for any loss arising from updates from the manufacturer or any software supplier.

The most WE will pay for any one loss is £25,000. This is in addition to the sum insured.

**Removal of Nests**

WE will pay for the nests of rats, mice, cockroaches, wasps and bees within the PREMISES to be removed.

The most WE will pay in any one PERIOD OF INSURANCE is £2,000. This is in addition to the sum insured.

**Removal of Trees**

WE will pay for trees or branches to be removed if WE consider they are a threat to human life or are likely to cause DAMAGE to a BUILDING.

The most WE will pay during the PERIOD OF INSURANCE is £2,500. This is in addition to the sum insured.

**Selling Your Buildings**

If, at the time of DAMAGE to YOUR BUILDINGS by an INSURED PERIL, YOU have entered a binding contract to sell YOUR BUILDINGS to a third party purchaser but the sale has not yet completed, WE will pay any indemnity to which YOU would otherwise have been entitled to the purchaser.

**Subrogation Waiver**

WE agree to waive rights against any tenant to which YOU may be entitled by subrogation, arising from DAMAGE to PREMISES occupied by them, providing the DAMAGE has not been caused by any criminal, fraudulent or malicious act of the tenant.

**Temporary Storage Costs**

WE will pay reasonable costs to provide temporary storage for YOUR CONTENTS following DAMAGE insured by this section.

The most we will pay for any one loss is £5,000.

**Theft of Keys**

WE will pay for the replacement of locks following theft of the keys to YOUR BUILDINGS, any safe, strong room or intruder alarm system.

The most WE will pay for any one loss is £2,500. This is in addition to the sum insured.

**Trace and Access**

WE will pay necessary and reasonable costs incurred with OUR prior consent to locate the source of:

- 1 water escaping from any fixed tank, pipe or apparatus; or
  - 2 oil escaping from any heating system;
- and making good the DAMAGE arising from the search for which YOU are responsible.

The most WE will pay for any one loss is £25,000. This is in addition to the sum insured.

#### **Unauthorised Use of Gas, Water or Electricity**

WE will pay the costs for which YOU are responsible for gas, water or electricity arising from their unauthorised use by persons occupying the PREMISES without YOUR permission provided that YOU take all practical steps to end the unauthorised use as soon as it is discovered.

The most WE will pay for any one loss is £10,000. This is in addition to the sum insured.

#### **Workmen**

YOUR rights and the cover provided under this section will not be prejudiced by the presence of workmen invited onto the PREMISES for the purpose of effecting any minor repairs, additions, alterations, decorations or remedial works.

### **Optional Cover Extension**

#### **Computer Equipment Breakdown**

WE will pay for DAMAGE arising from the complete or partial failure of COMPUTER EQUIPMENT resulting from mechanical or electrical defect of any part causing stoppage of its function, during the PERIOD OF INSURANCE provided the DAMAGE occurs at the location shown on YOUR schedule.

WE will not pay for DAMAGE to COMPUTER EQUIPMENT over 5 years old unless YOU have in force a maintenance, rental, hire or lease agreement that provides a maintenance and repair service.

The most WE will pay for any one loss is shown on YOUR schedule.

### **Exclusions**

WE will not pay for any:

- 1 DAMAGE arising from POLLUTION, except (unless otherwise excluded) for DAMAGE to PROPERTY shown on YOUR schedule arising from:
  - a) POLLUTION resulting from an INSURED PERIL; and/or
  - b) an INSURED PERIL which results from POLLUTION.
- 2 DAMAGE that does not result directly from the incident that caused YOU to claim, unless more specifically stated in this section.
- 3 DAMAGE to COMPUTER EQUIPMENT, CONTENTS, STOCK or similar specified ITEMS OF PROPERTY, for which YOUR schedule shows cover applies outside the PREMISES, arising from theft or any attempted theft from an unattended vehicle and/or trailer unless:
  - a) all doors and other openings are closed and securely locked and the keys removed; and
  - b) there is forcible and violent entry to the vehicle and/or trailer.
- 4 EXCESS shown on YOUR schedule. However if WE pay for DAMAGE solely to specified CONTENTS with a sum(s) insured not exceeding £2,500 the amount of any EXCESS is reduced to £100 unless more specifically shown on YOUR schedule.

### **Special Conditions**

#### **Declared Value**

At the inception of each PERIOD OF INSURANCE, YOU will notify US in writing of the DECLARED VALUE of each ITEM OF PROPERTY where the BASIS OF COVER is shown in YOUR schedule as Day One Reinstatement. In the absence of this, the DECLARED VALUE will be the last value declared by YOU, adjusted to reflect any Index Linking which may apply.

Declared Values are increased, either by 15% or alternative percentage uplift agreed by US, to provide protection against the effects of inflation and the resultant sum insured is the limit of OUR liability in the event of insured DAMAGE.

### **Index Linking**

Unless revised figures are provided by YOU, at each renewal WE will automatically adjust the sums insured or DECLARED VALUES of YOUR ITEMS OF PROPERTY for inflation, in line with increases in the following indices:

- 1 For BUILDINGS in accordance with BCIS General Building Cost Index; or
- 2 For other ITEMS OF PROPERTY in accordance with the Producer Price Index.

WE may at OUR option use other suitable indices of cost. YOUR existing sums insured or DECLARED VALUES will not be reduced in the event of a negative index value.

Where the BASIS OF COVER shown in YOUR schedule for an ITEM OF PROPERTY is anything other than Day One Reinstatement, this adjustment will continue monthly from renewal to the time of any insured DAMAGE.

For ITEMS OF PROPERTY where the BASIS OF COVER is shown as Reinstatement, this adjustment will further continue to the date that the claim is quantified, provided that estimates and tenders are obtained without delay.

WE will not charge any extra premium during the PERIOD OF INSURANCE but at the end of the period WE will calculate the renewal premium on the revised sums insured and/or DECLARED VALUES.

### **Unoccupied Premises**

- 1 YOU will notify US immediately any BUILDING becomes UNOCCUPIED;
- 2 When any building becomes UNOCCUPIED WE may, at OUR option, cancel, suspend or alter the terms of the policy and/or increase the premium;
- 3 If a BUILDING is UNOCCUPIED WE will not pay YOUR claim unless, at the time any DAMAGE first occurs, you have complied with each of the following conditions (unless otherwise specifically agreed by US in writing):
  - a) all mains supplies of electricity, gas and water are turned off at the point of entry to the BUILDING (except as necessary to maintain security systems, fire alarms, safety lighting, sprinkler installations and central heating systems);
  - b) all security protections are put into full and effective operation;
  - c) all external doors are kept securely locked;
  - d) all windows are closed and secured;
  - e) all letterboxes and openings are sealed;
  - f) the BUILDING is maintained in a good state of repair;
  - g) all waste, combustible materials and gas bottles within or outside the BUILDING are removed from the premises;
  - h) make a weekly inspection of the whole BUILDING both internally and externally and remedy any defects found;
  - i) keep a log of the inspections in h) above including a record of any defects found and remedial actions taken, to be available for inspection when requested by US; and
  - j) notify US if the BUILDING is to be occupied by contractors for renovation, alteration or conversion of the BUILDING or if the BUILDING becomes occupied, tenanted or actively used.

**Important note** - please also read Warranty 1 regarding security protections.

### **Underinsurance**

In the event of insured DAMAGE, OUR liability for YOUR claim will be proportionately reduced if:

- 1 the sum insured, adjusted for any Index Linking due:
  - a) for any ITEM OF PROPERTY comprising STOCK is less than the full cost of repair or replacement at the time of the DAMAGE; or
  - b) where the BASIS OF COVER is shown in YOUR schedule as Reinstatement, is less than 85% of the cost of reinstatement which would have been incurred at the time of reinstatement if the whole of that ITEM OF PROPERTY had been damaged; or
  - c) where the BASIS OF COVER shown in YOUR schedule as Indemnity, is less than the cost of reinstatement after allowance for wear, tear and depreciation has been deducted, at the time of DAMAGE.
- 2 The DECLARED VALUE for any ITEM OF PROPERTY where the BASIS OF COVER is shown on YOUR schedule as Day One Reinstatement, is less than the cost of reinstatement at the start of the PERIOD OF INSURANCE.

## Warranties

### NOTE:

The warranties set out below and those applied by endorsement are particularly important to US. If YOU fail to comply with any of them and YOUR failure causes or contributes towards an insured loss YOU will lose YOUR right to indemnity or payments for that claim.

YOU should consider any requirements under the Equality Act 2010 or the Disability Discrimination Act 1995 and ensure that security fully complies with any special requirements relating to the occupancy of the PREMISES.

- 1 all protections required by US are maintained and not withdrawn or varied without OUR prior consent.
- 2 in respect of any PREMISES occupied by YOU or where the security of the PREMISES is YOUR or YOUR agent's responsibility all protections provided for the safety of the PREMISES will be maintained in good working order and put into effect and will not be withdrawn or varied without OUR prior consent.
- 3 all fire break doors and shutters are maintained in efficient working order and kept closed or the protection system activated except during working hours.

## Settling Claims

In the event of insured DAMAGE to YOUR PROPERTY WE will at OUR option:

- 1 reinstate the DAMAGED PROPERTY by:
  - a) rebuilding or replacing it:
    - i. in any suitable manner; or
    - ii. on another site
  - b) repairing or restoring it to a condition equivalent to but not better or more extensive than when new; or
- 2 pay the cost of reinstatement of the DAMAGED PROPERTY, calculated as follows:
  - a) where the PROPERTY is lost or destroyed, the cost of rebuilding or replacing the PROPERTY; or
  - b) where the PROPERTY or part of the PROPERTY is DAMAGED, the cost of repairing and restoring the PROPERTY or the DAMAGED part of the PROPERTY;to a condition equivalent to but not better or more extensive than when new.

WE will not reinstate or pay the cost of reinstatement:

- 1 unless reinstatement commences and proceeds without unreasonable delay;
- 2 until the cost of reinstatement has actually been incurred and YOU have produced satisfactory invoices in support of the claim;
- 3 where the DAMAGE is insured by any other insurance effected by YOU or on YOUR behalf which is not on the same basis of reinstatement; and/or
- 4 for DAMAGE to STOCK.

If WE do not reinstate the PROPERTY or pay the cost of reinstatement WE will pay:

- 1 the cost of repairing the PROPERTY or any DAMAGED part of it to a condition equivalent to but not better than its condition immediately before the DAMAGE occurred; or
  - 2 the difference between the market value of the DAMAGED PROPERTY immediately before the DAMAGE and its market value as a direct result of the DAMAGE;
- whichever is lower.

WE will not pay more than the sum insured which would have been payable had the DAMAGED PROPERTY been completely destroyed.

# Business Interruption

Please refer to YOUR schedule to see if this is operative.

## Definitions

### ANNUAL INCOME

The INCOME during the 12 month period immediately before the DAMAGE.

### BOOK DEBTS

The amounts shown in YOUR accounts as debited or invoiced to customers but not paid at the time of the DAMAGE, adjusted to reflect any bad debts or abnormal trading conditions which may have a material impact on YOUR BUSINESS.

### GEOGRAPHICAL LIMITS

United Kingdom, the Channel Islands and the Isle of Man.

### INCOME

The rental income received by YOU in the course of YOUR BUSINESS from the letting of the PREMISES.

### INDEMNITY PERIOD

The period beginning from the date of DAMAGE during which the results of YOUR BUSINESS are affected by the DAMAGE by an INSURED PERIL and ending when the results of YOUR BUSINESS cease to be affected by the DAMAGE but not exceeding the maximum indemnity period shown on YOUR schedule.

### STANDARD INCOME

The INCOME during the 12 months immediately before the DAMAGE which corresponds with the INDEMNITY PERIOD (appropriately adjusted where the INDEMNITY PERIOD exceeds 12 months), adjusted as necessary to allow for trends or circumstances which affect YOUR BUSINESS, either before or after the DAMAGE, and which would have affected YOUR BUSINESS had the DAMAGE not occurred. The adjusted figure will represent as closely as possible the results which but for the DAMAGE would have been achieved during the same period.

## The Cover

WE will pay for the loss of INCOME occurring during the INDEMNITY PERIOD arising from DAMAGE to PROPERTY used by YOU at the PREMISES arising from an INSURED PERIL during the PERIOD OF INSURANCE.

The most WE will pay is the sum insured for loss of INCOME shown on YOUR schedule.

## Cover Proviso

WE will not pay unless at the time of DAMAGE there is insurance in force covering YOUR interest in the PROPERTY used for YOUR BUSINESS at the PREMISES against the DAMAGE and payment has been made or liability admitted under that insurance, or payment would have been made but for the operation of any EXCESS.

This proviso will not apply to PROPERTY which YOU do not own or for which YOU are not responsible.

## Cover Extensions

These cover extensions will apply where the loss arises during the PERIOD OF INSURANCE but only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the limits, conditions and exclusions of this section and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

## Action of Competent Authority

WE will pay for loss of INCOME arising from the closure or restriction in use of the PREMISES by a competent local authority due to defects in the drains or other sanitary arrangements or discovery of vermin or pests at the PREMISES.

For the purpose of this extension, the INDEMNITY PERIOD will commence on the date the closure or restriction of the PREMISES is applied.

The most WE will pay for any one loss is £100,000.

#### **Additional Increased Cost of Working**

WE will pay any additional expenses which YOU necessarily and reasonably incur with OUR prior consent in order to minimise the loss of INCOME during the INDEMNITY PERIOD.

The most WE will pay for any one loss is £50,000. This is in addition to the sum insured.

#### **Automatic Rent Review**

Where rent is reviewed during the PERIOD OF INSURANCE the business interruption sum insured will be increased in accordance with YOUR revised INCOME.

YOU must notify US of YOUR revised INCOME prior to the next PERIOD OF INSURANCE.

The most WE will pay is 200% of the sum insured shown on YOUR schedule.

#### **Bomb Scares**

WE will pay for loss of INCOME arising from the suspected or actual presence of an incendiary or explosive device which hinders or prevents access to the PREMISES for a period greater than four consecutive hours.

#### **Book Debts**

WE will pay:

- 1 the difference between BOOK DEBTS and the total of the amounts traced or received by YOU; and
- 2 additional expenses which YOU incur with OUR prior consent in tracing and establishing BOOK DEBTS; if YOUR books of account or other business books or records sustain DAMAGE by an INSURED PERIL within the GEOGRAPHICAL LIMITS and YOU are unable to trace BOOK DEBTS due to YOU.

The most WE will pay for any one loss is shown on YOUR schedule. This is in addition to the sum insured.

#### **Buildings Awaiting Sale**

If at the time of DAMAGE YOU have contracted to sell YOUR interest in the PROPERTY and the sale is cancelled or delayed solely due to the DAMAGE WE will pay either:

- 1 for the period prior to the date upon which but for the DAMAGE the PROPERTY would have been sold:  
the reduction in INCOME, being the amount by which STANDARD INCOME earned during the INDEMNITY PERIOD, will due to the DAMAGE fall short of the ANNUAL INCOME or;
- 2 for the period commencing with the date upon which but for the DAMAGE the PROPERTY would have been sold and ending with the actual date of sale or with the expiry of the INDEMNITY PERIOD if earlier:  
the loss of interest being:
  - a) interest actually incurred on capital borrowed in connection with the BUSINESS solely to replace (in whole or in part) the loss of use of the sale proceeds
  - b) reasonable investment interest lost to YOU on any balance of the sale proceeds (after deduction of any capital borrowed as provided for under paragraph a) above)
- 3 additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or minimising the loss payable under paragraphs 1 or 2 above, but not exceeding the amount of the reduction avoided by such expenditure.

Provided that WE will not pay more than the SUM INSURED for loss of INCOME in any one PERIOD OF INSURANCE.

WE will not pay if YOU do not make all reasonable efforts to complete the sale as soon as possible following DAMAGE.

### **Claims Preparation Costs**

WE will pay for costs and expenses necessarily and reasonably incurred by YOU with OUR prior consent, in producing and certifying any particulars or details required by US in accordance with the Claims Conditions of the Policy, but excluding the costs of negotiating with US or OUR representatives.

The most WE will pay for any one loss is £25,000 .

### **Computer Equipment Breakdown**

WE will pay for loss of INCOME arising from the complete or partial failure of COMPUTER EQUIPMENT resulting from:

- 1 mechanical or electrical defect of any part causing stoppage of its function during the INDEMNITY PERIOD for which WE have agreed to pay;
- 2 failure of the electrical supply at the terminal point of the supply undertakings feed to the PREMISES from any cause unless otherwise excluded;
- 3 failure of any telecommunications system linked to COMPUTER EQUIPMENT;
- 4 erasure, destruction, corruption or distortion of COMPUTER EQUIPMENT.

WE will not pay for any loss:

- 1 arising from intentional overloading or experimental usage or research;
- 2 lasting less than 48 consecutive hours.

The most WE will pay for any one loss is £100,000.

### **Explosion of Boilers**

WE will pay for loss of INCOME arising from DAMAGE caused by the explosion of any boiler or economiser on the PREMISES.

### **Human Diseases**

This Optional Cover Extension should be read in conjunction with General Exclusion 5 which shall remain applicable.

WE will pay for loss of INCOME caused by the occurrence of any of the following diseases at the PREMISES which results in closure or restriction in use of the PREMISES on the order or advice of a competent authority:

Acute Encephalitis	Ophthalmia Neonatorum
Acute Poliomyelitis	Paratyphoid Fever
Anthrax	Plague
Cholera	Rabies
Diphtheria	Rubella
Dysentery	Scarlet Fever
Legionellosis	Smallpox
Legionnaires' Disease	Tetanus
Leptospirosis	Tuberculosis
Malaria	Typhoid Fever
Measles	Viral Hepatitis
Meningococcal Infection	Whooping Cough
Mumps	Yellow Fever

The most WE will pay for any one loss is £100,000.

### **Loss of Attraction**

WE will pay for loss of INCOME arising from DAMAGE to property in the vicinity of YOUR PREMISES by any cause insured under the Property section which directly causes a loss of custom to YOUR BUSINESS.

The most WE will pay for any one loss is £100,000.

### **Loss of Investment Income on Late Payment of Income**

Following DAMAGE where WE pay for the loss of INCOME and this payment is made later than YOU would normally expect to receive payments from tenants WE will pay a further sum representing the interest which YOU would normally have earned during the delay period.

**Lottery**

WE will pay for loss of INCOME arising from an EMPLOYEE or EMPLOYEES leaving YOUR employment as a direct result of winning the National Lottery or Euro Lottery.

The most WE will pay for any one loss is £100,000.

**Managing Agents Premises**

WE will pay for loss of INCOME arising from DAMAGE caused by a peril shown on YOUR schedule to the premises of YOUR managing agents situated within the GEOGRAPHICAL LIMITS.

The most WE will pay for any one loss is 15% of the sum insured shown on YOUR schedule or £100,000, whichever is the less.

**Murder or Suicide**

WE will pay for loss of INCOME arising from murder or suicide occurring at the PREMISES.

**Prevention of Access**

WE will pay for loss of INCOME arising from DAMAGE to PROPERTY in the vicinity of the PREMISES arising from an INSURED PERIL which hinders or prevents access to the PREMISES.

**Professional Accountants' Charges**

WE will pay reasonable professional accountants' charges to obtain or produce any particulars, proofs, information or evidence which WE may require for any loss under this section.

WE will not pay for the costs of presenting or preparing a claim.

**Property Stored**

WE will pay for loss of INCOME arising from DAMAGE by an INSURED PERIL to YOUR PROPERTY stored elsewhere than at the PREMISES but within the GEOGRAPHICAL LIMITS.

The most WE will pay for any one loss is £100,000.

**Public Emergency**

WE will pay for loss of INCOME arising from the actions or advice of a competent Public Authority, due to an emergency likely to endanger life or property occurring within the vicinity of the PREMISES, which prevents or hinders the use of or access to the PREMISES for a period greater than four consecutive hours.

WE will not pay for any loss resulting from infectious or contagious disease (This exclusion applies in addition to General Exclusion 5) or the suspected or actual presence of an incendiary or explosive device.

For the purpose of this extension the INDEMNITY PERIOD will commence on the date that access or use of the PREMISES is prevented or hindered.

The most WE will pay for any one loss is £100,000, but not exceeding the sum insured shown on YOUR schedule.

**Public Utilities**

WE will pay for loss of INCOME arising from DAMAGE to PROPERTY by an INSURED PERIL at the land-based premises within the GEOGRAPHICAL LIMITS of:

- 1 any generating station or sub-station supplying YOUR electricity;
- 2 YOUR gas supplier or of any natural gas producer linked directly with them;
- 3 any waterworks or pumping station supplying YOUR water; or
- 4 YOUR telecommunications supplier.

WE will not pay for loss of INCOME which results from:

- 1 the deliberate act of the supply undertaking;
- 2 failure of the supply lasting less than four consecutive hours; or
- 3 drought or any scheme of rationing unless necessitated by DAMAGE to part of the supplier's premises.

The most WE will pay for any one loss is 15% of the sum insured shown on YOUR schedule.



## **Special Conditions**

### **Alternative Premises**

In calculating YOUR loss WE will take into account any INCOME which YOU, or anyone on YOUR behalf, earn from conducting YOUR BUSINESS elsewhere than at the PREMISES during the INDEMNITY PERIOD.

### **Cessation of Trading**

WE will not pay if YOUR BUSINESS is permanently discontinued, wound up or carried on by a liquidator or receiver unless WE have agreed in writing to do so.

### **Current Cost Accounting**

For the purposes of this section, any adjustment made for current cost accounting will be disregarded.

### **Departmental Accounts**

If YOUR BUSINESS is conducted in departments and the individual trading results of each department are easily ascertainable, the provisions of this cover in respect of INCOME will apply separately to each department affected by the DAMAGE.

### **Payments on Account**

At YOUR request, WE may, at OUR absolute discretion, make payments on account during the INDEMNITY PERIOD, subject to any necessary adjustment being made upon conclusion of the claim.

### **Underinsurance**

If, at the time of DAMAGE the sum insured on INCOME is less than the ANNUAL INCOME (proportionately increased where the INDEMNITY PERIOD is more than 12 months) OUR liability for YOUR claim will be proportionately reduced.

### **Value Added Tax (VAT)**

All terms in this section exclude value added tax to the extent that YOU are accountable to the authorities for such tax.

## **Settling Claims**

WE will pay:

- 1 for the reduction in the INCOME arising from DAMAGE caused by an INSURED PERIL, being the difference between the STANDARD INCOME which YOU would have earned and the INCOME which YOU actually earn during the INDEMNITY PERIOD; and
- 2 additional expenses which YOU necessarily and reasonably incur with OUR prior consent for the sole purpose of minimising the reduction in INCOME during the INDEMNITY PERIOD, provided that the additional expenses do not exceed the amount of the reduction in INCOME avoided by such incurred expenses.

Less:

- 1 any savings during the INDEMNITY PERIOD payable out of INCOME which stop or reduce as a result of the DAMAGE by an INSURED PERIL; and
- 2 any INCOME derived from the sale of any salvage remaining following the DAMAGE.

If YOUR BUSINESS is in its first year of trading, INCOME and STANDARD INCOME will reflect the actual figures realised between the date YOUR BUSINESS started and the DAMAGE.

# Money & Malicious Attack

Please refer to YOUR schedule to see if this is operative.

## Definitions

### BODILY INJURY

Bodily injury arising from violent and visible means which directly results in death or disability.

### BUSINESS HOURS

Any time when YOU or any EMPLOYEE with responsibility for MONEY are at the PREMISES for the purpose of YOUR BUSINESS.

### GEOGRAPHICAL LIMITS

United Kingdom, the Channel Islands and the Isle of Man.

### IN TRANSIT

In transit while in the custody of:

- 1 YOU or any EMPLOYEE;
- 2 a bank night safe and while at the bank until becoming the responsibility of the bank.

### LOSS OF LIMBS, SIGHT, SPEECH OR HEARING

Total and permanent loss of:

- 1 or loss of use of one or more hands or feet;
- 2 sight in one or both eyes;
- 3 speech; or
- 4 hearing in both ears.

### PARTIAL DISABILITY

A disability which prevents YOU or any EMPLOYEE from performing most of their occupation.

### TOTAL DISABILITY

A disability which totally prevents YOU or any EMPLOYEE from performing all of their occupation.

## The Cover

### Money

WE will pay for DAMAGE to MONEY or MONETARY DOCUMENTS within the GEOGRAPHICAL LIMITS during the PERIOD OF INSURANCE.

WE will also pay for DAMAGE arising from theft or attempted theft to:

- 1 safes, strong rooms, tills, cash registers or franking machines which normally contain MONEY; and/or
- 2 any case, bag or waistcoat being used for carrying MONEY.

The most WE will pay for any one item is the limit shown on YOUR schedule.

### Malicious Attack

WE will pay the benefits shown on YOUR schedule if YOU or any EMPLOYEE sustain BODILY INJURY as a result of a violent assault arising from theft or attempted theft in the course of YOUR BUSINESS, provided that:

- 1 YOU or any EMPLOYEE are aged between 16 and 70 years.
- 2 WE will only pay a benefit if death or disability occurs within 104 weeks of the date the BODILY INJURY was originally caused.
- 3 if WE pay for death, LOSS OF LIMBS, SIGHT, SPEECH OR HEARING or permanent TOTAL DISABILITY WE will no longer make any payment for temporary TOTAL DISABILITY or temporary PARTIAL DISABILITY.
- 4 payment for temporary TOTAL DISABILITY will be paid at the end of each consecutive four week period of disability.
- 5 for the benefit for temporary TOTAL DISABILITY, the most WE will pay will not exceed 75% of YOUR or any EMPLOYEE's average weekly earnings before tax.

The most WE will pay for any one benefit is the limit shown on YOUR schedule.

## **Cover Extensions**

### **Credit Cards**

WE will pay for unauthorised use of any credit, cheque, bank or cash card belonging to YOU or for which YOU are responsible in connection with YOUR BUSINESS within the GEOGRAPHICAL LIMITS.

WE will not pay:

- 1 for unauthorised use by YOU, any EMPLOYEE or any member of YOUR family;
- 2 unless YOU have met all the terms and conditions of the card company; and/or
- 3 for losses if the card is left unattended unless:
  - a) in the locked boot or locked and covered luggage compartment of a vehicle;
  - b) in a locked building;
  - c) left with hotel security.

The most WE will pay for any one loss is £10,000.

### **Damage to Personal Effects**

WE will pay for DAMAGE to personal effects or personal money belonging to YOU or any EMPLOYEE as a result of malicious attack insured by this section.

The most WE will pay for any one person is:

- 1 £100 for personal money; or
- 2 £500 in total.

### **Professional Counselling Following Malicious Attack**

WE will at OUR option pay for professional counselling to help YOU or any EMPLOYEE recover from emotional stress resulting from a malicious attack insured by this section.

The most WE will pay is £1,000 per person but not more than £5,000 for all counselling arising from any one incident.

## **Exclusions**

WE will not pay for:

- 1 loss of MONEY or MONETARY DOCUMENTS from a vehicle which is left unattended or is not under observation in order to prevent any attempt by any person to interfere with the vehicle.
- 2 DAMAGE arising from:
  - a) the dishonest act of any EMPLOYEE:
    - i. not discovered within seven days of the occurrence; and/or
    - ii. where more specifically insured;
  - b) clerical or accounting errors; and/or
  - c) MONEY in the possession of cash agents or door to door or debt collectors.
- 3 losses arising from forgery, fraudulent alteration or substitution or fraudulent use of a computer or electronic transfer.
- 4 losses arising from payment methods which prove to be counterfeit, false, invalid, irrecoverable or uncollectible for any reason.
- 5 losses not directly associated with the incident that caused YOU to claim, unless more specifically stated in this section.
- 6 death or disablement resulting from or contributed to by an insured person suffering from a pre-existing physical or mental condition or infirmity.
- 7 DAMAGE more specifically insured.

## **Special Condition**

### **Medical Evidence**

- 1 WE will pay for:
  - a) an INSURED PERSON to have a medical examination; or
  - b) a post mortem to be completed; if required by US.
- 2 YOU or YOUR personal legal representative will supply to US and pay for any:
  - a) certificate;
  - b) information; or
  - c) evidence;in the format WE require.

## **Warranties**

The warranties set out below and those applied by endorsement are particularly important to US. If YOU fail to comply with any of them and YOUR failure causes or contributes towards an insured loss YOU will lose YOUR right to indemnity or payments for that claim.

YOU warrant that:

- 1 all security protections are put into full and effective operation whenever the PREMISES are closed for business or left unattended.
- 2 door keys are removed from the PREMISES outside of BUSINESS HOURS and, other than when in use, any safe or strong room is locked and the keys removed from the PREMISES or kept with YOU or an authorised EMPLOYEE.
- 3 YOU keep a complete record of MONEY and MONETARY DOCUMENTS in a secure place other than a safe or strong room containing MONEY.
- 4 where MONEY insured by this section is IN TRANSIT and exceeds:
  - a) £5,000, it will be accompanied by at least 2 adults;
  - b) £7,500, it will be accompanied by at least 3 adults; or
  - c) £10,000, it will be transported by a professional security or specialist cash-carrying company.
- 5 if YOU are responsible for filling an automatic teller machine (ATM):
  - a) MONEY is removed and the door of the ATM left open when YOUR PREMISES are closed for business; and
  - b) signs are clearly displayed, both at the front entrance of YOUR PREMISES and adjacent to the ATM, stating that MONEY is removed when YOUR PREMISES are closed for business.

# Liability

## Definitions

### PRODUCTS

Any commodities or goods (including packaging, containers, instructions for use and labels) sold, supplied, manufactured, tested, altered, constructed, erected, installed, treated, planted, repaired, serviced, processed, stored, handled, or transported by YOU or on YOUR behalf in the course of YOUR BUSINESS.

## Cover Extension Clause

Cover extensions will apply only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the limits, conditions and exclusions detailed in the sections and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

# Property Owners' Liability and Product Liability

## Definition

### COSTS

- 1 legal costs and expenses that YOU incur with OUR prior consent to defend a claim which is insured under this section, on the basis that they are incurred before WE have paid or offered to pay the full amount of the claim;
- 2 legal costs recoverable from YOU by a claimant for a claim which is insured under this section;
- 3 legal costs and expenses for:
  - a) representation at any Coroner's Inquest or Fatal Inquiry; and/or
  - b) the defence of criminal proceedings brought against YOU for any breach or alleged breach of statutory duty, resulting in INJURY or DAMAGE to PROPERTY that may be the subject of a claim under this section.

Payment of COSTS for the defence of any EMPLOYEE will be made only at YOUR request.

### GEOGRAPHICAL LIMITS

The United Kingdom, The Channel Islands and the Isle of Man.

## The Cover

### Property Owners' Liability

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

- 1 accidental INJURY;
- 2 DAMAGE to PROPERTY;
- 3 obstruction, trespass, nuisance or interference with any right of air, light, water, way or privacy; and/or

4 wrongful arrest, detention or false imprisonment of any person;  
occurring within the GEOGRAPHICAL LIMITS during the PERIOD OF INSURANCE in connection with YOUR BUSINESS and not arising from PRODUCTS other than:

- 1 PRODUCTS remaining in YOUR custody or control; or
- 2 any food or drink sold or supplied to visitors for consumption on YOUR premises.

The most WE will pay for all damages arising directly or indirectly out of one incident or series of incidents attributable to one source or cause is the limit of indemnity shown on YOUR schedule.

In addition WE will pay COSTS.

This section will not apply to liability arising from:

- 1 the ownership, possession or use by YOU of any buildings not insured under the Property section of this policy unless otherwise stated in the schedule;
- 2 the ownership, possession or use by YOU of any land not part of any PREMISES unless WE have agreed to provide cover in respect of such land.

### **Product Liability**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

- 1 accidental INJURY; and/or
- 2 DAMAGE to PROPERTY;

occurring during the PERIOD OF INSURANCE and caused by PRODUCTS (other than while remaining in YOUR custody or control) physically supplied from within the GEOGRAPHICAL LIMITS.

The most WE will pay for all damages arising during the PERIOD OF INSURANCE is the limit of indemnity shown on YOUR schedule.

In addition WE will pay COSTS.

### **Cover Extensions**

#### **Commercial Visits**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

- 1 accidental INJURY; and/or
- 2 DAMAGE to PROPERTY;

occurring in the course of a commercial visit by YOU and/or any EMPLOYEE to any supplier, customer or business partner, trade show or exhibition outside the GEOGRAPHICAL LIMITS provided that the visit lasts for no more than 60 consecutive days and all persons undertaking the visit:

- 1 are ordinarily resident in the United Kingdom, the Channel Islands or the Isle of Man; and
- 2 ordinarily undertake their work at premises in the United Kingdom, the Channel Islands or the Isle of Man.

WE will not pay for liability:

- 1 arising from visits which wholly or partly involve the supervision or performance of manual work other than at trade shows or exhibitions which YOU and/or any EMPLOYEE are attending;
- 2 arising from the ownership, possession or occupation of land or buildings;
- 3 which is insured by another policy.

#### **Contingent Motor Liability**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages for:

- 1 accidental INJURY; and/or
- 2 DAMAGE to PROPERTY;

arising out of the use of any motor vehicle not owned or provided by YOU, being used in connection with YOUR BUSINESS.

WE will not pay for:

- 1 liability:
  - a) arising from a motor vehicle owned by, provided by or being driven by YOU;
  - b) arising while the vehicle is being driven by any person who YOU know, or YOU ought to know, does not hold a licence to drive the vehicle; and/or
  - c) occurring outside the GEOGRAPHICAL LIMITS.
- 2 DAMAGE to the vehicles or their contents.

NOTE: This cover is not intended to meet the requirements of the Road Traffic Acts. YOU are required by law to obtain appropriate cover, accompanied by a Certificate of Insurance, for every vehicle used in the course of YOUR BUSINESS.

### **Corporate Manslaughter and Corporate Homicide Act**

WE will indemnify YOU, or at YOUR request any EMPLOYEE, for legal costs and expenses incurred with OUR prior consent to defend a prosecution brought within the GEOGRAPHICAL LIMITS as a result of an offence or alleged offence under Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 in connection with YOUR BUSINESS.

Provided that:

- 1 the deceased is not an EMPLOYEE;
- 2 YOUR liability for the death is insured under this section; and
- 3 the death occurs during the PERIOD OF INSURANCE and within the GEOGRAPHICAL LIMITS.

WE will not pay for:

- 1 the costs of prosecution awarded against any defendant;
- 2 the costs of any expert witness unless WE have given OUR prior consent; and/or
- 3 costs arising from enforcement of remedial or publicity orders or any other action required to be taken by such orders.

### **Court Attendance Expenses**

If WE request any of the following people to attend Court as a witness in connection with a claim which is insured under this section WE will pay:

- |                        |                      |
|------------------------|----------------------|
| 1 YOU or YOUR director | £500 per day; and/or |
| 2 any other EMPLOYEE   | £300 per day.        |

### **Cross Liabilities**

If the policy is issued in joint names of more than one party this section will indemnify each party as if a separate policy had been issued to each of them provided that OUR liability to all parties indemnified will not exceed in total the limit of indemnity shown on YOUR schedule.

### **Data Protection**

WE will indemnify YOU for legal costs and expenses incurred with OUR prior consent, and all sums YOU are required to pay as damages to an individual arising from proceedings brought against YOU under data protection regulations.

Provided that:

- 1 YOU are a registered user in accordance with data protection legislation;
- 2 YOU are not in business as a data processing bureau; and
- 3 the claimant:
  - a) is the subject of personal data that YOU hold; and
  - b) suffers DAMAGE or distress caused by the inaccuracy, loss, unauthorised destruction, disclosure or access to the data.

The most WE will pay during any PERIOD OF INSURANCE is £500,000.

WE will not pay for:

- 1 the cost of replacing, reinstating, rectifying or erasing any personal data;
- 2 liability arising from:
  - a) the recording, processing or provision of data for reward or to determine the financial status of any person;
  - b) the act of any person other than YOU or any EMPLOYEE; and/or
  - c) defamation;
- 3 losses relating to unencrypted data away from YOUR premises; and/or
- 4 proceedings or appeals involving any deliberate act or omission by YOU or on YOUR behalf.

### **Defective Premises Act**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages for:

- 1 accidental INJURY; and/or
- 2 DAMAGE to PROPERTY;

under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with premises which YOU previously owned or occupied for the purposes of YOUR BUSINESS.

WE will not pay for the cost of remedying any defect or alleged defect in the premises.

**Health and Safety at Work Act**

WE will indemnify YOU, or at YOUR request any EMPLOYEE, for legal costs and expenses incurred with OUR prior consent to defend criminal proceedings brought for a breach or alleged breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any regulations thereunder, including legal costs and expenses incurred in an appeal against conviction arising from such proceedings.

Provided that the proceedings are brought within the GEOGRAPHICAL LIMITS and during the PERIOD OF INSURANCE and relate to:

- 1 the health, safety or welfare of any person other than an EMPLOYEE; and
- 2 an offence committed or alleged to have been committed within the GEOGRAPHICAL LIMITS and in the course of YOUR BUSINESS.

WE will not pay for the:

- 1 costs incurred to defend a prosecution where the charge includes a deliberate criminal act by YOU or any EMPLOYEE;
- 2 cost of appeal against improvement or prohibition notices; and/or
- 3 costs of investigation or inquiry other than where carried out on the instructions of a solicitor for the sole purpose of defending proceedings to which this extension applies.

**Indemnity to Other Parties**

Where YOU would have been entitled to indemnity if the claim had been made against YOU:

- 1 WE will provide indemnity to YOUR legal personal representatives in the event of YOUR death;
- 2 at YOUR request WE will provide indemnity to:
  - a) any officer or member of YOUR canteen, social, sports, educational and welfare organisations or fire, ambulance, first aid, medical or security services; or
  - b) any EMPLOYEE;in their respective capacities as such;
  - c) any principal for whom YOU are carrying out work under contract or agreement in the course of YOUR BUSINESS for liability arising out of the performance of such work by YOU;
  - d) the owner of plant hired in by YOU, but only to the extent required by the contract conditions; or
  - e) in the event of the death of any person specified in a) - d) above, the legal representative of the deceased person.

**Movement of Obstructing Vehicles**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages for:

- 1 accidental INJURY; and/or
- 2 DAMAGE to PROPERTY;

arising from the movement of any mechanically propelled vehicle by YOU or any EMPLOYEE where such vehicle is causing an obstruction and interfering with the normal operation of YOUR BUSINESS.

Provided that:

- 1 the vehicle is not owned, leased, borrowed or hired by YOU;
- 2 the movement is limited to vehicles parked on or obstructing YOUR premises or access to any site at which YOU are working;
- 3 the vehicle to be moved will be driven by a person who is competent and to YOUR knowledge holds a licence to drive the vehicle; and
- 4 the vehicle to be moved is driven by use of its own ignition key.

WE will not pay:

- 1 for DAMAGE caused to the vehicle being moved; and/or
- 2 where road traffic legislation requires compulsory motor insurance or security.

**Overseas Personal Liability**

WE will indemnify YOU for all sums which YOU and/or at YOUR request any EMPLOYEE are legally liable to pay in a personal capacity as damages for:

- 1 accidental INJURY; and/or
- 2 DAMAGE to PROPERTY;



arising directly from the private activities of any EMPLOYEE while they are temporarily employed by YOU for not more than 60 consecutive days outside the GEOGRAPHICAL LIMITS.

Provided that:

- 1 the EMPLOYEE is ordinarily resident in the United Kingdom, the Channel Islands or the Isle of Man;
- 2 the EMPLOYEE ordinarily undertakes their work at premises in the United Kingdom, the Channel Islands or the Isle of Man; and
- 3 cover under this extension shall apply only in respect of occurrences during the period of temporary employment outside the GEOGRAPHICAL LIMITS.

WE will not pay for liability:

- 1 arising from the ownership, possession or occupation of land or buildings;
- 2 arising from any business, professional and/or commercial activity;
- 3 arising in the course of employment by YOU or any other person;
- 4 to any EMPLOYEE; or
- 5 which is insured by another policy.

### **Private Work**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages for:

- 1 accidental INJURY; and/or
- 2 DAMAGE to PROPERTY;

arising from the execution of private duties by any EMPLOYEE, for YOU or any of YOUR directors, within the GEOGRAPHICAL LIMITS.

### **Terrorism**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages for:

- 1 accidental INJURY; and/or
- 2 DAMAGE to PROPERTY;

arising from TERRORISM committed by a third party.

The most WE will pay for all damages and COSTS arising directly or indirectly from one incident or series of incidents attributable to one source or cause is £2,500,000, or the limit of indemnity shown on YOUR schedule, whichever is the less.

### **Exclusions**

WE will not pay for:

- 1 INJURY to any EMPLOYEE.
- 2 DAMAGE to PROPERTY:
  - a) belonging to YOU or held in trust by YOU or borrowed, rented, let, leased or hired for use by YOU; and/or
  - b) which is in YOUR custody or control, other than, personal effects (including vehicles and their contents) of YOUR visitors or EMPLOYEES.
- 3 liability arising from POLLUTION other than caused directly or indirectly 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.

All POLLUTION which arises out of one incident will be deemed to have occurred at the time such incident takes place.

The most WE will pay for all damages arising during the PERIOD OF INSURANCE from POLLUTION is £5,000,000 or the limit of indemnity shown on YOUR schedule, whichever is the less.

- 4 liability arising from the ownership, possession or use of any mechanically propelled vehicle or plant (including attached trailers) by YOU or on YOUR behalf:
  - a) for which road traffic legislation requires compulsory motor insurance or security; and/or
  - b) where indemnity is provided by another insurance policy.

Where there is no indemnity provided by another policy this exclusion will not apply to:

  - a) loading and unloading;
  - b) liability arising solely from the use as a tool of trade unless compulsory motor insurance or security is required; or
  - c) the contingent motor liability or movement of obstructing vehicles cover extensions.
- 5 liability arising from PRODUCTS which are to YOUR knowledge exported directly or indirectly to the United States of America or Canada.
- 6 liability arising:
  - a) from professional advice or professional services given for a fee;
  - b) from the design, plan, formula or specification of PRODUCTS, provided by YOU for a fee or where a fee would normally be charged; and/or
  - c) out of treatment (other than first aid) or the dispensing of medicines or drugs.
- 7 the costs of repairing, replacing, reinstating, rectifying, recalling, removing, or making good the PRODUCTS themselves or in making a refund for the price paid of any PRODUCTS.
- 8 DAMAGE to that part of any PROPERTY upon which YOU or any EMPLOYEE has been working where the DAMAGE is the direct result of such work.
- 9 liability which arises solely due to a contract or agreement other than:
  - a) where imposed by a tenancy agreement following the Model Clauses of the Agricultural Holdings Act 1986; or
  - b) arising from any condition or warranty of goods or services implied by law.
- 10 liability arising from any action for damages brought against YOU in any country outside the United Kingdom, the Channel Islands, the Isle of Man or the European Union in which YOU occupy premises or are represented by any resident EMPLOYEE or holder of YOUR power of attorney.
- 11 liability arising in connection with work on or at any:
  - a) power station or nuclear installation;
  - b) i. offshore oil/ gas installation; and/or  
ii. supply, support or accommodation vessel or structure relating to such an installation; or while travelling to or from them by sea or air;
  - c) chemical works;
  - d) aircraft, airport, airfield, airstrip, satellite, spacecraft, launch site, ship, dock, pier or wharf;
  - e) tower, steeple, chimney shaft, blast furnace, dam, canal, viaduct, bridge or tunnel;
  - f) underground mine or colliery; and/or
  - g) railways and associated equipment, or rolling stock.
- 12 liquidated damages, penalties, fines, aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- 13 liability arising from the ownership, possession or use by YOU or on YOUR behalf of:
  - a) any vessel or craft designed to travel through air or space, including unmanned aerial vehicles (UAVs), drones, radio-controlled aircraft or other aerial devices;
  - b) hovercraft or watercraft or any other vessel or craft designed to float on or in, or travel through water other than hand-propelled watercraft; and/or
  - c) any railway, siding or rolling stock.

- 14 liability arising from any PRODUCTS which are, to YOUR knowledge, used:
  - a) in craft designed to travel through air, space or water and which affect or could affect the navigation, propulsion, safety, air worthiness or sea worthiness of the craft;
  - b) in connection with any power station or nuclear installation which affects or could affect the safety or operation of such installation;
  - c) in the pharmaceutical industry involving the manufacture or formulation of drugs or medical supplies; and/or
  - d) in or as medical equipment or devices for internal, invasive and/or critical use in or on the human body.
- 15 liability arising out of any activity involving prospecting, extraction or refining of liquid or gaseous fuel.
- 16 any EXCESS shown on YOUR schedule.

## **Special Condition**

The most WE will pay including COSTS will not exceed the limit of indemnity shown on YOUR schedule:

- 1 if any part of YOUR claim is for legal liability which arises; and/or
  - 2 for any action for damages brought;
- outside the United Kingdom, the Channel Islands, the Isle of Man or the European Union.

## **Warranties**

The warranties set out below and those applied by endorsement are particularly important to US. If YOU fail to comply with any of them and YOUR failure causes or contributes towards an insured loss YOU will lose YOUR right to indemnity or payments for that claim.

### **Use of Heat**

YOU warrant that if YOU use any electric, oxyacetylene or similar welding or cutting equipment, blow lamps, blow torches or similar equipment for the application of heat, YOU will ensure that the following precautions are put into effect each time such equipment is used:

- 1 make available for immediate use a suitable fire extinguisher which has been maintained;
- 2 where possible, move combustible material to at least 10 metres from the point of application of heat. Where this is not possible, use fire-resistant or purpose made blankets, drapes, shields or screens to protect the PROPERTY;
- 3 where the heat work is being carried out on combustible floors, protect them with fire-resistant materials;
- 4 complete a thorough inspection of the area where the work is to be carried out (including where possible, the other side of any wall or partition being worked upon) to ensure that there are no combustible materials which could be ignited by direct or conducted heat;
- 5 ensure all heat equipment is:
  - a) used in accordance with the manufacturer's instructions;
  - b) attended at all times while alight or in operating mode; and
  - c) extinguished immediately after use;
- 6 where the work involves the use of gas cylinders, keep those not required for immediate use outside the building in which the work is taking place, or at least 10 metres from the point of application of heat; and
- 7 carry out a thorough examination of the area where work was carried out one hour after completion of each period of work or stage of work involving the application of heat to ensure that there is no smouldering or lit material.

# Employers' Liability

Please refer to YOUR schedule to see if this is operative.

## Definitions

### COSTS

- 1 legal costs and expenses YOU incur with OUR prior consent to defend a claim which is insured under this section, on the basis that they are incurred before WE have paid or offered to pay the full amount of the claim;
- 2 legal costs recoverable from YOU by a claimant for a claim which is insured under this section;
- 3 legal costs and expenses for:
  - a) representation at any Coroner's Inquest or Fatal Inquiry; and/or
  - b) the defence of criminal proceedings brought against YOU for any breach or alleged breach of statutory duty, resulting in INJURY or DAMAGE to PROPERTY that may be the subject of a claim under this section.

Payment of COSTS for the defence of any EMPLOYEE will be made only at YOUR request.

### GEOGRAPHICAL LIMITS

- 1 the United Kingdom, the Channel Islands and the Isle of Man; or
- 2 worldwide where an EMPLOYEE is temporarily employed by YOU for not more than 60 consecutive days provided that:
  - a) the EMPLOYEE is ordinarily resident in the United Kingdom, the Channel Islands or the Isle of Man; or
  - b) the EMPLOYEE ordinarily undertakes their work for YOU at premises in the United Kingdom, the Channel Islands or the Isle of Man.

## The Cover

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages and COSTS for INJURY sustained by any EMPLOYEE provided that the INJURY:

- 1 arises out of and in the course of their employment by YOU in connection with YOUR BUSINESS; and
- 2 is caused by an occurrence during the PERIOD OF INSURANCE which takes place within the GEOGRAPHICAL LIMITS.

The most WE will pay including COSTS for any one claim or series of claims (regardless of the number of Claimants) arising directly or indirectly out of one occurrence is the limit of indemnity shown on YOUR schedule.

## Cover Extensions

### Corporate Manslaughter and Corporate Homicide Act

WE will indemnify YOU, or at YOUR request any EMPLOYEE, for legal costs and expenses incurred with OUR prior consent to defend a prosecution brought within the GEOGRAPHICAL LIMITS as a result of an offence or alleged offence under Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 in connection with YOUR BUSINESS.

Provided that:

- 1 the deceased is an EMPLOYEE;
- 2 YOUR liability for the death is insured under this section; and
- 3 the death is caused by an offence or alleged offence which occurs during the PERIOD OF INSURANCE and within the GEOGRAPHICAL LIMITS.

WE will not pay for the:

- 1 costs of prosecution awarded against any defendant;
- 2 costs of any expert witness unless WE have given OUR prior consent; and/or
- 3 costs arising from enforcement of remedial or publicity orders or any other action required to be taken by such orders.

### **Court Attendance Expenses**

If WE request any of the following people to attend Court as a witness in connection with a claim which is insured under this section, WE will pay:

- |   |                      |                      |
|---|----------------------|----------------------|
| 1 | YOU or YOUR director | £500 per day; and/or |
| 2 | any other EMPLOYEE   | £300 per day.        |

### **Cross liabilities**

If the policy is issued in joint names of more than one party this section will indemnify each party as if a separate policy had been issued to each of them provided that OUR liability to all parties indemnified will not exceed in total the limit of indemnity shown on YOUR schedule.

No indemnity is provided where liability is owed by one party named on YOUR schedule to another party named on YOUR schedule.

### **Health and Safety at Work Act**

WE will indemnify YOU, or at YOUR request any EMPLOYEE, for legal costs and expenses incurred with OUR prior consent to defend any criminal proceedings brought for a breach or alleged breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any regulations thereunder including COSTS incurred with OUR prior consent in an appeal against conviction arising from such proceedings.

Provided that the proceedings are brought within the GEOGRAPHICAL LIMITS and relate to:

- 1 the health, safety or welfare of an EMPLOYEE; and
- 2 an offence committed or alleged to have been committed within the GEOGRAPHICAL LIMITS during the PERIOD OF INSURANCE and in the course of YOUR BUSINESS.

WE will not pay for:

- 1 costs incurred to defend a prosecution where the charge includes a deliberate criminal act by YOU or any EMPLOYEE;
- 2 the cost of appeal against improvement or prohibition notices; and/or
- 3 the costs of investigation or inquiry other than where carried out on the instructions of a solicitor for the sole purpose of defending proceedings to which this cover extension applies.

### **Indemnity to Other Parties**

Where YOU would have been entitled to indemnity if the claim had been made against YOU:

- 1 WE will provide indemnity to YOUR legal personal representatives in the event of YOUR death; and
- 2 at YOUR request WE will provide indemnity to:
  - a) any officer or member of YOUR canteen, social, sports, educational and welfare organisations or fire, ambulance, first aid, medical or security services; or
  - b) any EMPLOYEE;in their respective capacities as such;
  - c) any principal for whom YOU are carrying out work under contract or agreement in the course of YOUR BUSINESS for liability arising out of the performance of such work by YOU;
  - d) the owner of plant hired in by YOU, but only to the extent required by the contract conditions; or
  - e) in the event of the death of any person specified in a) - d) above, the legal representative of the deceased person.

### **Injury to Working Partners or Proprietors**

WE will regard any working partner or proprietor of YOUR BUSINESS as an EMPLOYEE for INJURY they sustain while working in connection with YOUR BUSINESS.

Provided that the INJURY is caused by the negligence of another working partner, proprietor or EMPLOYEE in the course of YOUR BUSINESS.

### **Private Work**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages for INJURY sustained by an EMPLOYEE arising from the execution of private duties by that EMPLOYEE, for YOU or any of YOUR directors, within the GEOGRAPHICAL LIMITS.

## **Terrorism**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages for INJURY sustained by any EMPLOYEE which arises out of TERRORISM committed by a third party.

The most WE will pay including COSTS for any one claim or series of claims (regardless of the number of Claimants) arising directly or indirectly out of one occurrence is £5,000,000.

## **Unsatisfied Court Judgements**

If any EMPLOYEE or their personal representative obtains a court judgement within the United Kingdom, the Channel Islands, the Isle of Man or the European Union for damages for INJURY against any third party operating within the United Kingdom, the Channel Islands, the Isle of Man or the European Union and that judgement remains unpaid in whole or in part six months after the date of the award, WE will pay, at YOUR request, the amount of any unpaid damages and awarded costs to the EMPLOYEE or their personal legal representatives.

Provided that:

- 1 the INJURY occurred in the course of employment by YOU in connection with YOUR BUSINESS;
- 2 YOU are not the company or individual against whom the judgement has been made;
- 3 there is no appeal outstanding; and
- 4 before any payment is made under this cover extension, the EMPLOYEE or their personal legal representative will assign all the benefits and advantages of the judgement to US.

## **Exclusions**

WE will not pay for:

- 1 INJURY to any EMPLOYEE arising from the ownership, possession or use of any mechanically propelled vehicle or plant (including any attached trailer) by YOU or on YOUR behalf for which road traffic legislation requires compulsory motor insurance or security.
- 2 any action for damages brought against YOU in a country outside the United Kingdom, the Channel Islands, the Isle of Man or the European Union.
- 3 INJURY to any EMPLOYEE arising in connection with work on or at any:
  - a) power station or nuclear installation;
  - b) i. offshore oil/ gas installation; and/or  
ii. supply, support or accommodation vessel or structure relating to such an installation; or while travelling to or from them by sea or air;
  - c) chemical works;
  - d) aircraft, airport, airfield, airstrip, satellite, spacecraft, launch site, ship, dock, pier or wharf;
  - e) tower, steeple, chimney shaft, blast furnace, dam, canal, viaduct, bridge or tunnel;
  - f) underground mine or colliery; and/or
  - g) railways and associated equipment, or rolling stock.
- 4 liquidated damages, penalties, fines, aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- 5 INJURY to any EMPLOYEE arising out of any activity involving working on or processing asbestos or products made entirely or mainly of asbestos. This exclusion shall not apply provided that:
  - a) the discovery of asbestos by YOU or any EMPLOYEE is unintentional or accidental;
  - b) upon discovery of asbestos or products made entirely or mainly of asbestos all work stops immediately; and
  - c) an HSE-licensed asbestos removal contractor is employed as soon as possible to make safe the area in which the discovery is made. That contractor must have employers' liability and public liability insurance in force that provide limits of indemnity no less than those applicable to this policy and which do not exclude the work to be carried out.
- 6 INJURY to any EMPLOYEE arising out of any activity involving prospecting, extraction or refining of liquid or gaseous fuel.

## **Special Condition**

### **Right of Recovery**

This section is deemed to be in accordance with the provisions of any law relating to compulsory insurance for YOUR liability to EMPLOYEES within the GEOGRAPHICAL LIMITS. Where WE have paid an amount which WE would not have been liable to pay but for the provisions of such legislation, WE have the right to recover this amount from YOU.

# Environmental Liability

**YOUR Environmental Liability insurance does not cover certain activities. Please refer to Exclusion 1 and contact YOUR local office if further guidance is required.**

## Definitions

### ACTIVE ASBESTOS INCIDENT

A discharge, disposal, migration, release or escape of asbestos into the air as a result of asbestos abatement activities at the INSURED PREMISES that are performed:

- 1 by persons both licensed and qualified in such asbestos abatement activities; and
- 2 in accordance with applicable laws.

### BIODIVERSITY

Land, air, water, groundwater, drinking water supplies and fish, wildlife, biota and their habitats.

### BIODIVERSITY DAMAGE

INJURY to or DAMAGE sustained by or destruction of land, water, protected species or natural habitats for which YOU are legally responsible under:

- 1 The Environmental Damage (Prevention and Remediation) (England) Regulations 2009;
  - 2 The Environmental Damage (Prevention and Remediation) (Wales) Regulations 2009;
  - 3 The Environmental Damage (Prevention and Remediation) (Northern Ireland) Regulations 2009;
  - 4 The Environmental Liability (Scotland) Regulations 2009;
- as applicable and as amended.

### BIODIVERSITY SERVICE

The functions performed by a BIODIVERSITY for the benefit of other BIODIVERSITY or for the public.

### COMPENSATORY REMEDIATION COSTS

Reasonable expenses incurred to the extent required by ENVIRONMENTAL LAW in providing additional improvements to BIODIVERSITY at either the DAMAGED location or at an alternative location to compensate for the interim loss of BIODIVERSITY pending recovery through PRIMARY REMEDIATION COSTS or otherwise.

### COMPLEMENTARY REMEDIATION COSTS

Reasonable expenses incurred in providing BIODIVERSITY and/or BIODIVERSITY SERVICES to the extent required by ENVIRONMENTAL LAW as a consequence of the DAMAGED BIODIVERSITY not having been returned to the condition that would have existed at the time of the DAMAGE had the DAMAGE not occurred.

### COSTS

#### LEGAL COSTS and PROSECUTION COSTS

Payment of COSTS for the defence of any EMPLOYEE will be made only at YOUR request at OUR discretion.

### COVERED OPERATION

Operations performed by YOU or on YOUR behalf in connection with YOUR BUSINESS at locations owned or occupied by YOUR customer.

### ENVIRONMENTAL DAMAGE

Environmental Damage shall have the definition specifically provided in:

- 1 The Environmental Damage (Prevention and Remediation) (England) Regulations 2009;
  - 2 The Environmental Damage (Prevention and Remediation) (Wales) Regulations 2009;
  - 3 The Environmental Damage (Prevention and Remediation) (Northern Ireland) Regulations 2009;
  - 4 The Environmental Liability (Scotland) Regulations 2009;
- as applicable and as amended.

### ENVIRONMENTAL LAW

Any law governing YOUR liability with respect to POLLUTION CONDITIONS or ENVIRONMENTAL DAMAGE.



#### FLY TIPPING

The unauthorised dumping of waste on the INSURED PREMISES or at the site of any COVERED OPERATION not licensed to receive it.

#### FUNGI

Any type or form of fungus including mould or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.

#### INSURED PREMISES

The premises shown:

- 1 on YOUR schedule under any other section insured by this policy; and/or
- 2 in the Insured Premises endorsement.

#### LEGAL COSTS

All costs and expenses that YOU incur with OUR prior written consent, to defend a civil claim which is covered by this section. Such costs are to be paid at OUR discretion, taking into account the prospects of YOUR defence succeeding.

The following are excluded:

- 1 PROSECUTION COSTS;
- 2 costs incurred in connection with any regulatory or criminal proceedings.

#### PASSIVE ASBESTOS EXPOSURE

Exposure to asbestos or asbestos containing materials other than as a result of any asbestos abatement activities or other deliberate removal or disturbance activities at the INSURED PREMISES.

#### POLLUTION CONDITION

The discharge, dispersal, release, escape, migration or seepage in, on or under land, structures thereon, the atmosphere, surface water or groundwater of any solid, liquid, gaseous or thermal irritant, pollutant or contaminant including smoke, soot, vapours, fumes, acids, alkalis, chemicals, FUNGI, hazardous substances, hazardous materials and waste materials.

#### PRIMARY REMEDIATION COSTS

Reasonable expenses incurred with OUR written consent in the investigation quantification monitoring abatement removal disposal treatment neutralisation or immobilisation of POLLUTION CONDITIONS to the extent required by ENVIRONMENTAL LAW including:

- 1 reasonable legal costs incurred with OUR written consent; and
- 2 expenses necessarily incurred in the repair or replacement of PROPERTY due to DAMAGE sustained in the course of responding to a POLLUTION CONDITION other than expenses incurred in respect of any improvements or betterments.

#### PRODUCTS

Any commodities or goods (including packaging, containers, instructions for use and labels) sold, supplied, manufactured, tested, altered, constructed, erected, installed, treated, planted, repaired, serviced, processed, stored, handled or transported by YOU or on YOUR behalf in the course of YOUR BUSINESS where the work undertaken by YOU or on YOUR behalf does not involve installation, construction, erection or alteration of such goods at the site of THE WORKS.

#### PROPERTY DAMAGE

DAMAGE to PROPERTY, loss of use of PROPERTY which is not physically damaged, reduction in value of PROPERTY of a third party, or BIODIVERSITY DAMAGE.

#### PROSECUTION COSTS

All costs and expenses that YOU incur with OUR prior written consent to:

- 1 defend criminal proceedings brought against YOU by an environmental regulator for any breach of statutory duty, resulting in accidental INJURY or DAMAGE to PROPERTY covered by this section.
- 2 represent YOU at a Coroner's Inquest or Fatal Inquiry for any breach of statutory duty, resulting in accidental INJURY or DAMAGE to PROPERTY covered by this section.

Cover for PROSECUTION COSTS is provided at OUR discretion, taking into account the prospects of successfully defending the relevant proceedings or securing a favourable finding at a Coroner's Inquest or Fatal Inquiry and/or any subsequent claim which may be presented in respect of the relevant proceedings and which may be covered by this section.

PROSECUTION COSTS does not include:

- 1 LEGAL COSTS.
- 2 YOUR liability to pay or contribute towards court costs or the court costs of the prosecuting agency or environmental regulator.

#### REGULATORY ACTION

Any action taken or any liability imposed by any REGULATORY AUTHORITY under ENVIRONMENTAL LAW.

#### REGULATORY AUTHORITY

Any legal body, authority, agency or other person and/or any court of law or tribunal in each case having authority under ENVIRONMENTAL LAW.

#### REMEDATION COSTS

- 1 PRIMARY REMEDIATION COSTS
- 2 COMPLEMENTARY REMEDIATION COSTS
- 3 COMPENSATORY REMEDIATION COSTS.

#### RESPONSIBLE OFFICIAL

The EMPLOYEE, officer or partner who is or was responsible for environmental matters, control or compliance at the INSURED PREMISES or COVERED OPERATION.

#### RETROACTIVE DATE

The inception date of this cover is shown on YOUR schedule and will remain unaltered during the currency of this insurance.

In respect of any INSURED PREMISES added subsequent to the inception date stated in the above paragraph the retroactive date will be the date on which WE accepted the INSURED PREMISES in writing.

If YOU provide evidence that YOU previously purchased and continuously maintained Environmental Liability Insurance which is materially the same as the cover provided by this section in respect of the INSURED PREMISES from another insurer the retroactive date will be the inception date of that earlier insurance.

#### THE WORKS

Permanent and temporary works undertaken by YOU in the course of YOUR BUSINESS including:

- 1 materials intended for incorporation within them;
  - 2 temporary works and temporary buildings; and
  - 3 plant, tools and equipment;
- for use in connection with the works.

#### TRANSPORTATION

The movement of YOUR products or waste by a person or entity other than YOU engaged in the business of transporting property, until such products or waste arrive at the boundaries of their final destination.

### **The Cover**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages for:

- 1 accidental INJURY to any person;
  - 2 PROPERTY DAMAGE;
  - 3 trespass, nuisance or obstruction; and/or
  - 4 BIODIVERSITY DAMAGE;
- arising out of any POLLUTION CONDITION or ENVIRONMENTAL DAMAGE:
- 1 on, at, under or migrating from the INSURED PREMISES;
  - 2 which results from any COVERED OPERATION; or
  - 3 which is caused by YOUR products or waste during TRANSPORTATION.

Provided that the claim is made against YOU during the PERIOD OF INSURANCE and notified to US during the same PERIOD OF INSURANCE or within 60 days of its expiry.

Where YOU make a claim that is covered by this section, WE will also pay on YOUR behalf:

- 1 COSTS; and
- 2 REMEDIATION COSTS that YOU are ordered to pay by an environmental REGULATORY AUTHORITY.

The most WE will pay for all damages, COSTS and REMEDIATION COSTS arising from, out of, or in connection with any one source or original cause will be limit of indemnity shown on YOUR schedule.

## **Cover Extensions**

These cover extensions will apply only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the limits, conditions and exclusions of this section and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

## **Court Attendance Expenses**

If WE request any of the following people to attend Court as a witness in connection with a claim which is insured under this section, WE will pay:

- |   |                      |                      |
|---|----------------------|----------------------|
| 1 | YOU or YOUR director | £500 per day; and/or |
| 2 | any other EMPLOYEE   | £300 per day.        |

## **Cross Liabilities**

If the policy is issued in joint names of more than one party this section will indemnify each party as if a separate policy had been issued to each of them provided that OUR liability to all parties indemnified will not exceed in total the limit of indemnity shown on YOUR schedule.

## **Indemnity to Other Parties**

Where YOU would have been entitled to indemnity if the claim had been made against YOU:

- 1 WE will provide indemnity to YOUR legal personal representatives in the event of YOUR death;
- 2 at YOUR request WE will provide indemnity to:
  - a) any officer or member of YOUR canteen, social, sports, educational and welfare organisations or fire, ambulance, first aid, medical or security services; or
  - b) any of YOUR directors or EMPLOYEES;  
in their respective capacities as such;
  - c) any principal for whom YOU are carrying out work under contract or agreement in the course of YOUR BUSINESS for liability arising out of the performance of such work by YOU;
  - d) the owner of plant hired in by YOU, but only to the extent required by the contract conditions; or
  - e) in the event of the death of any person specified in a) - d) above, the legal representative of the deceased person.

## **Mitigation costs**

If YOU discover a POLLUTION CONDITION or ENVIRONMENTAL DAMAGE on the INSURED PREMISES arising from an accidental and unforeseeable event, WE will pay any reasonable expenses incurred by YOU solely to avert and/or minimise the imminent risk of a liability which would be covered by this section. Such expenses incurred will be payable only with OUR prior consent.

## **Exclusions**

WE will not pay for:

- 1 liability arising from the following activities undertaken by YOU or persons present on the INSURED PREMISES with YOUR permission: abstraction and supply of potable water, clothing dying and cleaning, ferrous and non-ferrous metal smelting and extraction, sale, supply and distribution of fuel (other than solid fuels), mining and quarrying, steel milling, any speculative property developing where there is no principal or any development activity on Brownfield sites, activities with waste that require a licence, permit or exemption, waste disposal contracting, transport of waste, landfilling, treatment of water or waste.
- 2 INJURY to any EMPLOYEE.
- 3 liability arising out of or related in any way to:
  - a) asbestos or asbestos containing materials; or
  - b) lead or lead-containing materials;  
on or in structures.

This exclusion does not apply:

- a) in respect of INJURY or COSTS resulting from:
    - i. a PASSIVE ASBESTOS EXPOSURE; or
    - ii. an ACTIVE ASBESTOS INCIDENT that is migrating from the boundaries of the INSURED PREMISES. Provided that the PASSIVE ASBESTOS EXPOSURE or ACTIVE ASBESTOS INCIDENT giving rise to the claim must start after the RETROACTIVE DATE;
  - b) to abatement work performed on YOUR behalf by a subcontractor who holds a valid certificate authorising them to carry out such work and has valid insurance in respect of liability arising from such work; and/or
  - c) the inadvertent disturbance of lead-based paint and/or materials containing asbestos during the course of performing COVERED OPERATIONS.
- 4 DAMAGE to, loss of use of, or reduction in value of:
- a) PROPERTY belonging to or in the custody or control of YOU or any EMPLOYEE or YOUR agent; or
  - b) INSURED PREMISES or COVERED OPERATION including land or contents leased, let, rented or hired to YOU in connection with YOUR BUSINESS.
- This exclusion does not apply to REMEDIATION COSTS.
- 5 liability arising from a POLLUTION CONDITION or ENVIRONMENTAL DAMAGE which commenced prior to the RETROACTIVE DATE.
- 6 liquidated damages, penalties, fines, aggravated damages, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- 7 liability arising from the intentional disregard of or knowing wilful or deliberate non-compliance with any statute, regulation, administrative complaint, notice of violation, notice letter, instruction of any REGULATORY AUTHORITY or executive judicial or administrative order by YOU or by a RESPONSIBLE OFFICIAL.
- 8 claims which are the subject of indemnity under the Public Liability or Property Owners' Liability cover of the Liability Insurance, or would be but for the limit of indemnity applicable thereto.
- 9 the escape of any substance from a store including reservoirs, tanks and lagoons and/or their associated piping and appurtenance, where:
- a) more than 10% of such store is below ground; and
  - b) YOU knew about the presence of such tank.
- 10 liability arising:
- a) from professional advice or professional services given by YOU for a fee;
  - b) from the design, plan, formula or specification of PRODUCTS or work for a fee; and/or
  - c) out of medical or veterinary treatment (other than first aid) or the dispensing of medicines or drugs.
- 11 liability arising from FLY TIPPING.
- 12 liability arising out of or in any way related to PRODUCTS other than:
- a) PRODUCTS remaining in YOUR custody or control; or
  - b) any food or drink sold or supplied to visitors for consumption on YOUR premises.
- 13 claims if the Public Liability or Property Owners' Liability cover under the Liability Insurance is subject to a Pollution Exclusion Endorsement.
- 14 claims made against YOU in any country outside the United Kingdom, the Channel Islands or the Isle of Man in which YOU occupy premises or are represented by any resident EMPLOYEE or holder of YOUR power of attorney.

- 15 liability arising from the ownership, possession or use of any mechanically propelled vehicle or plant (including attached trailers) by YOU or on YOUR behalf:
  - a) for which road traffic legislation requires compulsory insurance or security; and/or
  - b) where indemnity is provided by another insurance policy.

Where there is no indemnity provided by another policy this exclusion will not apply to:

  - a) loading and unloading;
  - b) liability arising solely from the use as a tool of trade unless compulsory motor insurance or security is not required; or
  - c) the contingent motor liability or movement of obstructing vehicles cover extensions.
- 16 liability arising from the ownership, possession or use by YOU or on YOUR behalf of:
  - a) any vessel or craft designed to travel through air or space, including unmanned aerial vehicles (UAVs), drones, radio-controlled aircraft and other aerial devices;
  - b) hovercraft or watercraft or any other vessel or craft designed to float on or in, or travel through water other than hand-propelled watercraft; and/or
  - c) any railway, siding or rolling stock.
- 17 liability which arises solely due to a contract or agreement other than:
  - a) liability imposed by a tenancy agreement following the Model Clauses of the Agricultural Holdings Act 1986;
  - b) liability arising from any condition or warranty of goods implied by law; or
  - c) liability assumed under the terms of any contract for:
    - i. the construction, alteration, repair or renovation of PROPERTY or the installation of anything in such PROPERTY; or
    - ii. INJURY or DAMAGE to PROPERTY other than THE WORKS arising in connection with any contract described in i. above.
- 18 any EXCESS shown on YOUR schedule.
- 19 liability arising in connection with work on or at any:
  - a) power station or nuclear installation;
  - b) i. offshore oil/ gas installation; and/or
  - ii. supply, support or accommodation vessel or structure relating to such an installation; or while travelling to or from them by sea or air;
  - c) chemical works;
  - d) aircraft, airport, airfield, airstrip, satellite, spacecraft, launch site, ship, dock, pier or wharf;
  - e) tower, steeple, chimney shaft, blast furnace, dam, canal, viaduct, bridge or tunnel;
  - f) underground mine or colliery; and/or
  - g) railways and associated equipment, or rolling stock.
- 20 liability arising out of any activity involving prospecting, extraction or refining of liquid or gaseous fuel.
- 21 liability, in connection with YOUR farming and growing activities only, arising from:
  - a) the production, supply or presence on YOUR premises of any genetically modified crop, where liability may be attributed directly or indirectly to the genetic characteristics of such crop;
  - b) the spread or threat of spread of genetically modified organism characteristics; and/or
  - c) any change to the environment arising from research into, testing of or production of genetically modified organisms.
- 22 liability in connection with communicable diseases based upon or arising from exposure to infected individuals or animals or contact with bodily fluids of infected individuals or animals. This exclusion applies in addition to General Exclusion 5.
- 23 liability arising from invasive plant species, including but not limited to, Giant Hogweed, Himalayan Balsam, Japanese Knotweed and Water Primrose.

## **Special Conditions**

### **Claims Requirement**

YOU will not incur any REMEDIATION COSTS without OUR written consent, except in the event of an imminent and substantial threat to human health or the environment.

### **Inspection and Audit**

WE will have the right but not the duty to inspect the INSURED PREMISES or COVERED OPERATION and to take samples therefrom. Such right and any resultant findings will not imply that such INSURED PREMISES or COVERED OPERATION are safe or in compliance with any law.

### **Previous Notifications**

If YOU notify US of any facts, circumstances or events relating to the same originating source or cause which YOU have notified to US previously, the notification shall be deemed to have been made on the date of the previous notification.

# Commercial Legal Expenses

## Definitions

### ACAS

Advisory Conciliation and Arbitration Service.

### COSTS AND EXPENSES

- 1 All reasonable and necessary costs chargeable by the REPRESENTATIVE and agreed by DAS in accordance with the DAS STANDARD TERMS OF APPOINTMENT.
- 2 The costs incurred by opponents in civil cases if the INSURED PERSON has been ordered to pay them, or the INSURED PERSON pays them with DAS's agreement.

### COUNTRIES COVERED

- 1 For Legal Defence cover (excluding 5 - Statutory Notice Appeals) and Bodily Injury cover:  
The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Monaco, Montenegro, North Macedonia, Norway, San Marino, Serbia, Switzerland and Turkey.
- 2 For all other covers:  
The United Kingdom of Great Britain, Northern Ireland, the Isle of Man, and the Channel Islands.

### DAS

DAS Legal Expenses Insurance Company Limited which administers the independent claims handling service on OUR behalf.

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

### DAS LAW

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority.

### DAS STANDARD TERMS OF APPOINTMENT

The terms and conditions (including the amount DAS will pay to a REPRESENTATIVE) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).

### DATE OF OCCURRENCE

- 1 For civil cases (other than under Contract Disputes and Tax Protection), the date of occurrence is the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date YOU or an INSURED PERSON first became aware of it);
- 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 Contract Disputes, the date of occurrence is when the INSURED PERSON could reasonably be expected to become aware of the breach of contract;
- 4 For TAX ENQUIRIES, the date of occurrence is when HM Revenue & Customs first notifies in writing the intention to make enquiries;
- 5 For EMPLOYER COMPLIANCE DISPUTES and VAT DISPUTES, the date of occurrence is when the HM Revenue & Customs sends YOU an assessment or written decision;
- 6 For Statutory Notice Appeals, the date when the INSURED PERSON is issued with the relevant notice and has the right to appeal;
- 7 For Statutory Licence Appeal, the date when YOU first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel YOUR licence, mandatory registration or British Standard Certificate of Registration;
- 8 For Public Rights of Way, the date when YOU first became aware of the definitive map modification order made by a surveying authority.

#### EMPLOYER COMPLIANCE DISPUTE

A dispute with HM Revenue & Customs concerning YOUR compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.

#### INSURED PERSON

YOU and YOUR directors, partners, managers and EMPLOYEES.

#### PREFERRED LAW FIRM or TAX CONSULTANCY

A law firm, barristers' chambers or tax expert DAS chooses to provide legal services. These specialists are chosen as they have the proven expertise to deal with YOUR claim and must comply with DAS's agreed service standard levels, which DAS audits regularly. They are appointed according to the DAS STANDARD TERMS OF APPOINTMENT.

#### REASONABLE PROSPECTS

- 1 For civil cases, the prospects that the INSURED PERSON will recover losses or damages (or obtain any other legal remedy that DAS has agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. DAS, or a PREFERRED LAW FIRM or a TAX CONSULTANCY on their behalf, will assess what the prospects of success are;
- 2 For criminal cases there is no requirement for there to be prospects of a successful outcome, however for appeals the prospects must be at least 51%.

#### REPRESENTATIVE

The PREFERRED LAW FIRM, law firm, TAX CONSULTANCY, accountant or other suitably qualified person DAS will appoint to act on the INSURED PERSON'S behalf.

#### TAX ENQUIRY

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

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

#### VAT DISPUTE

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



## The Cover

WE agree to provide the insurance described in this section for YOU (or where specified the INSURED PERSON) in respect of any insured incident arising in connection with the BUSINESS shown in YOUR schedule, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy, provided that:

- 1 REASONABLE PROSPECTS exist for the duration of the claim;
- 2 the DATE OF OCCURRENCE of the insured incident is during the PERIOD OF INSURANCE;
- 3 any legal proceedings will be dealt with by a court, or other body which DAS agrees to, within the COUNTRIES COVERED, and
- 4 the insured incident happens within the COUNTRIES COVERED.

WE will pay:

- 1 a REPRESENTATIVE, on YOUR behalf, COSTS AND EXPENSES incurred following an insured incident, and any compensation awards that DAS has agreed to, provided that:
  - a) the most WE will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is shown as the limit of indemnity on YOUR schedule;
  - b) in respect of an appeal or the defence of an appeal, YOU must tell DAS within the time limits allowed that YOU want to appeal. Before WE pay the COSTS AND EXPENSES for appeals, DAS must agree that REASONABLE PROSPECTS exist;
  - c) for an enforcement of judgment to recover money and interest due to YOU after a successful claim under this policy, DAS must agree that REASONABLE PROSPECTS exist;
  - d) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most WE will pay in COSTS AND EXPENSES is the value of the likely award;
  - e) in respect of Legal Defence, section 6, Jury service and court attendance, the maximum WE will pay is the INSURED PERSON'S net salary or wages for the time that the INSURED PERSON is absent from work less any amount the court pays;
  - f) the most WE will pay in any one PERIOD OF INSURANCE in respect of compensation awards under insured incident Compensation awards is £1,000,000.

## Covers

### Employment Disputes and Compensation Awards

#### Employment Disputes

WE will pay COSTS AND EXPENSES to defend YOUR legal rights:

- 1 before the issue of legal proceedings in a court or tribunal following the dismissal of an EMPLOYEE;
- 2 in unfair dismissal disputes under the ACAS Arbitration Scheme; or
- 3 in legal proceedings in respect of any dispute with:
  - a) a contract of employment with YOU; or
  - b) an alleged breach of the statutory rights of an EMPLOYEE, prospective EMPLOYEE or ex-EMPLOYEE under employment legislation.

WE will not pay for any claim relating to the following:

- 1 unless equivalent Legal Expenses insurance was continuously in force immediately prior to the inception of this section:
  - a) any employment dispute where the cause of action arises within the first 90 days of the indemnity provided by this section;
  - b) 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 this section if the DATE OF OCCURRENCE was within the first 180 days of the indemnity provided by this section;
  - c) any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the indemnity provided by this section;
  - d) damages for personal injury or loss of or damage to PROPERTY; and/or
  - e) Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.

### **Compensation Awards**

WE will pay:

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

in respect of a claim DAS have accepted under Employment Disputes.

Provided that:

- 1 in cases relating to performance and/or conduct, YOU have throughout the employment dispute either:
  - a) followed the ACAS Code of Disciplinary and Grievance Procedures; or
  - b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
  - c) sought and followed advice from DAS LAW's legal advice service;
- 2 for an order of compensation following YOUR breach of statutory duty under employment legislation YOU have at all times sought and followed advice from DAS LAW's legal advice service since the date when YOU should have known about the employment dispute;
- 3 for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, YOU have sought and followed advice from DAS' Claims Department before starting any redundancy process or procedure with YOUR EMPLOYEES;
- 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 DAS.

Provided that the total of the compensation awards payable by US will not exceed £1,000,000 in any one PERIOD OF INSURANCE.

For provisos 1c), 2 and 3 above YOU can telephone DAS on 0117 934 0571.

WE will not pay for:

- 1 any compensation award relating to the following:
  - a) trade union activities, trade union membership or non-membership;
  - b) pregnancy or maternity rights, paternity, parental or adoption rights;
  - c) health and safety related dismissals brought under section 44 of the Employment Rights Act 1996; and/or
  - d) statutory rights in relation to trustees of occupational pension schemes;
- 2 non-payment of money due under the relevant contract of employment or statutory provision;
- 3 any award ordered because YOU have failed to provide relevant records to EMPLOYEES under the National Minimum Wage laws; and/or
- 4 a compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.

### **Employee Civil Legal Defence**

WE will pay:

COSTS AND EXPENSES to defend the INSURED PERSON'S (other than YOUR) legal rights if an event arising from their work as an EMPLOYEE leads to civil action being taken against them:

- a) under legislation for unlawful discrimination; or
- b) as a trustee of a pension fund set up for the benefit of YOUR EMPLOYEES;

WE will only provide cover for an INSURED PERSON (other than YOU) at YOUR request.

### **Service Occupancy**

WE will pay:

COSTS AND EXPENSES to pursue a dispute with an EMPLOYEE or ex-EMPLOYEE to recover possession of PREMISES owned by, or for which YOU are responsible.

WE will not pay for:

- 1 any claim relating to defending YOUR legal rights other than defending a counter-claim.

## Legal Defence

WE will pay COSTS AND EXPENSES to defend the INSURED PERSON's legal rights relating to the following:

- 1 Criminal pre-proceedings cover  
Prior to the issue of legal proceedings when dealing with the police, Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that the INSURED PERSON has or may have committed a criminal offence.
- 2 Criminal prosecution defence  
Following an event which leads to the INSURED PERSON being prosecuted in a court of criminal jurisdiction.
- 3 Data Protection

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

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

Provided that:

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

Please note WE will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body. Please see Special Exclusions 3) - Court awards and fines.

- 4 Wrongful arrest  
If civil action is taken against YOU for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the PERIOD OF INSURANCE.
- 5 Statutory Notice Appeals  
In an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting YOUR BUSINESS.
- 6 Jury service and court attendance  
An INSURED PERSON'S absence from work:
  - a) to perform jury service; or
  - b) to attend any court or tribunal at the request of the REPRESENTATIVE.The maximum WE will pay is the INSURED PERSON'S net salary or wages for the time that they are absent from work less any amount YOU, the court or tribunal, have paid them.

Provided that:

- 1 for claims relating to the Health and Safety at Work etc Act 1974, the COUNTRIES COVERED shall be any place where the Act applies;
- 2 prior to the DATE OF OCCURRENCE, YOU have registered with the Information Commissioner in respect of insured incident '3) Data Protection'; and
- 3 YOU request DAS to provide cover for the INSURED PERSON.

WE will not pay for:

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

Exclusion 1 applies to sections 1) and 2) of the Legal Defence cover.

WE will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the BUSINESS shown in YOUR schedule.

Please see paragraph 1 of 'The Cover' at the beginning of the Commercial Legal Expenses section.

WE will not pay for any claim related to the following:

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

Exclusions 2 and 3 apply to section 3) of the Legal Defence cover.

WE will not pay for any claim related to the following:

- 4 an appeal against the imposition or terms of any Statutory Notice issued in connection with YOUR licence, mandatory registration or British Standard Certificate of Registration; and/or
- 5 a Statutory Notice issued by an INSURED PERSON'S regulatory or governing body.

Exclusions 4 and 5 apply to section 5) of the Legal Defence cover.

## **Statutory Licence Appeal**

WE will pay:

COSTS AND EXPENSES for an appeal to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel YOUR licence, mandatory registration or British Standard Certificate of Registration.

WE will not pay for a claim relating to the following:

- 1 the original application or renewal application of a statutory licence, mandatory registration or British Standard Certificate of Registration; and/or
- 2 the ownership, driving or use of a motor vehicle.

## **Contract Disputes**

WE will pay:

- 1 COSTS AND EXPENSES relating to a contractual dispute arising from an agreement or an alleged agreement which has been entered into by YOU or on YOUR behalf for the purchase, hire, sale or provision of goods, services or the lease, licence or tenancy of land or buildings.

Provided that:

- 1 the amount in dispute exceeds £500;
- 2 if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £500; and
- 3 if the dispute relates to money owed to YOU, a claim under the section is made within 90 days of the money becoming due and payable.

WE will not pay for:

- 1 any EXCESS shown on YOUR schedule;
- 2 a dispute arising from an agreement entered into prior to the start of the policy if the DATE OF OCCURRENCE is within the first 90 days of the cover provided by the policy, unless equivalent legal expenses insurance was in force immediately before.
- 3 any claim relating to:
  - a) the settlement payable under an insurance policy;
  - b) a loan, mortgage, pension, investment or borrowing; and/or
  - c) a motor vehicle owned by, or hired or leased to YOU other than agreements relating to the sale of motor vehicles where YOU are engaged in the business of selling motor vehicles;
- 4 a dispute with an EMPLOYEE or ex-EMPLOYEE which arises out of, or relates to, a contract of employment with YOU;
- 5 a dispute arising from or relating to the renewal of a lease or tenancy agreement, or a rent review;
- 6 a dispute which arises out of the:
  - a) sale or provision of computer hardware, software, systems or services; or
  - b) purchase or hire of computer hardware, software, systems or services, tailored by a supplier to YOUR own specification;
- 7 a dispute arising from a breach or alleged breach of professional duty by an INSURED PERSON; and/or
- 8 the recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

## **Debt Recovery**

WE will pay:

- 1 COSTS AND EXPENSES relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgments.

Provided that:

- 1 the debt exceeds £200 (incl VAT);
- 2 YOU have exhausted all YOUR credit control procedures before YOU report the claim; and
- 3 DAS have the right to select the method of enforcement, or to forego enforcing judgment if DAS are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

WE will not pay for:

- 1 any debt arising from an agreement entered into prior to the start of the policy if the debt is due within the first 90 days of the cover provided by the policy, unless equivalent legal expenses insurance was in force immediately before.
- 2 WE will not pay any claim relating to the following:
  - a) the settlement payable under an insurance policy;
  - b) the sale, purchase, terms of a lease, licence, or tenancy of land or buildings;
  - c) a loan, mortgage, pension, guarantee or any other financial product; and/or
  - d) a motor vehicle owned by, or hired or leased to YOU other than agreements relating to the sale of motor vehicles where YOU are engaged in the business of selling motor vehicles;
- 3 a dispute 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 indicates that a defence exists; and/or
- 5 any dispute which arises from debts YOU have purchased from a third party.

## **Property Protection**

WE will pay:

COSTS AND EXPENSES relating to a civil dispute relating to PROPERTY which is owned by YOU, or is YOUR responsibility, following:

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

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

WE will not pay for any claim relating to:

- 1 a contract YOU have entered into;
- 2 goods in transit or goods lent or hired out;
- 3 goods at PREMISES other than those occupied by YOU unless the goods are at such PREMISES for the purpose of installations or use in work to be carried out by YOU;
- 4 mining subsidence;
- 5 defending YOUR legal rights other than in defending a counter-claim;
- 6 a motor vehicle owned or used by, or hired or leased to an INSURED PERSON (other than damage to motor vehicles where YOU are engaged in the business of selling motor vehicles);
- 7 the enforcement of a covenant by or against YOU; and/or
- 8 the first £250 of any claim for legal nuisance or trespass. This is payable by YOU as soon as WE accept the claim.

## **Public Rights of Way**

WE will pay:

COSTS AND EXPENSES when opposing a definitive map modification order made by a surveying authority under s.53 (2) Wildlife and Countryside Act 1981.

## **Bodily Injury**

WE will pay:

- 1 at YOUR request, COSTS and EXPENSES for an INSURED PERSON'S and their family members' legal rights following a specific or sudden accident that causes the death of, or bodily injury to them.

WE will not pay for any claim relating to:

- 1 any bodily injury which develops gradually;
- 2 psychological injury or mental illness unless the condition is caused by a specific or sudden accident; and/or
- 3 defending an INSURED PERSON'S or their family members' legal rights other than in defending a counter claim.

## **Tax Protection**

WE will pay COSTS AND EXPENSES in respect of:

- 1 a TAX ENQUIRY
- 2 an EMPLOYER COMPLIANCE DISPUTE; and/or
- 3 a VAT DISPUTE

Provided that in respect of any Tax Protection cover, YOU have taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.

WE will only cover tax claims which arise in direct connection with the activities of the BUSINESS shown in YOUR schedule. Please see paragraph 1 of 'The Cover' at the beginning of the Commercial Legal Expenses section.

WE will not pay for COSTS AND EXPENSES in respect of:

- 1 any claim arising from a tax avoidance scheme;
- 2 any claim caused by YOUR failure to register for Value Added Tax or Pay As You Earn;
- 3 any investigation or enquiries undertaken by HM Revenue & Customs Special Investigation Section or Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or the Revenue & Customs Prosecutions Office;
- 4 any claim arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences; and/or
- 5 any claim relating to import or excise duties and import VAT.

## Special Exclusions

WE will not pay:

**1 Late reported claims**

A claim where YOU have failed to notify DAS of the insured incident within a reasonable time of it happening and where this failure adversely affects the REASONABLE PROSPECTS of a claim or DAS considers OUR position has been prejudiced.

**2 Costs DAS have not agreed**

COSTS AND EXPENSES incurred before DAS's written acceptance of a claim.

If COSTS AND EXPENSES are incurred WE will not pay these unless DAS subsequently agree. Where DAS have agreed to pay such COSTS AND EXPENSES, WE will only pay those costs which have been reasonably incurred by the lawyer, accountant or other suitably qualified person YOU have appointed. Under the terms of this section, COSTS AND EXPENSES will be paid on the basis of the DAS STANDARD TERMS OF APPOINTMENT.

**3 Court awards and fines**

Fines, penalties, compensation or damages that a court or other authority orders YOU to pay, other than compensation awards under insured incidents EMPLOYMENT DISPUTES AND COMPENSATION AWARDS and LEGAL DEFENCE.

**4 Legal action DAS has not agreed to**

Any legal action YOU take that DAS or the REPRESENTATIVE have not agreed to, or where YOU do anything that hinders DAS or the REPRESENTATIVE.

**5 Intellectual property rights**

Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.

**6 Deliberate acts**

Any insured incident deliberately or intentionally caused by YOU.

**7 Franchise or agency agreements**

Any claim relating to rights under a franchise or agency agreement entered into by YOU.

**8 Defamation**

Any claim relating to written or verbal remarks that damage YOUR reputation.

**9 A dispute with US or DAS**

A dispute with US or DAS, not otherwise dealt with under the Complaints section of YOUR policy.

**10 Shareholding or partnership disputes**

Any claim relating to a shareholding or partnership share in the BUSINESS shown in YOUR schedule.

**11 Judicial review**

COSTS AND EXPENSES arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

**12 Claims under this section of the policy by a third party**

Apart from US, YOU are the only person who may enforce all or any part of this cover of YOUR policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this cover of YOUR policy in relation to any third-party rights or interest.

**13 Litigant in person**

Any claim where YOU are not represented by a PREFERRED LAW FIRM, law firm, barrister or tax expert.

## **14 Bankruptcy**

Any claim where either at the start of, or during the course of a claim, YOU:

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

This Special Exclusion does not apply to the covers of EMPLOYMENT DISPUTES AND COMPENSATION AWARDS and LEGAL DEFENCE.

## **Special Conditions**

### **1 Your legal representation**

- a) On receiving a claim, if legal representation is necessary, DAS will appoint a PREFERRED LAW FIRM or in-house lawyer as the INSURED PERSON'S REPRESENTATIVE to deal with the claim. They will try to settle the INSURED PERSONS claim by negotiation without having to go to court. However the INSURED PERSON may choose a law firm to act as their REPRESENTATIVE;
- b) DAS will choose the REPRESENTATIVE to represent YOU in any proceedings where WE are liable to pay a compensation award;
- c) if an INSURED PERSON chooses a law firm as their REPRESENTATIVE who is not a PREFERRED LAW FIRM or DAS LAW, the law firm must agree to the DAS STANDARD TERMS OF APPOINTMENT; and
- d) the REPRESENTATIVE must co-operate with US at all times and must keep US up to date with the progress of the claim.

### **2 Your responsibilities**

- a) The INSURED PERSON must co-operate fully with US and the REPRESENTATIVE; and
- b) the INSURED PERSON must give the REPRESENTATIVE any instructions that WE ask them to.

### **3 Offers to settle a claim**

- a) An INSURED PERSON must tell DAS if anyone offers to settle a claim. An INSURED PERSON must not negotiate or agree to a settlement without DAS's 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; and
- c) WE may decide to pay an INSURED PERSON the reasonable value of the claim, instead of starting or continuing legal action. In these circumstances the INSURED PERSON must allow DAS to take over and pursue or settle any claim in their name. The INSURED PERSON must also allow DAS to pursue at their own expense and for OUR own benefit, any claim for compensation against any other person and the INSURED PERSON must give DAS all the information and help that DAS need to do so.

### **4 Assessing and recovering costs**

- a) The INSURED PERSON must instruct the REPRESENTATIVE to have COSTS AND EXPENSES taxed, assessed or audited if DAS ask for this; and
- b) the INSURED PERSON must take every step to recover COSTS AND EXPENSES and court attendance and jury service expenses that WE have to pay and must pay US any amounts that are recovered.

### **5 Cancelling a REPRESENTATIVE'S appointment**

If the REPRESENTATIVE refuses to continue acting for an INSURED PERSON with good reason, or if the INSURED PERSON dismisses the REPRESENTATIVE without good reason, the cover WE provide will end immediately, unless DAS agree to appoint another REPRESENTATIVE.

### **6 Withdrawing cover**

If an INSURED PERSON settles or withdraws a claim without DAS's agreement, or does not give suitable instructions to the REPRESENTATIVE, WE can withdraw cover and will be entitled to reclaim from the INSURED PERSON any COSTS AND EXPENSES WE have paid.



## **7 Expert opinion**

DAS may require the INSURED PERSON to get, at their own expense, an opinion from an expert that DAS considers appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by DAS and the cost agreed in writing between the INSURED PERSON and DAS. Subject to this, WE will pay the cost of getting the opinion if the expert's opinion indicates that REASONABLE PROSPECTS exist.

## **8 Arbitration**

If there is a disagreement between the INSURED PERSON and DAS about the handling of a claim and it is not resolved through OUR internal complaints procedure and YOU are a small business, YOU can contact the Financial Ombudsman Service for help. Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). Alternatively there is a separate arbitration process (this applies to all sizes of business). The arbitrator will be a barrister chosen jointly by YOU and DAS. If there is a disagreement over the choice of arbitrator, WE will ask the Chartered Institute of Arbitrators to decide.

## **9 Keeping to the policy terms**

The INSURED PERSON must:

- a) keep to the terms and conditions of this policy;
- b) take reasonable steps to avoid and prevent claims;
- c) take reasonable steps to avoid incurring unnecessary costs;
- d) send everything DAS ask for, in writing, and
- e) report to DAS full and factual details of any claim as soon as possible and give DAS any information they need.

## **10 Other insurances**

WE will not pay any claim that would have been covered by any other policy if this cover of YOUR policy did not exist.

## **11 Law that applies**

This cover of YOUR policy will be governed by English law.

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

## **Helping you with your legal problems services**

If YOU wish to speak to the legal teams about a legal problem, please phone DAS on 0117 934 0571. DAS will ask YOU about YOUR legal issue and if necessary call back to give legal advice.

### **Making a claim**

If YOUR issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, phone DAS on 0117 934 0571 and they will give YOU a reference number. At this point DAS will not be able to tell YOU whether the claim is covered or not, but DAS will pass the information YOU have provided to their claims handling teams and explain what to do next.

Please do not ask for help from a lawyer, accountant or anyone else before DAS has agreed that YOU should do so. If YOU do, WE will not pay the costs involved even if DAS accepts the claim.

### **Helpline Services**

YOU can contact DAS's UK-based call centre 24 hours a day, seven days a week during the PERIOD OF INSURANCE. However, they may need to arrange to call YOU back depending on the enquiry. To help DAS check and improve their service standards, they may record all calls. When phoning, please tell DAS that YOU are an NFU Mutual policyholder.

### **Legal Advice Service**

Advice can be provided on any commercial legal problem affecting YOUR BUSINESS under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway. Wherever possible the Legal Advice Service aims to provide immediate advice from a qualified legal adviser. However, if this is not possible they will arrange to call YOU back at a time to suit YOU.

Advice on the laws of England and Wales can be provided 24 hours a day, 365 days a year. Beyond this jurisdiction, or for very specialist legal matters, DAS will refer YOU to one of their specialist advisers.

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

### **Tax Advice Service**

DAS will give YOU confidential advice over the phone on any tax matters affecting YOUR BUSINESS, under the laws of the United Kingdom.

To contact the above services, phone DAS on 0117 934 0571 and state that YOU are an NFU Mutual policyholder.

### **Counselling**

DAS will provide all YOUR EMPLOYEES (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral Services will not be paid by US.

**The counselling service helpline is open 24 hours a day, seven days a week.**

To contact the counselling helpline, phone DAS on 0117 934 2121. These calls may be recorded.

DAS will not accept responsibility if the Helpline Services are unavailable for reasons DAS cannot control.

### **The Employment Manual**

The DAS Employment Manual offers comprehensive, up-to-date guidance on rapidly changing employment law. To view it, please visit the DAS website at [www.das.co.uk](http://www.das.co.uk) and select Employment Manual. All the sections of this web-based document can be printed off for YOUR own use. Contact DAS at [employmentmanual@das.co.uk](mailto:employmentmanual@das.co.uk) with YOUR e-mail address, quoting YOUR policy number, and DAS will email to inform YOU of future updates to the information.

# Charitable Assignment Condition

This condition forms part of the terms on which YOUR policy is issued. Words printed in capitals in this condition are explained in paragraph 4 below.

- 1 Unless paragraph 3 applies, YOU agree with US and the CHARITY that YOU will transfer to the CHARITY the right to any WINDFALL which YOU would otherwise be entitled to receive in respect of the policy and any renewal or reissue of it.
- 2 To ensure that the agreement YOU have entered into in paragraph 1 can be effectively carried out:
  - a) YOU authorise US to transfer any WINDFALL direct to the CHARITY;
  - b) YOU agree to sign any documents and to do anything else which may be needed to transfer any WINDFALL, and YOUR right to receive the WINDFALL, to the CHARITY;
  - c) YOU appoint US and any of OUR officers and (as a separate appointment) the CHARITY and any of its officers to be YOUR agent to take any of the steps mentioned in b) above on YOUR behalf;
  - d) YOU authorise US to provide the CHARITY with any information it reasonably requires about YOU and any policy YOU hold with US, and YOU consent to US and the CHARITY holding and processing such information for this purpose;
  - e) YOU cannot revoke the authority contained in a) or d) above, or the appointment contained in c) above.
- 3 Paragraph 1 shall not apply in respect of any WINDFALL which arises from a BUSINESS TRANSFER to any company or other body corporate which is at the time of such transfer OUR subsidiary, in circumstances where such transfer is not in any way related to a DEMUTUALISATION or to any sale or other disposal (or proposed sale or other disposal) of such subsidiary.
- 4 In this condition:
  - a) the "CHARITY" is the NFU Mutual Charitable Trust or, if it ceases to exist, any other charity which becomes entitled to the benefit of the agreement YOU have entered into in paragraph 1;
  - b) "BUSINESS TRANSFER" means a transfer of part or all of OUR business to any other person, firm or company;
  - c) "DEMUTUALISATION" means a change (or proposed change) in OUR constitution or corporate status (whether or not involving or associated with a BUSINESS TRANSFER) which has the effect that WE cease to be a MUTUAL ORGANISATION;
  - d) "MUTUAL ORGANISATION" means a company or other body whose constitution limits membership and voting rights wholly or mainly to persons purchasing goods or services from it or otherwise trading with it;
  - e) "WE", "US" and "OUR" refer to The National Farmers Union Mutual Insurance Society Limited and any company or other organisation which becomes entitled to all or part of its business;
  - f) a "WINDFALL" means any benefit to which YOU become entitled as one of OUR members on or in connection with any future BUSINESS TRANSFER or DEMUTUALISATION;
  - g) "YOU" and "YOUR" refer to the policyholder.





If you'd like this document in large print, braille or audio, just contact us.

2024-09-18

NFU Mutual is The National Farmers Union Mutual Insurance Society Limited (No. 111982). Registered in England. Registered Office: Tiddington Road, Stratford upon Avon, Warwickshire, CV37 7BJ. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. A member of the Association of British Insurers.

To find out more about how we use your personal information and your rights, please go to the privacy policy on our website.

[www.nfumutual.co.uk](http://www.nfumutual.co.uk)