



GIANT

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Important Helplines

Claims for all Sections *(other than Section 6 – Legal Expenses)*

Your claims will be dealt with by **Davies Managed Systems Limited (DMS)**.

Your claims should be notified to DMS by Telephone: 0844 856 2035 (*other than* Sections 4, 5 and 6), or Fax: 0844 856 2005

For **Section 4 – Employers’ Liability and Section 5 – Property Owners’ Public and Products Liability** claims Telephone: 0844 856 2135

For full details of how to make a claim please refer to **Section 10 – Claims Procedure**.

Claims for Section 6 – Legal Expenses

If You have a claim under **Section 6(a) – Commercial Legal Protection**, please Telephone: 0117 934 2111

Other services provided under Section 6(a) – Commercial Legal Protection (see Section 6(a) for full details)

EuroLaw Commercial Legal Advice	0117 934 2111
Tax Advice	0117 934 2111
Business Assistance	0117 934 2111

Counselling (calls not recorded)	0117 934 2121
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If You have a claim under **Section 6(b) – Property Let Legal Protection**, please Telephone: 0117 934 0553

Other services provided under Section 6(b) – Property Let Legal Protection (see Section 6(b) for full details)

EuroLaw Legal Advice	0117 934 0553
Tax Advice	0117 934 0553
Domestic Assistance	0117 934 0553

Counselling (calls not recorded)	0117 934 2121
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For full details of how to make a claim please refer to **Section 6 – Legal Expenses**.

Welcome

Introduction to Your Property Owners Insurance

This document of insurance, the Schedule and any endorsements applying to this insurance form Your Property Owners insurance Policy.

This document sets out the conditions of the contract of insurance between You and the Insurers.

Please read the document carefully, it is laid out in Sections. It is important that:

- You understand what each Section covers and does not cover;
- You understand Your own duties under each Section and under the insurance as a whole.

If there is anything You do not understand or any aspect of the Policy does not meet Your requirements You should contact the Insurance Broker who arranged this Policy for You.

Sections 1 – 5 are underwritten by: ERGO Versicherung AG, UK Branch

ERGO Versicherung AG is a German insurance company with its headquarters at Victoriaplatz 2, 40477 Düsseldorf. Registered No: HRB36466. UK Branch registered in England and Wales, Registration No. BR016401. Registered Office: 55 King William Street, London, EC4R 9AD.

ERGO Versicherung AG, UK Branch is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of Our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Us on request.

Section 6 – Legal Expenses is underwritten by: DAS Legal Expenses Insurance Company Limited

This Section is underwritten by DAS Legal Expenses Insurance Company Limited. Registered in England and Wales. No.103274. Registered office: DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Authorised and Regulated by the Financial Conduct Authority. (FCA No. 202106).

About Your Insurance Broker

Your Insurance Broker is the organisation that You arranged this insurance with and should be Your first point of contact for any queries You may have on the Policy, other than claims. Claims contact numbers can be found under the Important Helplines Section of this document.

See also Section 10 – **Claims Procedure** and Section 11 – **Enquiries and Complaints Procedure**

Your obligations

You have an obligation at the start of this insurance and at renewal to disclose to the Insurers all material facts.

Material facts are those which are relevant to the underwriting of the risk. They may be relevant either to the physical risk or to the personal background and characteristics (including the financial history) of You and Your Employees, senior management, directors, partners and owners of Your Business. Your Business should have a system in place to ensure that all material facts are disclosed.

If You fail to disclose all material facts, this may render the insurance voidable from inception of the Policy and enable the Insurer to repudiate liability. Should You be in any doubt as to whether information is accurate or material You should discuss it with Your Insurance Broker. If in doubt, You should disclose it.

Your Policy

This Policy is a legally binding contract which You have made with the Insurer and is based on the information You have provided in Your signed Proposal form or statement of insurance and any other information You have provided.

The Insurer has agreed to provide the insurance described in this Policy or in any endorsement applying to this Policy for the Period of Insurance specified in the Schedule. The insurance provided by this Policy covers any loss, damage, destruction, accident or liability that happens during the Period of Insurance in accordance with the Sections of the Policy shown in the Schedule for which You have paid or agreed to pay the premium. The Insurer will indemnify or compensate You by payment or, at their option, replace reinstate or repair lost, damaged or destroyed property.

The Policy contains many Sections and the Schedule identifies the Sections that are operative. A new Schedule will be issued to record any amendments to the cover. Please refer to the replacement documents and the Policy to see what cover is currently in force. Any expression to which a specific meaning has been attached shall bear that meaning wherever it appears.

The Proposal or statement of insurance, the Policy, the Schedule (including any additional or replacement Schedule) and any endorsements form the contract and should be read together.

A different Insurer may provide the cover under certain Sections of this insurance. The name of the Insurer providing cover under that Section will be shown in the Section and on the Schedule.

Unless the Insurer and You agree otherwise, this Policy shall be subject to and construed solely in accordance with the Law of England and Wales. The Insurer and You agree that all disputes arising out of or in connection with this Policy shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

The Insurers hold data in accordance with the Data Protection Act 1998. It may be necessary for the Insurers to pass data to other organisations that supply products and services associated with this contract of insurance. In order to verify information, or to prevent and detect fraud, the Insurers may share information You give them with other organisations and public bodies, including the Police, who access and update various databases. If You give the Insurers false or inaccurate information and they suspect fraud, they will record this and the information will be available to other organisations that have access to the databases. The Insurers can supply details of the databases they access or contribute to on request.

If Your Policy provides Employers' Liability cover, certain information relating to Your insurance Policy including, without limitation, the Policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employers' reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office, (the "ELTO") and added to an electronic database, (the "Database").

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2011. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of the course of employment in the United Kingdom for employers carrying on, or who carried on, business in the United Kingdom and who are covered by the Employers' Liability insurance of their employers, (the "Claimants"):

- to identify which insurer (or insurers) was (or were) providing Employers' Liability cover during the relevant periods of employment; and
- to identify the relevant Employers' Liability insurance policies.

The Database will be managed by the ELTO.

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

By entering into this insurance Policy You will be deemed to specifically consent to the use of Your insurance Policy data in this way and for these purposes.

Section 1 – Property Damage

Certain words have specific meanings for the purpose of this Section, these are shown below, and the General Definitions shown in Section 7 also apply to this Section. The General Conditions in Section 8 and General Exclusions in Section 9 also apply to this Section.

Definitions for Section 1 – Property Damage

Buildings

Buildings described in the Schedule, and including:

- a) landlords' fixtures and fittings;
- b) tenants' improvements for which the landlord is responsible in, on or around the Buildings;
- c) outbuildings, extensions, annexes, tunnels, canopies, fixed signs, gangways, conveniences, loading bay service areas, lamp posts and street and garden furniture, swimming pools and tennis courts;
- d) walls, gates and fences;
- e) drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the Premises, and extending to the public mains, but only to the extent of Your responsibility;
- f) yards, car parks, roads, pavements, forecourts, all constructed of solid materials;
- g) building management and security systems; and
- h) septic tanks, water, oil and gas fuel storage tanks and ancillary equipment & pipework

all being Your property or for which You are responsible and situate at the Premises.

Contents

Fixtures and fittings (not forming a permanent part of the structure), furniture, furnishings, utensils and domestic appliances for which You are responsible up to an amount not exceeding £5,000 (unless specifically stated otherwise in the Schedule) at each Building and not within the common parts of each Building where there is provision for more than one tenant and Landlords Contents in the common parts of each Building (where there is provision for more than one tenant) and to which all tenants have access for an amount not exceeding £10,000 (unless specifically stated otherwise in the Schedule) and including:

- a) the contents of fuel tanks at the Premises;
- b) portable communal property in the open grounds of and used in connection with the Buildings at the Premises;
- c) Money for an amount not exceeding £1,000 in total;
- d) deeds, documents, manuscripts and business books, but only for the cost of the materials and clerical labour expended in reproducing such records;
- e) computer system records, but only for the cost of the materials and of clerical labour and computer time expended in reproducing such records, for an amount not exceeding £25,000 or the Sum Insured as stated above or as amended in the Schedule.

And so far as they are not otherwise insured:

- f) Employees, directors, partners, customers and visitors personal effects of every description (other than motor vehicles) not otherwise insured, for an amount not exceeding £500 in respect of any one person.

Damage

Damage shall mean accidental loss or destruction of or damage to the Property Insured.

Declared Value

Your assessment of the cost of reinstatement of the Property Insured at a level of costs applying at the time that such values are required by the Insurers as the basis for the calculation of the Policy premium (ignoring inflationary factors which may operate subsequently) together with, insofar as the insurance by the item provides, due allowance for:

- a) debris removal costs;
- b) professional fees; and
- c) additional cost of reinstatement to comply with European Community and Public Authority requirements.

Excess

The first amount of each and every claim (as shown in the Schedule) for which You are responsible at each separate Premises after the application of all other terms and conditions of the insurance including but not limited to any Condition of Average.

Money

Cash, bank and currency notes, cheques, postal orders, money orders, crossed bankers drafts, current postage stamps, unused units in franking machines, National Savings Stamps and Certificates, National Insurance Stamps, trading stamps, gift tokens, customer redemption vouchers, VAT purchase receipts, credit Insurer sales vouchers, credit card counterfoils, travellers tickets and, if not otherwise insured, holidays with pay stamps and luncheon vouchers

Section 1 – Property Damage

Non-Standard Construction

Constructed of materials other than those detailed in the definition Standard Construction.

Standard Construction

Brick, stone or concrete built and roofed with slates, tiles, metal, concrete, asphalt or sheets or slabs composed entirely of incombustible mineral ingredients and plastic rooflights.

Territorial Limits

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

Unoccupied

Unoccupied shall mean any Building or part thereof that is

- (i) not in active use and/or
- (ii) untenanted and/or
- (iii) empty, void, vacant or disused and/or
- (iv) awaiting refurbishment, redevelopment, renovation or demolition.

Cover

We will indemnify You in respect of Damage to Property Insured occurring during the Period of Insurance at the Premises and caused by any of the following Perils if shown as operative in the Schedule.

Property Insured

Building(s) and **Contents** at the Premises as described on the Schedule.

The values shown on the Schedule represent the maximum values at risk.

Limit of Liability

The liability of the Insurers under this Section shall not exceed in the whole the Total Sum Insured or the Sum Insured in respect of each item or any other Limit of Liability as stated herein or in the Schedule.

The Sum Insured under each Item other than items solely applying to fees, removal of debris, private dwelling houses, churches or other buildings in course of erection is separately subject to Average.

Perils

(Operative only if stated in the Schedule)

- A) Fire excluding:
 - a) the amount of Excess shown in the Schedule;
 - b) Damage by explosion resulting from fire.
- B) Lightning excluding the amount of Excess shown in the Schedule.
- C) Aircraft or other aerial devices or articles dropped therefrom excluding the amount of Excess shown in the Schedule.
- D) Explosion excluding:
 - a) the amount of Excess shown in the Schedule;
 - b) Damage caused by the bursting of any boiler or other plant which belongs to You or is under Your control and in which internal pressure is due to steam only; but this shall not exclude Damage caused by explosion of:
 - i) any boiler
 - ii) gasused for domestic purposes only.
- E) Earthquake excluding:
 - a) the amount of Excess shown in the Schedule;
 - b) Damage caused by fire.

Section 1 – Property Damage

- F)** Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons excluding:
- a) the amount of Excess shown in the Schedule;
 - b) Damage arising from nationalisation confiscation requisition seizure or destruction by order of the government or any public authority;
 - c) Damage arising from cessation of work;
 - d) Damage in respect of any Building which is Unoccupied for a period in excess of thirty consecutive days;
 - e) as regards Damage directly caused by malicious persons not acting on behalf of or in connection with any political organisation:
 - Damage in the course of theft or attempted theft.
- G)** Storm or flood excluding:
- a) the amount of Excess shown in the Schedule;
 - b) Damage solely due to change in the water table level;
 - c) Damage caused by frost subsidence ground heave or landslip;
 - d) Damage to fences and gates unless caused by falling trees or there is Damage to structural parts of the Buildings at the same time;
 - e) Damage to trees plants shrubs and turf unless there is Damage to the Buildings at the same time.
- H)** Escape of water or oil from any tank apparatus pipe or appliance excluding:
- a) the amount of Excess shown in the Schedule;
 - b) Damage by water discharged or leaking from an automatic sprinkler installation;
 - c) Damage in respect of any Building which is Unoccupied for a period in excess of thirty consecutive days during the period from the 1st October to the 31st March inclusive.
- Exclusion c) above shall not apply in respect of any Building which is Unoccupied for a period in excess of thirty consecutive days during the period from the 1st October to the 31st March inclusive if:
- (i) the central heating system is kept running 24 hours a day to maintain a minimum temperature of 12° Celsius or
 - (ii) a Boiler Frost Thermostat is operational which protects both the Boiler and the Building if the temperature falls below 5° Celsius.
- I)** Impact by any road or rail vehicle (including any fork lift truck or other industrial vehicle) or animal excluding the amount of Excess shown in the Schedule.
- J)** Accidental escape of water from any automatic sprinkler installation excluding:
- a) the amount of Excess shown in the Schedule;
 - b) Damage by freezing in any building which is Unoccupied for a period in excess of ten consecutive days;
 - c) Damage by heat caused by fire.
- K)** Theft or attempted theft excluding:
- a) the amount of Excess shown in the Schedule;
 - b) any loss which the Insured is able to recover from another source;
 - c) property in the open;
 - d) property in outbuildings, in open fronted buildings or in buildings not on permanent foundations;
 - e) Damage in respect of any Building which is Unoccupied for a period in excess of thirty consecutive days;
- L)** Subsidence ground heave or landslip excluding:
- a) the amount of Excess shown in the Schedule;
 - b) Damage arising from the settlement or movement of made-up ground or by coastal or river erosion;
 - c) Damage resulting from:
 - i) the construction demolition structural alteration or structural repair of any property;
 - ii) groundworks or excavation works;at the Premises.
 - d) Damage arising from normal settlement or bedding down of new structures;
 - e) Damage commencing prior to the granting of cover under this insurance.

Section 1 – Property Damage

- M)** Any other accident excluding:
- a) the amount of Excess shown in the Schedule;
 - b) Damage by any:
 - i) of the Perils;
 - ii) of the causes expressly excluded from the Perils; specified in paragraphs **A**) to **L**) (whether or not insured);
 - c) Damage to any property caused by:
 - i) its own faulty or defective design or materials;
 - ii) inherent vice latent defect gradual deterioration wear and tear;
 - iii) faulty or defective workmanship on the part of You or any of Your Employees; but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded;
 - d) Damage caused by:
 - i) corrosion rust wet or dry rot marring scratching vermin or insects;
 - ii) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith;
 - iii) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates; but this shall not exclude:
 - i) such Damage which itself results from other Damage and is not otherwise excluded;
 - ii) subsequent Damage which itself results from a cause not otherwise excluded;
 - e) Damage caused by disappearance or unexplained loss;
 - f) Damage to any building or structure caused by its own collapse or cracking unless resulting from a sudden identifiable and unexplained cause which occurs in its entirety at a specific moment in time and place during any one Period of Insurance and which:
 - i) does not result from:
 - (1) the construction demolition structural alteration or structural repair of any property;
 - (2) groundworks or excavation works; at the Premises;
 - ii) is not otherwise excluded;
 - g) Damage in respect of any Building which is Unoccupied for a period in excess of thirty consecutive days;

Basis of Claims Settlement

Unless stated otherwise in the Schedule the basis of settlement under this Section shall be:

1 Reinstatement:

The amount payable In respect of Buildings shall be the cost of reinstatement of the Damage.

For this purpose “reinstatement” means:

- a) the rebuilding or replacement of Property Insured lost or destroyed which provided Our liability is not increased may be carried out;
 - i) in any manner suitable to Your requirements
 - ii) upon another site
 - b) the repair or restoration of Property Insured damaged;
- in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

Section 1 – Property Damage

Provided that:

- (1) Our liability for the repair or restoration of Property Insured damaged in part only shall not exceed the amount which would have been payable had such Property been wholly lost or destroyed.
- (2) If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the Property covered by any item subject to this Basis of Claims Settlement exceeds its Sum Insured at the commencement of any Damage Our liability shall not exceed that proportion of the amount of the Damage which the Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such Property at that time.
- (3) No payment beyond the amount which would have been payable in the absence of this Basis of Claims Settlement shall be made:
 - a) unless reinstatement commences and proceeds without unreasonable delay;
 - b) until the cost of reinstatement shall have been actually incurred;
 - c) if the Property Insured at the time of the Damage shall be insured by any other insurance effected by You or on Your behalf which is not upon the same basis of reinstatement.
- (4) All the terms and conditions of this Policy shall apply:
 - a) in respect of any claim payable under the provisions of this Basis of Claims Settlement except insofar as it is varied hereby;
 - b) where claims are payable as if this Basis of Claims Settlement had not been incorporated.

The maximum amount We will pay in respect of any one item is the Sum Insured.

Clauses & Conditions that apply to Section 1 – Property Damage

1.1 Acquisitions

The insurance for Buildings extends to include:

- a) additions and extensions to the Property Insured (but not appreciation in value) made after the commencement of each annual Period of Insurance for an amount not exceeding 20% of the Sum Insured or £250,000 whichever is the less; and
- b) any newly built or newly acquired Buildings for an amount not exceeding £500,000; anywhere in the Territorial Limits;

Provided Your interest is not protected by any more specific insurance and provided You shall inform the Insurers as soon as practicable and pay the appropriate additional premium.

1.2 Additional Sprinkler Costs

The Insurers will pay the costs incurred in upgrading an automatic sprinkler installation to the current LPC rules solely as imposed upon You by the Insurers following Damage to the Buildings provided that at the time of the Damage the installation conformed to the 28th or 29th Edition rules or to the LPC rules current at the time of installation but did not conform to subsequent amendments to those Rules.

1.3 Architects, Surveyors, Legal and Consulting Engineers Fees

The insurance for Buildings includes an amount in respect of architects, surveyors, legal and consulting engineers fees necessarily incurred in the reinstatement or repair of the Property Insured consequent upon its Damage but not for preparing any claim it being understood that the amount payable under the item shall not exceed in total the limits stated in the Basis of Claims Settlement.

1.4 Automatic Reinstatement after a Loss

In the event of loss the Sums Insured will be automatically reinstated from the date of the loss unless written notice to the contrary is given either by the Insurers or You and You shall pay any required premiums for reinstatement from that date.

The Insurers will not require any additional premium where the amount of the loss does not exceed 10% of the total of the Buildings Sums Insured.

1.5 Average

Where a Sum Insured is subject to Average if at the time of the Damage the Sum Insured is less than the actual value of the property You will be considered as Your own insurer for the difference and bear a proportionate share of the loss.

1.6 Buildings awaiting Demolition

If at the time of the Damage any Buildings are awaiting demolition the Insurer's liability shall be limited to the additional cost of removing debris, as detailed in Clause 1.32 – Removal of Debris, which are incurred by You solely as a result of Damage.

Section 1 – Property Damage

1.7 Buildings awaiting Refurbishment Redevelopment or Renovation

If at the time of the Damage any Buildings are awaiting refurbishment redevelopment or renovation the Insurer shall not be liable for any costs which would have been incurred by You in the absence of such Damage.

1.8 Change of Tenancy

You must advise the Insurers of all changes in tenancy or occupation within the Premises, as specified in Section 8 General Conditions 8.1 – Alteration in Risk.

1.9 Confirmation of Values at Risk

You must provide the Insurer at the inception of the Policy and annually thereafter with full details of the Declared Values.

1.10 Construction of Buildings

Except as otherwise agreed by the Insurers the Buildings described in the Schedule are of Standard Construction.

1.11 Contract Works

The insurance by each Buildings item extends to include Contract Works to the extent to which You have contracted to arrange cover provided the Insurer's maximum liability for any one loss shall not exceed £100,000. This clause shall only apply in so far as the Contract Works are not otherwise insured and excludes the amount of Excess being £250.

1.12 Contractors Interest

Where You are required to effect insurance on the Buildings in the joint names of You and the contractor under the terms of the contract condition then the interest of the contractor in the Buildings as a joint Insured is noted subject to details of any single contract where the original contract price exceeds £250,000 having been advised to the Insurers prior to work commencing and an additional premium being paid as appropriate.

1.13 Damage to Landscaped Gardens

The Insurers will pay the reasonable costs and expenses incurred in replanting trees shrubs plants and turf used in landscaped gardens and grounds, belonging to You or for which You are responsible, as a result of Damage insured by this Section, being the cost of restoring any such item of landscaping to its appearance when first planted but excluding any cost arising from the failure of these items to germinate or become established provided that the Insurer's maximum liability for any one loss shall not exceed £25,000.

This Extension shall not apply to Premises at which the Buildings are Unoccupied.

1.14 Day One Basis

Applicable only to those items showing a Declared Value as stated in the Schedule.

- 1) You having stated in writing the Declared Value (shown in brackets below the Sum Insured) incorporated in each item to which this clause applies the premium has been calculated accordingly.

For the purposes of this clause Declared Value shall mean:

Your assessment of the cost of reinstatement of Buildings arrived at in accordance with paragraph 1 of the Basis of Claims Settlement Condition of this Section at the level of costs applying at the start of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with an allowance for:

- a) the additional cost of reinstatement to comply with:
 - i) European Union Legislation
 - ii) Act of Parliament
 - iii) Bye-Laws of any public authority
 - b) professional fees
 - c) debris removal costs
- 2) You must notify Us of the Declared Value at the start of each Period of Insurance. If You fail to notify Us of the Declared Value at the start of any Period of Insurance We will use the last Declared Value notified to Us for the following Period of Insurance.

Section 1 – Property Damage

- 3) Provisions (2) and (4) of the Basis of Claims Settlement Condition are restated as follows:
- (2) If at the time of the Damage the Declared Value is less than the cost of reinstatement of the Property Insured arrived at in accordance with paragraph 1 of this Condition at the start of the Period of Insurance Our liability for any Damage will be limited to that proportion which the Declared Value bears to the cost of reinstatement of the Property Insured arrived at in accordance with paragraph 1 of this Condition.
 - (4) All the terms and conditions of this Policy shall apply:
 - a) in respect of any claim payable under the provisions of this Basis of Claims Settlement except insofar as it is varied hereby;
 - b) where claims are payable as if this Basis of Claims Settlement had not been incorporated except that the Sums Insured shall be limited to 115% of the Declared Value.

1.15 Delays in Rebuilding

The Insurer shall not be liable for increases in costs attributable to unreasonable delays in rebuilding or restoring or complying with Stipulations unless such delays are wholly outside of Your control.

1.16 Designation

For the purposes of determining where necessary the heading under which any property is insured the Insurers agree to accept the designation under which such property has been entered in Your books.

1.17 Unoccupied Buildings Notification Condition

It is a condition precedent to the liability of the Insurers that whenever Buildings or parts thereof at the Premises are Unoccupied that you notify the Insurers as soon as is reasonably practicable You become aware:

- a) that the Buildings or parts thereof at the Premises are Unoccupied; and/or
- b) of any Damage to the Buildings or parts thereof at the Premises that are Unoccupied whether or not such loss, destruction or damage is insured.

You must pay an additional premium if required.

1.18 Inspection and Security of Unoccupied Buildings

It is a condition precedent to the liability of the Insurers that whenever Buildings or parts thereof at the Premises are Unoccupied for a period in excess of thirty consecutive days:

- a) the Buildings are inspected internally and externally at least once during each week by You or on Your behalf;
- b) all trade refuse and waste materials are removed from the interior of the Buildings and no accumulation of refuse and waste be allowed in the adjoining yards or spaces You own;
- c) You shall secure the Buildings and rectify any defects which render the Buildings insecure; and
- d) the gas, water and electricity supplies are turned off at the mains (except electricity needed to maintain any fire or intruder alarm system in operation and water needed to maintain any central heating system that is kept in operation for the dates and at the temperatures stipulated under Peril H).

1.19 European Community and Public Authorities (Including Undamaged Property)

Subject to the following Special Conditions the insurance for Buildings in this Section extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the Stipulations of:

- a) European Community Legislation; or
- b) Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye-laws of any Public Authority;

(hereafter referred to as 'Stipulations') in respect of:

- i) the lost, destroyed or damaged property thereby insured; and
- ii) undamaged portions of that property.

Excluding:

- a) the cost incurred in complying with the Stipulations:
 - i) in respect of Damage occurring prior to the inception of this Policy;
 - ii) in respect of Damage not insured by the Policy;
 - iii) under which notice has been served on You prior to the happening of the Damage;
 - iv) for which there is an existing requirement which has to be implemented within a given period; and
 - v) in respect of property entirely undamaged by any peril insured against by this Policy;
- b) the additional cost that would have been required to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen;
- c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner of that property by reason of compliance with the Stipulations.

Section 1 – Property Damage

Special Conditions

- 1) The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the Damage or within such further time as the Insurers may agree (during the said twelve months) and may be carried out upon another site (if the Stipulations so necessitate) subject to the liability of the Insurers under this clause not being increased.
- 2) If the liability of the Insurers under (any item of) this Section apart from this clause shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Insurers under this clause (in respect of any such item) shall be reduced in like proportion.
- 3) The total amount payable under (any item of) this Section in respect of this clause shall not exceed:
 - a) £250,000 in respect of the lost, destroyed or damaged property;
 - b) £250,000 in respect of undamaged portions of property (other than foundations).
- 4) All the terms and conditions of the Policy except insofar as they are varied by this condition shall apply as if they had been incorporated herein.

1.20 Extinguishment, Fire Brigade Charges and Alarm Resetting

The Insurers will pay the reasonable costs and expenses incurred by You in refilling fire extinguishing appliances and or media recharging CO2 gas flooding systems, replacing used sprinkler heads, refilling sprinkler tanks where water is metered, for any fire brigade charges and or other extinguishing expenses and resetting fire or intruder alarms and close circuit television and similar systems as a result of Damage as insured by this Section.

This Extension shall not apply to Premises at which the Buildings are Unoccupied.

1.21 Fire Extinguishing Appliances

You shall take all reasonable measures to ensure that:

- a) any sprinkler or alarm installation or other fire protection equipment for which a reduced premium rate is allowed is maintained in efficient working order;
- b) the routine tests prescribed by the Insurers are carried out and any defects revealed by such tests are promptly remedied;
- c) the Insurer's written consent is obtained to any proposed changes repairs or alterations to any sprinkler or alarm installation.

1.22 Further Investigation Expenses

Where a Building has suffered Damage and in the opinion of a competent construction professional there is a reasonable possibility of other Damage to portions of the same Building which is not immediately apparent the Insurer will pay the reasonable costs incurred by You with the Insurer's prior consent in establishing whether or not such Damage has occurred.

The Insurer will also pay the reasonable costs incurred by You in establishing whether or not other Buildings in the vicinity have suffered Damage in the same incident but only if such Buildings are subsequently found to have suffered Damage for which the Insurer is liable.

1.23 Glass Breakage

The Insurers will, at their option, pay for or make good to You any breakage or malicious scratching of internal or external fixed glass being Your property for which You are responsible at the Premises occurring during the Period of Insurance and being in sound condition at the inception of this Policy.

The Insurers will in addition pay for the cost of:

- a) breakage of fixed sanitary ware;
- b) boarding up and repair to associated framework reasonably incurred as a result of an insured breakage. You may without the Insurers prior consent instruct builders or glaziers to board up where necessary;
- c) repair or replacement of lettering alarm foil or other ornamentation work on glass provided that the Insurers maximum liability for any one loss shall not exceed £500;
- d) repair or replacement of fixed mirrors provided that the Insurers maximum liability for any one loss shall not exceed £500; and
- e) removal or replacement of fixtures and fittings which may be necessary in connection with the replacement of the glass provided that the Insurers maximum liability for any one loss shall not exceed £500.

Excluding any breakage whilst Buildings are Unoccupied and or more specifically insured by You or on Your behalf.

Section 1 – Property Damage

1.24 Inadvertent Omission to Insure

The insurance extends to include any Building within the Territorial Limits which You own or which You are responsible to insure which You have inadvertently failed to insure under this Policy or any other policy with the Insurer.

Provided that:

- a) immediately on becoming aware of any Building not insured You shall arrange insurance with the Insurer with effect from inception of this Policy or the date upon which the insurance should have been arranged whichever is the later and pay the appropriate additional premium.
- b) this clause shall not apply to any Premises covered under Clause 1.1 – Acquisitions.
- c) the Insurer's maximum liability for any one claim will not exceed £500,000.
- d) You shall carry out at not less than annual intervals a check of all properties owned or leased by You and for which You are responsible to ensure that effective insurance is in force for such properties.
- e) this clause shall only be effective if the Insurer is the sole provider of Buildings insurance in respect of Your properties owned in connection with the Business as defined in the Schedule and where You have an obligation to arrange such insurance.

1.25 Lessee and Third Party by virtue of contractual arrangements – Failure to Insure

The insurance extends to include any Building within the Territorial Limits which You own but for which the lessee is responsible by virtue of lease requirements or a third party by virtue of other contractual arrangements and which the lessee or third party has inadvertently failed to insure:

- A. against all the Perils insured by this Policy; or
- B. for a sufficient amount to provide for reinstatement of the Buildings as provided for by this Policy.

Provided that:

- a) immediately on becoming aware of:
 - i) any Building not insured for all the Perils insured by this Policy You shall arrange insurance for the uninsured Perils;
 - ii) any Building not insured for a sufficient amount to provide for reinstatement of the Buildings You shall arrange insurance for the amount of reinstatement; and pay the appropriate additional premium.
- b) this clause shall not apply to any Premises covered under Clause 1.1 – Acquisitions or Clause 1.24 – Inadvertent Omission to Insure and in respect of Buildings under A above shall apply only for the Perils not insured by the lessee's or third party's policy.
- c) the Insurer's maximum liability for any one claim will not exceed £500,000 but in no case shall the liability of the Insurer exceed the difference between the amount payable under any insurance effected by the lessee, third party, or any other insurance on the premises and the total cost of reinstatement provided by this Policy.
- d) there shall be in force at the time of the Damage a valid and enforceable lease or contract requiring the property to be insured against some or all of the Perils insured hereby and the lessee or third party to make good any uninsured Damage.
- e) You have procedures in place to ensure that the lessee or third party effects and maintains adequate insurance and wherever possible Your interest is noted and protected by a non-invalidation clause and lapse/cancellation notification undertaking.
- f) the insurance under this clause shall be subject to all the terms conditions and exclusions of the Policy with the exception of Clause 1.37 – Subrogation Waiver which is restated as follows:

In the event of a claim arising under this Section the Insurers agree to waive any rights remedies or relief to which they might have become entitled by subrogation against:

 - a) any Company standing in relation of parent to subsidiary (or subsidiary to parent) to You; and
 - b) any Company which is a subsidiary of a parent company of which You are a subsidiary; in each case within the meaning of the Companies Act or the Companies (NI) Order, as appropriate, current at the time of Damage;
- g) the Insurer shall not be liable:
 - i) for the amount of any Excess or deductible under any more specific insurance;
 - ii) where the lessee's or third party's policy fails due to breach of any condition or warranty contained within the lessee's or third party's policy as a result of the action of the landlord;
 - iii) where any loss destruction or damage has been declined by any Insurer or made the subject of requirements which have not been completed;
 - iv) due to the failure of the lessee or third party to make or pursue a legitimate insurance claim.

1.26 Loss of Market Value

If You elect not to rebuild or repair the Buildings (and the Insurer does not exercise its option to reinstate allowed by Clause 1.30 – Reinstatement by the Insurer) the Insurers will pay You the reduction in the market value of the Buildings immediately following the Damage solely as a result of the Damage but not exceeding the amount which would have been payable had the Buildings been rebuilt or repaired.

Section 1 – Property Damage

1.27 Loss of Metered Utilities

The Insurers will pay the cost of additional metered electricity gas oil or water charges being those incurred by You following accidental discharge from a metered system as a result of Damage as insured by this Section except those in respect of any loss which has not been discovered and remedial action taken within 30 days of occurrence of the Damage provided that the Insurer's maximum liability for any one loss shall not exceed £25,000.

1.28 Non Invalidation

Any act, omission or alteration, unknown to You or beyond Your control, which increases the risk of Damage, will not invalidate this insurance if, immediately You become aware, You give notice to the Insurers and pay an additional premium if required.

1.29 Other Interests

The interests of freeholders lessees underlessees assignees and/or mortgagees of Buildings insured by this Section of the Policy are noted in the insurance provided subject to their names being disclosed by You to the Insurers in the event of any claim arising.

1.30 Reinstatement by the Insurer

If any Property Insured is to be reinstated or replaced by the Insurer You shall at Your own expense provide all such plans, documents, books and information as may be reasonably required. The Insurer shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner and the maximum amount payable in respect of any one of the items insured is its Sum Insured.

1.31 Reinstatement to Match

Where the Property Insured has suffered Damage You may replace repair or restore the property with equivalent property which employs current technology, and replacement repair or restoration with such property for the purposes of this Section shall not be regarded as being better or more extensive than when new.

This Section further extends to include the replacement or modification of undamaged property in so far as it is necessary to adapt it to operate in conjunction with that property which has been replaced repaired or restored provided that the Insurer's maximum liability is not increased beyond that amount that would otherwise have been payable for the replacement repair or restoration of the property destroyed in its original form.

When the Property Insured is damaged or destroyed in part only, We will not pay more than the amount representing the cost which We would pay for the reinstatement if such property had been wholly destroyed.

1.32 Removal of Debris

The insurance for Buildings includes an amount in respect of costs and expenses necessarily incurred by You with the Insurers consent in:

- a) removing debris;
- b) dismantling and/or demolishing; and
- c) shoring up or propping;

of the portions of the Property Insured as a result of Damage insured against by this Policy.

Excluding any costs or expenses:

- a) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site; and
- b) arising from pollution or contamination of property not insured by this Section.

The liability of the Insurers in respect of any item shall in no case exceed the limits stated in the Basis of Claims Settlement.

1.33 Rent of Residential Property and Alternative Residential Accommodation

In the event of Damage to Premises occupied totally or partially for residential purposes which renders the Premises or parts thereof unfit to live in or access is denied the Insurers will pay:

- a) where no Sum Insured on Rent for the residential portions has been allocated such loss of Rent Receivable and other costs as specified under Section 2 – Loss of Rental Income.
- b) alternatively the cost of any expenditure incurred in the provision of comparable accommodation for the benefit of any resident and for the temporary storage of residents' furniture and the costs of reasonable accommodation in kennels and/or catteries for residents' dogs and/or cats, if dogs and/or cats are not permitted in such residents' alternative accommodation.

For the purposes of this clause:

- a) the Indemnity Period shall be a maximum period of three years from the date of the Damage for which the Insurers shall be liable to pay any loss; and
- b) any Condition of Average is deleted.

Section 1 – Property Damage

The Insurer's maximum liability under this clause shall not exceed 20% of the Sum Insured applicable to the residential Building or residential portion of the Building concerned.

1.34 Repairs and Alterations

Tradesmen may be employed to effect repairs or minor structural alterations in all or any of the Buildings insured without prejudice to this insurance.

1.35 Sale of Property Insured

If at the time of Damage You have contracted to sell Your interest in any Building insured by this Policy and the purchase has not been, but is later, completed, the purchaser, on completion of the purchase (if and so far as the property is not otherwise insured against such Damage by him or on his behalf), shall be entitled to the benefit under this Section so far as it relates to such Damage without prejudice to the rights and liabilities of You or the Insurers until completion.

1.36 Seventy Two Hour Clause

In respect of Peril G – Storm or Flood only, Damage occurring continuously or intermittently during any period of 72 hours shall be deemed to constitute one loss at each separate Premises for the purpose of the application of any Excess.

1.36 Subrogation Waiver

In the event of a claim arising under this Section the Insurers agree to waive any rights remedies or relief to which they might have become entitled by subrogation against:

- a) any Company standing in relation of parent to subsidiary (or subsidiary to parent) to You; and
 - b) any Company which is a subsidiary of a parent company of which You are a subsidiary;
- in each case within the meaning of the Companies Act or the Companies (NI) Order, as appropriate, current at the time of Damage;
- c) a tenant or lessee in respect of Damage to the part of the Buildings in the demise of that tenant or lessee or to common parts of the Buildings unless Damage arises out of a criminal fraudulent or malicious act.

1.37 Subsidence Ground Heave and Landslip

Special Conditions for Peril L) Subsidence Ground Heave and Landslip.

Insofar as this insurance relates to Damage caused by subsidence ground heave or landslip:

- a) You shall notify the Insurer immediately You become aware of any demolition groundworks excavation or construction being carried out on any adjoining site;
- b) the Insurer shall then have the right to vary the terms or cancel this cover.

1.38 Temporary Removal

This insurance extends to include any landlord's fixtures and fittings or other property within the definition of Buildings whilst temporarily at other premises within the Territorial Limits for cleaning renovation or repair or other similar purposes and whilst in transit between the Buildings and such temporary locations by road rail or inland waterway but only to the extent that the property is not otherwise insured.

1.39 Theft Cover Extension

Any cover provided under this Section in respect of theft is extended to include theft of keys being: the reasonable costs necessarily incurred in replacing external door locks at the Property Insured following the loss of keys by:

- a) theft from the Premises or registered office or from the home of; or
- b) theft following hold-up whilst such keys are in the personal custody of;

You or any principal director, partner or Employee authorised to hold such keys.

Provided that the maximum amount payable in any one Period of Insurance shall not exceed:

- a) £1,000 in respect of any one Premises; and
- b) £25,000 in aggregate.

This Extension shall not apply to Premises at which the Buildings are Unoccupied.

1.41 Trace and Access

In the event of the escape of water or oil from any tank apparatus or pipe and accidental damage to cables underground pipes and drains serving the Premises the Insurers will pay:

- a) the reasonable costs necessarily incurred by You in locating the source and subsequent making good of Damage, provided such Damage is insured by this Section; and
- b) the cost of repairing or replacing tanks, apparatus, pipes or appliances which have been damaged by freezing.

Section 1 – Property Damage

Provided that the maximum amount payable in any one Period of Insurance shall not exceed:

- a) £25,000 in respect of any one occurrence; and
- b) £25,000 in aggregate.

This Extension shall not apply to Premises at which the Buildings are Unoccupied.

1.42 Unauthorised Use of Utilities

The Insurers will pay the cost of metered electricity gas or water for which You are legally responsible arising from its unauthorised use by persons taking possession or occupying the Premises without Your authority provided that You shall take all practical steps to terminate such unauthorised use as soon as it is discovered and that the Insurer's maximum liability for any one loss shall not exceed £25,000.

1.43 Value Added Tax

The insurance by each item on Buildings extends to include Value Added Tax paid by You which is not subsequently recoverable;

Provided that:

- a)
 - i) Your liability for such tax arises solely as a result of the reinstatement or repair of the Buildings to which such item relates following Damage;
 - ii) the Insurers have paid or have agreed to pay for such Damage;
 - iii) if any payment made by the Insurers in respect of the reinstatement or repair of such Damage is less than the actual cost of reinstatement or repair any payment under this clause resulting from that Damage shall be reduced in like proportion.
- b) Your liability for such tax does not arise from the replacement Buildings having greater floor area than or being better or more extensive than the destroyed or damaged Buildings.
- c) where an option to reinstate on another site is exercised the Insurer's liability under this clause shall not exceed the amount of tax that would have been payable had the Buildings been rebuilt on its original site.
- d) the Insurer's liability under this clause shall not include amounts payable by You as penalties or interest for non-payment or late payment of tax.
- e) terms to the contrary elsewhere in this Policy are over-ridden as follows in respect of those items to which this clause applies:
 - i) for the purpose of any condition of Average rebuilding costs will be exclusive of Value Added Tax;
 - ii) the liability of the Insurers may exceed the Sum Insured by an individual item on Buildings or in the whole the total Sum Insured where such excess is solely in respect of Value Added Tax.

1.44 Theft Damage to Buildings

It is agreed that Exclusions c) and d) to Peril K) Theft or attempted theft shall not apply to Damage to Buildings caused by theft or attempted theft but excluding Damage to:

- a) Buildings which are Unoccupied;
- b) outbuildings, tunnels, gangways, conveniences, loading bay service areas, lamp posts and street and garden furniture, swimming pools and tennis courts;
- c) walls, gates and fences;
- d) drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the Premises, and extending to the public mains;
- e) yards, car parks, roads, pavements & forecourts; and
- f) septic tanks, water, oil and gas fuel storage tanks and ancillary equipment & pipework.

1.45 Abortive Repairs, Investigations and Tests

In respect of any Damage as insured hereby the Insurers will pay with their prior consent costs and expenses reasonably incurred by You in respect of abortive repairs, investigations and tests provided that the Insurer's maximum liability for any one loss shall not exceed £25,000.

1.46 Aerials

This Section includes Damage resulting from breakage of, collapse of and or falling aerials and/or satellite dishes and/or any other communication equipment.

This Extension shall not apply to Buildings which are Unoccupied.

1.47 Emergency Services

This Section insures the costs and expenses incurred by you following Damage as insured hereby resulting from the actions of the emergency services including deliberate acts where such deliberate acts are for the purpose of safeguarding human life and or minimising Damage as insured hereby provided that the Insurer's maximum liability for any one loss shall not exceed £25,000.

Section 1 – Property Damage

1.48 Extra Security Costs

This Section insures reasonable and necessary Extra Security Costs incurred with the Insurers' prior consent, by You following Damage as insured hereby provided that the Insurer's maximum liability for any one loss shall not exceed £25,000.

Extra Security Costs for the purpose of this Extension shall mean:-

Those costs reasonably incurred and necessitated in order to provide the Premises with temporary additional physical protection including but not limited to:

- a) boarding up windows, doors, fanlights, skylights and other openings;
- b) the provision of temporary doors;
- c) weatherproofing the Buildings and making temporary repairs;
- d) making the Buildings secure; and
- e) securing the site.

1.49 Fly Tipping

This Section insures costs and expenses necessarily and reasonably incurred in:

- a) clearing, treating and removing anything illegally or maliciously deposited in or around the Buildings; or
- b) site cleaning as a result of a) above to a depth not exceeding one metre or a greater depth if the Insurers agree (such agreement not to be unreasonably withheld) as a result of anything having been illegally or maliciously deposited in or around the Buildings.

Provided that the maximum amount payable in any one Period of Insurance shall not exceed:

- a) £10,000 in respect of any one occurrence; and
- b) £25,000 in aggregate.

This Extension shall not apply to Buildings which are Unoccupied.

1.50 Loss Reduction Expenses

This Section insures costs and expenses necessarily and reasonably incurred by or on behalf of You to prevent or minimise actual or imminent Damage as insured hereby at the Premises provided such costs are:

- a) directly related to Damage as insured hereby which is likely to occur in the immediate future unless urgent preventative action be taken; and
- b) not more specifically insured under this or any other policy, bond, indemnity, security or other legal binding agreement.

Provided that the Insurer's maximum liability for any one loss shall not exceed £25,000

1.51 Party Wall

This Section insures costs incurred by You in reinstating a party wall following Damage insured hereby whether the responsibility is with You or not provided that the Insurer's maximum liability for any one loss shall not exceed 10% of the relevant Sum Insured of the relevant Building in respect of such additional costs.

1.52 Removal of Insect Nests

This Section insures costs and expenses necessarily and reasonably incurred by You with the Insurer's prior consent in removing wasp, bee, hornet and other harmful insect nests from the Buildings provided that the Insurer's maximum liability for any one loss shall not exceed £2,500.

This Extension shall not apply to Buildings which are Unoccupied.

1.53 Trees

This Section insures Damage resulting from falling trees including the cost of removing the fallen tree or parts thereof and or the cost of felling and or lopping and removing trees which represent an immediate threat to the safety of life and or Damage as insured hereby to Buildings provided that the Insurer's maximum liability for any one loss shall not exceed £10,000.

Section 2 – Loss of Rental Income

Certain words have specific meanings for the purpose of this Section, these are shown below, and the General Definitions shown in Section 7 also apply to this Section. The General Conditions in Section 8 and General Exclusions in Section 9 also apply to this Section.

Definitions for Section 2 – Loss of Rental Income

Territorial Limits

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

Damage

Loss or destruction of or damage to property used by You at the Premises for the purpose of the Business.

Indemnity Period

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

Maximum Indemnity Period

The Period as stated in the Schedule.

Rent Receivable

The money paid or payable to You by tenants for accommodation and services provided in the course of the Business at the Premises.

Annual Rent Receivable

The Rent Receivable during the twelve months immediately before the date of the Damage.

Standard Rent Receivable

The Rent Receivable during the period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period.

*Under **Annual Rent Receivable** and **Standard Rent Receivable**, adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage.*

Unoccupied

Unoccupied shall mean any Building or part thereof that is:

- (i) not in active use; and/or
- (ii) untenanted; and/or
- (iii) empty, void vacant or disused; and/or
- (iv) awaiting refurbishment, redevelopment, renovation or demolition.

Cover

We will indemnify You in respect of any interruption or interference with the Business occurring during the Period of Insurance at the Premises and caused by any of the following Perils if shown as operative in the Schedule.

Provided that at the time of the happening of the Damage there is an insurance in force covering Your interest in the Buildings where the Damage occurred and that:

- a) payment shall have been made or liability admitted therefore; or
- b) payment would have been made or liability admitted therefore but for the operation of a proviso in such insurance excluding liability for losses below a specified amount;

except that this clause shall not apply in respect of any item on Rent Receivable where another party (not being the Insured) is responsible for insuring the Buildings by virtue of lease or other contractual arrangements.

The liability of the Insurers under this Section shall not exceed:

- a) 200% of the Rent Receivable shown in the Schedule; and
- b) 100% of the Sum Insured shown in the Schedule for each other item or extension;

unless otherwise agreed by Us.

Section 2 – Loss of Rental Income

Perils (Operative only if stated in the Schedule)

- A) Fire excluding Damage by explosion resulting from fire.
- B) Lightning.
- C) Aircraft or other aerial devices or articles dropped therefrom.
- D) Explosion excluding Damage caused by the bursting of any vessel machine or apparatus belonging to You or under Your control and in which internal pressure is due to steam only; but this shall not exclude Damage caused by explosion of:
- a) any boiler used for domestic purposes only or of any other boiler or economiser on the Premises;
 - b) gas used for domestic purposes only.
- E) Earthquake excluding Damage caused by fire.
- F) Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons excluding:
- a) Damage arising from nationalisation confiscation requisition seizure or destruction by order of the government or any public authority;
 - b) Damage arising from cessation of work;
 - c) Damage in respect of any Building which is Unoccupied for a period in excess of thirty consecutive days;
 - d) as regards Damage directly caused by malicious persons not acting on behalf of or in connection with any political organisation:
 - Damage in the course of theft or attempted theft.
- G) Storm or flood excluding:
- a) Damage solely due to change in the water table level;
 - b) Damage caused by frost subsidence ground heave or landslip;
 - c) Damage to fences and gates unless caused by falling trees or there is Damage to structural parts of the Buildings at the same time;
 - d) Damage to trees plants shrubs and turf unless there is Damage to the Buildings at the same time.
- H) Escape of water or oil from any tank apparatus pipe or appliance excluding:
- a) Damage by water discharged or leaking from an automatic sprinkler installation;
 - b) Damage in respect of any Building which is Unoccupied for a period in excess of thirty consecutive days during the period from the 1st October to the 31st March inclusive.
- Exclusion b) above shall not apply in respect of any Building which is Unoccupied for a period in excess of thirty consecutive days during the period from the 1st October to the 31st March inclusive if:-
- (i) the central heating system is kept running 24 hours a day to maintain a minimum temperature of 12° Celsius; or
 - (ii) a Boiler Frost Thermostat is operational which protects both the Boiler and the Building if the temperature falls below 5° Celsius.
- I) Impact by any road or rail vehicle (including any fork lift truck or other industrial vehicle) or animal.
- J) Accidental escape of water from any automatic sprinkler installation excluding Damage:
- a) by freezing in any building which is Unoccupied for a period in excess of ten consecutive days;
 - b) by heat caused by fire.
- K) Theft or attempted theft excluding:
- a) any loss which the Insured is able to recover from another source;
 - b) to property in the open;
 - c) to property in outbuildings, in open fronted buildings or in buildings not on permanent foundations;
 - d) Damage in respect of any Building which is Unoccupied for a period in excess of thirty consecutive days;

Section 2 – Loss of Rental Income

- L)** Subsidence ground heave or landslip excluding:
- a) Damage arising from the settlement or movement of made-up ground or by coastal or river erosion;
 - b) Damage resulting from:
 - i) the construction demolition structural alteration or structural repair of any property;
 - ii) groundworks or excavation works;
at the Premises.
 - c) Damage arising from normal settlement or bedding down of new structures; and
 - d) Damage commencing prior to the granting of cover under this insurance.
- M)** Any other accident excluding:
- a) Damage by any:
 - i) of the Perils;
 - ii) of the causes expressly excluded from the Perils;
specified in paragraphs **A**) to **L**) (whether or not insured);
 - b) Damage to any property caused by:
 - i) its own faulty or defective design or materials;
 - ii) inherent vice latent defect gradual deterioration wear and tear;
 - iii) faulty or defective workmanship on the part of You or any of Your Employees;
but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded;
 - c) Damage caused by:
 - i) corrosion rust wet or dry rot marring scratching vermin insects;
 - ii) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith;
 - iii) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates;
but this shall not exclude:
 - (1) such Damage which itself results from other Damage and is not otherwise excluded;
 - (2) subsequent Damage which itself results from a cause not otherwise excluded;
 - d) Damage caused by disappearance or unexplained loss;
 - e) Damage to any building or structure caused by its own collapse or cracking unless resulting from a sudden identifiable and unexplained cause which occurs in its entirety at a specific moment in time and place during any one Period of Insurance and which:
 - i) does not result from:
 - (1) the construction demolition structural alteration or structural repair of any property;
 - (2) groundworks or excavation works;
at the Premises;
 - ii) is not otherwise excluded;
 - f) Damage in respect of any Building which is Unoccupied for a period in excess of thirty consecutive days;

Basis of Claims Settlement

Unless stated otherwise in the Schedule the basis of settlement under this Section shall be:

The insurance on Rent Receivable is limited to:

- a) loss of Rent Receivable; and
- b) increase in cost of working;

and the amount payable as indemnity shall be:

- a) in respect of loss of Rent Receivable:
the amount by which the Rent Receivable during the Indemnity Period shall fall short of the Standard Rent Receivable in consequence of the Damage; and
- b) in respect of increase in cost of working:
the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss in Rent Receivable which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage but not exceeding the amount of the reduction in Rent Receivable thereby avoided

less any sum saved during the Indemnity Period in respect of such charges and expenses of the Business payable out of Rent Receivable as may cease or be reduced in consequence of the Damage.

Provided that:

if the Sum Insured by the item on Rent Receivable be less than the Annual Rent Receivable (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

Section 2 – Loss of Rental Income

Clauses & Conditions that apply to Section 2 – Loss of Rental Income

2.1 Acquisitions

The Insurers will pay for loss of Rent Receivable for any newly acquired or newly erected Buildings or alterations additions or extensions to Buildings covered under Section 1 – Property Damage that is not otherwise insured;

Provided that:

- a) the most the Insurers will pay at any one situation is £250,000 in respect of any newly acquired or newly erected Buildings or 20% of the Sum Insured under this Section up to a maximum of £250,000 in respect of alterations additions or extensions to Buildings during any one Period of Insurance;
- b) You must inform the Insurers as soon as practicable of any acquisitions as detailed above and take out insurance cover from the date the Insurers liability commenced.

2.2 Advance Rent Receivable

If Rent Receivable is insured in respect of new property developments You must show that but for the Damage Rent Receivable would have been earned and You will be required to support a claim for Loss of Rent Receivable by submitting reasonable evidence of the amount of such Rent Receivable and the date from which it would have been earned. The Insurer will have regard:

- a) to actual negotiations with prospective tenants both before and after the Damage;
- b) for demand for similar accommodation in the locality;
- c) the general level of rents applying.

If required the advice of a professional valuer acceptable to both You and the Insurer will be sought and the professional fees charged will be included in the indemnity provided under this clause.

2.3 Alternative Premises

If in consequence of the Damage You shall use other premises to provide accommodation to tenants the Rent Receivable from those premises during the Indemnity Period shall be taken into account in assessing the loss of Rent.

2.4 Automatic Reinstatement after a Loss

In the event of loss the Sums Insured will be automatically reinstated from the date of the loss unless written notice to the contrary is given either by the Insurers or You and You shall pay any required premiums for reinstatement from that date.

The Insurers will not require any additional premium where the amount of the loss does not exceed 10% of the total of the Loss of Rental Income Sums Insured.

2.5 Buildings Awaiting Sale

If at the time of Damage You shall have contracted to sell Your interest in the Premises or shall have accepted an offer in writing to purchase Your interest in the Premises subject to contract and the sale is cancelled or delayed solely in consequence of the Damage, then provided You shall make all reasonable efforts to complete the sale of the Premises as soon as practicable after the Damage You may opt for the amount payable by the Insurers to be as follows:

- a) during the period prior to the date upon which but for the Damage the Premises would have been sold:
the loss of Rent Receivable being:
the actual amount of the reduction in Rent Receivable solely in consequence of the Damage;
- b) during the period commencing with the date upon which but for the Damage the Premises would have been sold and ending with the actual date of sale or with the expiry of the Indemnity Period if earlier:
the loss in respect of interest being:
 - i) the actual interest incurred on capital borrowed (solely to offset in whole or in part the loss of use of the sale proceeds) for the purpose of financing the Business;
 - ii) the investment interest lost to the Insured on any balance of the sale proceeds (after deduction of any capital borrowed as provided under paragraph i) above
less any amount receivable in respect of Rent Receivable.

This clause also covers with the consent of the Insurers the additional expenditure being the expenditure necessarily and reasonably incurred during the Indemnity Period in consequence of the Damage solely to avoid or minimise the loss payable under a) and b) above.

2.6 Confirmation of Values at Risk

You must provide the Insurer at the inception of the Policy and annually thereafter with full details of the Rent Receivable.

Section 2 – Loss of Rental Income

2.7 Cost of Re-letting

The Insurers will pay costs and expenses that You necessarily and reasonably incur with the consent of the Insurers during the Indemnity Period in re-letting the Premises (including legal fees in connection with the re-letting) solely in consequence of the Damage.

2.8 Failure of Supply

This Section includes loss resulting from interruption of or interference with the Business as insured as a result of the accidental failure of supply of:

- a) electricity at the terminal ends of the service provider's feeders at the Premises;
- b) gas at the service provider's meters at the Premises;
- c) water at the service provider's main stop cock serving the Premises (other than by drought);
- d) telecommunications services (excluding the provision of extranets or access to or presence on the internet or access to applications and related services over the internet) at the incoming line terminals or receivers at the Premises but excluding satellites;

not occasioned by the deliberate act of any service provider nor by the exercise by any such provider of its power to withhold or restrict supply or provision of telecommunication services.

Special Conditions applicable to this clause:

- 1) the Maximum Indemnity Period shall not exceed 3 months in respect of telecommunications services;
- 2) the Indemnity Period shall commence 24 hours after the commencement of the failure of supply including telecommunications services and not as stated in the Definitions.

Provided that the Insurers liability any one loss under this clause shall not exceed 10% of the Sum Insured by the relevant item or £100,000 whichever is the less.

This Extension shall not apply to Premises at which the Buildings are Unoccupied.

2.9 Inadvertent Omission to Insure

The insurance extends to include any Rent Receivable of any Building within the Territorial Limits which You own or which You are responsible to insure which You have inadvertently failed to insure under this Policy or any other policy with the Insurer.

Provided that:

- a) immediately on becoming aware of any Rent Receivable not insured You shall arrange insurance with the Insurer with effect from inception of this Policy or the date upon which the insurance should have been arranged whichever is the later and pay the appropriate additional premium.
- b) this clause shall not apply to any Premises covered under Clause 2.1 – Acquisitions.
- c) the Insurer's maximum liability for any one claim will not exceed £250,000.
- d) You shall carry out at not less than annual intervals a check of all properties owned or leased by You and for which You are responsible to ensure that effective insurance is in force for such properties.
- e) this clause shall only be effective if the Insurer is the sole provider of Rent Receivable insurance in respect of Your properties owned in connection with the Business as defined in the Schedule and where You have an obligation to arrange such insurance.

2.10 Denial of Access – Notifiable Disease, Vermin, Defective Sanitary Arrangements, Murder, Suicide or Rape

The Insurers shall indemnify You in respect of interruption of or interference with the Business during the Indemnity Period following:

- a) any:
 - i) occurrence of a Notifiable Disease (as defined below) at the Premises or attributable to food or drink supplied from the Premises; or
 - ii) discovery of an organism at the Premises likely to result in the occurrence of a Notifiable Disease; or
 - iii) occurrence of a Notifiable Disease within a radius of 25 miles of the Premises.
- b) the discovery of vermin or pests at the Premises which causes restrictions on the use of the Premises on the order or advice of the competent local authority;
- c) any accident causing defects in the drains or other sanitary arrangements at the Premises which causes restrictions on the use of the Premises on the order or advice of the competent local authority; or
- d) any occurrence of murder, suicide or rape at the Premises.

Section 2 – Loss of Rental Income

Special Conditions applicable to this clause:

- 1) Notifiable Disease shall mean illness sustained by any person resulting from:
 - i) food or drink poisoning; or
 - ii) any human infectious or human contagious disease excluding Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition, an outbreak of which the competent local authority has stipulated shall be notified to them.
- 2) For the purposes of this clause:
Indemnity Period shall mean the period during which the results of the Business shall be affected in consequence of the occurrence discovery or accident beginning:
 - i) in the case of a) and d) above with the date of the occurrence or discovery; or
 - ii) in the case of b) and c) above the date from which the restrictions on the Premises applied;and ending not later than the Maximum Indemnity Period thereafter shown below.
- 3) Premises shall mean only those locations stated in the Premises definition. In the event that the Section includes an extension which deems loss destruction or damage at other locations to be Damage such extension shall not apply to this clause.
- 4) The Insurers shall not be liable under this clause for any costs incurred in the cleaning repair replacement recall or checking of property.
- 5) The Insurers shall only be liable for the loss arising at those Premises which are directly affected by the occurrence discovery or accident.
- 6) Maximum Indemnity Period shall mean 3 months.

Provided that the Insurers liability any one loss under this clause shall not exceed 10% of the Sum Insured by the relevant item or £250,000 whichever is the less.

This Extension shall not apply to Premises at which the Buildings are Unoccupied.

2.11 Denial of Access – Legionella

The Insurers shall indemnify You (to the extent that it is not covered under **Denial of Access – Notifiable Disease, Vermin, Defective Sanitary Arrangements, Murder, Suicide or Rape**) in respect of interruption of or interference with the Business during the Indemnity Period following any occurrence of Legionella at the Premises causing restrictions on the use thereof on the order or advice of a competent local authority.

Special Conditions applicable to this clause:

- 1) For the purposes of this clause:
Indemnity Period shall mean the period during which the results of the Business shall be affected in consequence of the occurrence beginning with the date of the occurrence and ending not later than the Maximum Indemnity Period thereafter shown below.
Premises shall mean only those locations stated in the Premises definition. In the event that the Section includes an extension which deems loss destruction or damage at other locations to be Damage such extension shall not apply to this clause.
- 2) The Insurers shall not be liable under this clause for any costs incurred in the cleaning repair replacement recall or checking of property except those costs and expenses necessarily incurred with the Insurers' consent in cleaning and decontamination of the air-conditioning or water supply equipment at the Premises the use of which has been restricted on the order or advice of a competent local authority
- 3) The Insurers shall only be liable for the loss arising at those Premises which are directly affected by the occurrence discovery or accident.
- 4) Maximum Indemnity Period shall mean 3 months.

Provided that the Insurers liability any one loss under this clause shall not exceed 10% of the Sum Insured by the relevant item or £250,000 whichever is the less.

This Extension shall not apply to Premises at which the Buildings are Unoccupied.

2.12 Loss of Investment Income on Late Payment of Rent

If as a result of Damage the Insurers are making a payment in respect of Rent Receivable and the payment by the Insurers to You is made later than the date upon which You would normally expect to receive such Rent from the lessee the Insurers will pay a further sum representing the interest which You would have earned by placing the money in Your normal deposit account on the earlier date.

2.13 Managing Agents Premises

The insurance by each item on Rent Receivable is extended to include loss as insured by this Section resulting solely from Damage to buildings or other property at any location within the Territorial Limits owned or occupied by Your managing agents for the purposes of their business in consequence of which the Rent Receivable by the Insured is reduced.

Provided that the Insurers liability any one loss under this clause shall not exceed 10% of the Sum Insured by the relevant item or £100,000 whichever is the less.

Section 2 – Loss of Rental Income

2.14 New Business

For the purpose of any claim arising from Damage occurring before the completion of the first years trading of the Business at the Premises such loss will be ascertained by applying the Rent Receivable earned during the period between the commencement of the Business and the date of the Damage to the amount by which the Rent Receivable during the period of interruption or interference will have fallen short of the proportional equivalent for that period of the Rent Receivable realised during the period between the commencement of the Business and the date of the Damage.

2.15 Payments on Account

Payments on Account may be made during the Indemnity Period if required on the date which but for the Damage the Rent would have been due from the lessee.

2.16 Prevention of Access

Subject to the terms and conditions of this Section, the Insurers shall indemnify You in respect of loss as insured by this Section resulting from interruption of or interference with the Business:

- a) in consequence of loss, destruction of or damage to property in the vicinity of the Premises, where such loss, destruction or damage shall prevent or hinder the use of or access to the Premises, whether or not Your Premises or Your property in the Premises is damaged, shall be deemed to be Damage, but excluding loss resulting from loss or destruction of or damage to property of any supply undertaking from which You obtain electricity, gas, water or telecommunications services which prevents or hinders the supply of such services.
- b) in consequence of the Premises or any property or rights of way within the vicinity of the Premises being:
 - (i) unlawfully occupied by third parties except in the course of a dispute between any employer and employee or group of workers;
 - (ii) thought to contain or actually containing a harmful device provided that the police are immediately informed; or
 - (iii) closed down or sealed off in accordance with instructions issued by the police or any other statutory body except where the cause of closure or sealing off is:
 - the condition of the Premises or the business carried on within the Premises;
 - Your or the lessee's non compliance with a prior order of the police or other statutory body; or
 - Action taken as a result of drought or diseases or other hazards to health.

Which prevents or hinders access to or use of the Premises.

Provided that the Insurer's liability any one loss under this clause shall not exceed 10% of the Sum Insured by the relevant item or £100,000 whichever is the less.

This Extension shall not apply to Premises at which the Buildings are Unoccupied.

2.17 Professional Accountants and Legal Fees

The Insurers will pay the reasonable charges payable by You to:

- a) Your professional accountants for producing information required by the Insurers, under Obligation 10.1e) of Section 10 – Claims Procedure, and for reporting that such information is in accordance with Your accounts;
- b) Your lawyers for determining Your contractual rights under any rent cessor clause or insurance break clause contained in the lease;

but not for any other purposes in the preparation of any claim.

Provided that the sum of the amount payable under this clause and the amount otherwise payable under the Policy shall in no case exceed the Sum Insured.

2.18 Lessee and Third Party by virtue of contractual arrangements – Failure to Insure

The insurance extends to include loss as insured by this Section resulting from interruption of or interference with the Business in consequence of loss, destruction of or damage to any building within the Territorial Limits which You own but for which the lessee is responsible by virtue of lease requirements or a third party by virtue of other contractual arrangements and which the lessee or third party has inadvertently failed to insure:

- A. against all the Perils insured by this Policy; or
- B. for a sufficient amount to provide for reinstatement of the Buildings as provided for by this Policy.

Section 2 – Loss of Rental Income

Provided that:

- a) immediately on becoming aware of:
 - i) any Building not insured for all the Perils insured by this Policy You shall arrange insurance for the uninsured Perils;
 - ii) any Building not insured for a sufficient amount to provide for reinstatement of the Buildings You shall arrange insurance for the amount of reinstatement; and pay the appropriate additional premium.
- b) this clause shall not apply to any Premises covered under Clause 2.1 – Acquisitions or Clause 2.9 – Inadvertent Omission to Insure and in respect of Buildings under A above shall apply only for the Perils not insured by the lessee's or third party's policy.
- c) the Insurer's maximum liability for any one claim will not exceed £250,000 but in no case shall the liability of the Insurer exceed the difference between the amount payable under any insurance effected by the lessee, third party or any other insurance on the premises and the total cost of reinstatement provided by this Policy.
- d) there shall be in force at the time of the Damage a valid and enforceable lease or contract requiring the property to be insured against some or all of the Perils insured hereby and the lessee or third party to make good any uninsured Damage.
- e) You have procedures in place to ensure that the lessee or third party effects and maintains adequate insurance and wherever possible Your interest is noted and protected by a non-invalidation clause and lapse/cancellation notification undertaking.
- f) the insurance under this clause shall be subject to all the terms conditions and exclusions of the Policy.
- g) the Insurer shall not be liable:
 - i) for the amount of any Excess or deductible under any more specific insurance;
 - ii) where the lessee's or third party's policy fails due to breach of any condition or warranty contained within the lessee's or third party's policy as a result of the action of the landlord;
 - iii) where any loss destruction or damage has been declined by any Insurer or made the subject of requirements which have not been completed;
 - iv) due to the failure of the lessee or third party to make or pursue a legitimate insurance claim.

2.19 Rent Free Period

If at the date of the Damage any Premises insured by this Policy are subject to a rent free period under the terms of the lease then the Indemnity Period stated in the Schedule shall be adjusted by adding the unexpired portion of the rent free period to the number of years shown in the Schedule provided that the Insurer's maximum liability does not exceed the Sum Insured or any Limit of Liability stated in the Policy whichever is the lower.

2.20 Subrogation Waiver

In the event of a claim arising under this Section the Insurers agree to waive any rights remedies or relief to which they might have become entitled by subrogation against:

- a) any Company standing in relation of parent to subsidiary (or subsidiary to parent) to You; and
- b) any Company which is a subsidiary of a parent company of which You are a subsidiary;

in each case within the meaning of the Companies Act or the Companies (NI) Order, as appropriate, current at the time of Damage;

- c) a tenant or lessee in respect of Damage to the part of the Buildings in the demise of that tenant or lessee or to common parts of the Buildings unless Damage arises out of a criminal fraudulent or malicious act.

2.21 Subsidence Ground Heave and Landslip

Special Conditions for Peril L) Subsidence Ground Heave and Landslip.

Insofar as this insurance relates to Damage caused by subsidence ground heave or landslip:

- a) You shall notify the Insurer immediately You become aware of any demolition groundworks excavation or construction being carried out on any adjoining site;
- b) the Insurer shall then have the right to vary the terms or cancel this cover.

2.22 Automatic Rent Review

Where the Loss of Rent Receivable is subject to a rent review during the Period of Insurance the relevant Sum Insured will be automatically increased to reflect the revised Loss of Rent Receivable earned up to a maximum increase of 100% of the Sum Insured on Loss of Rent Receivable stated on the Schedule.

No additional premium will be charged for this increase in cover during the Period of Insurance provided You advise the Insurers, prior to renewal, of the revised Loss of Rent Receivable for the next Period of Insurance.

2.23 Break Clause

This section shall not be prejudiced by any insurance or casualty break clause in a lease which enables a lessee to determine the lease in the event of Damage.

Section 2 – Loss of Rental Income

2.24 Unoccupied Buildings

Where the Buildings or any part of them are Unoccupied and sustain Damage during the Period of Insurance the Insurers' maximum liability will be the loss of Rent Receivable during the period of reinstatement or repair and will be calculated based solely upon any tenancy agreement in respect of such Building in existence at the time of the Damage occurring.

2.25 Value Added Tax

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

Section 3 – Terrorism

Certain words have specific meanings for the purpose of this Section, these are shown below, and the General Definitions shown in Section 7 also apply to this Section. The General Conditions in Section 8 and General Exclusions in Section 9 also apply to this Section.

Definitions for Section 3 – Terrorism

Damage

Damage shall mean accidental loss or destruction of or damage to the Property Insured.

Denial of Service Attack

Denial of Service Attack means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of Service Attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Great Britain

Great Britain means England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Sea Act 1987).

Hacking

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data.

Nuclear Installation

Nuclear Installation means any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for:

- a) the production or use of atomic energy; or
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations; or
- c) the storage processing or disposal of nuclear fuel or of bulk quantities or other radioactive matter being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

Nuclear Reactor

Nuclear Reactor means any plant (including any machinery equipment or appliance whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

Private Individual

Any person other than:

- a) a Trustee or body of Trustees where insurance is arranged under the terms of a trust;
- b) a person who owns Residential Property for the purpose of their business as a sole trader.

The definition of Private Individual shall include two or more persons where insurance is arranged in their several names and/or the title of the Policyholder includes the name of a bank or building society or other financial institution for the purpose of noting their interest in the Property Insured.

Residential Property

Residential Property means houses and blocks of flats and other dwellings (including household contents and personal effects of every description).

Terrorism

Terrorism means 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.

Treasury

Treasury means The Lords Commissioners of Her Majesty's Treasury from time to time or any successor relevant authority.

Section 3 – Terrorism

Virus or Similar Mechanism

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

Cover

In consideration of the payment of the Premium in respect of the Period of Insurance, the cover provided under the Sections shown under the Terrorism Section of the Schedule of this Policy is extended to include Damage or loss resulting from Damage to the Property Insured in Great Britain occasioned by or happening through or in consequence of Terrorism.

Provided that:

- a) the Insurers liability in respect of all losses arising out of any one occurrence and in the aggregate in any one Period of Insurance shall not exceed the Limits of Liability as otherwise specified under this Policy.
- b) the insurance by this Section is subject to the Exclusions stated below.

Exclusions

What is not covered (see also General Exclusions):

1) War and Allied Risks

Damage occasioned by riot civil commotion war invasion act of foreign enemy hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection or military or usurped power, nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority.

2) Electronic Risks

This insurance does not cover any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part of such computer, other equipment, system or item whether tangible or intangible (including but without limitation any information or programs or software) and whether or not Your property, where such Damage is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack.

3) Nuclear Installation or Nuclear Reactor

This insurance does not cover any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Damage in respect of any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor.

4) Nuclear Risks and Chemical Biological and Radiological Contamination

In respect of Residential Property insured in the name of a Private Individual this insurance does not cover any losses whatsoever or any expenditure resulting or arising therefrom or any Consequential Loss directly or indirectly caused by or contributed to by or arising from:

- a) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- b) ionising radiation or contamination by radioactivity or from the combustion of any radioactive material;
- c) chemical and/or biological and/or radiological irritants contaminants or pollutants.

5) Excluded Property

This insurance does not cover any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Damage in respect of:

- a) any property which is specifically excluded elsewhere in this Policy; or
- b) any property which is insured by or would but for the existence of this Policy be insured by any form of transit, aviation or marine policy.

Section 3 – Terrorism

Clauses & Conditions that apply to Section 3 – Terrorism

- 3.1** In any action or other proceedings where the Insurer alleges that any Damage or loss resulting from Damage is not covered by this Section the burden of proving that such Damage or loss is covered shall be upon You.
- 3.2** The Insurer will not indemnify You under this Section unless and until:
- a) the Treasury issues a certificate certifying that any loss was caused by an Act of Terrorism as defined in this Section; or
 - b) in the event of the Treasury refusing to issue such a certificate a tribunal formed by agreement between Us and Pool Reinsurance Company Limited decides that the cause of such loss was an Act of Terrorism as defined in this Section.

Subject otherwise to all the terms and conditions of this Policy.

Section 4 – Employers’ Liability

Certain words have specific meanings for the purpose of this Section, these are shown below, and the General Definitions shown in Section 7 also apply to this Section. The General Conditions in Section 8 and General Exclusions in Section 9 also apply to this Section.

Definitions for Section 4 – Employers’ Liability

Injury

Bodily injury, death, disease, illness or nervous shock.

Offshore

From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform, and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform.

Territorial Limits

- a) Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
- b) Elsewhere in the world, other than Offshore, in connection with temporary visits undertaken in the course of the Business by any person normally resident in the territories described in a) above.

Cover

The Insurers will indemnify You against all sums that You shall become legally liable to pay as damages, together with costs and expenses shown below, in respect of Injury sustained within the Territorial Limits during the Period of Insurance by any Employee arising out of his employment by You in the course of the Business.

Limit of Indemnity

The liability of the Insurers under this Section for damages, costs and expenses payable in respect of any one claim or series of claims against You arising out of one event shall not exceed the amount stated in the Schedule.

Costs and expenses shall be deemed to mean:

- a) costs and expenses of claimants for which You are legally liable;
- b) other costs and expenses incurred with the Insurers written consent in respect of any claim which may be the subject of indemnity under this Section;
- c) solicitors fees incurred with the Insurers written consent for:
 - i) defence in any Court of Summary Jurisdiction of any proceedings brought against You in respect of breach or alleged breach of any statutory duty resulting in Injury;
 - ii) representation at a Coroners Court or Fatal Accident Inquiry in respect of any death; which may be the subject of indemnity under this Section;
- d) legal costs and expenses incurred with the Insurer's written consent by You and, at Your request, any director or Employee, and costs awarded against You or the director or Employee arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the Period of Insurance under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man provided that:
 - i) the proceedings relate to the health safety or welfare of Employees;
 - ii) the Insurers will not indemnify You in respect of:
 - (1) proceedings consequent upon a deliberate act by or omission by You, any director or Employee;
 - (2) fines or penalties of any kind or the costs of appeal against improvement or prohibition notices; or
 - (3) costs and expenses insured by any other policy.

Section 4 – Employers’ Liability

- e) legal costs and expenses incurred with the Insurer’s written consent by You, and costs awarded against You arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of the defence of criminal proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation provided that:
 - i) the liability of the Insurers for all legal costs and expenses payable in any one Period of Insurance shall not exceed the sum of £5,000,000 or the Limit of Indemnity stated in the Schedule whichever is the lesser and will form part of and not be in addition to the Limit of Indemnity stated in the Schedule;
 - ii) the proceedings relate to an actual or alleged offence committed during the Period of Insurance within the Territorial Limits and in connection with the Business;
 - iii) the Insurers will not indemnify You in respect of:
 - (1) proceedings which result from any deliberate act or omission by You;
 - (2) any fines or penalties of any kind;
 - (3) any remedial or publicity orders or any steps required to be taken by such orders;
 - (4) costs and expenses insured by any other policy.

Additional Persons Insured

- a) In the event of the death of any person entitled to indemnity under this Section the Insurers will indemnify in the terms of this Section the deceased’s legal personal representatives but only in respect of liability incurred by such deceased person;
- b) At Your request the Insurers will indemnify in the terms of this Section:
 - i) any principal in respect of liability arising out of the performance by You of any agreement entered into by You with the principal to the extent required by such agreement;
 - ii) any of Your directors or Employees in respect of liability arising in connection with the Business;Provided that You would have been entitled to indemnity under this Section if the claim had been made against You;
 - iii) any officer committee or member of Your canteen, sports, social or welfare organisations, fire, security, first aid, medical or ambulance services in their respective capacities as such;
 - iv) any of Your directors or senior officials in respect of private work undertaken by any Employee for such director or senior official;
 - v) any officers or trustees of Your pension scheme;

Provided that:

- a) each person shall as though he were You observe fulfil and be subject to the terms of this Section insofar as they can apply; and
- b) the Insurers shall retain the sole conduct and control of all claims.

Compensation for Court Attendance

In the event of the following persons attending court as a witness at the request of the Insurers in connection with a claim in respect of which You are entitled to indemnity under this Section the Insurers will provide compensation to You at the following rates per day for each day on which attendance is required:

- a) any of Your directors or partners £500
- b) any Employee £250

Right of Recovery

This Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain Northern Ireland the Channel Islands or the Isle of Man but You shall repay to the Insurers all sums paid by the Insurers which the Insurers would not have been liable to pay but for the provisions of such law.

Section 4 – Employers' Liability

Unsatisfied Court Judgements

In the event of Injury to an Employee, sustained during the Period of Insurance and arising out of his employment by You in the course of the Business, which results in a judgement for damages being obtained by such Employee, or his personal representatives, and which remains unsatisfied in whole or in part six months after the date of such judgement, the Insurers will, at Your request, pay to the Employee or his personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that:

- a) the judgement for damages is obtained:
 - i) in a court of law within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; and
 - ii) against a company, partnership or individual other than You, conducting a business at or from premises within the territories described in i) above;
- b) there is no appeal outstanding;
- c) the judgement relates to Injury which would otherwise be within the terms of the Policy; and
- d) if any payment is made under the terms of this clause the Employee or the personal representative of the Employee shall assign the judgement to the Insurers.

Exclusions

What is not covered (see also *General Exclusions*):

- 1) So far as concerns the liability of any principal or liability assumed by You under agreement, and which would not have attached in the absence of such agreement, this Section shall not apply to any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 2) Any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or other compulsory road traffic act legislation.
- 3) Any liability arising out of work undertaken or operations located Offshore.
- 4) More than £5,000,000 including Claimant's Costs, Defence Costs and under all extensions in respect of any one claim or series of claims (regardless of the number of claimants) arising out of one event which falls within the definition of Terrorism under this Policy.
- 5) More than £5,000,000 including Claimant's Costs, Defence Costs and under all extensions in respect of any one claim or series of claims (regardless of the number of claimants) directly or indirectly caused by or alleged to be caused by or contributed to in whole or in part by or arising out of the manufacture of, mining of, use of, sale of, installation of, survey or investigation of, management of, removal or distribution of, existence of or exposure to asbestos products, asbestos fibres or asbestos dust or property or materials containing any of the foregoing.

Section 5 – Property Owners’ Public and Products Liability

Sub-Section 5(a) – Property Owners’ Public Liability

Certain words have specific meanings for the purpose of this Section, these are shown below, and the General Definitions shown in Section 7 also apply to this Section. The General Conditions in Section 8 and General Exclusions in Section 9 also apply to this Section.

Definitions for Sub-Section 5(a) – Property Owners’ Public Liability

Injury

Bodily injury, death, disease, illness or nervous shock.

Offshore

From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform, and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform.

Products Supplied

Product or item, including containers, packaging, instruction, or labelling sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by or on behalf of You or any structure, constructed, erected or installed or contract work executed by or on behalf of You in the course of the Business.

Territorial Limits

- a) Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- b) manual and non-manual work carried out during temporary visits anywhere in the world other than the United States of America or Canada in the course of the Business by any person normally resident within the territories described in a) above.
- c) non-manual work carried out during temporary visits to the United States of America or Canada by any person normally resident within the territories described in a) above.

Excess

The first amount of each and every claim (as shown in the Schedule) for which You are responsible at each separate Premises after the application of all other terms and conditions of the insurance

Cover

Indemnity

The Insurer will indemnify You against all sums that You shall become legally liable to pay as damages in respect of accidental:

- a) Injury to any person;
- b) loss of or damage to material property;
- c) obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement; or
- d) wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy;

occurring within the Territorial Limits during the Period of Insurance and happening in connection with the Business.

Limit of Indemnity

The liability of the Insurers for all damages payable to any claimant or number of claimants as a result of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the amount stated in the Schedule for any one event.

Section 5 – Property Owners’ Public and Products Liability

Contingent Motor Liability

Notwithstanding Exclusion 2) under ‘**What is not covered.**’ the Insurers will indemnify You in the terms of this Section against legal liability in respect of Injury, loss or damage arising out of the use in connection with the Business of any motor vehicle not owned or provided by You.

The Indemnity will not apply to legal liability:

- a) in respect of loss of or damage to any such vehicle or to goods carried in or on the vehicle;
- b) in respect of Injury, loss of or damage arising while such vehicle is being:
 - i) driven by You;
 - ii) driven with the general consent of You or of Your representative by any person who to the knowledge of You or Your representative does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding such a licence;
 - iii) used elsewhere than in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; or
 - iv) engaged in racing, pace making reliability trials or speed testing;
- c) in respect of which You are entitled to indemnity under any other insurance.

Defective Premises Act

The Insurer will indemnify You in respect of Injury or loss or damage to Property which You may incur as owner by virtue of the Defective Premises Act 1972 in connection with any premises which have been disposed of by You and which prior to disposal were occupied by You in connection with the Business.

The Indemnity will not apply to legal liability:

- a) for which You are entitled to indemnity under any other policy of insurance;
- b) for Injury, loss or damage happening prior to such disposal; or
- c) for the cost of repairing, replacing or reinstating any defect giving rise to such claim or for the rectification of faulty workmanship.

Libel and Slander

The Insurers will indemnify You in respect of legal liability to pay damages and claimants costs and expenses in respect of claims made against You during the Period of Insurance arising from any act of libel or slander committed or uttered in good faith by You during the Period of Insurance in the course of the Business.

Provided always that:

- a) the indemnity granted by this clause will apply solely to the Insured’s in-house and trade publications;
- b) the liability of the Insurers under this clause will not exceed £250,000 in any one Period of Insurance.

Overseas Personal Liability

The Insurers will indemnify You and, if You so request, any of Your directors, partners or Employees or spouse of such person against legal liability incurred in a personal capacity whilst temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with the Business.

The Indemnity will not apply to legal liability:

- a) arising out of the ownership or occupation of land or buildings; or
- b) in respect of which any person referred to is entitled to indemnity under any other insurance.

Rented Premises

Exclusion 5) b) under ‘**What is not covered.**’ shall not apply to premises leased, let, rented, hired or lent to You.

The Indemnity will not apply to legal liability in respect of:

- a) loss or damage arising under agreement unless liability would have attached to You in the absence of such agreement;
- b) loss of or damage to premises caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected by You or on Your behalf; and
- c) the first £500 of each and every occurrence of loss or damage caused otherwise than by fire or explosion.

Section 5 – Property Owners’ Public and Products Liability

Exclusions

What is not covered (see also General Exclusions):

Legal liability:

- 1) arising out of:
 - a) work in or on aircraft;
 - b) work in or on airport or aerodrome runways, manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access; or
 - c) the ownership possession or use by You or on Your behalf of any aircraft watercraft (other than watercraft not exceeding 8 metres in length or any hand-propelled boat or pontoon);
- 2) arising out of the ownership, possession or use by You or on Your behalf of any mechanically propelled vehicle or attached trailer in circumstances where compulsory insurance or security is required or where insurance is provided by another policy provided always that:
this exclusion shall not apply in respect of liability arising during the act of loading or unloading any such mechanically propelled vehicle or attached trailer unless insurance is provided by another policy;
- 3) in respect of Injury or loss of or damage to property caused by or in connection with any Products Supplied which have ceased to be in Your custody or control other than food or drink provided as a service at Your Premises to Employees or visitors;
- 4) in respect of Injury to any Employee;
- 5) in respect of loss of or damage to:
 - a) property belonging to You; or
 - b) property which is leased, let, rented, hired or lent to You or which is the subject of a bailment to You;
- 6) arising out of professional advice, design or specification provided by You or on behalf of You for a fee;
- 7) for the costs of remedying any defect or alleged defect in land or premises sold or disposed of by You or for any reduction in the value of such land or premises;
- 8) assumed by You under agreement unless the conduct and control of claims is vested in the Insurers but indemnity shall not in any event apply to liquidated damages, fines or penalties;
- 9) arising out of work undertaken or operations located Offshore;
- 10) for loss of or damage to that part of any property upon which You are or have been working where the loss or damage is the direct result of such work;
- 11) for aggravated exemplary vindictive or punitive damages awarded by any Court of Law;
- 12) the amount of excess as stated in the Schedule of each and every occurrence in respect of loss or damage to property.

Section 5 – Property Owners’ Public and Products Liability

Sub-Section 5(b) – Products Liability

Certain words have specific meanings for the purpose of this Section, these are shown below, and the General Definitions shown in Section 7 also apply to this Section. The General Conditions in Section 8 and General Exclusions in Section 9 also apply to this Section.

Definitions for Sub-Section 5(b) – Products Liability

Injury

Bodily injury, death, disease, illness or nervous shock.

Offshore

From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform, and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform.

Products Supplied

Product or item, including containers, packaging, instruction, or labelling sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by or on behalf of You or any structure, constructed, erected or installed or contract work executed by or on behalf of You in the course of the Business.

Territorial Limits

Anywhere in the world in respect of Products Supplied in or from Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Excess

The first amount of each and every claim (as shown in the Schedule) for which You are responsible at each separate Premises after the application of all other terms and conditions of the insurance

Cover

Indemnity

The Insurers will indemnify You against all sums that You shall become legally liable to pay as damages and costs and expenses of claimants in respect of accidental:

- a) injury to any person; and
- b) loss of or damage to material property;

occurring within the Territorial Limits during the Period of Insurance and caused by any Products Supplied.

Limit of Indemnity

The liability of the Insurers for all damages payable as a result of all occurrences during any one Period of Insurance shall not exceed the amount stated in the Schedule for any one Period of Insurance.

Section 5 – Property Owners’ Public and Products Liability

Exclusions

What is not covered (see also *General Exclusions*):

Legal liability:

- 1) in respect of Injury, loss or damage to property caused by or in connection with any Products Supplied which are in Your custody or control;
- 2) in respect of Injury, loss or damage to property caused by or in connection with any Products Supplied which to Your knowledge are for use in or on any aircraft or aerospace device;
- 3) in respect of Injury, loss or damage to property caused by or in connection with any Products Supplied which to Your knowledge are directly or indirectly exported to the United States of America or Canada;
- 4) in respect of Injury to any Employee;
- 5) in respect of loss of or damage to:
 - a) property belonging to You; or
 - b) property which is leased, let, rented, hired or lent to You or which is the subject of a bailment to You.
- 6)
 - a) in respect of the cost or value of any Products Supplied or replacement, repair, removal, rectification or reinstatement of Products Supplied where legal liability arises from a defect in or the unsuitability of such Products Supplied;
 - b) for any costs incurred in recalling or modifying any Products Supplied;
- 7) assumed by You under agreement unless the conduct and control of claims is vested in the Insurers but indemnity shall not in any event apply to:
 - a) liquidated damages fines or penalties; or
 - b) legal liability which attaches by virtue of an express warranty indemnity or guarantee given or entered into by You in connection with any Products Supplied and which would not have attached in the absence of such warranty indemnity or guarantee.
- 8) arising out of professional advice, design or specification provided by You or on behalf of You for a fee;
- 9) for aggravated exemplary vindictive or punitive damages awarded by any Court of Law.

Section 5 – Property Owners’ Public and Products Liability

Applicable to Section 5 – Property Owners’ Public and Products Liability

Cover Clauses

Costs

The Insurers will in addition:

- a) pay all other costs and expenses incurred with its written consent in respect of any claim which may be the subject of indemnity under this Section;
- b) pay solicitors fees incurred with its written consent for:
 - i) defence in any Court of Summary Jurisdiction of any proceedings brought against You in respect of breach or alleged breach of any statutory duty resulting in Injury; and
 - ii) representation at a Coroners Court or Fatal Accident Inquiry in respect of any death; which may be the subject of indemnity under this Section;
- c) indemnify You and, at Your request, any director or Employee in respect of legal costs and expenses incurred with the Insurers written consent, and costs awarded against You and Your director or Employee arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the Period of Insurance under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man provided that:
 - i) the proceedings relate to the health, safety or welfare of persons other than Employees;
 - ii) the Insurers will not indemnify You in respect of:
 - (1) fines or penalties of any kind or the costs of appeal against improvement or prohibition notices;
 - (2) proceedings which result from any deliberate act by or omission by You, any director or Employee;
 - (3) costs and expenses insured by any other policy.
- d) indemnify You in respect of legal costs and expenses incurred with the Insurer’s written consent by You, and costs awarded against You arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of the defence of criminal proceedings for any offence brought under the Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation provided that:
 - i) the liability of the Insurers for all legal costs and expenses payable in any one Period of Insurance shall not exceed the sum of £5,000,000 or the Limit of Indemnity stated in the Schedule whichever is the lesser and will form part of and not be in addition to the Limit of Indemnity stated in the Schedule;
 - ii) the proceedings relate to an actual or alleged offence committed during the Period of Insurance within the Territorial Limits and in connection with the Business;
 - iii) the Insurers will not indemnify You in respect of:
 - (1) proceedings which result from any deliberate act or omission by You;
 - (2) any fines or penalties of any kind;
 - (3) any remedial or publicity orders or any steps required to be taken by such orders;
 - (4) costs and expenses insured by any other policy.

Additional Persons Insured

- a) In the event of the death of any person entitled to indemnity under this Section the Insurers will indemnify in the terms of this Section the deceased’s legal personal representatives but only in respect of liability incurred by such deceased person;
- b) At Your request the Insurers will indemnify in the terms of this Section:
 - i) any principal in respect of liability arising out of the performance by You of any agreement entered into by You with the principal to the extent required by such agreement;
 - ii) any of Your directors or Employees in respect of liability arising in connection with the Business; Provided that You would have been entitled to indemnity under this Section if the claim had been made against You.
 - iii) any officer committee or member of Your canteen, sports, social or welfare organisations, fire, security, first aid, medical or ambulance services in their respective capacities as such;
 - iv) any of Your directors or senior officials in respect of private work undertaken by any Employee for such director or senior official;
 - v) any officers or trustees of Your pension scheme.

Section 5 – Property Owners’ Public and Products Liability

Provided that:

- a) each such person shall, as though he were You, observe, fulfil and be subject to the terms of this Section insofar as they can apply;
- b) the Insurers shall retain the sole conduct and control of all claims;
- c) where the Insurer is required to indemnify more than one party the total amount of indemnity payable to all parties in respect of damages shall not exceed the Limit of Indemnity.

Compensation for Court Attendance

In the event of the following persons attending court as a witness at the request of the Insurers in connection with a claim in respect of which You are entitled to indemnity under this Section the Insurers will provide compensation to You at the following rates per day for each day on which attendance is required:

- | | |
|--------------------------------------|------|
| a) any of Your directors or partners | £500 |
| b) any Employee | £250 |

Consumer Protection Act 1987 – Legal Defence Costs

The Insurer will pay all amounts You or, at Your request, any of Your directors or Employees become legally liable to pay in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 or any regulations made under the Act committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with their consent in an appeal against conviction arising from the proceedings.

Provided always that:

- a) the criminal proceedings relate to an offence committed in the course of Your Business as stated on the Schedule;
- b) this extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- c) You and Your directors or Employees shall give the Insurer immediate notice of any summons or other proceedings against You or Your directors or Employees.

The Indemnity will not apply to legal liability:

- a) where You or Your directors or Employees are insured by any other policy of insurance;
- b) where the criminal proceedings are in respect of any deliberate or intentional criminal act or omission of You or Your directors or Employees;
- c) in respect of legal costs and expenses which You or Your directors or Employees may be ordered to pay by a court of Criminal Jurisdiction in respect of the deliberate or intentional criminal act or omission of You or Your director or Employee;
- d) in respect of fines or penalties;
- e) for the cost of any investigation or inquiry other than a solicitor’s investigation restricted to criminal proceedings as above defined; and
- f) unless the Insurers have the sole conduct and control of all claims.

Cross Liabilities

This Section shall apply separately to each person named in the Schedule as if a separate policy had been issued to each provided that if the Insurer is required to indemnify more than one party in respect of any occurrence the total liability of the Insurer shall not exceed the Limit of Indemnity.

Data Protection Act 1998 Extension

The Insurer will indemnify You in respect of liability arising under the Data Protection Act 1998 to pay compensation for damages or distress, provided that:

- a) the process of registration under the above Act has been commenced or completed by You and the application has not been refused or withdrawn;
- b) no liability arises as a result of the provision by You of the services of a Data Processor.

The total liability of the Insurers including all costs and expenses shall not exceed £250,000 during any one Period of Insurance.

For the purposes of this extension the phrases or words Data Processor and Data shall carry the same meaning as defined under the Data Protection Act 1998.

The Indemnity will not apply to legal liability:

- a) in respect of the recording or provision of Data for reward or for determining the financial status of any person; or
- b) which arises as a result of Your deliberate act or omission and which could reasonably have been expected by You having regard to the nature and circumstances of such act or omission.

Section 5 – Property Owners’ Public and Products Liability

Discharge of Liability

The Insurers may pay the Limit of Indemnity or any lesser amount for which any claim or claims against You can be settled and the Insurers shall be under no further liability in respect of such claim or claims except for costs or expenses incurred prior to the date of such payment.

Food Safety Act Legal Defence Costs

The Insurer will pay legal costs and expenses You or, at Your request, any of Your directors or Employees incur in the defence of any criminal proceedings brought for a breach of the Food Safety Act 1990, or any regulations under the Act, committed or alleged to have been committed during the Period of Insurance. The Insurer will also pay legal costs and expenses incurred with their consent in an appeal against conviction arising from such proceedings.

Provided always that:

- a) the criminal proceedings relate to an offence committed in the course of Your Business as stated on the Schedule;
- b) this extension only applies to proceedings brought in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- c) You or Your directors or Employees give the Insurers immediate notice of any summons or other process served upon You or Your directors or Employees and of any event that may give rise to proceedings against You or Your directors or Employees.

The Indemnity will not apply to legal liability:

- a) where You or Your directors or Employees are insured by any other policy of insurance;
- b) where the criminal proceedings are in respect of any deliberate or intentional criminal act or omission of You or Your directors or Employees;
- c) for legal costs and expenses which You or Your directors or Employees may be ordered to pay by a court of Criminal Jurisdiction in respect of the deliberate or intentional criminal act or omission of You or Your directors or Employees;
- d) in respect of fines or penalties;
- e) for the cost of any investigation or inquiry other than a solicitor’s investigation restricted to criminal proceedings as above defined.

Legionellosis Liability

The Pollution or Contamination Exclusion shall not apply to any discharge release or escape of Legionella or other airborne pathogens from water tanks water systems air conditioning plants cooling towers and the like;

Provided that;

- a) the Insurers will only indemnify You:
 - i) in respect of claims arising from Pollution or Contamination which arise out of or as a consequence of any discharge release or escape of Legionella or other airborne pathogens from water tanks water systems air conditioning plants cooling towers and the like first made in writing to You during the Period of Insurance; or
 - ii) if the first notification of a circumstance which has caused or is alleged to have caused Injury or damage and can be reasonably expected to give rise to a claim arising from Pollution or Contamination which arises out of or as a consequence of any discharge release or escape of Legionella or other airborne pathogens from water tanks water systems air-conditioning plants cooling towers and the like is notified to the Insurers during the Period of Insurance or within thirty days after the expiry of the same Period of Insurance;
- b) the liability of the Insurers under this extension for all compensation (including interest thereon) and claimants costs and expenses payable shall not exceed £1,000,000 and for all claims arising from Pollution or Contamination shall not exceed the Limit of Indemnity as stated in the Schedule;
- c) this extension shall not apply to any claim arising from Pollution or Contamination which arises out of or as a consequence of any discharge release or escape of Legionella or other airborne pathogens from water tanks water systems air conditioning plants cooling towers and the like if before the Period of Insurance You had become aware of circumstances which have given or may give rise to such Pollution or Contamination.

USA and Canada

Insofar as this Section applies to legal liability arising in the United States of America or Canada or if an action for damages is commenced therein or in any subsequent action in connection therewith is brought elsewhere in the world the liability of the Insurers in respect of all damages payable together with the costs and expenses of claimants and any other costs and expenses incurred with the Insurers written consent shall not exceed the Limit of Indemnity and shall exclude punitive damages and/or exemplary damages and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages or by way of fines or penalties.

Section 5 – Property Owners’ Public and Products Liability

Pollution Clean Up Costs Extension

In respect of Pollution and Contamination occurring in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance the Indemnity provided by Section 5 of this Policy is extended to indemnify You against:

1. the cost of any Remediation legally required or ordered by any statutory authority or regulator acting in accordance with the terms of any Environmental Legislation to be conducted by the You; and
2. liability for the cost of any Remediation conducted by any statutory authority or regulator and legally sought from You by that statutory authority or regulator in accordance with the terms of any Environmental Legislation

All Pollution and Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

For the purposes of this Extension, the following definitions shall apply:

Environmental Legislation shall mean any legislation for the protection of the environment or control of Pollution and Contamination.

Pollution and Contamination shall mean all pollution or contamination of water or land (but excluding any pollution or contamination of buildings or other structures).

Remediation shall mean works or operations to treat remove or dispose of Pollution and Contamination

Provided that

1. under this Extension the Insurers shall indemnify You only to the extent that the remediation to which the indemnified cost relates is the minimum necessarily conducted under the provisions of Environmental Legislation;
2. this Extension does not cover any costs, or any liability for costs of remediation arising out of:
 - i. Pollution and Contamination consisting of any radioactive substances or asbestos
 - ii. Pollution and Contamination caused by or arising out of the ownership operation or use of any motor vehicle (whilst on any road), marine vessel or aircraft
3. this Extension does not cover any costs, or any liability for costs, of Remediation carried out on or in order to protect any property belonging to or in the custody or control of You;
4. this Extension does not cover any costs or any liability for costs to the extent they relate to:
 - i. any measures to prevent the spread of any Pollution and Contamination or the removal of an immediate threat of Pollution and Contamination;
 - ii. the removal or disposal of any waste deposited by or on behalf of You;
 - iii. any amounts payable by way of compensation to third parties affected by such Pollution and Contamination;
 - iv. any amount payable by way of fines or penalties ;
 - v. any costs and expenses incurred by You or prosecution costs and expenses awarded against You in connection with any criminal proceedings arising out of the Pollution and Contamination; or
 - vi. any works or operations that improve the state or condition of water or land in comparison with its state or condition immediately prior to the incident that caused the Pollution and Contamination.
5. the total amount payable under this Extension shall not exceed the sum of £100,000 in the aggregate during any one Period of Insurance excluding the first £1000 in respect of each and every claim;

Section 5 – Property Owners’ Public and Products Liability

6. The Indemnity provided under this extension is subject otherwise to the Terms, Exclusions and Conditions of Section 5 of this Policy.

Financial Loss Extension

The Indemnity provided by Section 5 of this Policy is extended to indemnify You against all such sums that You shall become legally liable to pay as damages and costs and expenses of claimants in respect of accidental financial loss. The Indemnity will only apply to:

- a) a claim which is first made in writing against You during the Period of Insurance; and
- b) which is notified to the Insurer during the same Period of Insurance or within 30 days after the expiry of such Period of Insurance.

Provided that:

- a) the liability of the Insurer under this extension for all damages and claimants costs and expenses arising out of all claims first made against You during any one Period of Insurance shall not in the aggregate exceed the sum of £100,000; and
- b) You shall be responsible under this extension for the first 10% of all damages and claimants costs and expenses payable in respect of each and every claim made against You subject to You being responsible for a minimum amount of £5,000 in respect of each and every such claim.

Exclusions to this Extension

The indemnity provided by this extension will not apply to legal liability:

- 1) in respect of:
 - i) Injury to any person;
 - ii) loss of or damage to material property;
 - iii) nuisance, trespass, obstruction, loss of amenities or interference with any right of way, air, light or water; or
 - iv) wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy.
- 2) arising under contract whether by virtue of express agreement or otherwise;
- 3) for the actual cost or value of any Products Supplied or replacement, repair, removal or reinstatement of any Products Supplied;
- 4) for:
 - i) liquidated damages, fines, penalties or payments to any statutory authority arising out of the enforcement of any statutory requirement or duty;
 - ii) libel, slander or passing off or infringement of patent, copyright, trademark or trade name;
 - iii) financial loss sustained by any Employee arising out of or in the course of employment by You.
- 5) caused by or arising from:
 - i) breach of professional duty or service or any error or omission in estimates or advice given by You or on Your behalf in a professional capacity or in design, plan, drawings or specification for which a fee is charged or would normally be charged;
 - ii) property in the custody or under the control of you or any Employee or failure to return such property;
 - iii) the storage, processing or transmission by You or on Your behalf of computer data;
 - iv) delay, non-completion or non-delivery;
 - v) any act of fraud or dishonesty by You or any Employee; or
 - vi) any circumstances known to You at inception of this extension which may give rise to a claim for financial loss.
- 6) arising:
 - i) outside Great Britain, Northern Ireland, or the Isle of Man;
 - ii) out of any cause giving rise to financial loss happening before the Retroactive Date which, unless specified to the contrary, shall be the inception date of this Policy.

The Indemnity provided under this extension is subject otherwise to the Terms, Exclusions and Conditions of Section 5 of this Policy.

Section 5 – Property Owners’ Public and Products Liability

Exclusions

What is not covered (see also General Exclusions):

Pollution or Contamination

Legal liability in respect of Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

The liability of the Insurers for all damages payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the amount shown in the Schedule as the Limit of Indemnity for any one event.

For the purpose of this exclusion and limitation 'Pollution or Contamination' shall be deemed to mean:

- a) all Pollution or Contamination of buildings or other structures or of water or land or the atmosphere;
and
- b) all loss or damage or Injury directly or indirectly caused by such Pollution or Contamination.

Asbestos

This insurance does not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, 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.

Section 6 – Legal Expenses

Sub-Section 6(a) – Commercial Legal Protection

This Section applies ONLY if the Schedule shows that “Section 6(a) – Commercial Legal Protection” is operative.

This Section is underwritten by DAS Legal Expenses Insurance Company Limited (“DAS”).

Certain words have specific meanings for the purpose of this Section, these are shown below, and the General Definitions shown in Section 7 also apply to this Section. The General Conditions in Section 8 and General Exclusions in Section 9 also apply to this Section.

Definitions for Section 6(a) – Commercial Legal Protection

We, Us, Our (for the purposes of this Section only)
DAS Legal Expenses Insurance Company Limited (“DAS”).

The Policyholder

As shown in the Schedule.

Insured Person

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

Representative

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

Period of Insurance

The period as shown in Your Schedule, for which We have agreed to cover the Insured Person and for which the Premium has been paid.

Full Enquiry

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

Aspect Enquiry

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

Tax Intervention Enquiry

An examination by HM Revenue & Customs to measure the level of compliance in the Policyholder's financial accounting records to highlight areas where errors have or may occur.

Date of Occurrence

- 1) For civil cases (other than under Insured Incident - 4 Tax Protection), the Date of Occurrence is when the originating cause of action first accrued.
- 2) For criminal cases, the Date of Occurrence is when the Insured Person commenced or is alleged to have commenced to violate the criminal law in question.
- 3) For Full Enquiries or Aspect Enquiries, the Date of Occurrence is when HM Revenue & Customs first notifies in writing the intention to make enquiries. For Tax Intervention Enquiries, the Date of Occurrence is when HM Revenue & Customs first contacts the Policyholder in relation to commencing an intervention enquiry into their Business accounts. For Employers' Compliance and Value Added Tax disputes, the Date of Occurrence is when the relevant authority sends an assessment or written decision to the Policyholder.

Territorial Limit (for the purposes of this Section only)

- For Insured Incident 2 - Legal Defence (excluding paragraph 4) thereof, and Insured Incident 3 b) - Bodily Injury:
 - The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
- For all other Insured Incidents:
 - The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

Section 6 – Legal Expenses

Costs and Expenses

- Legal Costs

All reasonable and necessary costs chargeable by the Representative on a standard basis.

Also the costs incurred by opponents in civil cases if an Insured Person has been ordered to pay them, or pays them with Our agreement.

- Accountant's Costs

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

- Attendance Expenses

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

The amount We will pay is based on the following:

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

The Property

The property or properties insured as stated in Your Schedule.

Rent Arrears

Unpaid rent that is owed to the Policyholder under a tenancy agreement, or would have been owed to the Policyholder but for the breach of a tenancy agreement to let The Property.

How We can help

To make a claim under this Section please telephone Us on 0117 934 2111, quoting Your DAS Policy number TS5/5989283. We will ask You about Your legal dispute and if necessary call You back at an agreed time to give You legal advice. If Your dispute needs to be dealt with as a claim under this Section, We will provide You with a claim reference number. At this point We will not be able to confirm that You are covered but We will pass the information You have given Us to Our claims handling teams and explain what to do next.

If You would prefer to report Your claim in writing please send it to the Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Alternatively You can email Your claim to Us at newclaims@das.co.uk

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

If You need help from Us

You can phone Us any time on 0117 934 2111 for advice on any commercial legal or tax problem affecting Your Business.

When We cannot help

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

Problems

We will always try to give You a quality service. If You think We have let You down, please write to Our Customer Relations Department at Our Head Office address shown below. Alternatively You can telephone Us on 0117 934 0066 or email Us at customerrelations@das.co.uk. Details of Our internal complaint handling procedures are available on request.

Our Head and Registered Office is:

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

If You are still not happy, You can contact the Financial Ombudsman Service at Exchange Tower, London, E14 9SR. They can also be contacted by telephone on 0845 080 1800. Their website is www.financial-ombudsman.org.uk (Using these services does not affect Your right to take legal action).

Section 6 – Legal Expenses

Cover

This Section will cover the Insured Person in respect of any Insured Incident arising in connection with the Business shown in the Policy Schedule if the insurance premium has been paid.

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

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

For all Insured Incidents, We will help in appealing or defending an appeal as long as the Insured Person tells Us within the time limits allowed that they want Us to appeal. Before We pay any Costs and Expenses for appeals, We must agree that it is always more likely than not that the appeal will be successful.

If a Representative is used, We will pay the Costs and Expenses incurred for this.

We will pay Compensation Awards that We have agreed to.

The most We will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000.

INSURED INCIDENTS WE WILL COVER

1) Employment Disputes and Compensation Awards

a) *Employment Disputes*

We will defend the Policyholder's legal rights:

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

What is not covered by ***Insured Incident 1a) Employment Disputes***

- 1) Any employment dispute where the cause of action arises within the first 90 days of the indemnity provided by this Section.
- 2) Any dispute with an employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of the indemnity provided by this Section if the Date of Occurrence was within the first 180 days of the indemnity provided by this Section.
- 3) Any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the indemnity provided by this Section.
- 4) Any claim in respect of damages for personal injury or loss of or damage to property.
- 5) Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.

b) *Compensation Awards*

We will pay:

- 1) any basic and compensatory award; and/or
 - 2) an order for compensation following a breach of the Policyholder's statutory duties under employment legislation;
- in respect of a claim We have accepted under ***Insured Incident 1a) Employment Disputes***;

Section 6 – Legal Expenses

Provided that:

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

What is not covered by ***Insured Incident 1b) Compensation Awards***

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

c) Service Occupancy

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

What is not covered by ***Insured Incident 1c) Service Occupancy***

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

2) Legal Defence

At the Policyholder's request:

- 1) We will defend the Insured Person's legal rights:
 - a) prior to the issue of legal proceedings when dealing with the;
 - (i) Police;
 - (ii) Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer; where it is alleged that the Insured Person has or may have committed a criminal offence; or
 - b) following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction; or
 - c) if civil action is taken against the Insured Person for compensation under section 13 of the Data Protection Act 1998. We will also pay any compensation award made against the Insured Person under section 13 of the Data Protection Act 1998.
- 2) We will defend the Policyholder's legal rights following civil action taken against the Policyholder for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance.
- 3) We will defend the Insured Person's (other than the Policyholder) legal rights if:
 - a) an event arising from their work as an employee leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion; or
 - b) civil action is taken against them as a trustee of a pension fund set up for the benefit of the Policyholder's employees.
- 4) We will represent the Insured Person in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting the Policyholder's Business.

Section 6 – Legal Expenses

- 5) We will represent the Policyholder in appealing against the refusal of the Information Commissioner to register the Policyholder's application for registration.
- 6) We will pay the attendance expenses of an Insured Person for jury service.

Provided that:

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

What is not covered by **Insured Incident 2) Legal Defence**

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

3) Property Protection and Bodily Injury

a) Property Protection

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

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

What is not covered by **Insured Incident 3a) Property Protection**

Any claim relating to the following:

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

b) Bodily Injury

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

What is not covered by **Insured Incident 3b) Bodily Injury**

Any claim relating to the following:

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

4) Tax Protection

a) Full or Aspect Enquiries

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

b) Tax Intervention Enquiries

We will negotiate on behalf of the Policyholder and represent them in any dealings with HM Revenue & Customs in respect of a Tax Intervention Enquiry.

c) Employers' Compliance

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

d) VAT Disputes

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

Provided that:

- 1) for all Insured Incidents, the Policyholder has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.
- 2) We will not pay more than £2,000 for claims in respect of Aspect Enquiries or Tax Intervention Enquiries

Section 6 – Legal Expenses

What is not covered by **Insured Incident 4) Tax Protection**

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

5) **Commercial Lease Disputes**

We will defend the legal rights of the Policyholder:

- 1) in a dispute with a tenant arising from a breach or alleged breach of the tenancy agreement applying to Premises which are owned by or are the responsibility of the Policyholder;
- 2) to recover money and interest due from a lease, licence or tenancy of land or buildings including enforcement of judgement provided that:
 - a) the amount in dispute exceeds £250;
 - b) the Premises which are the subject to the dispute are insured by the Policy to which this insurance attaches.

What is not covered by **Insured Incident 5) Commercial Lease Disputes**

- 1) A claim where the cause of action arises within 90 days of the start of this cover.
- 2) The recovery of money and interest due from a tenant other than disputes where the tenant intimates that a defence exists.
- 3) A dispute arising from or relating to:
 - a) the renewal of the lease or tenancy agreement;
 - b) a rent review;
 - c) the supply of services by or through the Policyholder.

6) **Residential Repossession**

We will negotiate for the following:

a) *England, Wales and Scotland*

The Policyholder's legal rights in trying to get possession of The Property that has been let under:

- an assured shorthold tenancy; or
- a short assured tenancy; or
- an assured tenancy.

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

The Policyholder's legal rights in trying to get possession of The Property if The Property has been let to a limited company or partnership for people to live in.

The Policyholder's legal rights in trying to get possession of The Property if The Property has been let and the Insured Person lives in The Property as the landlord.

b) *Northern Ireland*

The Policyholder's legal rights in trying to get possession of The Property that has been let to which The Private Tenancies Order 2006 applies.

Conditions:

- (i) For both **a)** and **b)** the tenant must be given the correct notices advising that the Policyholder wants possession of The Property;
- (ii) All posted pre-agent notices and pre-proceeding notices must be sent by recorded-delivery post.

What is not covered by **Insured Incident 6) Residential Repossession**

Any claim to repossess The Property because the tenant has behaved anti-socially.

7) **Residential Rent Recovery**

We will negotiate for the Policyholder's legal rights to recover rent owed by the tenant for The Property if it has been overdue for at least one calendar month.

Conditions:

- (i) If the Policyholder accepts payment (or part payment) of Rent Arrears from the tenant of The Property, the Policyholder must be able to provide proof that the Policyholder had warned the tenant that it does not prevent the Policyholder taking further action against them under this Section of the Policy;

Section 6 – Legal Expenses

- (ii) Where the tenant is a limited company, the Policyholder must first seek advice from the Representative before accepting payment of Rent Arrears.

8) Residential Rent Arrears

- a) We will pay Rent Arrears while the tenant or ex-tenant still occupies The Property.
- b) If after vacant possession The Property needs damage repaired to enable it to be re-let, We will pay 50% of the Rent Arrears for a maximum of three months or until The Property is re-let, whichever happens first.

Provided that in both **a)** and **b)** We have accepted a claim in respect of The Property under **Insured Incident 6) Residential Repossession** and the Policyholder has:

- (i) obtained a satisfactory reference* for each tenant and each guarantor from a licenced referencing service before the tenancy started; and
- (ii) a detailed inventory of the contents and condition of The Property (with supporting photographs) which the tenant has signed; and
- (iii) kept clear and up to date rental records;

* The reference must include: written references from a previous managing agent or landlord; an employer (or any other financial source); and a credit-history check (including the Enforcement of Judgements Office, County Court Judgements and bankruptcy).

What is not covered by **Insured Incident 8) Residential Rent Arrears**
Rent Arrears once The Property is re-let.

Exclusions

What is not covered (see also General Exclusions):

- 1) Any claim reported to Us more than 180 days after the date the Insured Person should have known about the Insured Incident.
- 2) Costs and Expenses incurred before the written acceptance of a claim by Us.
- 3) Fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority other than compensation awards as covered under Insured Incident 1(b) Compensation Awards and 2 Legal Defence.
- 4) Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- 5) Any Insured Incident deliberately or intentionally caused by an Insured Person.
- 6) A dispute with Us not otherwise dealt with under Condition 6.7 of this Section.
- 7) Any claim relating to a shareholding or partnership share in the Policyholder unless such shareholding was acquired under a scheme open to all employees of the Policyholder or a substantial number of them of a certain minimum grade other than the directors or partners of the Policyholder.
- 8) Judicial Review.
- 9) Any claim caused by, contributed to by or arising from pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 10) Legal action an Insured Person takes which We or the Representative have not agreed to or where the Insured Person does anything that hinders Us or the Representative.
- 11) When either at the commencement of or during the course of a claim, the Policyholder is bankrupt or has filed a bankruptcy petition or winding-up petition, or has made an arrangement with its creditors, or has entered into a deed of arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator.
- 12) Apart from Us, the Insured Person is the only person who may enforce all or part of this Section and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the Section in relation to any third-party rights or interest.

Section 6 – Legal Expenses

Clauses & Conditions that apply to Section 6(a) – Commercial Legal Protection

- 6.1** An Insured Person must:
- a) keep to the terms and conditions of this Section;
 - b) notify Us immediately of any alteration which may materially affect Our assessment of the risk;
 - c) take reasonable steps to keep any amount We have to pay as low as possible;
 - d) try to prevent anything happening that may cause a claim;
 - e) send everything We ask for, in writing;
 - f) give Us full details of any claim as soon as possible and give Us any information We need.
- 6.2**
- a) We can take over and conduct in the name of the Insured Person, any claim or legal proceedings at any time. We can negotiate any claim on behalf of an Insured Person.
 - b) We will choose the Representative to represent an Insured Person in any proceedings where We are liable to pay a compensation award. In any other case an Insured Person is free to choose a Representative (by sending Us a suitably qualified person's name and address) if:
 - i) We agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an Insured Person in those proceedings; or
 - ii) there is a conflict of interest.
 - c) Before an Insured Person chooses a lawyer or an accountant, We can appoint a Representative.
 - d) A Representative will be appointed by Us and represent an Insured Person according to Our standard terms of appointment (which may include a 'no win, no fee' agreement). The Representative must co-operate fully with Us at all times.
 - e) We will have direct contact with the Representative.
 - f) An Insured Person must co-operate fully with Us and with the Representative and must keep Us up-to-date with the progress of the claim.
 - g) An Insured Person must give the Representative any instructions that We require.
- 6.3**
- a) An Insured Person must tell Us if anyone offers to settle a claim and must not agree to any settlement without Our written consent.
 - b) If an Insured Person does not accept a reasonable offer to settle a claim, We may refuse to pay further Costs and Expenses.
 - c) We may decide to pay the Insured Person a reasonable amount subject to the maximum sum recoverable at law in settlement of damages that the Insured Person is claiming or which is being claimed against them instead of starting or continuing legal proceedings.
- 6.4**
- a) If We ask, an Insured Person must tell the Representative to have Costs and Expenses taxed, assessed or audited.
 - b) An Insured Person must take every step to recover Costs and Expenses that We have to pay and must pay Us any Costs and Expenses that are recovered.
- 6.5** If a Representative refuses to continue acting for an Insured Person with good reason or if an Insured Person dismisses a Representative without good reason, the cover We provide will end at once, unless We agree to appoint another Representative.
- 6.6** If an Insured Person settles a claim or withdraws their claim without Our agreement, or does not give suitable instructions to a Representative, the cover We provide will end at once and We will be entitled to re-claim any Costs and Expenses paid by Us.
- 6.7** If there is a disagreement about the way We handle a claim that is not resolved through Our internal complaints procedure, We and the Insured Person can choose a suitably qualified person to arbitrate. We and the Insured Person must both agree to the choice of this person in writing. Failing this We will ask the president of a national association relevant to the arbitration to choose a suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.
- 6.8** We may at Our discretion require the Policyholder to obtain an opinion from counsel at the Policyholder's expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by Us.
- 6.9** We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this Section did not exist.
- 6.10** This Section will be governed by English law.
- 6.11** All Acts of Parliament within this Section of the Policy wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

Section 6 – Legal Expenses

Helpline Services

We provide these services 24 hours a day, seven days a week during the Period of Insurance. To help Us check and improve Our service standards, We record all calls.

EuroLaw Commercial Legal Advice

We will give the Policyholder confidential legal advice over the phone on any commercial legal problem affecting the Business, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

Tax Advice

We will give the Policyholder confidential advice over the phone on any tax matters affecting the Business, under the laws of the United Kingdom.

Business Assistance

In the event of an unforeseen emergency affecting the Policyholder's Business Premises which causes damage or potential danger, We will contact a suitable repairer or contractor and arrange assistance on behalf of the Policyholder. All costs of assistance provided are the responsibility of the Policyholder.

To contact the above services phone Us on 0117 934 2111 quoting Your DAS Policy number – TS5/5989283.

Counselling

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

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

We will not accept responsibility if the Helpline Services fail for reasons We cannot control. Please do not phone Us to report a general insurance claim.

Employment Manual

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit Our website at www.das.co.uk. From the Home Page click on the Employment Manual icon. All the sections of this web-based document can be printed off for Your own use. Contact Us at employmentmanual@das.co.uk with Your email address, quoting Your DAS Policy number (TS5/5989283) and We will contact You by email to inform You of future updates to the information.

DASbusinesslaw

The DASbusinesslaw service provides a wide range of letters, articles and reference information, as well as interactive document builders, designed to help You run Your Business.

This service also provides useful tools and information on matters such as new legislation, employment issues, property law and taxation, all regularly updated by legal experts.

To access DASbusinesslaw, You will need to visit www.dasbusinesslaw.co.uk and register using password DAS472301 and Policy number TS5/5989283. When prompted to input Your company name, please insert the prefix TLU followed by the name of Your Business.

If You experience any problems accessing the service, please e-mail the problem to businesslaw@das.co.uk, quoting the above Policy number.

Please note that if You have a specific problem or dispute, You should always contact the legal advice helpline for assistance.

Section 6 – Legal Expenses

Sub-Section 6(b) – Property Let Legal Protection

This Section applies ONLY if the Schedule shows that “Section 6(b) – Property Let Legal Protection” is operative.

This Section is underwritten by DAS Legal Expenses Insurance Company Limited (“DAS”).

Certain words have specific meanings for the purpose of this Section, these are shown below, and the General Definitions shown in Section 7 also apply to this Section. The General Conditions in Section 8 and General Exclusions in Section 9 also apply to this Section.

Definitions for Section 6(b) – Property Let Legal Protection

We, Us, Our (for the purposes of this Section only)
DAS Legal Expenses Insurance Company Limited (“DAS”).

You, Your
The person, business or property owner who has taken out this Policy.

Appointed Lawyer
The lawyer or other suitably qualified person, whom We appoint to act for You in accordance with the terms of this Section.

Period of Insurance
The period for which We have agreed to cover You.

Date of Occurrence
a) For civil cases
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, then the Date of Occurrence is the date of the first of these events.
b) For criminal cases
The Date of Occurrence is when You began or are alleged to have begun to break the criminal law in question.

Territorial Limit (for the purposes of this Section only)
The United Kingdom of Great Britain and Northern Ireland.

Costs and Expenses
a) Legal Costs
All reasonable and necessary costs charged by the Appointed Lawyer on a standard basis.
b) Opponents’ Costs
The costs incurred by opponents in civil cases if You have to pay them, or pay them with Our agreement.

Hotel Expenses
Up to £150 per day to cover the cost of Your accommodation for a maximum of 30 days while You are seeking possession of Your Property.

Storage Costs
£10 per day to store Your personal possessions for a maximum of four weeks after the termination of Your tenancy agreement while You are unable to reoccupy Your Property.

Your Property
The property You have told Us about.

Rent Arrears
Unpaid rent that

- is owed to You under a tenancy agreement, or
- would have been owed to You but for the breach of a tenancy agreement to let Your Property;

where We have accepted Your claim under **Insured Incident 1) Repossession**.

Section 6 – Legal Expenses

How We can help

To make a claim under this Section please telephone Us on 0117 934 0553, quoting Your DAS Policy number TS3/5989513. We will ask You about Your legal dispute and if necessary call You back at an agreed time to give You legal advice. If Your dispute needs to be dealt with as a claim under this Section, We will provide You with a claim reference number. At this point We will not be able to confirm that You are covered but We will pass the information You have given Us to Our claims handling teams and explain what to do next.

If You would prefer to report Your claim in writing please send it to the Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Alternatively You can email Your claim to Us at newclaims@das.co.uk

When We cannot help

Please do not ask for help from a lawyer or anyone else before We have agreed. If You do, We will not pay the costs involved even if We accept the claim.

Problems

We will always try to give You a quality service. If You think We have let You down, please write to Our Customer Relations Department at Our Head Office address shown below. Alternatively You can telephone Us on 0117 934 0066 or email Us at customerrelations@das.co.uk. Details of Our internal complaint handling procedures are available on request.

Our Head and Registered Office is:

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

If You are still not happy, You can contact the Financial Ombudsman Service at Exchange Tower, London, E14 9SR. They can also be contacted by telephone on 0845 080 1800. Their website is www.financial-ombudsman.org.uk (Using these services does not affect Your right to take legal action).

Cover

We agree to provide the insurance in this Section as long as:

- a) the premium has been paid; and
- b) the Date of Occurrence of the Insured Incident is during the Period of Insurance; and
- c) any legal proceedings will be dealt with by a court, or other body which We agree to, in the Territorial Limit; and
- d) for civil claims it is always more likely than not that You will recover damages (or obtain any other legal remedy which We have agreed to).

What We will pay

For an Insured Incident under this Section We will pay Your:

- Hotel Expenses;
- Legal Costs, including Legal Costs to make or defend an appeal provided that:
 - a) You tell Us within the time limits allowed that You want Us to appeal; and
 - b) We agree that it is always more likely than not that the appeal will be successful;
- Opponents' Costs;
- Rent Arrears, payable by Us 30 days in arrears as shown under **Insured Incidents 5(a) and 5(b) Rent Arrears** of this Section;
- Storage Costs.

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 £100,000.

Section 6 – Legal Expenses

INSURED INCIDENTS WE WILL COVER

1) **Repossession**

We will negotiate for the following:

a) *England, Wales and Scotland*

Your legal rights in trying to get possession of Your Property that You have let under:

- an assured shorthold tenancy;
- a short assured tenancy; or
- an assured tenancy.

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

Your legal rights in trying to get possession of Your Property if You have let Your Property to a limited company or partnership and Your Property has been let for people to live in.

Your legal rights in trying to get possession of Your Property if You have let Your Property and You live in Your Property as the landlord.

b) *Northern Ireland*

Your legal rights in trying to get possession of Your Property that You have let to which The Private Tenancies Order 2006 applies.

Conditions:

- (i) For both **a)** and **b)** You must give the tenant the correct notices telling him or her that You want possession of Your Property;
- (ii) All posted pre-agent notices and pre-proceeding notices must be sent by recorded-delivery post.

What is not covered by **Insured Incident 1) Repossession**

Any claim to repossess Your Property because Your tenant has behaved anti-socially.

2) **Property Damage**

We will negotiate for Your legal rights after an event which causes physical damage to Your Property. The amount in dispute must be more than £1,000.

3) **Eviction of Squatters**

We will negotiate for Your legal rights to evict anyone who is not Your tenant or ex-tenant from Your Property and who has not got Your permission to be there.

4) **Rent Recovery**

We will negotiate for Your legal rights to recover rent owed by Your tenant for Your Property if it has been overdue for at least one calendar month.

Conditions:

- (i) If You accept payment (or part payment) of Rent Arrears from the tenant of Your Property, You must be able to provide proof that You have warned the tenant that it does not prevent You taking further action against them under this Section of the Policy;
- (ii) Where the tenant is a limited company, You must first seek advice from the Appointed Lawyer before accepting payment of Rent Arrears.

5) **Rent Arrears**

- a)** We will pay Your Rent Arrears while Your tenant or ex-tenant still occupies Your Property.
- b)** If after vacant possession Your Property needs damage repaired to enable You to re-let it, We will pay 50% of Your Rent Arrears for a maximum of three months or until Your Property is re-let, whichever happens first.

Provided that in both **a)** and **b)** You have:

- (i) obtained a satisfactory reference* for each tenant and each guarantor from a licenced referencing service before the tenancy started; and
 - (ii) a detailed inventory of the contents and condition of Your Property (with supporting photographs) which the tenant has signed; and
 - (iii) kept clear and up to date rental records;
- and provided that We have accepted Your claim under **Insured Incident 1) Repossession**.

* The reference must include: written references from a previous managing agent or landlord; an employer (or any other financial source); and a credit-history check (including the Enforcement of Judgements Office, County Court Judgements and bankruptcy).

Section 6 – Legal Expenses

What is not covered by **Insured Incident 5) Rent Arrears**

Rent Arrears once Your Property is re-let.

6) Legal Defence

We will:

- a) defend Your legal rights if an event arising from letting Your Property leads to You being prosecuted in a criminal court;
- b) defend an appeal against Your decision not to adapt Your Property following a request under:
 - i) The Disability Discrimination Act 1995 as amended by the DDA 2005;
 - ii) The Housing (Scotland) Act 2006;
 - iii) The Disability Discrimination (NI) Order 1995 as amended by the DD (NI) Order 2006;or any future amending legislation.

Provided that for **Insured Incident 6) b)** You have first tried to resolve the dispute using the free conciliation service of the Equality and Human Rights Commission or the Equality Commission (NI).

Exclusions

What is not covered (see also General Exclusions):

- 1) Any claim reported to Us more than 90 days after the date You should have known about the Insured Incident.
- 2) Any Costs and Expenses, Hotel Expenses or Storage Costs that are incurred before We agree to pay them.
- 3) Any disagreement with Your tenant when the Date of Occurrence is within the first 90 days of the first Period of Insurance and the tenancy agreement started before the start of this Section of the Policy.
- 4) A claim which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or violent behaviour has been made against You.
- 5) Any claim relating to registering rents, reviewing rents, rent control, buying the freehold of Your Property or any matter that relates to rent tribunals, rates tribunals, land tribunals, rent assessment committees and rent officers.
- 6) Any claim relating to someone legally taking Your Property from You, whether You are offered money or not, or restrictions or controls placed on Your Property by any government or public or local authority unless the claim is for accidental physical damage caused by any of the above.
- 7) Any claim relating to subsidence, mining or quarrying.
- 8) Judicial Review.
- 9) Fines, penalties, compensation or damages which You are ordered to pay by a court or other authority.
- 10) Any claim caused by, contributed to by or arising from pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 11) A dispute with Us not otherwise dealt with under Condition 6.7 of this Section.
- 12) Any legal action You take which We or the Appointed Lawyer have not agreed to or where You do anything that hinders Us or the Appointed Lawyer.
- 13) Apart from Us, You are the only person who may enforce all or part of this Section and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the Section in relation to any third-party rights or interest.

Section 6 – Legal Expenses

Clauses & Conditions that apply to Section 6(b) – Property Let Legal Protection

- 6.1** You must:
- a) keep to the terms and conditions of this Section;
 - b) try to prevent anything happening that may cause a claim;
 - c) take reasonable steps to keep any amount We have to pay as low as possible;
 - d) send everything We ask for, in writing;
 - e) give Us full details of any claim as soon as possible and give Us any information We need.
- 6.2**
- a) We can take over and conduct, in Your name, any claim or legal proceedings at any time. We can negotiate any claim on Your behalf.
 - b) You are free to choose an Appointed Lawyer (by sending Us a suitably qualified person's name and address) if:
 - i) We agree to start legal proceedings and it becomes necessary for a lawyer to represent Your interests in those proceedings; or
 - ii) there is a conflict of interest.
 - c) In all circumstances except those in **6.2 b)** above, We are free to choose an Appointed Lawyer.
 - d) The Appointed Lawyer will be appointed by Us to represent You according to Our standard terms of appointment (which may include a 'no win, no fee' agreement). The Appointed Lawyer must co-operate fully with Us at all times.
 - e) We will have direct contact with the Appointed Lawyer.
 - f) You must co-operate fully with Us and with the Appointed Lawyer and must keep Us up-to-date with the progress of the claim.
 - g) You must give the Appointed Lawyer any instructions that We ask for.
- 6.3**
- a) You must tell Us if anyone offers to settle a claim.
 - b) If You do not accept a reasonable offer to settle a claim, We may refuse to pay further Legal Costs.
 - c) We may decide to pay You the losses You are claiming instead of starting or continuing legal proceedings.
- 6.4**
- a) You must tell the Appointed Lawyer to have Legal Costs taxed, assessed or audited, if We ask for this.
 - b) You must take every step to recover Legal Costs that We have to pay and must pay Us any Legal Costs that are recovered.
- 6.5** If an Appointed Lawyer refuses to continue acting for You with good reason or if You dismiss an Appointed Lawyer without good reason, the cover We provide will end at once, unless We agree to appoint another Appointed Lawyer.
- 6.6** If You settle a claim or withdraw it without Our agreement or do not give suitable instructions to an Appointed Lawyer, the cover We provide will end at once and We will be entitled to re-claim from You Costs and Expenses We have paid.
- 6.7** If there is a disagreement about the way We handle a claim that is not resolved through Our internal complaints procedure, You can contact the Financial Ombudsman Service for help.
- 6.8** We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this Section did not exist.
- 6.9** This Section will be governed by English law.

Section 6 – Legal Expenses

Helpline Services

We provide these services 24 hours a day, seven days a week during the Period of Insurance. All helplines apply to the United Kingdom of Great Britain and Northern Ireland unless otherwise stated. To help Us check and improve Our service standards, We record all calls except those to the counselling service. When phoning, please tell Us Your Policy number or the name of the insurance broker or company who sold You this Policy. Please do not phone Us to report a general insurance claim.

To get help from DAS, phone Us on 0117 934 0553 quoting Your DAS Policy number TS3/5989513.

EuroLaw Legal Advice

We will give You confidential legal advice over the phone on any personal legal problem under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway. We may send information to legal advisors in these countries.

Tax Advice

We will give You confidential advice over the phone on personal tax matters.

Domestic Assistance

We will arrange help or repairs needed if You have a domestic emergency in Your Property, such as a burst pipe, blocked drain, broken window or building damage. We will ask a contractor to help, but You must pay the contractor's costs including any call-out charges.

Counselling

We will provide You with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary or professional services.

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

We will not accept responsibility if the Helpline Services fail for reasons We cannot control. By using these services You are agreeing to Us recording Your call.

Section 7 – General Definitions

These Definitions apply to all Sections of the Policy unless stated otherwise. Other Definitions are contained within the Sections of the Policy where they apply.

We/ Insurer/ Our/ Us

ERGO Versicherung AG, UK Branch (not applicable to Section 6)
DAS Legal Expenses Insurance Company Limited (Section 6 only)

Business

The Business stated in the Schedule, including in respect of Sections 4 and 5:

- a) the provision and management of canteen sports social or welfare organisations for the benefit of Employees and fire security first aid medical and ambulance services maintained for the protection of Your Premises and Employees
- b) private work undertaken with Your prior consent by Employees for any of Your directors or senior officials;
- c) the ownership maintenance and repair of Your Premises
- d) participation in exhibitions.

Consequential Loss

Any further loss of any kind that may arise due to, or as a result of, loss or destruction of or any damage to any property whatsoever.

Employee (not applicable to Section 6 – Legal Expenses)

- a) any person under a contract of service or apprenticeship with You;
 - b) any person who is hired to or borrowed by You;
 - c) any person engaged in connection with a work experience or training scheme;
 - d) any labour master or person supplied by him;
 - e) any person engaged by labour only sub-contractors;
 - f) any self employed person working on a labour only basis under Your control or supervision; or
 - g) any voluntary helper;
- while working for You in connection with the Business.

Excess

The first amount of each and every claim (as shown in the Schedule) for which You are responsible.

Insured/ Policyholder/ You/ Your

The person(s) or company named in the Schedule.

Period of Insurance

The period shown in the Schedule and any subsequent period for which We accept Your premium for renewal of this Policy.

Policy

The Policy and Schedule and any endorsements attached or issued.

Premises

The Premises as stated in the Schedule.

Proposal

The signed Proposal or Statement of Fact and any additional information supplied to the Insurer by You or on Your behalf.

Terrorism

Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or groups 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.

Section 8 – General Conditions

These General Conditions apply to all Sections of the Policy unless stated otherwise. Other Conditions are contained within the Sections of the Policy where they apply.

8.1 Alteration in Risk

This Policy shall be avoided if after the commencement of this insurance there is any alteration in risk:

- a) by removal;
- b) by change of occupation or use of the property insured;
- c) whereby the risk of loss or damage or accident or liability is increased;
- d) whereby the Business is wound up or carried on by a liquidator or receiver or permanently discontinued; or
- e) whereby Your interest ceases except by will or operation of law;

unless such alteration is notified to and accepted by the Insurer in writing.

8.2 Arbitration

If any difference shall arise as to the amounts to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions. An award made by the arbitrator shall be a condition precedent to any right of legal action against the Insurer.

8.3 Cancellation

The Insurer shall not be bound to accept any renewal of this Policy and may at any time give You thirty days notice to cancel this Policy. This termination shall be without prejudice to any rights or claims of the Insurer or You prior to the expiry of such notice.

You can cancel this insurance at any time by writing to Your broker and returning Your certificate of Employers' Liability insurance (if one has been issued to You), although any later than 14 days after the commencement date of this insurance any return premium due to You will depend on how long this insurance has been in force and whether You have made a claim or incidents have occurred that might give rise to a claim. The Insurer reserves the right on refunding any premium paid if You have made a claim under this Policy.

8.4 Claims – The Insurers Rights

The Insurer:

- a) on the happening of any loss, destruction or damage in respect of which a claim is made, may, without incurring any liability or diminishing any of the Insurers rights under this Policy, enter, take or keep possession of, the Premises where such loss destruction or damage has occurred and take possession of, or require to be delivered to the Insurer, any Property Insured and deal with such property for all reasonable purposes and in any reasonable manner.
No claim under Section 1 shall be payable unless the terms of this condition have been complied with.
No property may be abandoned to the Insurer whether taken possession of by the Insurer or not.
- b) shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

8.5 Conditions Precedent to Liability

Every condition stated as a condition precedent that applies to this Policy (whether a Policy or Section Condition) shall apply from the time the condition attaches and continue to be in force during the whole currency of this Policy. Failure to comply with any such condition shall be a bar to any claim.

8.6 Contracts (Rights of Third Parties) Act

The parties to this contract do not intend that any clause or term of this contract should be enforceable by virtue of the Contracts (Right of Third Parties) Act 1999 by any person who is not a party to this contract.

8.7 Fraud

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under this Policy or if any loss destruction or damage is occasioned by Your wilful act or with Your connivance all benefit under this Policy shall be forfeited.

8.8 Identification

This Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they may appear.

8.9 Insurable Interest

The insurable interest in the insurance by this Policy shall not be transferred without the written consent of the Insurers.

Section 8 – General Conditions

8.10 Interpretation

In this Policy;

- a) reference to any statute or statutory provision and orders or regulation thereunder shall include a reference to that provision, order or regulation as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this Policy;
- b) reference to any statutory or other body shall include the successor to that body;
- c) words importing the singular include the plural and vice versa and references to persons includes bodies corporate or unincorporated. Words importing any gender shall include all genders;
- d) if any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall remain in full force and effect;
- e) the headings are for reference only and shall not be considered when determining the meaning of this Policy.

8.11 Misrepresentation and Misdescription

This Policy shall be voidable in any event of misrepresentation, misdescription or nondisclosure in any material particular.

8.12 Observance of Terms

It is a condition precedent to any liability on the part of the Insurer under this Policy that the terms hereof so far as they relate to anything to be done or complied with shall be duly and faithfully observed except in so far as it is necessary to comply with the requirements of any legislation enacted in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to Employees.

8.13 Other Insurances and Average

Applicable to Section 1 – Property Damage and Section 2 – Loss of Rental Income

If at the time of any Damage there is any other insurance effected by You or on Your behalf covering any of the Property damaged the liability of the Insurer under this Policy shall be limited to its rateable proportion of such Damage.

If any other insurance shall be subject to any Average (under-insurance) condition this Section if not already subject to any condition of Average shall be subject to Average in like manner.

If any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this Section either in whole or in part or from contributing rateably the liability of the Insurer hereunder shall be limited to that proportion of the Damage as the Sum Insured by this Section bears to the value of the Property.

Applicable to Section 4 – Employers' Liability and Section 5 – Property Owners' Public and Products Liability

The Insurer will not indemnify You in respect of liability which is insured by or would but for the existence of the Section be insured by any other policy except in respect of any excess beyond the amount payable under such other policy had this insurance not been effected.

8.14 Reasonable Precautions

You shall:

- a) take all reasonable precautions to prevent occurrences which may give rise to loss destruction or damage;
- b) take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority;
- c) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require.

Section 8 – General Conditions

8.15 Subjectivity

- a) If the Policy is issued with subjectivity it will clearly state in the Schedule if the cover provided by the Policy is subject to You:
- i) providing the Insurer with any additional information requested by the required date;
 - ii) completing any actions agreed between You and the Insurer by the required dates; or
 - iii) allowing the Insurer to complete any actions agreed between You and the Insurer.
- b) If required by the Insurer You must allow access to the Premises and the Business to carry out surveys within 60 days of the inception or renewal date, unless agreed otherwise in writing.

If cover under this Policy is subject to You completing risk improvements and complying with the risk improvements for the currency of the Policy then the risk improvements identified must be completed within the individual timescales specified and complied with for the currency of the Policy.

Following the above actions the Insurers reserve the right to:

- a) modify the premium;
- b) change the terms and conditions of the Policy;
- c) require You to make alterations to the Premises insured by required dates;
- d) cancel the Policy in accordance with General Condition 8.3;
- e) leave the Policy terms, conditions and premium unaltered.

You will be advised of the Insurers decision and any required actions and dates. The effective date of any changes will apply unless and until the Insurers agree otherwise in writing.

If You disagree with the Insurers decision You must make Your comments in writing and the Insurers will attempt to negotiate a resolution with You. If this is unsuccessful You have the right to cancel the Policy and, subject to no claims, a proportionate part of the premium will be refunded to You.

The above conditions do not affect the Insurers right to void the Policy in accordance with General Condition 8.11 if information material to their acceptance of Your Proposal is discovered.

8.16 Subrogation

Any claimant under this Policy shall, at the request and at the expense of the Insurer, take and permit to be taken all necessary steps for enforcing rights against any other party in Your name before or after any payment is made by the Insurer. The Insurer shall be entitled to take over and conduct in Your name the defence or settlement of any claim or to prosecute in Your name, at its own expense and for its own benefit, any claim for indemnity or damages or otherwise.

Section 9 – General Exclusions

These Exclusions apply to all Sections of the Policy unless stated otherwise. Other Exclusions are contained within the Sections of the Policy where they apply.

9.1 *Applicable to Section 1 – Property Damage and Section 2 – Loss of Rental Income*

Sonic Bangs

The insurance by this Policy does not cover Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

9.2 *Applicable to all Sections other than Section 4 – Employers' Liability*

a) War & Similar Risks

The insurance by this Policy does not cover:

Damage or Business Interruption or legal liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, or nationalisation, or requisition, or destruction of or damage to property by or under the order of any government or public or local authority.

b) Nuclear Risks & Radioactive Contamination Risks

This insurance does not cover;

- a) loss destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any Consequential Loss; or
- b) any legal liability of whatsoever nature;

directly or indirectly caused by or contributed to by or arising from:

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

c) Date Recognition

The insurance by this Policy does not apply to:

Any claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data processing service product microchip micro processor integrated circuit embedded chip or similar device computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000:

- a) correctly to recognise any date as its true calendar date;
- b) to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date; or
- c) to capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into the computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date;

but this shall not exclude subsequent Damage in respect of Section 1 (Property Damage) or subsequent interruption with the Business in respect of Section 2 (Loss of Rental Income) not otherwise excluded which itself results from fire, lightning, explosion, theft, aircraft or other aerial devices or articles dropped from aircraft or other aerial devices, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal, provided such Peril is insured by the Section.

Section 9 – General Exclusions

9.3 *Applicable to all Sections other than Section 3 – Terrorism and Section 4 – Employers’ Liability*

Terrorism

- a) This insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of Terrorism means 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.

- b) This insurance also excludes loss, damage, cost or expense of whatsoever nature in Northern Ireland directly or indirectly resulting from or in connection with civil commotion.
- c) This insurance also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to a) or b) above.

If the Insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon You.

In the event that any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

9.4 *Applicable to all Sections other than Section 4 – Employers’ Liability and Section 5 – Property Owners’ Public and Products Liability*

Contamination and Pollution Clause

- a) The insurance by this Policy does not cover any loss or damage due to contamination, pollution, soot, deposition, impairment with dust, chemical precipitation, adulteration, poisoning, impurity, epidemic and disease or due to any limitation or prevention of the use of objects because of hazards to health.
- b) This exclusion does not apply if such loss or damage arises out of one or more of the following Perils:
Fire, Lightning, Explosion, Impact of Aircraft
Vehicle Impact, Sonic Boom
Accidental Escape of Water from any tank apparatus or pipe
Riot, Civil Commotion, Malicious Damage
Storm, Hail
Flood, Inundation
Earthquake
Landslide, Subsidence
Pressure of Snow, Avalanche
Volcanic Eruption
- c) If a Peril not excluded from this Policy arises directly from pollution and/or contamination any loss or damage arising directly from that Peril shall be covered.
- d) All other terms and conditions of this Policy shall be unaltered and especially the exclusions shall not be superseded by this clause.

9.5 *Applicable to all Sections*

Electronic Data

1) Electronic Data Exclusion

- a) The insurance by this Policy does not cover loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer Virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to “trojan horses”, “worms” and “time or logic bombs”.

Section 9 – General Exclusions

- b) However, in the event that a Peril listed below results from any matters described in paragraph a) above, this insurance, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy Period of Insurance to the Property Insured by this Policy directly caused by such listed Peril.

Listed Perils:

Fire

Explosion

2) **Electronic Data Processing Media Valuation**

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the Electronic Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such Electronic Data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this insurance does not insure any amount pertaining to the value of such Electronic Data to the Insured or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.

Section 10 – Claims Procedure

To make a claim under this Policy please telephone the appropriate number listed on the Important Helplines Section of this Policy.

Your claims (*other than* Section 6 – Legal Expenses) will be dealt with by:

Davies Managed Systems Limited of 2nd Floor, East Court, Riverside Park, Stoke-On-Trent, Staffordshire, ST4 4DA.

If Your claim is under **Section 6 – Legal Expenses** and You would prefer to report Your claim in writing please send it to:

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

Alternatively You can email Your Legal Expenses claim to DAS at newclaims@das.co.uk.

10.1 Your Obligations

On learning of any circumstances likely to give rise to a claim or on receiving verbal or written notice of any claim You must:

- a) tell the Insurer as soon as reasonably possible and give the Insurer all the assistance they may reasonably require;
- b) tell the Police as soon as reasonably possible if the Damage is due to any actual or suspected criminal act;
- c) send to the Insurer as soon as practicable any intimation of a claim from a third party, writ, summons or other legal proceedings issued against You;
- d) supply, at Your own expense, full details of the claim in writing within the following periods:
 - i) 7 days for Damage by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, theft or political disturbances or vandals or malicious people;
 - ii) 30 days after the expiry of the Indemnity Period under Section 2 Loss of Rental Income; and
 - iii) 30 days after any other Damage, interruption or Injury;
- e) provide all the help and assistance and co-operation required by the Insurer in connection with any claim to include supplying, as soon as reasonably practicable, any supporting evidence and information that they require;
- f) take action following circumstances likely to give rise to a claim to:
 - i) minimise the Damage;
 - ii) prevent further Injury or Damage; and
 - iii) avoid interruption with the Business.

10.2 Negotiations

You must not admit, deny, negotiate or settle any claim without the Insurer's written consent.

The Insurer will not pay any claim if their position is prejudiced for any reason as a result of Your failure to comply with 10.1 or 10.2 above.

10.3 The Insurers rights

- a) The Insurer has the right to take over the defence or settlement of a claim against You by another person.
- b) The Insurer has the right to the salvage of any Property Insured.
- c) The Insurer has the right to enter the building where the Damage has happened, and to take and keep any of the Property Insured, and to deal with salvage in a reasonable manner.

10.4 Fraud

If any:

- a) claim made under this Policy by You or anyone acting on Your behalf is fraudulent or intentionally exaggerated in any way;
- b) false declaration or statement is made;
- c) fraudulent device is used to support the claim;
- d) loss, Injury, destruction or Damage is caused by Your wilful act or with Your connivance;

then:

- i) all benefit under this Policy shall be forfeited;
- ii) the Insurer shall have no obligation to indemnify in respect of any other claim made under this Policy whether such claim is made before or after the fraudulent claim;
- iii) the Insurer shall have the right to recover any monies paid to You under this Policy during the Period of Insurance whether or not such payment was made before or after the fraudulent claim.

Section 11 – Enquiries and Complaints Procedure

If You have any questions or concerns about Your Policy or the handling of a claim You should, in the first instance, contact the Insurance Broker who arranged this Policy for You.

Please quote Your Policy number in all correspondence so that Your concerns may be dealt with speedily.

If Your Insurance Broker is unable to resolve the complaint to Your satisfaction by close of business the following day and Your complaint relates to a claim then You should contact:

If Your complaint relates to Sections 1-5 You should contact:

The Complaints Manager
ERGO Versicherung AG, UK Branch
4th Floor,
35 Newhall Street,
Birmingham,
B3 3PU
Phone 0121 200 5822
Fax 0121 236 2889

If Your complaint relates to Section 6 – Legal Expenses You should contact:

Customer Relations Department
DAS Legal Expenses Insurance Company Limited
DAS House,
Quay Side,
Temple Back,
Bristol,
BS1 6NH
Phone 0800 934 0066
E-mail: customerrelations@das.co.uk

If You are still dissatisfied then You may also have the right to refer Your complaint to:

The Financial Ombudsman Service
Exchange Tower,
London,
E14 9GE
Phone 08000 234 567

Further information is available from them and on www.financial-ombudsman.org.uk

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Financial Services Register

The Financial Services Register can be checked by visiting the Financial Conduct Authority website on www.fca.org.uk or by calling 0800 111 6768

Financial Services Compensation Scheme (FSCS)

ERGO Versicherung AG, UK Branch is covered by the FSCS. This means that You may be entitled to compensation from the scheme in the unlikely event that ERGO Versicherung AG, UK Branch cannot meet its obligations. Further details can be obtained from FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU Tel: 0207 741 4100 Fax: 0207 741 4101 or www.fscs.org.uk