



Business Choice

Commercial insurance
for your business



Congregational





Welcome to Congregational

This business choice policy offers insurance cover specifically designed for individuals and organisations undertaking business activities. A range of options are available and can be tailored to meet your specific requirements.

You should take some time to read through this booklet as it contains details about the type of policy cover you may choose; some important information; guidance on how to make a claim as well as contact details. Your schedule will contain details of the cover you have chosen. We have based your policy on the details you have provided. Please do check to make sure the cover continues to meet your needs. Please keep this booklet safe along with your schedule and any notices issued to you.

Thank you for choosing Congregational, we look forward to providing you with insurance cover for many years to come.

Carlo Cavaliere
Strategic Director

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you.

For further information on the FSCS, please visit www.fscs.org.uk or contact:
Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

☎ 0800 678 1100 or 0207 741 4100

✉ enquiries@fscs.org.uk
www.fscs.org.uk



Useful information

Welcome letter	1	Making a claim	6
FSCS	1	Helplines	7
Contact information	3	How to complain	8
Your insurance policy	4	Policy information	9
Your responsibilities	4	Data protection and how we use your data	10
Changes to your circumstances	4		
Cancellation	5		
Principal elements of your policy	5		
Protecting your property and business	5		

Policy details

General definitions - section 1 to 11	12	Section 5 - Liabilities	
Conditions which apply to the whole policy	13	Definitions	37
Claim conditions		Employers' liability	37
Your duties	15	Public liability	37
Our rights	15	Products liability	38
		Limits of indemnity table	38
Exclusions which apply to the whole policy	16	Extensions	39
		Exclusions	40
Section 1 - Property damage		Section 6 - Personal accident	
Fire	18	Definitions	41
Aircraft	18	Benefits table	42
Impact	18	Section 7 - Goods in transit	
Storm	18	Extensions	43
Flood	19	Special conditions	44
Escape of water	19	Clauses	44
Freezing of water	19	Section 8 - Frozen food	
Escape of oil	19	Special condition	45
Falling trees or branches	19	Section 9 - Fidelity guarantee	
Breakage of aerials and masts	19	Definitions	46
Riot and civil commotion	19	Section 10 - Boiler, plant and computer equipment	
Malicious damage	19	Definitions	47
Theft or attempted theft	19	Sudden and unforeseen damage to boilers	47
Accidental breakage of glass	20	Electrical and mechanical plant	47
Accidental damage	20	Computer equipment	48
Subsidence	20	Extensions	49
Extensions	21	Special conditions	50
Special conditions	23	Section 11 - Terrorism	
Clauses	25	Definitions	51
Section 2 - Extended cover	27	Basis of settlement	52
		Condition	52
Section 3 - Money		Section 12 - Legal protection	
Definitions	28	Legal and regulatory information	53
Limits table	28	FSCS	53
Special conditions	29	Definitions	53
Section 4 - Business interruption		DAS agreement	55
Definitions	30	<i>Employment disputes and compensation awards</i>	56
Gross profit	31	<i>Legal defence</i>	57
Gross Revenue	32	<i>Statutory licence appeal</i>	58
Gross Profit declaration linked	32	<i>Property protection</i>	58
Gross Revenue declaration linked	33	<i>Personal injury</i>	58
Rent receivable	33	<i>Tax protection</i>	59
Gross rentals	34	Exclusions	60
Increase in cost of working	34	Conditions	61
Additional increase in cost of working	34	Data protection	63
Extensions	35	How to make a complaint to DAS	64
Clauses	36		



Changes to your policy

If you need advice on policy cover or wish to make amendments to your policy such as change of address or the sums insured please contact your broker or intermediary, alternatively contact Congregational:

Church department

✉ church@congregational.co.uk
☎ 01274 700 700

Claims

✉ claims@congregational.co.uk
☎ 01274 700 700

Section 12 - legal protection claims

Underwritten by DAS Legal Expenses Insurance Company Limited

✉ newclaims@das.co.uk
☎ 0800 1388 114

General enquiries

✉ info@congregational.co.uk
☎ 01274 700 700

Offices open 9.00am to 5.00pm Monday to Friday excluding bank holidays. Please note claims cannot be registered outside these hours of business.

Congregational is a trading name of Integra Insurance Solutions Ltd. All communications regarding your policy or claims will be handled by Integra.

Address

Congregational, Integra Insurance Solutions Ltd., Currer House, Currer Street, Bradford BD1 5BA

Other formats

Literature and communications can be provided in the following alternative formats: Braille, large print and audio tape. If you require documents in these formats, please contact your broker or intermediary, alternatively call the church department on 01274 700 700.

Helpline numbers

The helpline services provide customers with easy access to advice and guidance to deal with all kinds of events and emergencies occurring within the United Kingdom. These services are available free during the period of insurance. Calls to helplines are free of charge from UK landlines and mobile phones numbers.

☎ 0800 1388 114
Emergency assistance, legal advice, tax advice

☎ 0800 1388 115
Counselling helpline

☎ 0800 1388 116
Glass replacement service

See page 7 for further details.



If you require any assistance on policy cover or wish to make amendments to your policy, you should contact your broker or intermediary that arranged this policy or the church department.

Congregational is a trading name of Integra Insurance Solutions Ltd.

This policy is underwritten by:

Section 1 - 10

HDI Global Specialty SE UK Branch

Branch Office: 10 Fenchurch Street, London EC3M 3BE

HDI Global Specialty SE is registered in Germany, registration number HRB 211924.

Registered Office: Roderbruchstraße 26, 30655 Hannover, Germany.

Authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht and authorised and subject to limited regulation by the Financial Conduct Authority. Financial Services Register No. 659331.

Details about the extent of our authorisation and regulation by the Financial Conduct Authority are available on request.

This policy is administered by:

Integra Insurance Solutions Ltd.

Registered Office: Currer House, Currer Street, Bradford BD1 5BA

Registered in England and Wales Registered Number 06760260.

Authorised and regulated by the Financial Conduct Authority. Financial Services Register No. 495111.

All communications including policy information, complaints and claim notifications should be referred to Integra.

Your responsibilities

Any proposal including any additional information supplied or declaration signed by you in connection with this insurance will form part of the agreement between you and us.

It is essential that you provide us with a fair representation of the risks we are accepting when applying for cover. It is also important that you advise your broker, intermediary or the church department of any changes which occur during the period of insurance which may alter information previously provided. If you are in doubt as to whether you need to disclose information to us then this should be declared.

This means you may need to make enquiries with your officials and advisers to ensure that you have declared all necessary information.

It is essential to keep your property in a good condition and take reasonable steps to avoid theft, loss, damage or injury. Your policy is intended to cover you against unforeseen events like fire or theft. It does not cover 'wear and tear' or gradual deterioration such as defective rendering, repointing chimneys or brickwork, general roof maintenance or damp and rot arising from any cause. Areas commonly prone to 'wear and tear' on a building include guttering, flat roofs, fascia boards and boundary walls. These should all be checked on a regular basis.

It is also your responsibility to prove any loss therefore we recommend that you keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with any claim you make.

Changes to your circumstances

Almost certainly your needs will change, if they do, please advise your broker, intermediary or the church department at Congregational. An updated schedule will be sent to you each time an alteration is made to the cover.

You must tell us of any change of circumstances after the start of the insurance which increases the risk of damage, injury or liability; including occupancy, change in use of the premises or if structural alterations or repairs to the buildings are planned. Please see condition '6. Duty of fair representation' on page 13 for more details.

Cancellation

You may cancel your policy within 14 days from the day of purchase or renewal of the contract or the day on which you receive your policy or renewal documentation, whichever is later.

If you wish to cancel and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium

paid. Alternatively, if you wish to cancel and the insurance cover has already commenced, you will be entitled to a refund of the premium paid, less a proportionate deduction for the time we have provided cover.

For more details about cancelling your policy please see condition '8. cancellation' on page 14 for more details.

Principal elements of your policy

The policy consists of the following principal parts:

Claims conditions

Your duties and our rights which define what actions you must take and how we will deal with claims, see page 15.

Conditions which apply to the whole policy

Conditions which affect the way the whole policy operates, see pages 13-14.

Definitions

Explanation of the specific meaning of words which, wherever they appear in the policy, always have the same meaning. Where a word with a specific meaning is used it will be printed in bold type.

Exclusions which apply to the whole policy

Description of events, circumstances or occurrences which are not covered under any part of the policy.

Schedule

This describes who is insured, the location of the premises covered by the policy, the period of insurance, details of the premium, the operative sections which you have chosen. In addition it details the expiry date of any long term undertaking, the amounts insured by the individual sections, any particular terms and conditions applying and any endorsement(s) or addition(s) amending this policy wording.

Sections

These give precise details of the cover you have chosen subject to any variation by endorsement(s) shown in your schedule or by separate document, together with any specific terms and conditions applying to that section.

Protecting your property and business

We want to help you protect your business premises, not just when things go wrong, we want to help you prevent problems before they arise.

Our online resource www.spow.co.uk gives policyholders instant access to information on how to best protect the church or commercial buildings, and provides some practical steps to ensure a safer environment.

It offers guidance in areas such as health and safety, security measures, fire prevention and legal requirements that may affect the day-to-day activities and maintenance of your property. It also contains links to other related sites and documents to give more detailed information on specific areas of interest.



In the first instance you may wish to contact your broker or intermediary, alternatively contact the claims department at Congregational.

You can download a claim form and find further guidance notes on submitting your claim at: www.congregational.co.uk

Conditions that apply to the policy in the event of a claim are set out in this policy booklet (see page 15). It is important that you comply with all policy conditions and you should familiarise yourself with any requirements.

To make a claim you are required to provide evidence and reasonable assistance regarding the cause and value of any claim.

- If the loss or damage is extensive i.e. fire or flood, please contact your broker, intermediary or the claims department as soon as possible during office hours on 01274 700 700, in order that a loss adjuster can be appointed. The adjusters will normally contact you the same day to make an appointment.
- If emergency temporary repairs are necessary to protect your property or prevent further damage please proceed as soon as possible and submit the appropriate invoices. Please note we will only pay these costs if you have a valid claim.
- Do not dispose of any damaged property as it may be necessary for it to be inspected.
- For damage to, or theft of machinery, please send original receipts where possible for the items and/or estimates for replacements.
- Depending on the nature of your claim we may need to appoint a supplier or loss adjuster to assist with the validation and settlement of the claim.
- If your claim relates to liability you must not admit any liability. Contact Congregational immediately if anyone makes a claim upon you and send any writ or summons, unanswered.

Contact claims

① claims@congregational.co.uk
☎ 01274 700 700

www.congregational.co.uk

Offices open 9.00am to 5.00pm Monday to Friday excluding bank holidays. Please note claims cannot be registered outside these hours of business.

Address:

Claims department, Congregational, Currer House, Currer Street, Bradford BD1 5BA

Congregational is a trading name of Integra Insurance Solutions Ltd.
All communications regarding your policy or claims will be handled by Integra.

Legal Protection claims under section 12

Underwritten by DAS Legal Expenses Insurance Company Limited

① 0800 1388 114

You will be asked about your legal dispute and if necessary called back at an agreed time to give you legal advice.

DAS will give you a claims reference number. At this point they will not be able to tell you whether you are covered but will pass the information to their claims handling teams and explain what to do next.

If you prefer to report your claim in writing, you can send it to:

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

☎ newclaims@das.co.uk



An additional benefit of taking out a policy with Congregational is the after sales help and advice services. This provides policyholders with easy access to a number of helplines for many different types of events and emergencies occurring in the UK.

Please do not use these services to report an insurance claim or chase the progress of an existing claim. In this event call Congregational on 01274 700 700. Offices open 9.00am - 5.00pm Monday to Friday excluding bank holidays.

📞 0800 1388 114 - Emergency helpline

The helpline services are provided by DAS Law Limited and/or a preferred law firm on behalf of DAS. DAS cannot accept responsibility if the helpline services are unavailable for reasons they cannot control. To help deal with your query speedily and efficiently, please have your policy number ready when calling. The helpline provides assistance with the following:

Emergency assistance

In the event of an emergency (which might not be insured) affecting your premises which causes damage or potential danger DAS will contact a suitable contractor or repairer and arrange assistance on your behalf. All costs of assistance provided are your responsibility although if we accept a claim for damage arising from the emergency such charges will be paid by us subject to the policy terms and conditions.

The helpline service is available 24 hours a day, 7 days a week during the period of insurance.

Tax advice service

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

Tax advice is provided by tax advisors 9am - 5pm, Monday to Friday, excluding bank holidays. If calls are made outside these times, DAS will call you back.

Legal advice

DAS will give you free confidential legal advice over the phone on any commercial legal problem affecting you, under the laws of any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway. Wherever possible the legal advice helpline aims to provide immediate advice from a qualified legal advisor. However, if this is not possible they will arrange a call back at a time to suit you.

DAS' legal advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year.

Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, DAS will refer you to one of their specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

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

DAS Law Limited Head and Registered Office: DAS Law Limited, North Quay, Temple Back, Bristol BS1 6FL
Registered in England and Wales, number 5417859. Website: www.daslaw.co.uk
DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

📞 0800 1388 115 - counselling helpline

DAS will provide all of your employees, (including any member of their immediate family, who permanently lives with them), a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment) including, where appropriate onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by us.

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

📞 0800 1388 116 - glass replacement service

The glass replacement service is provided by a third party supplier.

Broken glass in external doors and windows is unsightly and inconvenient. It also presents a security risk. Your broken glass can be replaced at a time convenient to you. In most instances breakage of glass will be covered under your business insurance policy, please check your schedule for details. Alternatively contact your broker, intermediary or the church department.

If your policy does not provide cover for damage to glass you are able to use this service, but you will be responsible for all costs incurred. If your policy terms require you to pay an excess, or if you are VAT registered, you will be invoiced directly by the supplier for these items. To use an alternative repairer will not affect your right to claim.

The glass replacement service helpline is open 24 hours a day, seven days a week.

To help DAS check and improve our service standards, DAS may record all calls.



Congregational is a trading name of Integra Insurance Solutions Ltd.

All communications regarding complaints are administered by Integra.

Our aim is to provide an excellent service to customers at all times. However, Integra understands that, from time to time, we may not live up to our own high standards and we recognise that occasionally things do go wrong. Whenever this happens, we welcome your feedback to ensure that we provide the kind of service you expect.

Policy complaints:

☎ 01274 700 700

✉ church@congregational.co.uk

Claims complaints:

☎ 01274 700 700

✉ claims@congregational.co.uk

All other complaints:

☎ 01274 700 700

✉ info@congregational.co.uk

Congregational complaints, Integra Insurance Solutions Ltd., Currer House, Currer Street, Bradford BD1 5BA.

All complaints are taken seriously and resolved promptly and fairly. Every complaint is diligently recorded, swiftly dealt with and the outcome noted. Full details of our complaints procedure can be found on our website www.congregational.co.uk or printed copies are available on request.

If, after making a complaint to us, we have either:

- not provided you with a final decision within 40 working days; or
- you are unhappy with our final decision and feel the matter has not been resolved to your satisfaction, you may be able to take your complaint to the Financial Ombudsman Service.

A complaint referred to the ombudsman must normally be made within six months of receipt of a final written response.

Financial Ombudsman Service

Customer helpline

Open Monday to Friday - 8.00am to 8.00pm
Saturday - 9.00am to 1.00pm.

☎ 0800 023 4 567

calls to this number are free on mobile phones and landlines.

☎ 0300 123 9 123

calls to this number cost no more than calls to 01 or 02 numbers.

These numbers may not be available from outside the UK - please call +44 20 7964 0500 when abroad.

Address

Financial Ombudsman Service, Exchange Tower,
London E14 9SR

Email and website

✉ complaint.info@financial-ombudsman.org.uk

www.financial-ombudsman.org.uk



Inflation protection

We will adjust the sums insured under section 1 - property damage and section 2 - extended cover in line with an appropriate price index.

We will not charge you for increases, or repay you for any decreases, made to the sums insured as a result of index-linking but at the end of each period of insurance the renewal premium will be based on the adjusted sums insured.

In the event of a claim, index-linking will continue from the date of the damage to the time of the resulting claim being settled, up to a maximum increase in sums insured of 20% from the date of the damage. However we will not pay for increased costs which arise due to unnecessary delay on your part.

Long term undertaking (LTU)

If this policy is subject to a long term undertaking (LTU) it means that you have agreed, in return for a discount off the premium, to offer to renew the policy with us for an agreed number of years. If an LTU is in force the expiry date of the agreement is shown in your schedule. If you are unsure if an LTU is in force please contact your intermediary or the church department.

LTUs are freely negotiated and legally binding contracts between you and us, providing to you the long term reassurance that the rating and terms applying to your policy will not change during the currency of the LTU unless there is a material change in risk. If there is a material change in risk we will negotiate with you about continuing the LTU. If there is no material change in risk but at renewal date we increase the rating or impose more onerous terms without your agreement then we will have broken the contract. If renewal is offered by us at the same or lower rating and terms applying at the expiry of the period of insurance then the contract is not broken and you must offer to renew the policy with us up to the expiry date of the LTU contract.

The wording of the LTU is shown in "conditions which apply to the whole policy" on page 14. If you are unsure if either you or we have broken an LTU you should discuss the matter with us. If this policy has been arranged with us without using the services of an insurance broker, agent or other intermediary but you subsequently decide to use one, you must tell them of the existence of an LTU. Similarly, if you approach any other insurer to quote for any part of the insurance covered by this policy, you should tell them of the existence of an LTU.

Law applicable to the policy

Unless we and you have agreed otherwise in writing:

- i sections 1 to 10 of this policy shall be governed and construed in accordance with English Law unless the premises are located in Scotland in which case Scottish Law shall apply.
- ii section 11 - terrorism shall always be governed by and construed in accordance with English Law.
- iii section 12 - legal protection is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the premises are located. Otherwise the law of England and Wales applies.

Value added tax (VAT)

When calculating your sums insured you should include VAT to the extent that you have to pay it. Individual circumstances dictate whether or not repair work following damage is zero-rated but it is highly likely that most repair work will attract VAT at the standard rate. You should consult your professional advisers or HM Revenue & Customs if you require advice on VAT. Sums insured can be affected considerably by VAT. A possible consequence of calculating them incorrectly could be that claims payments might be reduced because of the operation of average (see section 1 - property damage, clauses 13 and 14 on page 26).



Please carefully read this information regarding your data privacy and share it with anyone named in your schedule which may include the governing body, directors, board of trustees or similar as it will also apply to them.

In regard to data protection and how we use your data the following definitions will apply:

Personal information

Any information given to **us** about you, by you or anyone else in connection with this insurance.

Sensitive personal data

Some of the **personal information** that **we** ask you to provide is known as sensitive personal data. This may include information relating to convictions such as county court judgments. **We** need to use sensitive personal data to arrange and manage your policy, and to provide the services described in your policy documents such as dealing with claims.

We/our/us

HDI Global Specialty SE UK Branch as the underwriter and Integra Insurance Solutions Ltd., as the administrator of your policy.

We take appropriate security measures to safeguard all information supplied whether personal or non-personal. The details provided below are a summary of how **we** collect, use, share, transfer and store your **personal information**. The collection and subsequent processing of your **personal information**, how it is held and used by **us** meets all relevant data protection legislation.

Secure technology and procedures are used to help protect your information from inappropriate use and these are revised and updated as new technology becomes available. **We** also take reasonable security measures to protect your **personal information** in storage.

For full details of **our** privacy policy, please go to www.congregational.co.uk/privacy-policy.php or contact:

Integra Data Protection Officer, HDI Global Specialty SE UK Branch, 10 Fenchurch Street, London EC3M 3BE

✉ dpo@integra-ins.co.uk

How we obtain and use your personal information

You provide **personal information** to **us** or your broker as part of your application for general insurance cover either in writing or by phone. **We** use this information in order to underwrite, manage and administer your insurance policy and/or any claims that you may make under the terms of your policy. **We** may also keep information contained in any correspondence you may have with **us** by post or by email and **we** may record telephone conversations. The information **we** hold may include:

- your name, address and contact details;
- your property construction details, details of what you want to insure and your claims history;
- **sensitive personal data**, where you have provided **us** with **sensitive personal data** relating to someone else, you confirm you have informed them that you have shared this data with **us**.

This information is necessary for **us** to be able to provide you with a general insurance policy.

Do we use your personal data for marketing purposes?

Any information that you choose to give **us** will not be used for marketing purposes by **us**. **We** will hold your **personal information** only for the purposes of managing and administering your insurance policy and/or any claims that you may make under the terms of your policy. In the event of a claim **we** may use your contact details to issue you with a claims survey.

Sharing your information

We will keep information about you confidential and for the purpose of administering your insurance policy and any claims made against the policy **we** will from time to time share your **personal information** with a number of different organisations, such as:

- other companies within the Group – for the purpose of statistical analysis, audit and compliance monitoring;
- lawyers, loss adjusters and/or third parties providing a service to **us** or on **our** behalf;
- organisations that have a specific role laid out in law, such as statutory bodies, regulatory authorities and other authorised bodies, or where **we** have a duty to, or are permitted to disclose your **personal information** to them by law;
- fraud prevention and credit reference agencies.

We will never share your **personal information**, unless required to do so by law, without the appropriate and necessary care and safeguards being in place.

Keeping your information

We will keep your **personal information** only for as long as is reasonably necessary in order to:

- provide **our** services to you; and
- fulfil **our** legal and regulatory obligations.

For more information about this, please see **our** privacy policy www.congregational.co.uk/privacy-policy.php

Transfer of your personal data outside of the European Economic area (EEA)

We do not currently transfer your **personal information** outside the EEA. If in the future **we** transfer your **personal information**, in accordance with the terms of this policy outside of the EEA, **we** will make sure that the receiver agrees to provide the same or similar protection as **we** do and they will only use your **personal information** in accordance with **our** instructions.

Dealing with others acting on your behalf

We will deal with individuals you nominate, including third parties **we** reasonably believe to be acting on your behalf providing they are able to answer **our** security questions.

Your rights

You have a number of rights in relation to the information that **we** hold about you, including:

- the right to access **personal information we** hold about you, known as a subject access request;
- asking **us** to correct, delete or restrict processing of your **personal information**;
- withdrawing the permission that you previously provided for **us** to use your **personal information**;
- the right to receive your **personal information** which you provided, in a commonly used and machine-readable format for onward transmission by you;
- the right to object to processing based on the legitimate interests grounds, unless **our** reasons for that processing outweigh any prejudice to your data protection rights;
- complaining to the Information Commissioner's Office (ICO) at any time if you object to the way **we** use your **personal information**. For more information, please see www.ico.org.uk or call the ICO on 0303 123 1113.

General definitions - sections 1 to 11

The following words or phrases have a specific meaning. The definitions below will apply wherever they appear in bold type in your policy wording. The definitions also apply when used in **your schedule** or **endorsement**.

Buildings

The buildings at the **premises** built of brick, stone, concrete, incombustible solid or hollow building blocks or metal and roofed with slates, tiles, metal or concrete or sheets composed entirely of incombustible material unless otherwise advised to **us**. Buildings includes its permanent fixtures and fittings, fixed heating and lighting installations, windows, car parks, solar panels, wind turbines, satellite television receiving equipment, television or radio aerials, aerial fittings or masts, external fuel storage tanks, small outbuildings and extensions, boundary walls, fences, gates, paths, drives and paved areas and, so far as they are regarded as immovable, integral fittings and fixtures of the building all belonging to **you** or for which **you** have accepted legal responsibility.

Unless stated otherwise in **your schedule** the buildings will not be artificially heated other than by low pressure hot water apparatus; oil fired space heaters supplied from an external tank or fixed gas or electric appliances and will be lit by electricity.

Business

Your business activities declared to **us** and accepted by **us** in writing as stated in **your schedule**.

Company/we/our/us

HDI Global Specialty SE UK Branch.
Refer to page 4 - 'your insurance policy' for further information.

Correspondence address

The name and address of the official authorised by **you** to act on **your** behalf on matters concerning this policy.

Damage

Loss, destruction or damage.

Employee /employees

- i Persons under a contract of service or apprenticeship with **you**.
- ii Persons under a contract of service or apprenticeship with some other employer and who are hired to or borrowed by **you**.
- iii Labour masters and persons supplied by them.
- iv Persons engaged by labour only sub-contractors.
- v Self-employed persons performing work of a kind ordinarily performed under a contract of service or apprenticeship with **you**; while working for **you** in connection with **your business**.

Endorsement

A variation in the terms of this policy.

Excess

An amount to be deducted from any claim settlement. The amount of any excess is stated in this policy or shown in **your schedule**.

Insured/you/your

The person(s), company or organisation named in your **schedule** as the insured.

Insured property

The insured property described in **your schedule**.

Machinery

Machinery, plant and equipment used in connection with the **business** including fixtures, fittings, utensils and all other contents, in the **buildings** at the **premises** and all belonging to **you** or for which **you** have accepted legal responsibility.

Machinery does not include:

- i **buildings**;
 - ii **stock**;
 - iii motor vehicles licensed for road use or their accessories, trailers, caravans, watercraft or aircraft;
 - iv any items more specifically insured in this or any other policy.
- See clause 2 - all other contents, on page 25.

Period of insurance

The period stated in **your schedule** for which **we** agree to provide the insurance described in the policy in return for **your** payment of, or agreement to pay, the premium.

Premises

The premises shown as risk address or addresses in **your schedule**.

Rent

Periodic payment made to or by **you** in respect of the occupation of the **premises**.

Schedule

Details of **you**, the **premises**, **correspondence address**, **sums insured** and **limits of liability**, the **period of insurance** and the sections of the policy which apply together with details of premiums due from, or to, **you**.

Stock

Stock, merchandise and materials of trade, including promotional goods and samples, in the **buildings** at the **premises** and all belonging to **you** or for which **you** have accepted legal responsibility.

Stock does not include:

- i **buildings**;
- ii **machinery**;
- iii any items more specifically insured in this or any other policy.

Sum insured/limit of liability/limit of indemnity

The sum insured as shown in **your schedule** together with any adjustment for inflation protection (where applicable) is the maximum **we** will pay for all claims arising out of any one incident. However, if a specific limit applies (as detailed in this policy) **we** shall not pay more than that specific limit.

Territorial limits

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Transit

The period during which the **insured property** is being:

- i conveyed by or temporarily housed in a vehicle and/or trailer owned or operated by **you** and described in **your schedule**;
- ii conveyed by or in the charge of a carrier for the purpose of transportation by them;
- iii loaded onto or unloaded from the transportation vehicle as described in i or ii above;
- iv delivered to or collected from a carrier.

Unoccupancy/Unoccupied

Vacant, untenanted, unfurnished and/or without regular daily occupancy.



Please refer to each section for any special conditions applying.

1. Observance

Our liability shall be conditional on the observance and fulfilment by **you** of the terms, provisions, conditions and **endorsements** of this policy.

2. Fraudulent claims

If **you** or anyone acting on **your** behalf makes a claim under the policy knowing the claim to be false or fraudulent in any way, or, knowingly provides inaccurate or misleading information (verbal or written) in support of the claim, **we**:

- i will not pay the current claim and may recover the cost of any claim payments made in advance of the discovery of the fraudulent act;
- ii may void the policy from the date of the fraudulent act with no refund of premium and reclaim from **you** the amounts of any other claims or partial claims paid since that date.

3. Duty of care

You must take all reasonable steps to:

- i protect and maintain the **insured property**;
- ii prevent **damage** to the **insured property**;
- iii prevent injury to other persons or **damage** to their property;
- iv comply with laws, bye-laws and regulations imposed by any authority;
- v exercise care in the selection of **employees**;
- vi maintain financial and accountancy records.

4. Other insurances

If at the time any claim arises under this policy (except under section 6 - personal accident) there is any other insurance in force covering the same **damage** or liability **we** shall not be liable for more than **our** proportionate share.

If such other insurance is subject to any condition of average this policy (if not already subject to any condition of average) shall also be subject to average.

5. Special conditions

We will not pay a claim if **you** fail to comply with any special condition stated in the policy if such failure causes **damage** or increases the likelihood of **damage**.

6. Duty of fair representation

It is **your** responsibility to make a fair representation of the information required by **us** to provide the insurance under this policy.

This duty applies at the start of the insurance contract and continues throughout the **period of insurance**. **You** must tell **us** of any change in circumstances that may increase the risk of **damage**, injury or liability including but not restricted to:

- i closure, vacation (including partial vacation) or demolition of the **premises**;
- ii change in use of the **premises**;
- iii structural alterations or repairs to the **buildings** (other than contractors carrying out minor repairs, alterations and general maintenance on the **premises** providing they do not use scaffolding);
- iv changes to **your** activities.

In order to ensure that a fair representation has been made **you** may need to make enquiries with other officials of the **insured** and **your** advisers.

Where there is a deliberate or reckless misrepresentation or non-disclosure of relevant information the policy will be treated as void and of no effect from that date and no return of premium will be allowed.

Where such misrepresentation or non-disclosure is not deliberate or reckless but would have affected **our** consideration of the risk, **we** may take the following actions with effect from the date of the misrepresentation or non-disclosure:

- i if **we** would not have provided insurance on any terms, **we** will treat the policy as void and of no effect and **we** will return the amount of any premiums paid from that date;
- ii if **we** would have entered the contract but at an additional premium **we** have the right to reduce any claim payment in proportion to the amount of the underpayment; and/or
- iii if **we** would have entered the contract but applied different terms **we** have the right to amend the terms.

7. Arbitration

Where **we** have accepted a claim under this policy but **we** and **you** cannot agree on the amount to be paid the disagreement shall be referred to an arbitrator jointly appointed by **you** and **us** in accordance with the statutory provisions for the appointment of an arbitrator. Where this occurs an award must be made by the arbitrator before legal proceedings can be commenced against **us**.

8. Cancellation

You may cancel **your** policy within 14 days from the day of purchase or renewal of the contract or the day on which **you** receive **your** policy or renewal documentation, whichever is later. This is known as the cooling off period.

If **you** wish to cancel and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid. Alternatively, if **you** wish to cancel and the insurance cover has already commenced, **you** will be entitled to a refund of the premium paid, less a proportionate deduction for the time **we** have provided cover.

If the policy is not cancelled within the cooling off period, it will continue in force and **you** will be required to pay the premium.

You may cancel the policy at any time after the cooling off period, in which event a proportion of the premium may be returned to **you**. Any return of premium will depend on whether any incident giving rise to a claim occurs during the **period of insurance** and on how long the policy has been in force.

You may cancel the policy by contacting **your** broker, intermediary or the church department.

If the premium for this policy is payable by instalments it is a condition that each instalment is paid by the due date otherwise **we** have the right to cancel the policy with effect from the date when such instalment falls due.

In circumstances other than non-payment of instalments **we** may cancel the policy or any section of it by sending seven days notice by recorded delivery to **you** at the last known **correspondence address**. **We** shall refund to **you** the unused portion of the premium paid.

You cannot make a claim for an event that occurred after the date the policy was cancelled, but cancelling the policy will not affect **your** right to claim for an event that occurred before the date the policy was cancelled.

9. Rights of third parties

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

10. Long term undertaking

Where a long term undertaking (LTU) is shown in **your schedule** as being in force, a discount is allowed off the premium in consideration of **you** having made an undertaking to offer annually to **us**, for the period shown in **your schedule**, certain insurances under this policy on the terms and conditions in force at the end of each **period of insurance** and to pay the premium annually in advance (or with **our** agreement by instalments) it being understood:

- i **we** shall be under no obligation to accept an offer made in accordance with the above-mentioned undertaking;
- ii the **sum insured** may be reduced at any time to correspond with any reduction in value of or variation in the **insured property**.

The undertaking applies to any policy or policies which may be issued by **us** in substitution for this policy and the same discount shall be allowed off the corresponding premium for any substituted policy or policies issued by **us**.

In the event of **you** not complying with the LTU applicable to this policy **you** will be required to refund to **us** the amount of any discount allowed since the inception of the undertaking in addition to any reasonable fee.

11. Law applicable to the policy

Unless **we** and **you** have agreed otherwise in writing:

- i sections 1 to 10 of this policy shall be governed and construed in accordance with English Law unless the **premises** are located in Scotland in which case Scottish Law shall apply;
- ii section 11 - terrorism shall always be governed and construed in accordance with English Law.
- iii section 12 - legal protection is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the **premises** are located. Otherwise the law of England and Wales applies.

12. Premium adjustments

- i If any part of the premium is calculated on the estimates provided by **you**, an accurate record containing all details must be kept by **you** and this should be available to **us** for inspection at any time. Within a month of the expiry of each **period of insurance**, **you** must provide any information requested by **us**. The premium for each **insured period** may be adjusted by **us** and any difference would be paid to **you** or by **you**.
- ii If the information required by **us** is not provided by **you** within 30 days, **we** may make a reasonable estimate of such information including the rate of inflation and any other relevant factors and the premium shall be adjusted by **us** on such estimate and the difference paid to **you** or by **you** as described in i above.



Please refer to each section for any special conditions or duties applying.

Your duties

It is a condition precedent to liability that on the happening of any event which may give rise to a claim **you** must:

- i tell **us** immediately and give **us** all the assistance **we** may reasonably require;
- ii inform the police within 48 hours if the **damage** is caused by thieves, malicious persons or vandals or by riot, civil commotion, strikes or labour disturbances;
- iii supply to **us** at **your** expense full details of the claim in writing including any supporting evidence and information that **we** require within the following periods:
 - a 7 days for **damage** by riot, civil commotion, strikes, labour disturbances or malicious persons;
 - b 30 days after the expiry of the indemnity period for claims under section 4 - business interruption;
 - c 30 days after any other **damage**, injury or accident;
 - d 15 days after the discovery of any act of fraud or dishonesty by any of **your employees** or any reasonable cause for suspicion or circumstances which may give rise to a claim under section 9 - fidelity guarantee;
- iv take immediate action so far as is reasonably practical to minimise loss, recover lost property and prevent further **damage**, injury or accident;
- v at **our** request and at **our** expense do or allow to be done everything reasonably required by **us** for the purpose of making recoveries from other parties whether such action is necessary before or after **we** pay **your** claim under the policy.

In addition, with regard to a claim under section 5 - liabilities, **you** must:

- vi
 - a not make or allow to be made on **your** behalf any admission, offer, promise, payment or indemnity without **our** written consent;
 - b forward to **us** every letter, claim, writ, summons and process immediately if upon receipt without acknowledgement and advise **us** in writing immediately **you** have any knowledge of any impending prosecution, inquest or fatal injury inquiry in connection with that event.

With regard to a claim under section 6 - personal accident **you** must:

- vii
 - a arrange for the **insured person** to place themselves under the care of a qualified medical practitioner whose advice they must follow;
 - b provide to **us** at **your** expense all certificates, information and evidence that **we** require.

With regard to a claim under section 9 - fidelity guarantee **you** must:

- viii supply **us** within three months of the discovery of any act of fraud or dishonesty with full details in writing of the claim and all such proof **we** may require in support of the claim.

Our rights

- i **We** have the right to enter any **building** where **damage** has occurred and take and keep any of the **insured property** and to deal with salvage in a reasonable manner. **We** have the right to the salvage of any **insured property**. **You** cannot abandon any property to **us**.
- ii **We** are entitled to take the benefit of **your** rights to take legal action against another party and **we** are entitled to take over the defence or settlement of a claim against **you** by another party.
- iii **We** may at any time pay to **you** the **sum insured** or **limit of indemnity** or **limit of liability** (less any amounts already paid) or any lesser amount for which a claim can be settled and thereafter **we** shall be under no further liability in connection with that claim except for costs and expenses incurred prior to the date of such payment.
- iv If **we** elect to repair, reinstate or replace any property **we** shall only do so in a reasonably sufficient manner and **we** shall not spend more than the relevant **sum insured**.
- v For a claim under section 6 - personal accident:
 - a **We** have the right to require at **our** expense the **insured person** to undergo medical examination;
 - b In the event of death of an **insured person we** shall be entitled to carry out a postmortem examination at **our** own expense.



Please refer to each section for any specific exclusions applying.

This policy does not cover:

1. Risks insured elsewhere

Property or liability more specifically insured under another policy.

2. Radioactive contamination

- i Loss or destruction of or **damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
- ii Any legal liability of whatsoever nature.
- iii Death or injury directly or indirectly caused 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;
 - b the radioactive, toxic, explosive or any other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

This exclusion shall not apply to section 5 - employers' liability in respect of liability for death, bodily injury, disease or illness of an **employee** except when **you** have undertaken under a contract or an agreement to indemnify any principal or when **you** have assumed liability under contract for such death, bodily injury, disease or illness and where such liability would not have attached in the absence of such contract or agreement.

3. War risks

Any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

4. Sonic bangs

Damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

5. Act of terrorism

*If section 11 - terrorism is shown as operative in **your schedule**, this exclusion in respect of terrorism is cancelled.*

Definition

Act of terrorism

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

Act of terrorism exclusion

This policy does not cover any claim arising from loss, **damage**, cost or expense directly or indirectly caused or occasioned by or happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, **act of terrorism** or military or usurped power or confiscation or nationalisation or requisition (or any action taken in controlling, preventing, suppressing or in any way relating to any of the above) except:

- i to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to employees;
- ii where liability is judged to exist by a court of competent jurisdiction in accordance with the minimum requirements of the Road Traffic Act 1988 or subsequent amendments thereto or successors thereof or alternative applicable legislation in the territory in which the loss occurs.

Property contamination exclusion

This policy does not cover loss or **damage** or cost or expense in respect of the property insured directly or indirectly caused or occasioned by or happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, **act of terrorism** or military or usurped power or confiscation or nationalisation or requisition (or any action taken in controlling, preventing, suppressing or in any way relating to any of the above) as a result of:

- i the release or threat of release of germs, disease or other chemical or biological contagions or contaminants;
- ii the use or threat of use of any nuclear device or radioactive substance.

6. Gradually operating cause

Damage which happens gradually over a period of time.

7. Data recognition

- A
1. Loss, destruction, **damage**, breakdown, loss of income or additional expenditure; or
 2. Legal liability of whatsoever nature other than that for which insurance is required by the provisions of any law relating to compulsory insurance of liability to employees; directly or indirectly caused by or consisting of or contributed to by or arising from the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether **your** property or not.
 - i to correctly recognise any date as its true calendar date;
 - ii to capture save or retain, and/or to correctly 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;
 - iii to capture save retain or to correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture save retain or to correctly process such data on or after any date.

If otherwise covered by **your** policy the exclusion by paragraph A1. will not apply to:

- i theft or attempted theft;
 - ii glass or sanitary fixtures;
 - iii **money**;
 - iv personal accident;
 - v subsequent loss, destruction, **damage**, loss of income, additional expenditure resulting from fire, lightning, explosion, earthquake, subterranean fire or smoke, aircraft and other aerial devices, impact by any road or rail vehicle or animal, storm, flood, escape of water from any tank, apparatus or pipe, freezing of water in any interior fixed water or heating appliance or installation, escape of oil from any fixed oil-fired heating installation, falling trees or branches, breakage or collapse of television and radio receiving aerials or masts, riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances, malicious **damage**.
- B The legal defence of any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.



If during the **period of insurance** the **insured property** described in **your schedule** suffers **damage** caused by any insured event 1 - 16 below **we** will pay in accordance with the terms of this section for the cost of the **damage**, provided that the insured event is shown as operative in **your schedule**.

What is covered	What is not covered
	<p>In addition to the events described under the heading "what is not covered" in insured events 1-16 below, the following exclusions i to vii below apply to all insured events under this section:</p> <ul style="list-style-type: none"> i the amount of any excess shown in your schedule; ii damage arising from or consisting of wet or dry rot, however caused; iii damage caused by pollution or contamination but this shall not exclude damage to the insured property caused by: <ul style="list-style-type: none"> a pollution or contamination which itself results from any insured event; b any insured event which itself results from pollution or contamination; iv damage to moveable property in the open except as specifically provided for under any extension to this section; v damage attributable solely to change in the water table level; vi any value attaching to an article by reason of its antiquity unless an article is specifically insured in your schedule; vii damage to money as defined in section 3 - money.

Cover includes

What is covered	What is not covered
<p>Insured Event</p> <p>1. Fire Fire, lightning, explosion, earthquake, subterranean fire or smoke.</p>	<ul style="list-style-type: none"> i Smoke damage caused by smog, agricultural or industrial work or any gradual cause.
<p>2. Aircraft Aircraft and other aerial devices or items dropped from them.</p>	
<p>3. Impact Impact by any road or rail vehicle or animal.</p>	
<p>4. Storm</p>	<ul style="list-style-type: none"> i Damage by the escape of water from the normal confines of any natural or artificial watercourse or lake, reservoir, canal or dam. ii Damage by inundation from the sea whether resulting from storm or otherwise. iii Damage by frost, subsidence, ground heave, coastal erosion or landslip. iv Damage to fences, gates or moveable property in the open. v Damage to paths, drives and paved areas unless the main building is damaged at the same time. vi Damage to satellite television receiving equipment, television or radio aerials, aerial fittings or masts. vii Damage to wind turbines.

What is covered	What is not covered
<p>Insured Event</p> <p>5. Flood</p> <p>Flood caused by:</p> <ul style="list-style-type: none"> i the escape of water from the normal confines of any natural or artificial water course (other than water tanks, apparatus or pipes) or lake, reservoir, canal or dam; ii inundation from the sea. 	<ul style="list-style-type: none"> i Damage caused by frost, subsidence, ground heave, coastal erosion or landslip. ii Damage to fences, gates and moveable property in the open. iii Damage to paths, drives, car parks and paved areas unless the main building is damaged at the same time.
<p>6. Escape of water</p> <p>Escape of water from any tank, apparatus or pipe.</p>	<ul style="list-style-type: none"> i Damage by water discharged or leaking from an installation of automatic sprinklers. ii Damage in respect of any premises which are unoccupied.
<p>7. Freezing of water</p> <p>Freezing of water in any interior fixed water or heating appliance or installation.</p>	<ul style="list-style-type: none"> i Damage in respect of any premises which are unoccupied.
<p>8. Escape of oil</p> <p>Escape of oil from any fixed oil-fired heating installation.</p>	
<p>9. Falling trees or branches</p>	<ul style="list-style-type: none"> i Damage as a result of felling, lopping, topping or pollarding being done by you or your employees.
<p>10. Breakage of aerials and masts</p> <p>Breakage or collapse of satellite television receiving equipment, television and radio aerials, wind turbines, aerial fittings and masts.</p>	<ul style="list-style-type: none"> i Damage to aerials, aerial fittings and masts themselves.
<p>11. Riot and civil commotion</p> <p>Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances.</p>	<ul style="list-style-type: none"> i Damage caused by or happening through confiscation or destruction or requisition by order of the Government or any public authority.
<p>12. Malicious damage</p>	<ul style="list-style-type: none"> i Damage caused by or happening through confiscation or destruction or requisition by order of the Government or any public authority. ii Damage by theft or attempted theft or by risks described in insured event 1. iii Damage in respect of any premises which are unoccupied. iv Damage arising from deliberate erasure, loss, distortion or corruption of information on computer systems or other records, programs or software. v Damage to machinery or stock in unlocked outbuildings. vi Damage caused by malicious persons acting on behalf of or in connection with any political organisation.
<p>13. Theft or attempted theft</p> <ul style="list-style-type: none"> i involving entry to or exit from your buildings by forcible and violent means; ii robbery or attempted robbery at your premises. 	<ul style="list-style-type: none"> i Damage in respect of any premises which are unoccupied. ii Damage where you or any of your employees, partners or directors or any family member is involved directly or indirectly. iii Damage to machinery or stock in unlocked outbuildings.

What is covered

Insured
Event

14. Accidental breakage of glass

Accidental breakage of glass, sanitary fixtures and fittings and signs, including the cost of:

- i repairs to framework following breakage of insured glass;
- ii necessary boarding up pending replacement of the insured glass;
- iii in the case of double or triple glazing the additional cost of recreating vacuums or the purchase and installation of new sealed units.

15. Accidental damage

Any other accidental damage.

16. Subsidence

Subsidence or heave of the site on which the **building** stands, or landslip.

What is not covered

- i **Damage** to glass, sanitary fixtures and fittings or signs already damaged at the commencement of the first **period of insurance**.
- ii Breakage in respect of any **premises** which are **unoccupied**.
- iii Breakage of unfixed glass.
- iv Breakage caused by or traceable to alteration, repair or other building works being done by **you** or **your employees** to or at the **premises** whereby the risk of breakage is increased.
- v **Damage** to bulbs or tubes unless the signs in which they are contained are damaged at the same time.
- vi **Damage** to stained, engraved or lettered glass.

- i **Damage** caused by any of the insured events 1-14 or 16 or by the causes excluded from those events whether the events are insured or not.
- ii **Damage** caused by wear and tear, depreciation, atmospheric or climatic conditions, pollution, or contamination, rust, dust, rot, fungus, insects, vermin or any gradual cause.
- iii **Damage** caused by the process of production, packing, treatment, testing, commissioning, cleaning, dyeing, servicing, repair or restoration.
- iv Confiscation or detention by order of any government, public or police authority.
- v **Damage** caused by or consisting of erasure, loss, distortion or corruption of information on computer systems or other records, programs or software.
- vi Mechanical or electrical breakdown.
- vii Breakage of electrical valves, bulbs or tubes unless the equipment in which they are contained is damaged at the same time.
- viii **Damage to buildings** or structures caused by their own collapse or cracking.
- ix **Damage** to paths, car parks, drives, paved and other hardstanding areas, unless the main **buildings** are damaged at the same time.
- x **Damage** caused by change in temperature, colour, flavour, texture or finish.

- i **Damage** due to coastal or river erosion.
- ii **Damage** due to the bedding down of new buildings or structures.
- iii **Damage** due to the settlement of newly made up ground.
- iv **Damage** due to normal settlement, shrinkage or expansion.
- v **Damage** due to defective design or inadequate construction of foundations.
- vi **Damage** due to demolition, structural alteration or structural repair.
- vii **Damage** to solid floor slabs, or resulting from their movement, unless the foundations beneath the external walls of the **buildings** suffer **damage** at the same time.
- viii **Damage** to car parks, terraces, patios, paths, walls, fences, gates or central heating fuel tanks unless the **buildings** also suffer **damage** at the same time by the same cause.
- ix If any of the property on the site has suffered **damage** by subsidence, heave or landslip prior to insuring with **us** unless disclosed to and accepted by **us**.

Extensions applying to section 1 - Property damage

What is covered	What is not covered
<p>Extension</p> <p>1. Temporary removal</p> <p>Machinery and specified items anywhere in the territorial limits:</p> <ul style="list-style-type: none"> i whilst temporarily removed for cleaning, renovation or repair; ii whilst in the care of you or your employees; iii at or in transit to or from a bank following damage by any insured event which is operative under this section. <p>Limit: £2,500 any one claim.</p>	<p>Exclusions i to vii described at the beginning of this section or any event described under the heading "what is not covered" in insured events 1-16.</p> <ul style="list-style-type: none"> i Damage by theft to property left in an unattended vehicle unless the property is hidden from view and all windows and sunroofs are securely closed and the boot and all doors locked. ii Money, credit or debit cards. iii Property insured under any other policy.
<p>2. Lost or stolen keys</p> <p>The reasonable cost necessarily incurred in replacing locks at the premises including locks of safes, strongrooms or intruder alarm systems in the premises following the loss of keys.</p> <p>Limit: £2,500 any one claim.</p>	<ul style="list-style-type: none"> i The cost of replacing locks where the keys have been lost or stolen after being left in an unattended room (unless such keys were in a locked receptacle).
<p>3. Service pipes and cables</p> <p>Accidental damage to the service pipes and cables serving the premises in so far as you are responsible for the cost of repair.</p> <p>Limit: £10,000 any one period of insurance.</p>	
<p>4. Loss of metered water</p> <p>Loss of metered water from a fixed water appliance or installation following accidental damage to the appliance or installation.</p> <p>Limit: £5,000 any one period of insurance.</p>	
<p>5. Damage by the fire brigade</p> <p>Damage caused by the fire brigade to the grounds of the premises for which you are responsible.</p> <p>Limit: £10,000 any one claim.</p>	
<p>6. Loss of oil</p> <p>Loss of oil from a fixed oil-fired heating system at the premises following accidental damage to the system or its pipes and tanks.</p> <p>Limit: £5,000 any one period of insurance.</p>	
<p>7. Tracing and accessing leaks</p> <p>The cost of locating the source of water or oil escaping from fixed tanks, apparatus or pipes and in making good any resulting damage.</p> <p>Limit: £10,000 any one period of insurance.</p>	

What is covered

Extension

8. Building works

This extension will only apply where agreed with **us** and shown as operative in **your schedule**, together with the contractor's name, address and period of the contract.

When **your buildings** at the **premises** are undergoing alteration, extension or repair (the works) and the works are being carried out by a contractor (the contractor) under the JCT Intermediate Building Contract (IC 2011) for minor building works, or another form of contract with identical conditions (the contract), **we** will insure:

- i **your buildings** and **machinery** at the **premises** against **damage** caused by insured events 1, 2, 4, 5, 6, 11 in the joint names of **you** and the contractor;
- ii the works and all unfixed materials and goods intended for, delivered to and placed on or adjacent to the works against **damage** caused by insured events 1 - 15 in the joint names of **you** and the contractor.

The limit in respect of ii above as shown in **your schedule** applies in total in any one **period of insurance**.

If **your buildings** and **machinery** are not already insured for any of insured events 1, 2, 4, 5, 6 or 11 then **you** will have to pay an additional premium for the period of the works so that **we** can insure **you** and the contractor in terms of the contract for the works.

In respect of this extension, the terms **you/your** shall exclude the contractor, notwithstanding that the contractor is a joint insured.

In respect of this extension 'what is not covered' relating to insured event 15 iii on page 20 shall not apply.

9. Contracting Buyer

When **you** have contracted to sell the **premises** the purchaser will have the benefit of cover under the terms of this section in respect of **damage** occurring between the period of the exchange of contracts and the completion of the sale of the **premises**.

What is not covered

- i An **excess** of £250 increased to £500 in respect of claims arising from malicious damage or theft (insured events 12 and 13 on page 19) or such other amount applying to this extension shown in **your schedule**.
- ii **Damage** more specifically insured on any other policy.
- iii Works which **you** have not told **us** about prior to their commencement.
- iv Works being carried out by a contractor whose name and address has not been given to **us**.
- v **Damage** by acts of terrorism as defined in exclusion 5 act of terrorism on page 16.
- vi **Damage** due to the total or partial cessation of work but not including **damage** which may occur during any period of suspension of the works which would otherwise be covered by this extension.
- vii The cost of replacing, repairing or rectifying any of the property insured by this extension which is in a defective condition due to a defect in the design, plan, specification, materials or workmanship but this will not apply to resultant **damage** suffered by the remainder of the property insured which is not in a defective condition.
- viii **Damage** to the contractor's plant tools equipment or temporary structures.
- ix Contractual penalties or other consequential loss.
- x **Damage** by any event which **you** are not obliged to insure against under the terms of the contract.

- i Theft or **damage** insured under any other policy;
- ii Any amount exceeding the **sum insured** on the **buildings**.

Special conditions applying to section 1 - Property damage

The following special conditions are only applicable where shown as operative in **your schedule**. Please refer to conditions which apply to the whole policy 5. Special conditions on page 13.

It is a condition precedent to liability that:

Special
Condition

1. Basement stillage

All **stock** kept in any cellar, basement or sub-basement must be kept on racks, shelves or stillage at least 30cm above floor level.

2. Cooking equipment

- i All accessible extraction hoods and canopies shall be cleaned at least once a month, filters washed once every two weeks and flues, ducting, grease traps and filters be cleaned at least once a year by a specialist contractor.
- ii All flues and exhaust ducting be kept free from contact with combustible materials.
- iii Frying and cooking equipment shall be supervised while the heat source is on and the heat source off whenever the **premises** is left unattended.
- iv At least one fire extinguisher with a minimum rating of 21B recommended for use on fat or oil fires shall be:
 - a prominently positioned near, but not immediately adjacent to, the cooking equipment;
 - b clearly marked and available at all times; and
 - c subject to an annual maintenance contract with a reputable supplier.
- v An approved fire blanket of a size adequate to cover the cooking apparatus be kept near, but not immediately adjacent to, the cooking equipment.

3. Fat frying

- i The frying apparatus including flues and exhaust ducting be securely fixed and free from contact with any combustible material.
- ii Any timber, woodwork or other combustible material within 15cm of the frying apparatus shall be protected by securely fixed non-metallic incombustible materials.
- iii Any timber, woodwork or other combustible materials shall be more than 15cm from any flue or exhaust ducting.
- iv Any grease traps and filters shall be cleaned at least once a week and all other accessible parts of the frying apparatus and its flues, exhausting and ducting be cleaned at least once every two weeks.
- v All flues, filters, ducting and other extraction equipment, back ducts and cooking pans together with all associated metalwork be fully cleaned and serviced by a specialist contractor at least once a year, or more frequently if recommended by the manufacturers, under an annual maintenance and servicing contract. **You** must obtain and retain for inspection by **us** a certificate from the contractor which specifies the date and the extent of the work carried out.
- vi At least two fire extinguishing appliances each with a minimum rating of 34B suitable for use on fat or oil fires be:
 - a prominently positioned near, but not immediately adjacent to, the frying apparatus;
 - b available at all times;
 - c subject to an annual maintenance contract with a reputable supplier.

- vii An approved fire blanket of a size adequate to cover the frying apparatus shall be kept near, but not immediately adjacent to, the frying apparatus.
- viii The frying apparatus shall be equipped with a thermostatically controlled device to prevent the temperature of the cooking fat/oil rising above 190°C or the manufacturer's recommended maximum whichever is lower. The frying apparatus must be equipped with a separate high temperature limit control of a non-self-resetting type to shut off the heat source if the temperature of the fat/oil exceeds 220°C.
- ix The frying apparatus must never be left unattended whenever the heat source is on.
- x Extraction of heat fumes and/or combustion products is by means of either an integral duct or overhead canopy and duct system. The components of which shall be made entirely of incombustible materials and be vented directly to the open.

4. Fire alarm

When a fire alarm system is installed in a building at the **premises**:

- i the system shall be installed in accordance with the specification agreed in writing by **us** and no alteration or variation of the system or any structural alteration to the **buildings** which would affect the system shall be made without **our** written consent;
- ii the system shall be maintained in full and efficient working order at all times and be serviced under a maintenance contract approved by **us** and immediate notice of any apparent defect in the fire alarm system or its signalling shall be given to the maintenance contractor.

5. Fire doors and shutters

All fire doors and shutters shall be kept closed except during working hours and be maintained in efficient working order.

6. Fire extinguishers

All fire extinguisher appliances, other than the installation of automatic sprinklers, shall be:

- i inspected at least once a week to ensure they are in full working order;
- ii promptly remedied of any defect whether disclosed by any such inspection or otherwise;
- iii maintained by number and distribution within the **premises**.

The above undertaking shall not be invalidated by any defect due to any circumstances unknown to or beyond **your** control.

7. Flammable liquids

There is no storage, deposit or use in any building at the **premises** of:

- i petroleum or other mineral oil or liquid or gaseous product;
- ii petroleum or other mineral oil or liquid or gaseous product giving off a flammable vapour below 23°C;
- iii any liquid or substance containing such liquids giving off a flammable vapour below 23°C;

except as specifically agreed with **us** in writing or as detailed in **your schedule**.

Special

Condition

8. Heating

- i The **premises** must not be heated:
 - a solely by or as a result of any manufacturing process;
 - b by any form of portable heating appliance fuelled by gas, oil or petroleum based fuel;
 - c by any form of portable heating appliance fuelled by waste timber, sawdust or shavings or other combustible material.
- ii Where the **premises** are heated by any form of portable heating appliance, such heating appliances shall be:
 - a sited so it is not liable to be overturned or subjected to mechanical damage;
 - b provided with a guard constructed of incombustible materials to maintain a clear space of at least 1 metre all around the heating appliance;
 - c used and maintained in accordance with the manufacturer's instructions;
 - d not refuelled whilst lit or within 20 minutes of the heat source having been extinguished;
 - e not refuelled within any building at the **premises**;
 - f not moved while the heat source is lit.

9. Intruder alarm

When an intruder alarm system is installed in a building at the **premises**:

- i the intruder alarm system shall be installed in accordance with the specification agreed in writing by **us** and no alteration or variation of the system or any structural alteration to the **buildings** which would affect the system shall be made without **our** written consent;
- ii the intruder alarm system shall be maintained in full and efficient working order at all times and be serviced under a maintenance contract approved by **us** and immediate notice of any apparent defect in the intruder alarm or its signalling shall be given to the maintenance contractor;
- iii the intruder alarm system shall be tested and set whenever the alarmed portion of the **premises** is not attended by **you** or any person authorised by **you** to be responsible for the security of the **premises** provided that any detection devices and their circuits connected for continuous protection shall be fully operative at all times;
- iv all keys including duplicate keys and notes of combination locks, electronic pass codes, letters and numbers relative to the intruder alarm system shall be removed from the **premises** whenever they are left unattended;
- v **you** must tell **us** immediately of any notice from the police or a security organisation that intruder alarm system signals may be or will be disregarded.

10. Security

All protective devices (other than intruder alarms) including locks and bolts fitted to **buildings** at the **premises** be brought into use whenever the **premises** are not attended by **you** or by any person authorised by **you** to be responsible for the security of the **premises**.

11. Services, security and waste unoccupancy

Whenever the **premises** are **unoccupied**:

- i all electrical, gas and water supplies are turned off at the mains other than:
 - a those connected to an automatic sprinkler installation;
 - b isolated electrical circuits to lighting or alarm systems which remain operative for security or fire protection purposes only;
- ii all basement, ground and other accessible doors and windows are locked or securely fastened and any security and alarm protection systems existing or installed at the time the **premises** became **unoccupied** remain in operation and are maintained in full working order;
- iii all waste and obsolete combustible materials are removed and taken away from the **premises**.

12. Stillage

All **stock** be kept on racks, shelves or stillage at least 15cm above floor level.

13. Unoccupied

Notice to be provided to **us** when the **premises** or any portion of any **premises** insured become occupied.

14. Unoccupied property inspection

Whenever the **premises** are **unoccupied** they will be inspected by **you** or by **your** duly appointed and authorised representatives at least once every seven days for the purpose of ensuring:

- i that no deterioration in the condition and state of repair of the **premises** has occurred;
- ii that any physical security and alarm protection systems existing or installed at the time the **premises** become **unoccupied** remain in operation and are maintained in full working order.

Any such deterioration or defects in the physical security or alarm protection systems be rectified repaired or remedied immediately.

15. Waste

- i All greasy and/or oily waste and used cleaning cloths which remain overnight in a building at the **premises** be kept in metal receptacles fitted with metal lids which shall be closed and the waste removed from the **premises** at least once a week.
- ii All trade waste be swept up, bagged daily and removed from the **premises** at least once a week.
- iii All trade waste be swept up, bagged and removed from any building at the **premises** daily.
- iv All combustible trade waste and refuse be swept up and removed from any building at the **premises** outside of working hours.

Clauses applying to section 1 - Property damage

Clauses numbered 1-14 below, if shown as operative in **your schedule**, may affect the amount **you** need to include in the **sums insured**. **Sums insured** should be calculated to be enough to pay in full for the repair or replacement of **insured property** on the basis that the **insured property** is destroyed completely or permanently lost. **Sums insured** which are not sufficient may result in any claim settlement being reduced in accordance with any condition of average which applies. If a condition of average applies the appropriate clause number is shown in **your schedule** as being operative. Please refer to the paragraph about VAT on page 9 of this policy booklet.

Clause

1. Additional costs

We will pay for costs and expenses reasonably and necessarily incurred in repair or replacement following insured **damage** in:

- i removing debris, demolishing, dismantling, shoring-up or propping;
- ii clearing drains, sewers and gutters which **you** either own or are responsible for;
- iii reasonable architects', surveyors', consulting engineers' and other professional fees;
- iv complying with Local Authority Buildings Regulations or other statutory requirements provided that notice to comply was not given prior to the **damage**.

We will not pay for:

- i the cost incurred in removing debris from anywhere other than the site of the damaged property and the immediately surrounding and adjacent area;
- ii costs arising from pollution or contamination of property not insured by this policy;
- iii fees or any other costs incurred in the preparation of a claim;
- iv the cost of work stipulated in any notice already served upon **you**;
- v undamaged parts of the **buildings** (except foundations if they are included in this insurance - see clause 8) beneath damaged parts.

2. All other contents

All other contents as referred to in the definition of **machinery** include the following:

- i National Insurance Stamps including stamps affixed to cards;
- ii books of account and similar business records for which **we** will only pay an amount representing the value of the books as stationery plus the cost of clerical labour used in re-writing them;
- iii computer system records for which **we** will only pay an amount representing the cost of computer consumables plus the cost of clerical labour used in reproducing the records for an amount not exceeding £5,000;
- iv money and stamps for an amount not exceeding £1,000;
- v patterns, models, moulds, plans, designs but only for the value of the materials together with the cost of labour expended in reinstatement;
- vi wines, spirits, beers, and tobacco products for an amount not exceeding £500, excluding stock;
- vii directors', partners', customers', visitors' and **employees'** pedal cycles and other personal effects and tools for an amount not exceeding £1,000 in respect of any one person;

provided that any items are not more specifically insured in this or any other policy.

3. Automatic reinstatement

Following **damage** to the **premises** the cost of repairing the **damage** will be reinstated automatically from the date **you** pay the additional premium to the expiry of the **period of insurance**, unless otherwise agreed in writing by **us** or **you**.

4. Capital additions

The insurance on **buildings** and **machinery** extends to include insofar as they are not otherwise insured:

- i newly acquired **buildings** and **machinery** anywhere in the **territorial limits**;
- ii alterations, additions and improvements to the **insured property** (but no appreciation in value thereof); provided that:
 - a at any one **premises** our liability shall not exceed 10% of the **sum insured** under the relevant items or £250,000 whichever is lower;
 - b **you** will declare to **us**; the value of such additions, alterations and improvements at intervals of not more than 6 months; as soon as practical and in any event within 3 months of any newly acquired **premises**.
 - c **you** will pay the appropriate additional premium required from the inception of additional cover;
 - d immediately each advice of acquisitions and alterations additions and improvements has been accepted by **us** the provisions of this clause shall be fully reinstated.

5. Change of occupancy

Immediate notice must be provided to **us** in the event of:

- i any change in occupancy or use of any of the **premises**;
- ii any **unoccupied premises** or partially **unoccupied premises** becoming occupied.

You will pay the appropriate additional premium if required.

Clause

6. Designation

For the purposes of determining whether any item of property is included either in **buildings** or in **machinery** we agree to accept the designation under which such property has been entered in **your** books.

7. Electrical

We will not be liable for **damage** to any part of any electrical plant or apparatus caused by its own short-circuiting, over-running, excessive pressure or self-heating but if fire spreads to and causes **damage** to other **insured property** we will pay for such **damage**.

8. Foundations

The definition of **buildings** excludes foundations, themselves defined as those parts of the **buildings** which are below the level of the under surface of the lowest floor of the **buildings**.

9. Maximum claim payment

The most we will pay for **damage** to **buildings** or **machinery**, subject to average and to any limits shown in the policy, the extensions to this section or in **your schedule**, is the **sum insured** shown in **your schedule** as adjusted for index-linking.

10. Non invalidation

This insurance shall not be invalidated by any act or omission or by any alteration where the risk of **damage** is increased unknown to or beyond **your** control provided that immediately **you** become aware **you** will give notice to **us** and pay an additional premium if required.

11. Reinstatement as new

Following **damage** to **buildings** or **machinery** where the **sum insured** is marked "R" on **your schedule** at **our** option:

i **buildings**

we will pay for the cost of repairing the **damage** to the **buildings** or if **damage** is beyond repair the cost of replacing the **buildings** or we will arrange for the work to be carried out in all cases to a condition equivalent to or substantially the same as but not better or more extensive than the **buildings'** condition when new;

we will not deduct any amount for wear and tear unless:

- a the **buildings** are in a poor state of repair or decoration;
- b there is unnecessary delay in carrying out the work;
- c repair or replacement is not carried out;

we will not pay for undamaged parts of the **buildings** (except foundations if they are included in this insurance - see clause 8) beneath damaged parts.

ii **machinery**

we will replace or we will pay the cost of replacement as new except for items that can be economically repaired. When we pay the cost of repair, we will only pay the cost of repair so far as that may be practicable or the cost of a modern replacement and we will not deduct any amount for wear and tear.

12. Rent

If **rent** is included in **your schedule** we will only pay for **rent** if the **buildings** or any part of them is unfit for occupation as a result of **damage** caused by an insured event. The amount we pay will be proportionate to the period for which **rent** is insured in relation to the time taken to repair the **damage**.

13. Underinsurance condition (85% average)

Each of the **sums insured** under this section of the policy is separately subject to average as follows:

if the appropriate **sum insured** at the time of the repair of the **damage** or replacement of the **insured property** is less than 85% of the cost of replacing the whole of that **insured property** as new then the amount we will pay will be reduced in proportion to the amount of the underinsurance.

14. Underinsurance condition (pro rata average)

Each of the **sums insured** under this section of the policy is separately subject to average as follows:

if the appropriate **sum insured** at the time of the repair of the **damage** or replacement of the **insured property** is less than the cost of replacing the whole of that **insured property** as new then the amount we will pay will be reduced in proportion to the amount of the underinsurance.



What is covered

If during the **period of insurance** an item of **insured property** specifically described in **your schedule** suffers **damage**, whilst anywhere in the **territorial limits we** will:

- i replace the property; or
- ii pay the cost of replacement as new; or
- iii pay the cost of repair of items which can be economically repaired.

We will not deduct any amount for wear and tear.

The most **we** will pay, subject to any limits shown in the policy or in **your schedule**, is the **sum insured** shown in **your schedule** for each specifically described item as adjusted for index-linking.

What is not covered

- i The amount of any **excess** shown in **your schedule**.
- ii The cost of maintenance.
- iii **Damage** caused by wear and tear, depreciation, atmospheric or climatic conditions (other than storm or flood), pollution or contamination, rust, dust, rot, fungus, insects, vermin or any gradual cause.
- iv **Damage** caused by the process of cleaning, dyeing, repair or restoration.
- v Mechanical or electrical breakdown.
- vi Confiscation or detention by order of any government, public or police authority.
- vii Breakage of electrical valves, bulbs or tubes unless the equipment in which they are contained is damaged at the same time.
- viii **Damage** by theft to property left in an unattended vehicle unless the property is hidden from view and all windows and sunroofs are securely closed and the boot and all doors locked and the keys removed.
- ix Unexplained disappearance, inventory, shortage, misfiling or misplacing of information.
- x Theft, wind, rain, hail, sleet, snow or flood **damage** to property in the open.



Definitions applying to this section of the policy

Business hours

Your usual office hours and the working hours (including overtime) during which **you** and **your employees** entrusted with **money** are on the premises for the purpose of the **business**.

Money

Coin, bank and currency notes, uncrossed cheques (other than pre-signed blank cheques), uncrossed bankers' drafts, uncrossed postal orders, uncrossed money orders, securities for money, unused postage stamps, travellers cheques, National Insurance Stamps and stamped National Insurance cards, credit and debit card sales vouchers, Giro payment orders, luncheon vouchers, charity and consumer redemption vouchers, gift tokens all belonging to **you** or for which **you** are responsible.

Non-negotiable money

Crossed cheques (other than pre-signed blank cheques), crossed banker' drafts, crossed postal orders, crossed money orders, unused credit on postal franking machines, National Savings certificates, Premium Bonds and Value Added Tax purchase invoices all belonging to **you** or for which **you** are responsible.

What is covered

Loss of **money** happening during the **period of insurance**.

The most **we** will pay for any one loss of **money** arising out of any one cause is the **limit of liability** for each insured event shown in the table below.

We will also pay for **damage** to:

- i any safe, strongroom, cash carrying bags, cases, belts or waistcoats used to contain or carry **your money**;
- ii clothing and personal effects belonging to **you** or to any of **your employees** up to £1,000 per person;

arising in connection with theft or attempted theft of **your money**.

What is not covered

- i The amount of any **excess** shown in **your schedule**.
- ii **Money** which is not yours or for which **you** are not responsible.
- iii Loss from an unattended vehicle.
- iv Loss due to deception or false accounting unless discovered within 60 days of the occurrence.
- v Loss due to clerical or accounting errors, depreciation in value, unexplained shortage, dishonoured cheques, fraudulent credit card transactions or to the use of counterfeit **money**.
- vi Loss arising outside the **territorial limits**.
- vii Loss from amusement or vending machines.
- viii Loss suffered as a result of a business transaction.
- ix Loss of **money** in **transit** by post unless by special delivery.

Insured event	Limit
Any loss of money :	
1. i in the premises not in a safe but in the custody and presence of your employee ;	£3,500 any one loss
ii in a locked safe in the premises ;	£3,500 any one loss
iii in transit directly from the premises to a bank or to the home of your employee , or in transit directly from a bank or from the home of your employee to the premises ;	£3,500 any one loss
iv in the home of your employee or in a bank night safe until the bank have accepted responsibility;	£3,500 any one loss
v in any other circumstances.	£500 any one loss
vi non-negotiable money	as shown in the schedule
2. Misappropriation, deception or false accounting by any employee , discovered within 60 days of the occurrence.	£10,000 £5,000 any one period of insurance in total any one period of insurance in respect of any one person

Special conditions applying to section 3 - Money

The following conditions are only applicable where shown as operative in **your schedule**.

It is a condition precedent to liability that:

Special
Condition

1. Escorts

If the amount of **money** in transit exceeds £3,500 it must be accompanied by at least 2 persons who are sound in bodily health. For amounts over £10,000 **money** should be carried by a professional cash carrier.

2. Intruder alarm

When an intruder alarm system is installed in a building at the **premises**:

- i the intruder alarm system shall be installed in accordance with the specification agreed in writing by **us** and no alteration or variation of the system or any structural alteration to the **buildings** which would affect the system shall be made without **our** written consent;
- ii the intruder alarm system shall be maintained in full and efficient working order at all times and be serviced under a maintenance contract approved by **us** and immediate notice of any apparent defect in the intruder alarm or its signalling shall be given to the maintenance contractor;
- iii the intruder alarm system shall be tested and set whenever the alarmed portion of the **premises** is not attended by **you** or any person authorised by **you** to be responsible for the security of the **premises** provided that any detection devices and their circuits connected for continuous protection shall be fully operative at all times;
- iv all keys including duplicate keys and notes of combination locks, electronic pass codes, letters and numbers relative to the intruder alarm system shall be removed from the **premises** whenever they are left unattended;
- v **you** must tell **us** immediately of any notice from the police or a security organisation that intruder alarm system signals may be or will be disregarded.

3. Keys

All keys and duplicate keys to the **premises** including keys to safes, strongrooms and intruder alarm systems shall be:

- i removed from the **premises** when the **premises** are closed for business, out of **business hours** or left unattended;
- ii kept in a secure place not in the vicinity of safes, strongrooms or intruder alarm system controls when the **premises** are occupied by **you** or any authorised **employee**.

4. Money transits records

You must maintain a daily record of **money** in **transit** and at the **premises**, such record shall be deposited in a secure place other than in safes containing **money**.

5. Protections

You must:

- i put into effect whenever the **premises** are closed all those protections either existing at the start of this insurance or which **we** and **you** have agreed on subsequently;
- ii keep such protections in force and properly maintained;
- iii not vary or remove protections **we** and **you** have agreed on without **our** written consent.

6. Records

You must keep accurate records of **money** for which **you** are responsible.



To the extent that **you** are accountable to Her Majesty's Revenue and Customs (HMRC) for Value added Tax (VAT) all terms in this section will be exclusive of such tax. For the purpose of the definitions to this section any adjustment implemented in current cost accounting will be disregarded.

Definitions applying to this section of the policy

Annual gross rentals

The **gross rentals** during the 12 months immediately before the date of the **damage**.

Annual gross revenue

The **gross revenue** during the 12 months immediately before the date of the **damage**.

Annual rent receivable

The **rent receivable** during the 12 months immediately before the date of the **damage**.

Annual turnover

The **turnover** during the 12 months immediately before the date of the **damage**.

Customer's account

Your accounts of all customers who are trading with **you** on a credit or hire purchase basis.

Estimated gross profit

The amount declared by **you** to **us** as representing the **gross profit** which is anticipated to be earned by **you** during the financial year most nearly concurrent with the **period of insurance** (or a proportionately increased multiple where the **indemnity period** exceeds 12 months).

Estimated gross revenue

The amount declared by **you** to **us** as representing not less than the **gross revenue** which is anticipated to be earned by **you** during the financial year most nearly concurrent with the **period of insurance** (or a proportionately increased multiple where the **indemnity period** exceeds 12 months).

Gross profit

The amount by which the sum of the **turnover** and the value of the closing **stock** shall exceed the sum of the value of the opening **stock**, the amount of the **stock** purchased and the amount of the specified working expenses. Specified working expenses shall be packaging, carriage, freight and bad debts unless otherwise stated in **your schedule**.

Gross rentals

The money paid or payable to **you** by tenants in respect of rental of the **premises**.

Gross revenue

The money paid or payable to **you** for services rendered in the course of the **business** at the **premises**.

Indemnity period

The period during which the results of **your** normal **business** activities are affected following **damage** to the **insured property** up to the maximum indemnity period shown in **your schedule**.

Rate of gross profit

The **gross profit** earned on the **turnover** during the financial year immediately before the date of the **damage**.

Rent receivable

The money paid or payable to **you** for accommodation and services provided in the course of the **business** at the **premises**.

Standard gross rentals

The **gross rentals** during the 12 months immediately before the date of the **damage** which corresponds to the **indemnity period**.

Standard gross revenue

The **gross revenue** during the 12 months immediately before the date of the **damage** which corresponds with the **indemnity period**.

Standard rent receivable

The **rent receivable** during the 12 months immediately before the date of the **damage** which corresponds with the **indemnity period**.

Standard turnover

The **turnover** during that period in the 12 months immediately before the date of the **damage** which corresponds with the **indemnity period**.

Turnover

The amount paid or payable to **you** for goods sold and delivered and for services rendered in the course of the **business** at the **premises**.

What is covered

We will pay **you** subject to the terms of this section for loss during the **indemnity period** resulting from interruption or interference with the usual activities carried out at the **premises** following **damage** by an insured event for which **we** have accepted a claim under either section 1 - property damage or 2 - extended cover.

Where no payment is made under section 1 - property damage or section 2 - extended cover solely because the **excess** is more than the cost of the **damage we** will still accept a claim under this section.

Our liability will not exceed the **sums insured**, as shown in **your schedule**, for any insured event in respect of any one occurrence of **damage**.

What is not covered

- i The amount of any **excess** shown in **your schedule**.
- ii Loss where there is unreasonable or unnecessary delay on **your** part in repairing or replacing the property.

Cover includes

The following insured events together with the details appropriate to the insured events and any limits are only applicable where shown as operative in **your schedule**.

What is covered

Insured
Event

1. Gross profit

The insurance under item 1 in **your schedule** is limited to loss of **gross profit** due to:

- i reduction in turnover; and
- ii increase in cost of working.

The amount payable as indemnity shall be:

- i in respect of reduction in **turnover**:
the sum produced by applying the rate of **gross profit** to the amount by which the **turnover** during the **indemnity period** shall, in consequence of **damage**, fall short of the **standard turnover**;
- ii in respect of increase in cost of working:
the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **turnover** which but for that expenditure would have taken place during the **indemnity period** in consequence of **damage**, but not exceeding the sum produced by applying the **rate of gross profit** to the reduction avoided;

less any sum saved during the **indemnity period** in respect of such charges and expenses payable out of **gross profit** as may cease or be reduced in consequence of the **damage** provided that if the **sum insured** by this item be less than the sum produced by applying the **rate of gross profit** to the **annual turnover** (or to a proportionately increased multiple thereof where the maximum **indemnity period** exceeds 12 months) the amount payable shall be proportionately reduced.

What is not covered

What is covered

Insured
Event

2. Gross revenue

The insurance under item 1 in **your schedule** is limited to:

- i loss of **gross revenue**; and
- ii increase in cost of working.

The amount payable as indemnity shall be:

- i in respect of loss of **gross revenue**:
the amount by which the **gross revenue** during the **indemnity period** shall, in consequence of the **damage**, fall short of the **standard gross revenue**;
- ii in respect of increase in cost of working:
the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **gross revenue** 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 **gross revenue** avoided;

less any sum saved during the **indemnity period** in respect of such of the expenses and charges normally payable out of the **gross revenue** as may cease or be reduced in consequence of the **damage** provided that if the **sum insured** by this item be less than the **annual gross revenue** (or a proportionately increased multiple thereof where the maximum **indemnity period** exceeds 12 months) the amount payable shall be proportionately reduced.

3. Gross profit - declaration linked

The insurance under item 1 in **your schedule** is the **estimated gross profit** and is limited to the loss of **gross profit** due to:

- i reduction in **turnover**; and
- ii increase in cost of working.

The amount payable as indemnity shall be:

- i in respect of the reduction in turnover:
the sum produced by applying the **rate of gross profit** to the amount by which the **turnover** during the **indemnity period** shall, in consequence of the **damage**, fall short of the standard **turnover**
- ii in respect of increase in cost of working:
the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **turnover** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage**, but not exceeding the sum produced by applying the **rate of gross profit** to the amount of the reduction avoided;

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

Our liability shall not exceed in respect of **gross profit**, 133 $\frac{1}{3}$ % of the **estimated gross profit**.

What is not covered

What is covered

Insured
Event

4. Gross revenue - declaration linked

The insurance under item 1 in **your schedule** is the **estimated gross revenue** and is limited to the loss of **gross revenue** due to:

- i reduction in **turnover** and
- ii increase in cost of working

The amount payable as indemnity shall be:

- iii in respect of loss of **gross revenue**:
the amount by which the **gross revenue** during the **indemnity period** shall, in consequence of the **damage**, fall short of the **standard gross revenue**
- iv in respect of increase in cost of working:
the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **gross revenue** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage**, but not exceeding the loss of **gross revenue** avoided;

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

Our liability shall not exceed in respect of **gross revenue**, 133 ⅓% of the **estimated gross revenue**.

5. Rent receivable

The insurance under item 1 in **your schedule** is limited to:

- i loss of **rent receivable**; and
- ii increase in cost of working.

The amount payable as indemnity shall be:

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

less any sum saved during the **indemnity period** in respect of such of the expenses and charges normally payable out of **rent receivable** as may cease or be reduced in consequence of the **damage** provided that if the **sum insured** by this item be less than the **annual rent receivable** (or proportionately increased multiple thereof where the **indemnity period** exceeds 12 months) the amount payable shall be proportionately reduced.

What is not covered

What is covered

Insured
Event

6. Gross rentals

The insurance under item 1 in **your schedule** is limited to loss of **gross rentals** due to:

- i reduction in **gross rentals**; and
- ii increase in cost of working.

The amount payable as indemnity shall be:

- i in respect of reduction in **gross rentals**:
the amount by which the gross rentals during the **indemnity period** shall, in consequence of the **damage**, fall short of the **standard gross rentals**;
- ii in respect of increase in cost of working:
the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **gross rentals** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage** but not exceeding the loss of **gross rentals** thereby avoided;

less any sum saved during the **indemnity period** in respect of such standing charges and/or working costs as may cease or be reduced in consequence of the **damage** provided that if the **sum insured** by this item be less than the amount of the **annual gross rentals** the amount payable shall be proportionately reduced.

7. Increase in cost of working

The insurance under item 1 in **your schedule** is limited to the increase in cost of working necessarily and reasonably incurred by **you** in consequence of the **damage** in order to prevent or minimise the interruption of or interference with the **business** during the **indemnity period** (including the cost of removal to and from temporary premises and associated expenses, increase in rent, rates and taxes, salaries of additional staff and overtime payments).

Our liability under this item shall not exceed in the first 3 months of the **indemnity period** one half of the **sum insured** and for each of the succeeding months within the **indemnity period** one ninth of the balance remaining after deducting the amount payable in respect of the first 3 months.

8. Additional increase in cost of working

The insurance under item 2 in **your schedule** is limited to such further additional increase in cost of working beyond that recoverable under any other insured event covered in this section, as **you** shall necessarily and reasonably incur during the **indemnity period** in consequence of the **damage** for the purpose of avoiding or diminishing the reduction in **turnover**.

What is not covered

Extensions applying to section 4 - Business interruption

The following extensions together with the details appropriate to the extensions and any limits are only applicable where shown as operative in **your schedule**.

What is covered	What is not covered
<p>We will extend the cover under this section to pay for:</p> <p>Extension</p> <p>1. Prevention of access</p> <p>Losses arising where use of your premises is prevented or hindered by damage to neighbouring property, and such damage would form an accepted claim under section 1 – property damage as if the damage occurred at your premises.</p> <p>Limit: as shown in your schedule.</p>	
<p>2. Loss of telephone, electricity, gas or water</p> <p>Losses following the accidental failure of:</p> <ul style="list-style-type: none"> i the telephone system serving the premises; ii the electricity, gas or water supplies at the point of connection to the premises. <p>Limit: as shown in your schedule.</p>	<ul style="list-style-type: none"> i Any failure of less than 30 minutes. ii Failure due to the deliberate act of the telephone or supply authorities or as a result of strikes or other industrial action.
<p>3. Incidents at the premises</p> <p>Losses resulting from:</p> <ul style="list-style-type: none"> i closure of the premises by order of the local authority or any statutory authority because of vermin or defective drains or other sanitary arrangements at the premises; ii outbreak of human notifiable infectious or contagious diseases at, or within a radius of 10 miles of, the premises; iii murder, suicide or food poisoning at the premises. <p>Limit: as shown in your schedule.</p>	
<p>4. Specified suppliers</p> <p>Losses arising from damage at the premises of your suppliers named in your schedule.</p> <p>Limit: as shown in your schedule.</p>	
<p>5. Unspecified suppliers</p> <p>Losses arising from damage at the premises of your suppliers, manufacturers or processors of components goods or materials.</p> <p>Limit: as shown in your schedule.</p>	<p>Losses arising from damage at the premises of any electricity, gas or water supplier.</p>
<p>6. Property stored</p> <p>Losses arising from damage to insured property whilst stored anywhere in the territorial limits.</p> <p>Limit: as shown in your schedule.</p>	
<p>7. Transit</p> <p>Loss arising from damage to insured property whilst in transit by road, rail or inland waterway in the territorial limits.</p> <p>Limit: as shown in your schedule.</p>	

What is covered

Extension

8. Specified customers

Loss arising from **damage to insured property** at the premises of customers named in **your schedule**.

Limit: as shown in **your schedule**.

9. Unspecified customers

Loss arising from **damage to insured property** at the premises of any of **your** customers.

Limit: as shown in **your schedule**.

What is not covered

Clauses applying to section 4 – Business interruption

Clause

1. Professional accountant's charges

The **sum insured** by any insured event shall include professional accountant's charges reasonably incurred by **your** regular professional accountant in the production of information or evidence as required by **us** for the purpose of investigating or verifying any claim made under this section of the policy.

2. Average

If the **sum insured** by any insured event shown in **your schedule** is less than the amount of the loss as calculated in accordance with the insured event, then the amount of the claim will be proportionately reduced.

3. Reasonable adjustments

In respect of insured events 1-6 the amounts payable shall be adjusted to account for trends or other special circumstances affecting the **business** such as seasonal variations so that the figures represent, as nearly as possible, the results which but for the **damage** would have been obtained had the **damage** not occurred.



Definitions applying to this section of the policy

Business

Your business activities declared to **us** and accepted by **us** in writing as stated in **your schedule** including:

- i provision and management of canteen, social, sports and welfare organisations for the benefit of any **employees** and first aid, fire and ambulance services;
- ii ownership and maintenance of the **insured property**;
- iii private work undertaken by any **employee** for any director of the **insured** or **employee** with **your** prior consent;
- iv participation in exhibitions within the **territorial limits**.

Event

Any one occurrence or series of occurrences arising out of or attributable to one source or original cause.

Journey

The moment of embarkation on to a conveyance to go to an offshore installation to the moment of disembarkation from a conveyance onto land on return.

What is covered

We will indemnify **you** subject to the **limit of indemnity** against all sums which **you** become legally liable to pay as damages and all other costs and expenses as a result of:

Item

1. Employers' liability

Bodily injury to or death, illness or disease of **employees** happening during the **period of insurance** within the **territorial limits** in connection with **your business**.

2. Public liability

- i Accidental bodily injury to or death, illness or disease of persons other than **employees**;
 - ii Accidental loss of or **damage** to material property not belonging to **you**;
 - iii Accidental obstruction, trespass, nuisance interference with any right of way, air, light, water or other easement;
- happening during the **period of insurance** within the **territorial limits** in connection with **your business**.

What is not covered

Liability which is required to be insured under the compulsory motor insurance provisions of the Road Traffic Acts.

Liability arising from:

- i the sale or supply of goods;
- ii loss of or **damage** to property which belongs to **you** or is in **your** custody or control but this exclusion shall not apply to:
 - a the property of **employees**;
 - b **premises** which are rented, hired, leased, lent or used by **you** for **your business**, or at which **you** are undertaking work in connection with the **business** provided such liability does not arise solely under the terms of any contract or agreement;
- iii the ownership, possession or use (other than as provided for under extension 3) by **you** or on **your** behalf of:
 - a any vehicle or machine or plant which is capable of self-propulsion or attached to a self-propelled vehicle and which is used in circumstances to which the Road Traffic Acts apply;
 - b any vehicle or machine or plant which is insured for **your** benefit under any form of motor insurance policy;
 - c any watercraft but this exclusion shall not apply to manually propelled craft less than 5 metres in length whilst operated on inland waterways;
 - d any aircraft or other aerial device or hovercraft;
- iv counselling, advice, design or specification, unless otherwise agreed by **us** in writing.

What is covered

Item

3. Products liability

- i Accidental bodily injury to or death, illness or disease of persons other than **employees**;
- ii Accidental loss of or **damage** to material property not belonging to **you**;
occurring during the **period of insurance** within the **territorial limits** caused by any commodity, article or anything (including their labelling and containers), sold, supplied, installed, erected, repaired, altered or treated by **you** and no longer within **your** custody or control.

What is not covered

- i The making good, replacement or reinstatement of any product sold, supplied or worked upon by **you** giving rise to a claim for the cost of rectifying defective work.
- ii Liability in respect of **damage** to any commodity, article or anything (including its container) sold, supplied or worked upon by **you** caused by its defect or its unsuitability for its intended purpose.

Limits of indemnity

Unless stated otherwise in **your schedule** the amount of **our** liability for damages shall not exceed:

	Limit of indemnity	
1. Employers' liability	£10,000,000	inclusive of all damages costs and expenses any one event .
2. Public liability	£5,000,000	any one event .
3. Products liability	£5,000,000	in total in any one period of insurance .

In addition to damages **we** will pay in respect of 2. public liability and 3. products liability:

- i legal costs recoverable by any claimant from **you**;
- ii the cost of legal representation at:
 - a any coroner's inquest or fatal accident inquiry;
 - b proceedings in any court of summary jurisdiction; incurred with **our** written consent and arising out of any alleged breach of statutory duty which relates to an incident which may be the subject of indemnity under this section;
- iii other costs and expenses incurred with **our** written consent.

We will pay the additional costs in i, ii and iii above in addition to the maximum amount of damages payable for public liability and products liability. For employers' liability **we** will still pay for such additional costs provided the total payable for damages and such costs falls within the **limit of indemnity**.

If **we** are liable to indemnify more than one party the most **we** will pay for damages to all such parties including **you** shall not exceed the **limit of indemnity**.

What is covered	What is not covered
<p>We will extend the cover under this section to pay for:</p> <p>Extension</p> <p>1. Indemnity to other persons</p> <p>At your request we will indemnify the following in respect of liability incurred by them for which you would be indemnified if the claim was made against you and not:</p> <ul style="list-style-type: none"> i any person acting under your authority and on your behalf including any employees; ii any principal (being any person, company, firm or public authority) with whom you have entered into a contract for work or services, but only so far as the contract between you and the principal so requires. 	<p>We will not be liable for or pay for:</p> <ul style="list-style-type: none"> i Liability where indemnity is provided by any other insurance.
<p>2. Defective premises act</p> <p>The indemnity provided under 2. public liability extends to any legal liability incurred by virtue of section 3 of the Defective Premises Act 1972 or section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises which have been disposed of by you and which were occupied by you for the purpose of your business, provided that injury or damage occurs within a period of 7 years of the cancellation or expiry of this section.</p>	<ul style="list-style-type: none"> i The cost of remedying any defect or alleged defect in the premises disposed of. ii Liability in respect of which you are entitled to indemnity from any other source.
<p>3. Motor contingent liability</p> <p>The indemnity provided by 2. public liability extends to any legal liability incurred by you and no other, arising out of the use in connection with your business, of motor vehicles which are not your property or provided by you.</p>	<ul style="list-style-type: none"> i Liability arising from loss of or damage to the vehicle itself or to property conveyed within the vehicle. ii Liability arising from the use of the vehicle whilst being: <ul style="list-style-type: none"> a driven by you; b driven by a person who to your knowledge or the knowledge of your representative does not hold a driving licence unless that person has held one and is not disqualified from holding one. iii Any incident where you are entitled to indemnity under any other insurance. iv Liability arising from use outside of the territorial limits. v Liability arising from engagement in racing, pace making, reliability trials or speed testing.
<p>4. Cross liabilities</p> <p>Where more than one party is shown in your schedule as the insured then we will treat each party as the insured as if we had issued a separate policy to each and we agree to waive our rights of subrogation or action that we might have or acquire against any of the parties arising out of any incident for which a claim is admitted under this section of the policy.</p> <p>Nothing in this extension shall increase our liability to pay more than the limit of indemnity.</p>	<ul style="list-style-type: none"> i Liability for which indemnity is or would be granted under any other policy giving employers' liability insurance if this section of the policy were not in force. ii Liability for damage to premises, machinery and stock which are in shared occupation by two or more of the parties shown in your schedule as the insured.

What is covered

Extension

5. Overseas extension

The cover provided by this section is extended, subject to its terms and conditions, to anywhere in the world in respect of:

- i products supplied from;
- ii temporary visits authorised by **you** and undertaken by **you** or **your employees** outside the **territorial limits**, provided such persons are normally resident in; the **territorial limits** provided that the **limit of indemnity** for 1. employers' liability, 2. public liability and 3. products liability shall all be inclusive of all damages, costs and expenses.

What is not covered

- i Liability where indemnity is provided by any other insurance.
- ii Liability arising out of the ownership or occupation of land or buildings.
- iii Liability arising from:
 - a the ownership, possession or use by **you** or on **your** behalf of any **premises**;
 - b the nature or condition of any commodity, article or anything (including their labelling and containers) sold, supplied, installed, erected, repaired, altered or treated by **you** or on **your** behalf from any location; in the United States of America or Canada including **your** branches, subsidiaries, agencies, sales or distribution outlets or offices.
- iv fines, penalties or punitive, exemplary and aggravated damages.
- v Liability arising from products exported to the United States of America or Canada.

Exclusions applying to section 5 - Liabilities

Exclusion

1. Offshore visits

Applying to employers', public and products liability.

We shall not be liable for liability arising from any incident occurring on any offshore platform, rig, service or accommodation vessel or installation, or whilst in the course of a **journey** directly to or from such offshore location.

2. Liability by agreement

Applying to public and products liability.

We shall not be liable for liability arising from or in connection with any contract work executed by **you** or commodity, article or anything supplied by **you** where such liability has been accepted by agreement unless such liability would have attached in the absence of such agreement.

3. Pollution or contamination

Applying to public and products liability.

For the purpose of this exclusion "pollution or contamination" means:

- i all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- ii all loss or **damage** or injury directly or indirectly caused by such pollution or contamination.

We shall not indemnify **you** for liability arising from 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.

4. Asbestos

Applying to public and products liability.

We shall not indemnify **you** for:

- i liability arising, directly or indirectly, out of exposure to, inhalation of, or fears of the consequences of exposure to, or inhalation of, asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or derivatives of asbestos;
- ii the cost of cleaning up, or removal of, or **damage** to property arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or derivatives of asbestos.



Definitions applying to this section of the policy

Accidental bodily injury

Bodily injury or injuries caused directly by accidental means or by unavoidable exposure to the natural elements which within 104 weeks from the date of the accident or exposure results in the death or disablement of the **insured person**.

Insured person

You and the directors, **employees**, officers, committee members, governors and any other individuals declared to **us** by **you**.

Loss of limb

Permanent loss of use (by physical severance or otherwise) of one or both hands at or above the wrist or one or both feet at or above the ankle.

Loss of sight

Permanent, total and irrecoverable loss of sight or ability to perceive light in one or both eyes.

Loss of speech or hearing

Permanent total and irrecoverable loss of speech or loss of hearing in both ears.

Permanent total disablement

Total and absolute disablement which prevents the **insured person** from attending to all usual employment and, having lasted a continuous period of 104 weeks, is beyond hope of improvement.

Temporary total disablement

Disablement which totally prevents the **insured person** from attending to or engaging in a substantial and essential part of their normal duties or activities.

What is covered

If any **insured person** suffers **accidental bodily injury** during the **period of insurance** within the **territorial limits we** will pay **you** the benefits shown in the table of benefits overleaf.

We will also pay for:

- i medical and surgical expenses incurred by the **insured person** up to £100;
- ii damage to the **insured person's** clothing and personal effects, if not insured elsewhere under this policy, up to £100;

arising from **accidental bodily injury** for which benefit is paid under this section.

The benefits payable under this section will be paid to **you** in the event of an **insured person** sustaining **accidental bodily injury** arising from assault or violence being caused to them in the course of theft, or attempt thereat, of **money** insured by section 3 - money.

The most **we** will pay for all **accidental bodily injury** arising from or caused by any one incident or occurrence is £500,000, but **we** shall not pay in respect of any one **insured person** more than the amount of benefit shown in the table of benefits.

What is not covered

We will not pay benefits for bodily injury resulting from:

- i any criminal act by an **insured person**;
- ii intentional self injury, suicide or attempted suicide, insanity, mental instability or depression by or of the **insured person**;
- iii the **insured person** taking part in civil commotion or riot;
- iv the use of alcohol or drugs by the **insured person**;
- v any pre-existing medical conditions which ought reasonably to have been within the knowledge and belief of the **insured person** or **you** at inception of this insurance or at renewal and which has not been declared to **us** and accepted by **us** in writing;
- vi childbirth or pregnancy;
- vii wilful exposure to needless peril (except in an attempt to save human life);
- viii aqualung diving, water-skiing, parascending, flying (except as a fare-paying passenger), hang-gliding, parachuting, hunting on horseback, polo, show jumping, steeplechasing, racing (except on foot), riding motor cycles or motor scooters, martial arts, boxing, wrestling, winter sports (other than curling), hurling, association football, rugby union, rugby league, american football, mountaineering, cliff or rock climbing, abseiling, bungee-jumping, canyoning, potholing, boating or yachting outside United Kingdom territorial waters, boating in vessels capable of speeds in excess of 15 knots, professional or semi-professional sport, service in the armed forces;
- ix work involving the use of ladders or scaffolding more than 6 metres from ground or floor level;
- x work on the exterior of a building more than 6 metres from ground level;
- xi use of woodworking machinery;
- xii tree felling, lopping, pollarding or topping;
- xiii HIV (human immunodeficiency virus) and/or any HIV related illness including AIDS (acquired immune deficiency syndrome) and/or any mutant derivatives thereof however caused.

Personal accident table of benefits

Benefits are only payable for an **insured person** aged 16-80 years inclusive

Accidental bodily injury resulting in:	Amount of benefit payable:
Death	£10,000
Permanent total disablement	£10,000
Loss of limb	£10,000
Loss of sight	£10,000
Loss of speech	£10,000
Temporary total disablement for a period not exceeding 104 weeks in all at a rate per week of:	£100



What is covered

If during the **period of insurance**, the **insured property** suffers **damage** whilst in **transit** within the **territorial limits we** will:

- i replace the property; or
- ii pay the cost of replacement as new; or
- iii pay the cost of repair of items which can be economically repaired.

We will not deduct any amount for wear and tear.

The most **we** will pay, subject to any limits shown in the policy or in **your schedule**, is the **sum insured** for each specifically described item as shown in **your schedule**.

What is not covered

- i The amount of any **excess** shown in **your schedule**.
- ii Money, credit or debit cards or other negotiable instruments.
- iii Jewellery or any article composed of precious metals or incorporating precious stones.
- iv Living creatures.
- v Tobacco, cigars, cigarettes, wines or spirits.
- vi Any property entrusted to **you** under a contract for transport or storage.
- vii Delay, loss of market, strikes or other consequential loss.
- viii **Damage** caused by wear and tear, depreciation, atmospheric or climatic conditions, pollution or contamination, rust, dust, rot, fungus, insects, vermin or any gradual cause.
- ix Confiscation or detention by order of any government, public or police authority.
- x Loss of or **damage** to the **insured property** whilst:
 - a at your **premises** when the **premises** are **unoccupied** by you;
 - b at a carrier's premises under a contract for storage.
- xi **Damage** which is accepted by any carrier acting on your behalf as their responsibility.

Extensions applying to section 7 - Goods in transit

What is covered

We will extend the cover under this section to pay for:

Extension

1. Accessories

The **sum insured** shown in **your schedule** will extend to include **damage** to tarpaulins, sheets, ropes, packing materials, securing chains and toggles owned by **you** or for which **you** are responsible.

Limit: £1,000 any one claim.

2. Additional costs

Additional costs reasonably incurred in:

- i the transfer of **insured property** to another vehicle or delivery to the original destination to the point of despatch, if the original conveying vehicle is disabled as a result of fire, theft or by collision or overturning;
- ii re-loading the **insured property** on to the original conveying vehicle if any part of the load is shed from the vehicle;
- iii clearance of the debris of the **insured property** in the event of **damage**.

Limit: £1,000 any one claim.

3. Personal effects

Wearing apparel and personal effects belonging to **you** or **your employees** whilst in any vehicle owned or operated by **you**.

Limit: £1,000 per person.

What is not covered

Damage to accessories where there has been no **damage** to the **insured property**.

- i **Damage** by theft to **insured property** left in an unattended vehicle unless the **insured property** is hidden from view and all windows and sunroofs are securely closed and the boot and all doors locked.
- ii Money, credit or debit cards or other negotiable instruments.
- iii Property insured under any other policy.

Special Conditions applying to section 7 - Goods in transit

The following conditions are only applicable where shown as operative in **your schedule**.

It is a condition precedent to liability that:

Special
Condition

1. Overnight security

When any vehicle and/or trailer owned or operated by **you** is left unattended between 9pm and 6am it shall either be garaged in a securely locked building or parked in a fully enclosed yard or compound which is securely locked or under constant surveillance.

2. Vehicle protection

When any vehicle and/or trailer owned or operated by **you** is left unattended all doors, windows, roofs and sunroofs must be closed, securely locked and/or fastened and all keys removed.

Clauses applying to section 7 - Goods in transit

The following clauses are only applicable if shown as operative in **your schedule**.

Clause

1. Temporary replacement

If any vehicle described in **your schedule** is out of use and temporarily replaced, **we** will treat the replacement vehicle as though it were the described vehicle.

2. Unattended vehicles

We will not indemnify **you** for **damage** to the **insured property** by theft from a vehicle and/or trailer owned or operated by **you** whilst the vehicle is unattended.

3. Limited damage cover

We will not indemnify **you** for **damage** to the **insured property** (other than **damage** caused by fire or theft) unless resulting from collision or overturning of the conveying vehicle.

4. Full overnight exclusion

We will not indemnify **you** for **damage** to the **insured property** whilst being conveyed by any vehicle and/or trailer owned or operated by **you** at any time after the completion of any working day of the journey or whilst the vehicle and/or trailer is unattended between the hours of 9pm and 6am.



What is covered

Damage to food whilst contained in a refrigerated cold room or refrigerator or freezer unit described in **your schedule**, due to a rise or fall in temperature resulting from any accidental cause, during any one **period of insurance**.

The most **we** will pay is the **sum insured** shown in **your schedule** for each specifically described item.

What is not covered

- i The amount of any **excess** shown in **your schedule**.
- ii Food not belonging to **you** or for which **you** are not responsible.
- iii **Damage** resulting from the deliberate act of any power supply authority or the withholding or restricting of power by such authority.
- iv **Damage** caused by wilful neglect by **you** or **your employees**.
- v **Damage** resulting from an insured event under section 1 - property damage.
- vi Delay, loss of market, strikes or loss of income of any kind.

Special condition applying to section 8 - Frozen food

The following condition is only applicable where shown as operative in **your schedule**.

It is a condition precedent to liability that:

Special
Condition

1. Units over 10 years' old

In respect of any refrigerator or freezer unit over 10 years old, **you** will have in force a manufacturer's guarantee or warranty or an annual maintenance and service agreement with a competent refrigeration engineer.



Definitions applying to this section of the policy

Aggregate limit of guarantee

The total liability for all claims in respect of all **employees** or category of **employees** as shown in **your schedule** in any one **period of insurance**.

Any one claim

All acts of fraud or dishonesty committed by any one **employee** or **employees** acting in collusion during the **period of insurance**.

Employee/employees

- i Persons under a contract of service or apprenticeship with **you**.
- ii Persons under a contract of service or apprenticeship with some other employer and who are hired to or borrowed by **you**.
- iii Labour masters and persons supplied by them.
- iv Persons engaged by labour only sub-contractors.
- v Self-employed persons performing work of a kind ordinarily performed under a contract of service or apprenticeship with **you**, while working for **you** in connection with **your business**.

For the purpose of this section of the policy the definition of employee shall include employees after their termination of employment for a period of 30 days.

Specific limit of guarantee

The total liability for **any one claim** in respect of **your employees** or category of **employees** as shown in **your schedule**.

What is covered

We will pay **you** for:

- i any loss of money or tangible property belonging to **you** or for which **you** are legally responsible as a result of any dishonest, fraudulent, criminal or malicious act committed by **your employee**, trustee or officer within the **territorial limits** and first discovered by **you** during the **period of insurance** and after the retroactive date shown in **your schedule** and/or within two years of the termination of this policy;
- ii the cost of auditors' fees reasonably incurred by **you** with **our** consent solely in the calculation of the amount of loss.

Our limit of liability shall not exceed in total the **specific limit of guarantee** and/or the **aggregate limit of guarantee** as shown in **your schedule**.

What is not covered

- i The amount of any **excess** shown in **your schedule**.
- ii Unexplained or inexplicable disappearance or shortages.
- iii Loss from a pension, retirement or superannuation scheme or programme.
- iv Any dishonest, fraudulent, criminal or malicious act or omission committed by any person after the discovery of reasonable cause for suspicion of such act or omission in relation to that person.
- v Liability where indemnity is provided by any other insurance policy or elsewhere in this policy.
- vi Loss of interest, profits or any other consequential loss.



Definitions applying to this section of the policy

Breakdown

The actual failure, breaking, distortion or burning out of any part of the **plant** or **computer equipment** or any part of a water heating boiler and its connecting piping, radiators and calorifiers whilst in ordinary use arising from defects in such **plant, computer equipment** and boilers causing sudden stoppage of their functions and necessitating repair or replacement before they can resume work.

Computer equipment

Any device belonging to **you** or for which **you** have accepted legal responsibility, which performs electronic automatic processing of data including storage, processing and communication and related devices or ancillary equipment whilst at the **premises** or for portable devices, anywhere in the **territorial limits**.

Denial of service attack

Any actions or instructions constructed or generated with the ability to **damage**, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of service attacks

include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Hacking

Unauthorised access to any **computer equipment** whether **your** property or not.

Plant

All electrical or metal mechanical parts integral to any motor or central heating pump or motor described in **your schedule**, belonging to **you** or for which **you** have accepted legal responsibility.

Virus or similar mechanism

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

What is covered

The most **we** will pay, subject to any limits shown in the policy or in **your schedule**, is the **sum insured** shown in **your schedule** for each specifically described item.

What is not covered

- i **Damage** insured under section 1 – property damage or section 2 – extended cover for special items.
- ii **Damage** insured under any other policy.

Cover includes

What is covered

Insured Event

1. Sudden and unforeseen damage to boilers

The cost of making good sudden and unforeseen **damage** to **your** water heating boilers or their connecting piping, radiators and calorifiers.

2. Electrical and mechanical plant

The cost of:

- i **damage** to **plant** caused by **breakdown**;
- ii making good sudden and unforeseen **damage** to **plant**;
- iii **damage** to **your** property directly resulting from **damage** described in i and ii above; occurring during the **period of insurance** in connection with the boilers and electrical and mechanical **plant** itemised in **your schedule**.

What is not covered

- i The amount of any **excess** shown in **your schedule**.
- ii **Damage** due to:
 - a wear and tear, gradual deterioration or rust;
 - b gradually developing defects, cracks, flaws or fractures;
 - c scratching or chipping of painted or polished surfaces.
- iii **Damage** caused by an intentional act or wilful neglect by **you**.
- iv **Damage** caused by and occurring during:
 - a inspections, maintenance, repair, pressure tests or testing of any other kind;
 - b experiments involving the imposition of abnormal conditions;
 - c the direct application of a tool.
- v Flexible pipes, drives or trailing cables.
- vi Bulbs, valves, electric elements, photoelectric cells, transistors and similar apparatus.
- vii Safety or protective devices due to their functioning;
- viii Batteries.
- ix The cost of remedying any gradually developing flaw or wear and tear.
- x The loss of use or any other consequential loss.

What is covered

Insured
Event

3. Computer equipment

The cost of:

- i **damage to computer equipment** caused by **breakdown** arising from:
 - a a mechanical or electrical defect;
 - b the accidental failure or fluctuation of a public utility supply;
- ii **damage** to electronic data materials including the costs necessarily and reasonably incurred by **you** in recompiling data from other records or re-recording data on to new media following **damage**, distortion, corruption or sudden and unforeseen erasure of information arising from i above and not by any excluded cause.

In respect of **computer equipment**, **we** will pay the cost of economical repair to the standard of the item when new. If the item cannot be economically repaired, **we** will pay the cost of a modern replacement to the nearest specification and with no deduction for wear and tear.

What is not covered

- i An **excess** of £250 or such other amount applying to this insured event, as shown in **your schedule**.
- ii **Damage to computer equipment** caused by faulty or defective design materials or workmanship latent defect.
- iii **Breakdown of computer equipment** over 10 years old.
- iv **Breakdown** resulting from any gradually operating cause or the reinstatement of electronic data arising from such **breakdown**.
- v **Damage** recoverable under any guarantee or maintenance, rental, hire or lease agreement or which would have been recoverable other than for a breach of conditions by **you** under such guarantee or agreement.
- vi **Damage** directly or indirectly resulting from:
 - a the use of any software which has not been subject to completed quality assurance testing;
 - b the failure of any public utility supply where such failure is a deliberate act of the utility company other than for the sole purpose of safeguarding life or the property of the utility company or as a result of any industrial action by its **employees**;
 - c the use of any telecommunication equipment which is not acceptable to or approved by the telecommunications provider or is incorrectly installed;
 - d the use of any **computer equipment** hired or loaned out by **you**;
 - e deliberate or malicious acts by **you** or any **employee**.
- vii The loss of use or any other consequential loss.

What is covered	What is not covered
<p>We will extend the cover under this section and we will pay for:</p> <p>Extension</p> <p>1. Additional costs and expenses</p> <p>Additional costs and expenses reasonably incurred by you, with our written consent, following damage under insured event 3 - computer equipment, for:</p> <ul style="list-style-type: none"> i additional rental or hire charges arising in consequence of breakdown to computer equipment required by the cancellation of a lease or hire contract in force during the period of insurance; ii taking measures to avoid or reduce the interruption of or interference with your activities following a loss of a public utility supply; iii the investigation of possible repair or reinstatement following breakdown; iv the modification or alteration of computer equipment, or for the replacement or alteration of computer systems or electronic data to achieve compatibility where the available replacement is incompatible with existing and undamaged computer equipment; v the removal of computer equipment following breakdown. <p>Limit: £2,500 any one period of insurance.</p>	<p>Exclusions i – ii described at the beginning of this section or any event described under the heading “what is not covered” in insured events 1-3.</p>
<p>2. Virus hacking or denial of service</p> <p>Additional expenses reasonably incurred by you with our written consent to repair, replace or reinstate your computer equipment and/or electronic data caused by or arising from a virus or similar mechanism or hacking or denial of service attack.</p> <p>Limit: £1,000 any one period of insurance.</p>	<ul style="list-style-type: none"> i An excess of £250 or such other amount applying to this insured event, as shown in your schedule. ii Damage to computer equipment caused by faulty or defective design materials or workmanship latent defect. iii Breakdown of computer equipment over 10 years old. iv Damage recoverable under any guarantee or maintenance, rental, hire or lease agreement or which would have been recoverable other than for a breach of conditions by you under such guarantee or agreement. v Damage directly or indirectly resulting from: <ul style="list-style-type: none"> a the use of any software which has not been subject to completed quality assurance testing; b the use of any telecommunication equipment which is not acceptable to or approved by the telecommunications provider or is incorrectly installed; c the use of any computer equipment hired or loaned out by you; d deliberate or malicious acts by you or any employee. vi The loss of use or any other consequential loss.

Special conditions applying to section 10 - Boilers, plant and computer equipment

The following special conditions apply to insured event 3 - Computer equipment and extensions 1 and 2 if shown as operative in **your schedule**.

It is a condition precedent to liability that:

Special
Condition

1. Electronic data back up

You will maintain a back-up of electronic data stored away from the **premises** at intervals of no more than 2 days.

2. Electronic data storage

You will store all electronic data in accordance with the recommendations of the manufacturer.

3. Virus protection

You must keep in place, maintain and upgrade codes, instructions, operating systems, programmes and software which protects against any **virus or similar mechanism** or unauthorised access to **your computer equipment**.



Any notice to policyholders, terrorism limitation clause, terrorism exclusion or other provision made elsewhere in this policy, **schedule** or notice to policyholders in respect of terrorism is cancelled and replaced.

For guidance on the terrorism section please contact the broker or intermediary that arranged cover, alternatively contact the church department on 01274 700 700.

Definitions applying to this section

The following words or phrases have a specific meaning. the definitions will apply wherever they appear in **bold type** in this section wording.

Act of terrorism

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

Consequential loss

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

Damage

Loss or destruction of or damage to **property insured**.

Denial of service attack

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

Event

All individual losses arising in respect of a continuous period of 72 hours of which the proximate cause is the same **act of terrorism**. The date and time that any such period of 72 hours shall commence shall be set by **us**.

Hacking

Unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or receives data whether **your** property or not.

Nuclear installation

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 for or adapted for:

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

Nuclear reactor

Any plant (including 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 course of neutrons.

Phishing

Any access or attempted access to data or information made by means of misrepresentation or deception.

Property insured

Property as detailed in **your schedule** but excluding:

- i property insured under:
 - a a marine aviation or transit policy;
 - b motor insurance policy (other than a motor trade policy);
 - c road risks section of a motor trade policy;
 - d reinsurance policy or agreement whether such policy or agreement includes cover for an **act of terrorism** or not;
 - e bankers blanket bond.
- ii any land or building which is insured in the name of an individual and is occupied by that individual for residential purposes unless:
 - a insured under the same policy as the remainder of the building which is not a private residence and where the commercially occupied proportion of the property exceeds 20%;
 - b the building is a block of flats.
- iii Any **nuclear installation** or **nuclear reactor**.

Territorial limits

England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987
Note 1: This shall include the Channel Tunnel up to the frontier with the Republic of France as set out by the Treaty of Canterbury.

Note 2: For the avoidance of doubt, this excludes Northern Ireland, The Isle of Man and The Channel Islands.

Note 3: In respect of this section of the policy the definition of **territorial limits** referred to elsewhere in the policy shall not apply.

Virus or similar mechanism

Program code programming instruction or any set of instructions intentionally constructed with the ability to **damage** interfere with or otherwise adversely affect computer programs data files or other operations whether involving self-replication or not. The definition of virus or similar mechanism includes but is not limited to Trojan Horses, Worms or Logic Bombs.

Cover includes

What is covered

In consideration of the payment of the premium for terrorism cover.

We will pay **you** for:

- i **damage**; or
- ii **consequential loss**;
occasioned by or happening through or in consequence of an **act of terrorism** within the **territorial limits** in respect of property and loss of income insured by sections 1, 2 and 4 of the policy;

provided always that the insurance by this section:

- a is not subject to the exclusions which apply to the whole policy;
- b is subject otherwise to all the terms, clauses, definitions, extensions, conditions and special conditions of the policy except where expressly varied within this section;
- c is subject to a maximum **period of insurance** of 12 months from the effective date or any subsequent renewal date of this policy;

Any subsequent period of cover of 12 months, or part thereof provided by this **endorsement** is deemed to constitute a separate **period of insurance** provided that:

- i no subsequent **period of insurance** by this **endorsement** shall extend beyond the next renewal date of the policy;
 - ii the renewal premium due in respect of this **endorsement** has been received by **us**.
- d is not subject to any long term undertaking.

What is not covered

We will not pay for:

- i digital and cyber risks
any loss whatsoever directly or indirectly caused by or contributed to, by or arising from or occasioned by or resulting from:
 - a the alteration, modification, distortion, corruption of or **damage** to any computer or other equipment or component or system or item which processes, stores, transmits, or receives data or any part thereof whether tangible or intangible including but without limitation any information or programs or software; or
 - b any alteration, modification, distortion, corruption of data processed by any such computer or other equipment or component or system or item;

whether the property of the **insured** or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**; or **consequential loss** directly or indirectly caused by or arising from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**.

- ii riot, civil commotion and war
any losses whatsoever occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

iii **territorial limits**

any losses whatsoever arising directly or indirectly from any cover or extension of **premises** provided by the policy to locations outside the **territorial limits** as defined in this section of the policy.

Basis of settlement

As described in and subject to the terms, definitions, provisions, exclusions and conditions of the policy in respect of

- i **damage**; or
- ii **consequential loss**.

Condition applying to this section

In any action or suit or other proceedings where **we** allege that any **damage** or loss resulting from **damage** is not covered by the policy the burden of proving that such **damage** or loss is covered shall be upon **you**.



This section is underwritten by DAS Legal Expenses Insurance Company Ltd.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
DAS Legal Expenses Insurance Company Limited. Head and Registered Office: DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Registered in England and Wales company number 103274. Website: www.das.co.uk.

DAS Law Limited Head and Registered Office: DAS Law Limited, North Quay, Temple Back, Bristol BS1 6FL
Registered in England and Wales, company number 5417859. Website: www.daslaw.co.uk
DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

Financial Services Compensation Scheme

DAS are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if **DAS** cannot meet its obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, www.fscs.org.uk

Definitions applying to this section of the policy

Appointed representative

The **preferred law firm**, law firm, **tax consultancy**, accountant or other suitably qualified person, **DAS** will appoint to act on the **insured person's** behalf.

Business

As shown as the insured in **your schedule**.

Business premises

As shown in **your schedule**.

Costs and expenses

- i All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **DAS** in accordance with the **DAS standard terms of appointment**.
- ii The costs incurred by opponents in civil cases if the **insured person** has been ordered to pay them, or the **insured person** pays them with **DAS's** agreement.

Countries covered

- i For insured incidents 2. Legal defence (excluding 2v - Statutory notice appeals and Disciplinary hearings) and Personal injury The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
- ii For all other insured incidents The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, and the Channel Islands.

DAS

DAS Legal Expenses Insurance Company Limited.

DAS standard terms of appointment

The terms and conditions (including the amount **DAS** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an **appointed representative** the amount is currently £100 per hour. This amount may vary from time to time.

Definitions applying to this section of the policy (continued)

Date of occurrence

- i For civil cases (other than under insured incident Tax protection), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **you** or an **insured person** first became aware of it.)
- ii For criminal cases, the date the **insured person** began, or is alleged to have begun, to break the law.
- iii For insured incident Statutory licence appeal, the date when **you** first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel your licence, mandatory registration or British Standard Certificate of Registration.
- iv For insured incident tax protection, the date when HM Revenue & Customs, or the relevant authority, first notifies **you** of its intention to carry out an enquiry. For **VAT** or **employer compliance disputes**, the date the dispute arises during the **period of insurance** following the issue of an assessment, written decision or notice of a civil penalty.
- v For insured incident Legal defence 2v Statutory notice appeals the date when the **insured person** is issued with the relevant notice and has the right to appeal.

Employer compliance dispute

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

Insured person

You and **your** ministers, layworkers, youth workers, voluntary workers and employees.

Period of insurance

The period for which **DAS** have agreed to cover the **insured person**.

Preferred law firm or tax consultancy

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

Reasonable prospects

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

Tax enquiry

A written notice of enquiry, issued by HM Revenue & Customs, to carry out an income tax or corporation tax compliance check which either:

- i includes a request to examine any aspect of **your** books and records; or
- ii advises of a check of **your** whole tax return.
- iii For civil and criminal appeals the prospects of a successful outcome must be at least 51%.

VAT dispute

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

You, your

The **business** that has taken out this policy (shown as the insured in **your schedule**).

DAS agreement

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

- i **reasonable prospects** exist for the duration of the claim;
- ii the **date of occurrence** of the insured incident is during the **period of insurance**; or
- iii during the currency of a previous equivalent legal expenses insurance policy, provided that:
 - a the previous legal expenses insurance policy required **you** to report claims during its currency;
 - b **you** could not have notified a claim previously as **you** could not have reasonably been aware of the insured incident;
 - c cover has been continuously maintained in force;
 - d **DAS** will not cover any claim that should have been covered under a previously operative legal expenses insurance policy;
 - e the available limit of indemnity shall be limited to the lesser of the sums payable under this or **your** previous policy;
- iv any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, within the **countries covered**; and
- v the insured incident happens within the **countries covered**.

What **DAS** will pay

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

- i the most **DAS** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £250,000;
- ii the most **DAS** will pay in **costs and expenses** is no more than the amount **DAS** would have paid to a **preferred law firm** or **tax consultancy**. The amount **DAS** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time;
- iii in respect of an appeal or the defence of an appeal, **you** must tell **DAS** within the time limits allowed that **you** want to appeal. Before **DAS** pay the **costs and expenses** for appeals, **DAS** must agree that reasonable prospects exist;
- iv for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this section, **DAS** must agree that **reasonable prospects** exist;
- v where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **DAS** will pay in **costs and expenses** is the value of the likely award; and
- vi in respect of Legal defence vi Jury service and court attendance the maximum **DAS** will pay is the **insured person's** net salary or wages for the time that the **insured person** is absent from work less any amount **you**, the court or tribunal pays.

What **DAS** will not pay

- i In the event of a claim, if **you** decide not to use the services of a **preferred law firm** or **tax consultancy**, **you** will be responsible for any costs that fall outside the **DAS standard terms of appointment** and these will not be paid by **DAS**.
- ii The total of the employment compensation awards payable by **DAS** shall not exceed £1,000,000 in any one **period of insurance**.

What is covered

Insured
Incident

1. Employment disputes and compensation awards

i Employment disputes

Costs and expenses to defend **your** legal rights:

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

ii Compensation awards

DAS will pay:

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

in respect of a claim **DAS** have accepted under insured incident 1. Employment disputes and compensation award; provided that:

- i in cases relating to performance and/or conduct, **you** have throughout the employment dispute either:
 - a followed the ACAS Code of Disciplinary and Grievance Procedures;
 - b followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland;
 - c sought and followed advice from **DAS** legal advice service (see helplines on page 7).
- ii for an order of compensation following **your** breach of statutory duty under employment legislation **you** have at all times sought and followed advice from **DAS** legal advice service since the date when **you** should have known about the employment dispute;
- iii for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **you** have sought and followed advice from **DAS** claims department before starting any redundancy process or procedure with **your** employees;
- iv the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **DAS**.

Please note that the total of compensation awards payable by **DAS** is £1,000,000 in any one **period of insurance**. Please see 'what **DAS** will not pay' on page 55.

What is not covered

A claim relating to the following:

- i unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this policy:
 - a any dispute where the originating cause of action arises within the first 90 days of the commencement of this policy;
 - b any dispute with an employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of this policy if the **date of occurrence** was within the first 180 days of the commencement of this policy;
 - c any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the commencement of this policy.
- ii damages for personal injury or loss of or damage to property.
- iii transfer of Undertakings Regulations (TUPE) or the Transfer of Employment (Pension Protection) Regulations.
- iv pursuing **your** legal rights.
- i Any compensation award relating to the following:
 - a trade union activities, trade union membership or non-membership;
 - b pregnancy or maternity rights, paternity, parental or adoption rights;
 - c health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
 - d statutory rights in relation to trustees of occupational pension schemes.
- ii Non-payment of money due under a contract of employment or a statutory provision.
- iii Any award ordered because **you** have failed to provide relevant records to employees under National Minimum Wage legislation.
- iv A compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.
- v A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

What is covered

Insured
Incident

iii Employee civil legal defence

Costs and expenses to defend the **insured person's** (other than **your**) legal rights if an event arising from their work as an employee leads to civil action being taken against them:

- i under legislation for unlawful discrimination; or
- ii as trustee of a pension fund set up for the benefit of **your** employees.

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

iv Service occupancy

Costs and expenses to pursue a dispute with an employee or ex-employee to recover possession of premises owned by, or for which **you** are responsible.

2. Legal defence

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

- i Criminal pre-proceedings cover prior to the issue of legal proceedings, when dealing with the Police, Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that the **insured person** has or may have committed a criminal offence.
- ii Criminal prosecution defence following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction.

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

Please note **DAS** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the **business** shown in **your schedule**.

Please see **DAS** agreement on page 55.

iii Data protection

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

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

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

Please note **DAS** will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body. Please see 'exclusions applying to section 7 - Legal protection' on page 60.

What is not covered

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

A claim relating to the following:

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

- i The loss, alteration, corruption or distortion of, or damage to stored personal data; or
- ii A reduction in the functionality, availability, or operation of stored personal data;

resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus or similar mechanism.

What is covered

iv Wrongful arrest

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

v Statutory notice appeals

In appeal against the imposition of terms of any Statutory Notice issued under legislation affecting **your business**.

vi Jury service and court attendance

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

- a to perform jury service;
- b to attend any court or tribunal at the request of the **appointed representative**.

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

Provided that for each of the above sections of Legal defence cover you request **DAS** to provide cover for the **insured person**.

3. Statutory licence appeal

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

4. Property protection

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

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

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

5. Personal injury

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

What is not covered

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

A claim relating to the follow:

- i assistance with the application process either in relation to an original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration;
- ii the ownership, driving or use of a motor vehicle.

A claim relating to the follow:

- i contract **you** have entered into;
- ii goods in transit or goods lent or hired out;
- iii goods at premises other than those occupied by **you** unless the goods are at the premises for the purpose of installations or use in work to be carried out by **you**;
- iv mining subsidence;
- v defending **your** legal rights but **DAS** will cover defending a counter-claim;
- vi a motor vehicle owned or used by, or hired or leased to an **insured person** (other than damage to motor vehicles where **you** are engaged in the business of selling motor vehicles);
- vii the enforcement of a covenant by or against **you**.

Any claim relating to the following:

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

What is covered

6. Tax protection

Costs and expenses for an **appointed representative** following:

- i A **tax enquiry**.
- ii An **employer compliance dispute**.
- iii A **VAT dispute**.

Provided that **you** have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed.

Please note **DAS** will only cover tax claims which arise in direct connection with the activities of the **business** shown in **your schedule**. Please see **DAS** agreement on page 59.

What is not covered

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

Exclusions applying to section 12 - Legal protection

Exclusion

1. Late reported claims

Any claim reported to **DAS** more than 180 days after the date the **insured person** should have known about the insured incident.

2. Costs **DAS** have not agreed

Costs and expenses incurred before **DAS** written acceptance of a claim.

3. Court awards and fines

Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority, other than compensation awards covered under insured incidents employment disputes and compensation awards and legal defence.

4. Legal action **DAS** have not agreed

Legal action an **insured person** takes which **DAS** or the **appointed representative** have not agreed to, or where the **insured person** does anything that hinders **DAS** or the **appointed representative**.

5. Intellectual property rights

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

6. Deliberate acts

Any insured incident deliberately or intentionally caused by an **insured person**.

7. Franchise or agency agreements

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

8. A dispute with **DAS**

A dispute with **DAS** not otherwise dealt with under policy condition 8 - arbitration.

9. Shareholding or partnership disputes

Any claim relating to a shareholding or partnership share in the **business** shown in **your schedule**.

10. Judicial review

Costs and expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

11. Nuclear, war and terrorism risks

Any claim caused by, contributed to by or arising from:

- i ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- ii the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- iii war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined by the Terrorism Act 2000;
- iv pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

12. Bankruptcy

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

- i are declared bankrupt;
- ii have filed a bankruptcy petition;
- iii have filed a winding-up petition;
- iv have made an arrangement with **your** creditors;
- v have entered into a deed of arrangement;
- vi are in liquidation;
- vii part or all of **your** affairs or property are in the care or control of a receiver or administrator.

13. Defamation

Any claim relating to written or verbal remarks that damage the **insured person's** reputation.

14. Litigant in person

Any claim where an **insured person** is not represented by a law firm, barrister or tax expert.

Condition

1. Your representation

- i On receiving a claim, if representation is necessary, **DAS** will appoint a **preferred law firm** or **tax consultancy** as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
- ii If the appointed **preferred law firm** or **tax consultancy** cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm or tax expert to act as the **appointed representative**. **DAS** will choose the **appointed representative** to represent **you** in any proceedings where **DAS** are liable to pay a compensation award.
- iii If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm** or **tax consultancy**, **DAS** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm** or **tax consultancy**. However if they refuse to act on this basis, the most **DAS** will pay is the amount **DAS** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **DAS** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
- iv The **appointed representative** must co-operate with **DAS** at all times and must keep **DAS** up to date with the progress of the claim.

2. Your responsibilities

An **insured person** must:

- i co-operate fully with **DAS** and the **appointed representative**;
- ii give the **appointed representative** any instructions that **DAS** ask **you** to.

3. Offers to settle a claim

- i An **insured person** must tell **DAS** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **our** written consent.
- ii If an **insured person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **costs and expenses**.
- iii **DAS** may decide to pay an **insured person** the reasonable value of the claim that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an **insured person** must allow **DAS** to take over and pursue or settle a claim in their name. An **insured person** must allow **DAS** to pursue at **DAS's** own expense and for their benefit, any claim for compensation against any other person and an **insured person** must give **DAS** all the information and help **DAS** need to do so.

4. Assessing and recovering costs

- i An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **DAS** ask for this.
- ii An **insured person** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **DAS** have to pay and must pay **DAS** any amounts that are recovered.

5. Cancelling an appointed representative's appointment

If the **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses the **appointed representative** without good reason, the cover **DAS** provide will end at once, unless **DAS** agree to appoint another **appointed representative**.

6. Withdrawing cover

If an **insured person** settles a claim or withdraws their claim without **DAS** agreement, or does not give suitable instructions to the **appointed representative**, **DAS** can withdraw cover and will be entitled to reclaim any **costs and expenses** **DAS** have paid.

7. Expert opinion

DAS may require **you** to get, at **your** own expense, an opinion from an expert that **DAS** consider appropriate on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **DAS** and the cost agreed in writing between **you** and **DAS**. Subject to this **DAS** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **DAS** have agreed to) or make a successful defence.

8. Arbitration

If there is a disagreement between **you** and **DAS** about the handling of a claim and it is not resolved through **DAS's** internal complaints procedure, **you** can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. Details available from www.financial-ombudsman.org.uk.

If your dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by **you** and **DAS**. If there is a disagreement over the choice of arbitrator, **DAS** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between **you** and **DAS** or may be paid by either **you** or **DAS**.

9. Keeping to the policy terms

An **insured person** must:

- i keep to the terms and conditions of this policy;
- ii take reasonable steps to avoid and prevent claims;
- iii take reasonable steps to avoid incurring unnecessary costs;
- iv send everything **DAS** ask for in writing; and
- v report to **DAS** full and factual details of any claim as soon as possible and give **DAS** any information **DAS** need.

10. Cancelling the policy

You can cancel this section at any time as long as **you** tell **your** broker, intermediary or the church department at least 14 days beforehand.

DAS can cancel this section at any time as long as **DAS** tell **you** at least 14 days beforehand.

11. Fraudulent claims

DAS will, at **DAS's** discretion, void this section (make it invalid) from the date of claim, and/or alleged claim, or **DAS** will not pay the claim if:

- i a claim the **insured person** has made to obtain benefit under this section is fraudulent or intentionally exaggerated; or
- ii a false declaration or statement is made in support of a claim.

12. Claims under this policy by a third party

Apart from **DAS, you** are the only person who may enforce all or any 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.

13. Other insurances

If any claim covered under this policy is also covered by another policy, or would have been covered if this policy did not exist, **DAS** will only pay **DAS's** share of the claim even if the other insurer refuses the claim.

14. Law that applies

This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **your business** is registered. Otherwise the law of England and Wales applies.

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

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

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

Who DAS are

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

How DAS will use your information

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

DAS will take all steps reasonably necessary to ensure that the **insured person's** data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

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

What is DAS's legal basis for processing your information?

It is necessary for **DAS** to use the **insured person's** personal information to perform **DAS's** obligations in accordance with any contract that **DAS** may have with the **insured person**. It is also in **DAS's** legitimate interest to use the **insured person's** personal information for the provision of services in relation to any contract that **DAS** may have with **you**.

How long will your information be held for?

DAS will retain the **insured person's** personal data for 7 years. **DAS** will only retain and use their personal data thereafter as necessary to comply with **DAS's** legal obligations, resolve disputes, and enforce **DAS's** agreements. If **you** wish to request that **DAS** no longer use the **insured person's** personal data, please contact **DAS** at dataprotection@das.co.uk

What are your rights?

The **insured person** has the following rights in relation to the handling of their personal data:

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

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

Data Protection Officer

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

Or via email: dataprotection@das.co.uk

How to make a complaint

If the **insured person** is unhappy with the way in which their personal data has been processed, the **insured person** may in the first instance contact the Data Protection Officer using the contact details above.

If the **insured person** remains dissatisfied then they have the right to apply directly to the Information Commissioner's Office for a decision.

The Information Commissioner can be contacted at:

Information Commissioner's Office

Wycliffe House

Water Lane

Wilmslow

Cheshire SK9 5AF

www.ico.org.uk

How to make a complaint to DAS

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

☎ 0344 893 9013

✉ customerrelations@das.co.uk

✉ Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH

Or completing **DAS's** online complaint form at www.das.co.uk/about-das/complaints

Further details of **DAS's** internal complaint-handling procedures are available on request.

If **you** are not happy with the complaint outcome or if **DAS** have been unable to respond to **your** complaint within 8 weeks, **you** can, provided **you** are an eligible small business, charity or trust, ask the Financial Ombudsman Service for a free and independent review of **your** complaint.

You can contact them by:

☎ 0800 023 4567 (free from mobile phones and landlines) or 0300 123 9123

✉ complaint.info@financial-ombudsman.org.uk

✉ The Financial Ombudsman Service, Exchange Tower, London E14 9SR

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

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

The Financial Ombudsman's role is to assess **DAS's** handling of a claim in light of the policy terms. It is not to assess the quality of legal advice. If **you** are unhappy with the service provided by an **appointed representative** the relevant complaint-handling procedure is available on request.

Business Choice



Congregational

Congregational is a trading name of Integra Insurance Solutions Ltd.
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