

# Your **Property Owners insurance** policy booklet

**churchill**<sup>®</sup>



# Free Business Advice Service

These helplines are provided for Your use whilst Your Policy is in force.

## Eurolaw Commercial Legal and UK Tax Advice

### 0330 100 9605

Unlimited access to a team of legal advisors, for confidential legal advice and guidance on any commercial legal problem such as:

- employment
- prosecution
- landlord and tenant disputes
- VAT
- contract disputes

Eurolaw Commercial Legal advice can only be offered in respect of matters subject to the laws of and within the jurisdiction of courts or tribunals of:

- England Scotland Wales and Northern Ireland
- the Channel Islands and the Isle of Man
- any other member country of the European Union
- 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 DAS' 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 public and bank holidays. If calls are made outside these times, DAS will call You back.

DAS offer confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.

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

**DAS Law Limited provides this advice, or another law firm might provide it on their behalf. The helpline is provided on behalf of Us and DAS Legal Expenses Insurance Company Limited, all calls may be recorded.**

## Business Emergency Assistance Helpline

### 0345 878 5024

Available 24 hours each day, 7 days every week, all year round.

Assistance in the event of an emergency affecting Your business, such as:

- burst pipes or blocked drains causing flooding
- complete failure of the gas or electricity supply
- serious damage to the roof
- escape of water or oil from the central heating system

In the event of emergency assistance being required a reputable local contractor will be contacted but You must pay any call-out or repair charges. One telephone call will bring assistance as quickly as possible.

Please ensure Your Policy Number is available when telephoning as this may be requested – this appears on Your Schedule.

**This helpline is provided on Our behalf by DAS Legal Expenses Insurance Company Limited, all calls may be recorded.**

## Stress Counselling Helpline

### 0345 878 5029

Available 24 hours each day, 7 days every week, all year round.

A confidential counselling service for any employee (and their family) over the telephone, assisting issues such as:

- Stress
- Depression
- Family
- Relationship
- Bereavement

This service can also help with:

- Onward referral to relevant voluntary, self help groups or professional services
- Details of face to face counsellors in Your area

Any costs arising from the use of these referral services will not be paid by DAS.

**This helpline is provided on Our behalf by DAS Legal Expenses Insurance Company Limited, all calls are dealt with in the strictest confidence and are not recorded.**

## Health and Medical Assistance Helpline

**0345 878 5031**

Health and medical information is provided by qualified nurses 9am – 5pm, Monday to Friday, excluding public and bank holidays. If You call outside these times, a message will be taken and a return call arranged within the operating hours.

Advice and assistance concerning:

- Exercise information
- Changing doctors
- Giving up smoking
- Inoculations
- Comprehensive doctor, clinic and treatment facility database
- Sports injuries
- Nutrition assessment
- Complimentary health
- Bespoke fact sheets can be sent out if requested

**This helpline is provided on Our behalf by DAS Legal Expenses Insurance Company Limited, all calls may be recorded.**

DAS will not accept responsibility if the telephone helpline services operated by them are unavailable for reasons they cannot control.

In addition to these helplines, DAS offer on Our behalf access to the DAS Employment Manual.

## Employment Manual

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit [www.das.co.uk](http://www.das.co.uk) and select Employment Manual. All the sections of this web-based document can be printed off for Your own use.

Contact DAS at [employmentmanual@das.co.uk](mailto:employmentmanual@das.co.uk) with Your email address, quoting Your policy number and DAS will contact You by email to inform You of future updates to the information.

## DASbusinesslaw

Using [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) You can create ready-to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored to You using DAS' smart document builders. You can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts.

This service also provides useful tools, articles and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help You keep Your business one step ahead. To access DASbusinesslaw, You will need to register at [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk), using Your policy number.

When registering, please enter the following code which will provide You with access to a range of free documents: DAS472301.

If You experience any problems accessing the service, please email details of Your problem to [businesslaw@das.co.uk](mailto:businesslaw@das.co.uk) with Your policy number in the subject box.

## Emergency Glazing & Security Assistance

**0345 878 5455**

Available 24 hours each day, 7 days every week, all year round.

Our glass replacement service provides an efficient replacement service for fixed internal and external glass.

In addition, replacement locks or emergency securing measures are also available.

Provided the Damage is covered by Your Policy, the cost will be settled with our service providers. If, however, the Policy requires payment of the first amount of any claim, or if You are V.A.T. registered, our service provider will invoice You direct for this amount.

Note: Using any other repairer will not affect Your right to claim.

**This helpline is provided on Our behalf by Glassolutions.**

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# Property Owners Policy

We will provide the insurance described in this Policy, which consists of individual Sections (subject to the terms, definitions, conditions, clauses and exclusions) for the Period of Insurance. The Policy should be read in conjunction with the Schedule, which confirms the Sections You are covered for.

We have not given You a personal recommendation as to whether the Policy meets Your needs.

U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

U K Insurance Limited.

Head Office: U K Insurance Limited, Registered address: The Wharf, Neville Street, Leeds LS1 4AZ. Registered in England and Wales Company No. 1179980

# How to Use Your Policy

## Your Policy

Your Policy contains details of the extent of cover available to You, what is excluded from the cover and the conditions on which the Policy is issued.

We wish to provide You with a good standard of service. To help Us achieve this, it is important that You read this Policy carefully. If it does not meet Your requirements, or You have any comment or query about the Policy, please contact Us on **0345 878 8194**.

## Your Schedule

Your Schedule provides details of the insurance provided, the Sections of the Policy which are operative and the levels of cover You have.

Please examine Your Schedule to ensure it meets Your requirements.

## Index Linking

The sums insured by each item of Sections 1 and 2 are index linked as a protection against inflation and at each renewal the premium will be revised in accordance with the index adopted by Us.

Index linking will help to ensure that Sums Insured stay in line with increasing costs and prices. However, this is dependent on the Sums Insured at inception being adequate. Please check these to ensure they are adequate and advise Us if any alteration is required.

## Using the Free Business Advice Service

Details of Our Free Business Advice Service helplines are provided on page 2 of this policy booklet.

## Making a Claim

To make a claim, first read the Policy and Schedule and check that You are covered. Then follow the instructions provided under Claims Conditions B – Making a Claim.

To make a claim, phone **0345 878 8195**.

If You are dissatisfied with the way in which a claim or any other matter has been dealt with, please refer to Important Information at the back of this policy booklet.

# General Definitions

These definitions apply to this Policy. In addition other more specific definitions apply under some of the Policy Sections and are stated in those Policy Sections. Any word or expression to which a particular meaning has been given in the General Definitions in this Policy or in the Definitions within the Sections of this Policy will have that meaning wherever it appears when commencing with a capital letter in this Policy or the relevant Section respectively.

## Buildings

Structures at the Premises including landlords fixtures and fittings, swimming pools, tennis courts, walls, gates, fences, patios, terraces, drives, yards, car parks, car ports, roads, pavements and associated underground pipes and cables belonging to You or for which You are responsible. Buildings also include shop fronts and all fixed glass therein blinds and fitments thereon and internal decorations on ceilings and walls for which You are responsible as owner of the Premises.

## Business

The 'Business' as shown in the Schedule.

## Damage

Accidental loss, destruction or damage.

## Excess

The first amount of each and every claim for which You will be responsible.

## Index Linking

Whenever a Sum Insured is declared to be subject to Index Linking it is adjusted at monthly intervals in line with suitable indices of costs.

At each renewal of the Policy the premium will be based on the adjusted Sums Insured.

## Bodily Injury

Bodily injury which includes death, disease or illness.

## Period of Insurance

- a the period beginning with the Effective Date and ending with the Expiry Date (both stated in the New Business Schedule or latest effective Renewal Schedule as applicable); and
- b any subsequent period; for which You will pay and We will agree to accept Your premium.

## Policy

This Policy including the Sections, and, the Schedule, all of which should be read together as one contract.

## Premises

The part of the premises at the address or addresses specified in the Schedule belonging to You or for which You are responsible.

Unless otherwise stated the buildings at the Premises are:

- a built of brick, stone or concrete;
- b roofed with slate, tiles, concrete, asphalt, metal or sheets or slabs composed entirely of incombustible mineral ingredients (with the exception of small outbuildings or flat roofs); and
- c as indicated by any plan numbers or letters shown in the Schedule or specification attached thereto referring to a plan of the Premises lodged with or maintained by Us.

## Property

Material property.

## Reinstatement Basis

Whenever claims settlement is declared to be on a Reinstatement Basis, the basis upon which the amount payable in respect of the Property insured is to be calculated will be as follows:

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

## Special Conditions

- i Our liability for the repair or restoration of Property damaged in part only will not exceed the amount which would have been payable had such Property been wholly destroyed.
- ii If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the Property covered by any item subject to this Policy Definition exceeds its Sum Insured at the commencement of any Damage, Our liability will not exceed that proportion of the amount of the Damage which the Sum Insured will bear to the sum representing the total cost of reinstating the whole of such Property at that time.

- iii No payment beyond the amount which would have been payable in the absence of this Policy Definition will be made:
  - a unless reinstatement commences and proceeds without unreasonable delay;
  - b until the cost of reinstatement will have been actually incurred;
  - c if the Property insured at the time of the Damage is insured by any other insurance effected by You or on Your behalf which is not on the same basis of reinstatement.
- iv All the terms and conditions of this Policy will apply:
  - a in respect of any claim payable under the provisions of this Policy Definition except insofar as they are varied hereby;
  - b where claims are payable as if this Policy Definition had not been incorporated.

#### Schedule

The schedule applicable to the Policy.

#### Sum Insured

The sum insured as stated in the Schedule unless otherwise stated in this Policy.

#### Vacant or Disused

Buildings or any part thereof that have become unoccupied, untenanted or which have not been actively used for a period of more than 30 consecutive days.

#### We/Us/Our

U K Insurance Limited and/or such other authorised insurer as U K Insurance Limited may contract to underwrite any part of this Policy.

#### You/Your

The person, persons, Limited Liability Partnerships or Limited or Public Limited Company, shown as the Insured Name in the Schedule and, in respect of Section 6: Employers Liability, the Policyholder stated upon the Certificate of Employers Liability Insurance.



# General Conditions

**These Conditions apply to this Policy. You must comply with these Conditions. Where additional Conditions apply to a specific Section of this Policy, they are stated under that Section.**

## A Fair Presentation of the Risk

- a** You have a duty to make to Us a fair presentation of the risk before:
- i** the inception of this Policy;
  - ii** an alteration made to this Policy, concerning changes in the risk which are relevant to the proposed alteration; and
  - iii** the renewal of this Policy; and
- b** In the event of a breach of such duty, if the breach is:
- i** deliberate or reckless, We may:
    - a** in relation to an alteration made to this Policy, (despite the references to notice period and the refunding of premiums in General Condition D Cancellation by Us) by notice to You at Your last known address treat this Policy as cancelled with effect from the time when the alteration was made and retain any premiums paid;
    - b** in relation to inception or renewal of this Policy, avoid this Policy and refuse all claims and retain any premiums paid;
  - ii** neither deliberate nor reckless and We would not have:
    - a** in relation to an alteration made to this Policy, agreed to the alteration on any terms, We may treat this Policy as if the alteration was never made, but in that event We:
      - i** will return any extra premium paid; or
      - ii** may (where the total premium was reduced as a result of the alteration), reduce proportionately the amount to be paid on a claim arising out of events after the alteration. We will pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied), based on the total premium actually charged compared to the original premium charged; or
    - b** entered into this Policy on any terms, We may avoid this Policy and refuse all claims but will return any premiums paid; or
  - iii** neither deliberate nor reckless and We:
    - a** would have entered into this Policy or agreed to the alteration made to this Policy, but on different terms (other than terms relating to the premium), this Policy or the alteration (as applicable) will be treated as if it had been entered into on those different terms if We require; and

**b** in respect of an alteration made to this Policy:

- i** would have agreed to the alteration, but would have charged an increased premium by more than We did or (in the case of an unchanged premium) would have increased the premium, We may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

We will pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item b iii a above), based on the total premium actually charged compared to the premium that We would have charged;

- ii** (where the total premium was reduced as a result of the alteration), would have agreed to the alteration and We would have increased the premium, would not have reduced the premium, or would have reduced it by less than We did, We may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

We will pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item b iii a above), based on the total premium actually charged compared to the original premium if We would not have changed it, and otherwise the increased or (as the case may be) reduced total premium We would have charged.

- c** would have entered into this Policy (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, We may reduce proportionately the amount to be paid on a claim.

We will pay on such claim a percentage of what We would otherwise have been liable to pay (making provision for any different terms referred to in item b iii a above), based on the premium actually charged compared to the higher premium.

- c** We will be entitled to vary the premium and any terms in respect of any ongoing acceptance of cover (where agreed by Us), in relation to a breach of the duty to make to Us a fair presentation of the risk.

## B Reasonable Precautions

It is a condition precedent to Our liability that You must:

- a take all reasonable precautions to prevent or minimise loss, destruction, damage, accident or injury;
- b maintain the Premises, machinery, equipment and furnishings in a good state of repair;
- c exercise care in the selection and supervision of Employees; and
- d comply with all relevant statutory requirements, manufacturers recommendations and other regulations relating to the use, inspection and safety of property and the safety of persons.

## C Change of Risk or Interest

- a It is a condition precedent to Our liability that You will immediately notify Us if any alteration be made either in the Business or at the Premises or in any property therein or in any other circumstances whereby the risk is increased other than in accordance with:
  - i Extension 5 Capital Additions and Extension 11 Non Invalidation of Section 1: The Structure
  - ii General Condition A,  
at any time after the Effective Date (as stated in the Schedule) of the Period of Insurance.
- b This Policy will cease to be in force if:
  - i Your interest in the Business ends, other than by death; or
  - ii the Business is to be wound up or carried on by a liquidator or receiver or permanently discontinued,  
at any time after the Effective Date (as stated in the Schedule) of the Period of Insurance, unless its continuance be agreed by Us.

## D Cancellation

### Cancellation by Us

We have the right to cancel this Policy by sending You fourteen days notice in writing to Your last known address. We will only do so on serious grounds. If We do We will return the premium paid less an amount for the period the Policy has been in force.

If We have cancelled the Policy due to You not paying an instalment and You have made a claim, or one has been made against You, during the current Period of Insurance, then the balance of the year's premium will become payable.

### Cancellation by You

You may cancel Your Policy any time by contacting Us on **0345 878 8194** or sending Us notice in writing.

If You cancel Your Policy before it is due to start We will return any premium paid in full. If You cancel within 14 days of Your Policy starting or within 14 days of You receiving Your documents (whichever is the later) We will return any premium paid. If You cancel after those 14 days have passed We will return any premium paid less an amount for the period the Policy has been in force. We will not refund any premium if We have made or will have to make a claim payment to You or if a claim has been made against You during the Period of Insurance.

### Cancellation on renewal

If You cancel before the new Period of Insurance is due to start We will return any premium paid in full.

If the new Period of Insurance has started and You cancel within 14 days of Your Policy starting or within 14 days of receiving Your renewal documents (whichever is the later) We will return any premium paid in full. We will not refund any premium if You have made a claim or if a claim has been made against You during the Period of Insurance.

In relation to cancellation in any of the circumstances outlined above You, will immediately return to Us any current Certificate(s) of Employers Liability Insurance.

## E Instalments

Where the Premium under this Policy is payable by instalments it is a condition precedent to Our liability that each instalment will be paid when due otherwise all benefit will be cancelled from the date when any unpaid instalment was due and You will immediately return to Us any current Certificate(s) of Employers Liability Insurance.

## F Choice of Law

Under European Law, You and We may choose which law will apply to this contract. English Law will apply unless both parties agree otherwise. We have supplied this Agreement and other information to You in English and We will continue to communicate with You in English.

**G Unoccupancy**

It is a condition precedent of this Policy that within 30 days of the Premises or any part thereof becoming unoccupied, untenanted or not having been actively used:

- a** all services are to be turned off at the mains except:
  - i** electricity where needed to maintain any fire or intruder or alarm system in operation;
  - ii** the water supply and heating system where a sprinkler system is in operation; and
  - iii** during the period of 1st October to 31st March inclusive the central heating must be kept working to maintain a minimum internal temperature of 10 degrees centigrade;
- b** the Premises are to be adequately secured against unauthorised entry;
- c** You or a responsible person acting on Your behalf inspects the Premises internally and externally at least every 7 days; and
- d** any accumulations of combustible materials such as junk mail and newspapers are to be removed during each inspection of the Premises.

**H Contracts (Rights of Third Parties) Act 1999**

A person or company who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

**I Interest Clause**

The interests of third parties which You are required to include on this Policy under the terms of any mortgage, property lease, or hiring, leasing or hire purchase agreement are automatically noted subject to You advising Us as soon as is reasonably practicable.

**J Fire Extinguishing Appliances**

It is a condition precedent to Our liability that You will ensure that any fire extinguishing appliances kept at the Premises are maintained in efficient working order.

**K Changes to Your cover**

You must tell Us immediately if there are any changes that may affect Your insurance, such as the following:

- a** if the address changes where the Premises is located; or
- b** if Your Sums Insured change

We may then reassess Your cover and premium either immediately or at Your next renewal, depending on the information You have provided.

Note: The list above does not set out all changes You must tell Us about. If You are not sure whether a change may affect this cover, contact Us.

**L Automatic Renewal**

When Your Policy is due for renewal, We may offer to renew it for You automatically using the payment details You have already given, unless We or You have advised otherwise.

We will write to You at least 21 days before Your Policy ends and before taking any payment to confirm Your renewal premium and Policy terms.

If You do not want to renew Your Policy You must call Us before Your renewal date to let Us know.

It is not possible to offer automatic renewal in all circumstances, for example We may need to discuss Your renewal invite with You or Your payment method may change.

Your renewal invite will advise if Your Policy will be automatically renewed or if You need to call Us. If We are unable to offer renewal terms We will write to You at Your last known address to let You know.

# Claims Conditions

**These Conditions apply to this Policy. You must comply with these Conditions. Where additional Conditions apply to a specific Section of this Policy, they are stated under that Section.**

## 1 Conditions Precedent

Every condition precedent to which this Policy or any Section or item thereof is, or may be, made subject will, from the time the condition precedent attaches, apply and continue to be in force during the whole currency of this Policy. Non-compliance with any such condition precedent may be a bar to any claim under the relevant Section(s) of this Policy, where the subject matter of the claim was caused by the non-compliance or to the extent that it was increased by the non-compliance.

## 2 Action by You

It is a condition precedent to Our liability that You will :

- a** immediately notify Us on the happening of any incident which could result in a claim under this Policy;
- b** immediately notify Us of, and deliver to Us at Your expense, a claim with such detailed particulars and proofs as may reasonably be required by Us and (if demanded) by Us a statutory declaration of the truth of the claim and any matters connected therewith, within:
  - i** 7 days of the event giving rise to the claim, in the case of loss, destruction or damage, caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons;
  - ii** 30 days of the expiry of the Indemnity Period (as defined in Section 4: Rent Receivable, of this Policy) in respect of business interruption claims; or
  - iii** 30 days of the event giving rise to the claim in the case of any other claim, or such further time as We may allow; andnotwithstanding items **b i** to **iii** above, You will immediately forward any claim by a third party or notice of any proceedings or any other correspondence and information received by You relating to such claim on receipt;
- c** give immediate notification to the police in respect of:
  - i** vandalism;
  - ii** theft or any attempt thereat; or
  - iii** loss of money by any cause whatsoever, in relation to this Policy;
- d** make no admission of liability or offer, promise or payment, without Our written consent;

- e** inform Us immediately of any impending prosecution, inquest or fatal accident enquiry or civil proceedings and send to Us immediately every relevant document;
- f** take all reasonable action to minimise any interruption or interference with the Business;
- g** produce to Us such books of account or other business books or documents or such other proofs, as may reasonably be required by Us for investigating or verifying the claim; and
- h** in respect of Damage to the property insured under Policy Extension 1 Equipment Breakdown, discontinue use of any damaged property unless We authorise otherwise until such property has been repaired to Our satisfaction. Any damaged parts that are replaced will be kept for inspection by Us.

## 3 Our Rights

We will be entitled:

- a** on the happening of any loss, destruction or damage in respect of which a claim is made under this Policy, and without thereby incurring any liability or diminishing any of Our rights under this Policy to enter take and keep possession of any building where destruction or damage has occurred and to take possession of, or require to be delivered to Us any property insured by this Policy and deal with such property for all reasonable purposes and in a reasonable manner;
- b** at Our discretion to take over and conduct in Your name the defence or settlement of any claim and to prosecute at Our expense and for Our benefit any claim for indemnity or damages against any other persons in respect of any event insured by this Policy and You will give all information and assistance required;
- c** to any property for the loss of which a claim is paid hereunder and You will execute all such assignments and assurances of such property as may be reasonably required but You will not be entitled to abandon any property to Us; and
- d** in the event of any Contingency (as defined in Sections 3 and 6) resulting in any claim(s) under Sections 3 and 6 to pay to You the amount of the Indemnity Limit for such Contingency (less any sums already paid as damages in respect of such Contingency and in respect of Section 6 less costs and expenses incurred before the date of payment) or any lesser amount for which the claim(s) can be settled after which We will have no further responsibility in connection with such claim(s) except in respect of Section 3 for costs and expenses incurred before the date of payment.

#### 4 Fraudulent Claims

In the event of any claim under the Policy being submitted which in any respect is intentionally exaggerated or fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain benefit under this Policy, We:

- a will not be liable to pay the claim;
- b may recover from You any sums paid by Us to You in respect of the claim; and
- c may (despite the references to notice period and the refunding of premiums in General Condition D Cancellation by Us) by notice to You at Your last known address treat this Policy as having been cancelled with effect from the time of the fraudulent act and may:
  - i refuse all liability to You under this Policy in respect of any event that gives rise to Our liability occurring after the time of the fraudulent act; and
  - ii retain any premiums paid under this Policy.

#### 5 Subrogation

We will be subrogated to Your rights of recovery against any third party. Accordingly, it is a condition precedent to Our liability that any claimant under this Policy will, at Our request and expense, take and permit to be taken all necessary steps for Us to enforce any rights against any other party in Your name before or after any payment is made by Us.

#### 6 Other Insurances

Unless otherwise stated in this Policy:

- a if at the event of any Contingency (as defined in Section 3: Public Liability, Section 6: Employers Liability, of this Policy respectively), incident, loss, destruction or damage, which gives rise to a claim, there is any other insurance effected by You or on Your behalf applicable to such Contingency, incident, loss, destruction or damage, Our liability will be limited to its rateable proportion thereof; and
- b if any other such insurance is subject to any provision whereby it is excluded from ranking concurrently with this Policy, whether in whole or in part or from contributing rateably, then Our liability hereunder will be limited to any excess beyond the amount which would have been payable under such other insurance had this Policy not been effected.

#### 7 Arbitration

If any differences arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference will be referred to an arbitrator in England who will decide the matter in dispute according to English law and will be appointed by the parties in accordance with the relevant English statutory provisions for the time being in force. Where any difference is to be referred to arbitration under this Condition, the making of an Award will be a condition precedent of any right of action against Us.

#### 8 Excesses

If We agree to indemnify You under more than one of Sections 1, 2 and 5 of this Policy as a result of the happening of a single event and if an Excess applies under more than one of these Sections then only one Excess being the highest of those which would have applied separately under each Section will be deducted from the total claim payment.

# General Exclusions

These General Exclusions set out what is not covered under this Policy. Where additional exclusions apply to a specific Section of this policy, they are set out in that Section.

## This Policy does not cover:

### 1 War Government Action and Terrorism

- a** loss, destruction or damage, to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by or contributed to by or arising from:
  - i** War Government Action or Terrorism (or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism); or
  - ii** civil commotion in Northern Ireland
- b** legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from:
  - i** War Government Action or Terrorism (or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism); or
  - ii** civil commotion in Northern Ireland, except to the extent stated in the Liability Provisions relating to this General Exclusion set out below and Section 8: Terrorism, of this Policy, where insured.

For the purpose of this Exclusion and its Liability Provisions:

**War** means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, or military or usurped power.

**Government Action** means martial law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to War.

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

In any action suit or other proceedings where We allege that by reason of this Exclusion as far as it relates to Terrorism any Damage or resulting loss or expense or other costs directly or indirectly caused by such event is not covered by this insurance the burden of proving that such Damage loss or expense is covered will be Your responsibility.

## Liability Provisions

Subject otherwise to the terms definitions exclusions exceptions provisions and conditions of this Policy:

- 1** We will indemnify You under Section 6: Employers Liability provided that in respect of any one event or all events of a series consequent on one original cause Our liability in respect of all legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism (or any action taken in controlling, preventing or suppressing Terrorism) will not exceed £5,000,000;
- 2** We will indemnify You under Section 3: Public Liability against legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism (or any action taken in controlling, preventing or suppressing Terrorism) provided that Our liability for all compensation (excluding costs) will not exceed:
  - a** in respect of or arising out of any one event or all events of a series consequent on one original cause £2,000,000 or the amount of the Indemnity Limit stated in the Schedule whichever is the lower; and
  - b** in respect of all pollution or contamination consequent upon Terrorism and which is deemed to have occurred during any one Period of Insurance £2,000,000 in the aggregate or the amount of the Indemnity Limit stated in the Schedule whichever is the lower.

### 2 Sonic Bangs

loss, destruction or damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### 3 Radioactive Contamination

loss, destruction or damage, to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by such Damage, or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a** ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b** the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

NOTE: As far as this General Exclusion concerns Bodily Injury (as defined in the relevant Sections of this Policy) caused to any Employee, if such Bodily Injury arises out of and in the course of employment or engagement of such person by You, this General Exclusion will apply only in respect of:

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

#### 4 Pollution and Contamination

loss, destruction or damage, caused by pollution or contamination, except (unless otherwise excluded) destruction of or damage to the property insured caused by:

- a pollution or contamination which itself results from a Defined Contingency; or
- b a Defined Contingency which itself results from pollution or contamination.

This Exclusion will not apply to Section 3: Public Liability and Section 6: Employers Liability, of this Policy.

NOTE: Defined Contingencies

For the purposes of this General Exclusion, Defined Contingencies are:

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

#### 5 Date Recognition

any claim which arises directly or indirectly from or consists of the failure or inability of any:

- a electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device; or
- b media or systems used in connection with anything referred to in a above,

whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of:

- i recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time; or
- ii the operation of any command or logic which has been programmed or incorporated into anything referred to in a and b above.

In respect of Section 1: The Structure, Section 2: Landlords Contents and Section 4: Rent Receivable, this Exclusion will not exclude subsequent Damage not otherwise excluded which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, theft, or impact by any vehicle or animal.

NOTE: General Exclusion 5 will not apply to Section 6: Employers Liability.

#### 6 Computer Virus and Hacking

- a Damage to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether Your Property or not where such Damage is caused by Virus or Similar Mechanism or Hacking;
- b financial loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking but this will not exclude Damage or financial loss, which is not otherwise excluded from this Policy and which results from fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikes, labour disturbances, malicious persons (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence), storm, flood, escape of water from any tank apparatus or pipe, leakage of fuel from any fixed oil heating installation, leakage of beverages from storage containers, pipes and apparatus, impact by any vehicle, train or animal.

For the purpose of this Exclusion:

**Virus or Similar Mechanism** means 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.

**Hacking** means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data whether Your Property or not.

General Exclusion 6 will not apply to Section 3: Public Liability and Section 6: Employers Liability.

# Section 1: The Structure

## Definitions

The definitions which apply to this Section are in addition to the General Definitions.

## Contingencies

- 1 a Fire** but excluding Damage caused by:
  - i explosion resulting from fire;
  - ii earthquake or subterranean fire;
  - iii **a** its own spontaneous fermentation or heating; or  
**b** it undergoing any heating process or any process involving the application of heat; or**b Lightning.**
- 2 Explosion**
  - a** of boilers or of gas, used for domestic purposes only but excluding Damage caused by earthquake or subterranean fire; or
  - b** otherwise but excluding Damage caused by or consisting of the bursting by steam pressure, of a boiler, economiser or other vessel, machine or apparatus, in which internal pressure is due to steam only and belonging to You or under Your control.
- 3 Aircraft** or other aerial devices, or articles dropped therefrom.
- 4 Earthquake, Subterranean Fire.**
- 5 Riot, civil commotion**, strikers, locked out workers, persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation, excluding Damage:
  - a** caused by cessation of work; or
  - b** due to confiscation, requisition or destruction, by or by order of the government or any public authority.
- 6 Malicious Persons** or vandals, excluding Damage:
  - a** caused by such malicious persons or vandals, acting on behalf of or in connection with any political organisation;
  - b** caused by cessation of work;
  - c** due to confiscation, requisition or destruction by or by order of the government or any public authority;
  - d** caused by Theft as defined in Contingency 7;
  - e** when the Premises are Vacant or Disused;
  - f** in respect of property in the open unless agreed otherwise by Us;
  - g** in respect of property in any structure which is incapable of being locked; or
  - h** caused by Your Employees, tenants or any other persons lawfully in Your premises.
- 7 Theft or any attempt thereat**, excluding Damage:
  - i in respect of property in the open unless agreed otherwise by Us;
  - ii when the Premises are Vacant or Disused;
  - iii which You are able to recover from another source or which is more specifically insured; or
  - iv caused by Your Employees tenants or any other persons lawfully in Your Premises.
- 8 Storm, Tempest**, excluding Damage:
  - a** caused by the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam;
  - b** caused by inundation from the sea whether resulting from storm or otherwise;
  - c** caused by frost, subsidence, ground heave or landslip;
  - d** attributable solely to change in the water table level; or
  - e** to walls (not forming part of the structure), fences, gates or moveable property in the open or in open sided structures.
- 9 Flood** excluding Damage:
  - a** caused by storm or tempest;
  - b** caused by escape of water from any tank, apparatus or pipe;
  - c** caused by frost, subsidence, ground heave or landslip;
  - d** attributable solely to change in the water table level; or
  - e** to walls (not forming part of the structure), fences, gates or moveable property in the open or in open sided structures.
- 10 Escape of Water** from any tank, apparatus or pipe or escape of oil from any oil-fired heating installation, excluding Damage:
  - a** caused by water discharged or leaking, from any automatic sprinkler installations;
  - b** when the Premises are Vacant or Disused; or
  - c** from any portable oil-fired heating installation.
- 11 Leakage of beverages** from storage containers pipes and apparatus but excluding Damage to any portion of the Building which is Vacant or Disused.
- 12 Impact** by:
  - a** falling trees or boughs, excluding Damage caused by lopping, pruning or felling;
  - b** collapse or breakage of television or radio receiving aerials or satellite dishes; or
  - c** vehicles or animals.



**13 Accidental Discharge or Leakage of Automatic Sprinkler Installations**, excluding:

Damage caused by or attributable to:

- a heat caused by fire;
- b freezing when the Premises are Vacant or Disused;
- c repairs, alterations or extensions to the structures and/or sprinkler installations; or
- d defects in construction or condition, of which You are aware.

**14 Subsidence, Ground Heave and Landslip**

Subsidence or ground heave, of any part of the site on which the Premises stand and landslip, but excluding:

- a Damage to yards, car parks, roads, pavements, swimming pools, walls, gates and fences, unless also affecting a structure insured hereby;
- b Damage caused by or consisting of:
  - i the normal bedding down or settlement of new structures;
  - ii the settlement or movement of made-up ground;
  - iii coastal or river erosion;
  - iv defective, design or workmanship or the use of defective materials; or
  - v fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe;
- c Damage which commenced prior to the Effective Date (as stated in the Schedule); or
- d Damage resulting from:
  - i demolition, construction, structural alteration or repair of any property; or
  - ii groundworks or excavation, at the same Premises.

**15 Any Accidental Cause** excluding:

a Damage:

- i caused by or specifically excluded in the Contingencies 1-14; or
- ii caused by theft or any attempt thereat, not involving:
  - a entry to or exit from structures, at the Premises by forcible and violent means; or
  - b violence or threat of violence, to You or any director or any partner or Employee of Yours, or their families;

b Damage to the Property insured caused by or consisting of:

- i inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials; or

ii faulty or defective workmanship, operational error or omission, on the part of You or any of Your Employees,

but this will not exclude subsequent Damage which results from a cause not otherwise excluded by this Policy;

c Damage caused by or consisting of:

- i corrosion, rust, wet or dry rot, shrinkage, evaporation, leakage, loss of weight, dampness, contamination, fermentation, dryness, marring, scratching, vermin or insects; or
- ii change in temperature, colour, flavour, texture or finish, action of light,

Damage consisting of:

iii joint leakage, failure of welds, cracking, fracturing, collapse or overheating, of boilers, economisers, superheaters, pressure vessels, or any range of steam and feed piping in connection therewith; or

iv mechanical or electrical breakdown or derangement, in respect of the particular machines, apparatus or equipment, in which such breakdown or derangement originates,

but this will not exclude:

- i such Damage not otherwise excluded by this Policy which itself results from any other Damage not otherwise excluded by this Policy; or
- ii subsequent Damage which itself results from a cause not otherwise excluded by this Policy (unless more specifically insured);

d Damage caused by or consisting of:

- i subsidence, ground heave or landslip;
- ii normal settlement or bedding down of new structures;
- iii acts of fraud or dishonesty;
- iv disappearance, unexplained or inventory shortage, misfiling or misplacing of information; or
- v electrical or magnetic injury, disturbance or erasure, of electronic records;

e destruction of or damage to a building or structure, caused by its own collapse or cracking;

f Damage in respect of movable property in the open or in open-sided structures, walls (not forming part of the structure), fences and gates, caused by wind, rain, hail, sleet, snow or dust;

- g** Damage to the Property Insured:
  - i** caused by fire resulting from its undergoing any heating process or any process involving the application of heat; or
  - ii** (other than by fire or explosion) resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing, adjustment or repair;
- h** Damage:
  - i** caused by freezing; or
  - ii** to fixed Glass and Sanitary Ware, in respect of any building which is Vacant or Disused;
- i** Damage in respect of:
  - i** jewellery, precious stones, precious metals, bullion or furs;
  - ii** property in transit;
  - iii** money, cheques, stamps, bonds, credit cards or securities of any description; or
  - iv** fixed Glass and Sanitary Ware:
    - a** due to repairs or alterations, being carried out at the Premises;
    - b** during installation or removal, of such Glass or Sanitary Ware; or
    - c** which was broken or cracked prior to the effective date (as stated in the Schedule);
- j** Damage in respect of:
  - i** vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;
  - ii** property or structures in the course of construction or erection and materials or supplies in connection with all such property in course of construction or erection;
  - iii** land, roads, piers, jetties, bridges, culverts or excavations; or
  - iv** livestock, growing crops or trees, unless specifically mentioned as insured by this Section; or
- k** Damage occasioned by delay, embargo, nationalisation, confiscation, requisition, seizure or destruction, by or by order of the government or any public authority.

## Cover

In the event of Damage at the Premises to any Property insured in connection with the Business occurring during the Period of Insurance and caused by any of the Contingencies (where stated in the Schedule), We will pay to You the value of such Property Insured or the amount of the Damage at the time of such Damage or, at Our option, reinstate or replace such property.

Provided that:

- a** Our liability under this Section in total for all claims or series of claims, arising out of any one original cause, will not exceed the Sum Insured for each item (or any other stated limit of liability); and
- b** unless otherwise stated, the Sum Insured (or any other stated limit of liability) applies in the aggregate to property collectively described by each item under this Section.

## Extensions

**The insurance provided by this Section is extended to include the following:**

### 1 Underground Services

Damage for which You are legally liable by any of the Contingencies 1-15 inclusive (whether operative or otherwise under this Section) to underground pipes, cables, drains (and their relevant inspection covers), supplying services to and carrying waste from the premises to the point of junction with the public supply lines, mains and sewers.

### 2 Ground Rent

Up to 2 years ground rent if the Premises are rendered temporarily uninhabitable but only during the period necessary for reinstatement and up to a maximum of 10% of the Buildings Sum Insured.

### 3 European Union and Public Authorities

The cost of reinstatement of any Damage to the Property insured and portions thereof not subject to Damage (other than foundations), incurred solely by reason of the necessity to comply with European Union legislation, regulations under Acts of Parliament or local authority bye-laws, provided that:

- a** You receive a notice from the relevant body to comply after the Damage occurs;
- b** the work of reinstatement is completed within 12 months of the date of the Damage or within such further time as We may allow; and
- c** the total amount payable under this Extension and this Section, for any item, will not exceed:

- i in respect of the property subject to Damage, its Sum Insured; and
  - ii in respect of portions of the property not subject to Damage, 15% of the total amount for which We would have been liable had the property been wholly destroyed,
- subject to the total amount payable in respect of i and ii above under this Extension and this Section, in total for all claims or series of claims, arising out of any one original cause, for any item, not exceeding its Sum Insured.

#### 4 Fees

Architects, Surveyors, Legal and Consulting Engineers Fees necessarily and reasonably incurred in the reinstatement or repair of the Property insured consequent upon its Damage but will not include fees which are incurred as part of the managing agents general administrative duties or in the preparation or administration of any claim.

#### 5 Capital Additions

- a any newly acquired and/or newly erected Buildings or Buildings in course of erection (excluding any property for which a building contractor is responsible) insofar as the same are not otherwise insured; and
- b alterations, additions and improvements to Buildings but not in respect of any appreciation in value, anywhere in the United Kingdom the Channel Islands or the Isle of Man.

Provided that:

- i at any one situation this cover will not exceed 20% of the Buildings Sum Insured or £2,000,000 whichever is the less;
- ii You undertake to give particulars of such extension of cover as soon as practicable and to pay any additional premium required; and
- iii following payment of such additional premium the provisions of this Extension are fully reinstated.

#### 6 Removal of Debris

Costs and expenses necessarily incurred by You with Our consent in:

- a removing debris from the site of the Premises and the area immediately adjacent;
- b dismantling and/or demolishing; or
- c shoring up or propping of the portion or portions of the Property sustaining Damage by any of the Contingencies.

We will not pay for any costs or expenses:

- i incurred in removing debris except from the site of such Property sustaining Damage and the area immediately adjacent to such site; or
- ii rising from pollution or contamination of Property not insured by this Section.

#### 7 Damage by Emergency Services

The cost of restoring any Damage caused to gardens by the Emergency Services in attending the Premises as a result of the operation of any Contingency insured under this Section up to a maximum of £25,000 any one claim.

#### 8 Contracting Purchasers Interest

If at the time of Damage You have contracted to sell Your interest in any Buildings hereby insured and the purchase is subsequently completed, the purchaser, on completion of the purchase, will be entitled to benefit under this Policy in respect of such Damage (if and so far as the property is not otherwise insured against such Damage by You or on Your behalf) without prejudice to the rights and liabilities of You or Us until completion.

#### 9 Trace and Access

In the event of Damage by Contingencies 10 or 11 the insurance by this Section extends to include costs necessarily and reasonably incurred in locating the source of the Damage to effect repairs and the costs of making good up to a limit of £25,000 in respect of any one claim.

#### 10 Subrogation Waiver

In the event of a claim arising under this Section, We agree to waive any rights, remedies or relief to which We may become entitled by subrogation against:

- a any company standing in the relation of parent to subsidiary (or subsidiary to parent) to You as defined in the Companies Act current at the time of Damage;
- b any company which is a subsidiary of a parent company of which You are a subsidiary, in each case within the meaning of the Companies Act current at the time of the Damage; or
- c any tenant or lessee of the Buildings insured provided that Damage has not been caused by the criminal fraudulent or malicious act of the tenant or lessee.

### 11 Non-Invalidation

This insurance will not be invalidated by any act or omission or by any alteration whereby the risk of Damage is increased unknown to You or beyond Your control provided that You immediately give notice to Us as soon as You become aware of the above and pay an additional premium if required.

### 12 Workmen

Workmen are allowed on the Premises for the purpose of making minor structural and other alterations from time to time without prejudice to this insurance.

### 13 Mortgage

The act or neglect of any mortgagor, leaseholder, lessee or occupier of any Building insured by this Policy whereby the risk is increased without the authority or knowledge of any mortgagee, freeholder or lessor will not prejudice the interest of the latter parties in this insurance provided they notify Us immediately on becoming aware of such increased risk and pay an additional premium if required.

### 14 Clearing of Drains

Expenses necessarily incurred in clearing, cleaning and/or repairing drains, gutters, sewers and the like in consequence of Damage caused by any of the Contingencies insured occurring at the Premises belonging to You or for which You are responsible.

### 15 Extinguishment and Alarm Resetting Expenses

Costs incurred by You following Damage with Our consent in:

- a refilling fire extinguishing appliances;
- b recharging gas flooding systems;
- c replacing used sprinkler heads;
- d refilling sprinkler tanks where costs are metered; or
- e resetting fire and intruder alarms and closed circuit television equipment.

### 16 Additional Sprinkler Upgrade Costs

Costs incurred with Our consent to upgrade an automatic sprinkler installation in order to comply with current Loss Prevention Council (LPC) rules following Damage providing the installation conformed to LPC rules at the time of installation and the system has a complete service record up to the time of the Damage, Our liability under this Extension will not exceed £25,000.

### 17 Metered Water and Heating Oil

Cost of metered water and heating oil following Damage provided that Our liability under this extension will not exceed £25,000 in any Period of Insurance.

### 18 Unauthorised Use of Electricity Gas or Water

The cost of metered electricity, gas or water for which You are legally responsible arising from its unauthorised use by persons taking possession or occupying Your Premises without Your consent provided that Our liability in respect of this Extension will not exceed £25,000 for any one claim and You will take all practical steps to terminate such unauthorised use immediately You become aware of it.

### 19 Alternative Accommodation Costs

Costs reasonably and necessarily incurred with Our consent in respect of alternative accommodation whilst the Building is uninhabitable following Damage resulting from an insured Contingency provided that the maximum period during which payment will be made under this Extension will not exceed 24 months from the date of the Damage and Our liability will not exceed the Sum Insured on the Building that has been damaged.

### 20 Fly Tipping

Costs reasonably and necessarily incurred with Our consent in respect of the clearing and removing any property illegally deposited in or around the Premises. Provided that Our liability in respect of this Extension will not exceed £25,000 for any one claim.

### 21 Removal of Nests

Costs reasonably and necessarily incurred with Our consent in respect of removing bees, wasps and hornets nests from the Premises.

Provided that Our liability in respect of this Extension will not exceed £1,000 for any one claim.

### 22 Contractors Interest

Where You are required to effect insurance on the Property in the joint names of Yourself and the contractor under the terms of a condition in the contract between You and the contractor then the interest of the contractor in the Property as a joint insured is hereby noted provided You will advise Us of details of any single contract valued in excess of £100,000 excluding VAT or 10% of the Sum Insured on the property insured, whichever is the less, and pay any additional premium We may require.

### 23 Further Investigation Expenses

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

We will pay the reasonable costs incurred by You in establishing whether or not other Property in the vicinity owned or leased by You or for which You are responsible have suffered Damage in the same incident as that causing Damage to the Property but only if such Property is subsequently found to have suffered such Damage for which We are liable.

### 24 Removal of Tenants Debris

Costs necessarily and reasonably incurred by You following Damage in respect of the removal of tenants debris subject to such costs being agreed with Our consent and not otherwise recoverable by You subject to Our liability not exceeding £25,000 for any one claim.

### 25 Temporary Removal

Any parts of the Buildings temporarily removed for cleaning renovation or repair or display or similar purposes but only to the extent that they are not otherwise insured.

### 26 Loss of or Duplication of Keys

The reasonable cost of replacement locks and keys in respect of doors and windows for which You are responsible and which are necessary to maintain the security of the Property:

- a following the accidental loss of Keys; or
  - b where there is reasonable evidence that such Keys have been copied by an unauthorised person;
- subject to Our liability not exceeding £15,000 for any one claim.

For the purpose of this Extension the definition of Keys is:

Any device used to open a lock including but not restricted to any electronic device, key, card or remote control transmitter.

### Exclusions

We will not be liable under this Section for:

- 1 Property more specifically insured by You or on Your behalf;
- 2 Damage to Glass and Sanitary Ware as defined under Section 5 of this Policy other than breakage by or arising out of fire, lightning or explosion or salvage operations consequent thereon;
- 3 Damage to any particular piece of plant or fittings of the electrical installation or appliances by self ignition, short circuit, excessive pressure, self heating or leakage of electricity unless more specifically insured under the Policy Extensions.

### Conditions

#### 1 Index Linking

The Sum Insured by each item of this Section is subject to Index Linking.

#### 2 Limit of Liability

The maximum amount payable in respect of any item insured under this Section is the Sum Insured stated in the Schedule for each item plus Index Linking.

#### 3 Basis of Claims Settlement

The Basis of Settlement for each and every Item under this Section will be on a Reinstatement Basis.

#### 4 Designation

For the purpose of determining where necessary the heading under which property is insured, We agree to accept the designation under which such property has been entered in Your records.

#### 5 Automatic Reinstatement of Sum Insured

Unless there is written notice by Us to the contrary in the event of Damage under this Section We will automatically reinstate the Sum Insured provided that You agree to pay the additional premium.

#### 6 Excess

This Section does not cover and We will not be liable for the amount of the Section Excess stated in the Schedule being the first part of each and every claim, for Damage caused by any of the following Contingencies:

**A** Contingencies 6, 7, 8, 9, 10, 12 and 15.

**B** Contingency 14.

All claims or series of claims, arising out of any one original cause, will be treated as one claim.

## **7 Felt/Flat Roof**

It is a condition precedent to Our liability that any flat or felt on timber portion of the roof is to be inspected once every 2 years by a competent roofing contractor and any recommendations are implemented immediately.

Notwithstanding any other Excess applicable under this Section, this Section does not cover and We will not be liable for the first £500 of each and every claim, for Damage to Property insured under this Section caused by Contingency 8 as defined within this Section, in respect of any portion of the Premises roofed with felt on timber or with a flat roof.

All claims or series of claims, arising out of any one original cause will be treated as one claim.

## **8 Subsidence**

It is a condition precedent to Our liability in respect of any Damage insured under this Section caused by Contingency 14, that You will notify Us immediately of any demolition, groundwork, excavation or construction, being carried out on any adjoining site and We will then have the right to vary the terms or cancel this cover.

## Section 2: Landlords Contents

### Definitions

The definitions which apply to this Section are in addition to the General Definitions.

### Contingencies

- 1 **a Fire** but excluding Damage caused by:
  - i explosion resulting from fire;
  - ii earthquake or subterranean fire;
  - iii **a** its own spontaneous fermentation or heating; or
  - b** it undergoing any heating process or any process involving the application of heat; or
- b Lightning.**
- 2 **Explosion**
  - a** of boilers or of gas, used for domestic purposes only but excluding Damage caused by earthquake or subterranean fire; or
  - b** otherwise but excluding Damage caused by or consisting of the bursting by steam pressure, of a boiler, economiser or other vessel, machine or apparatus, in which internal pressure is due to steam only and belonging to or under Your control.
- 3 **Aircraft** or other aerial devices, or articles dropped therefrom.
- 4 **Earthquake, Subterranean Fire.**
- 5 **Riot, civil commotion**, strikers, locked out workers, persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation, excluding Damage:
  - a** caused by cessation of work; or
  - b** due to confiscation, requisition or destruction, by or by order of the government or any public authority.
- 6 **Malicious Persons** or vandals, excluding Damage:
  - a** caused by such malicious persons or vandals, acting on behalf of or in connection with any political organisation;
  - b** caused by cessation of work;
  - c** due to confiscation, requisition or destruction by or by order of the government or any public authority;
  - d** caused by Theft as defined in Contingency 7;
  - e** when the Premises are Vacant or Disused;
  - f** in respect of property in the open unless agreed otherwise by Us;
  - g** in respect of property in any structure which is incapable of being locked; or
  - h** caused by Your Employees, tenants or any other persons lawfully in Your premises.
- 7 **Theft or any attempt thereat** excluding Damage:
  - i in respect of property in the open unless agreed otherwise by Us;
  - ii when the Premises are Vacant or Disused;
  - iii in respect of property in any outbuilding detached from the main Building;
  - iv caused by Your Employees, tenants or any other persons lawfully in Your premises; or
  - v which You are able to recover from another source or which is more specifically insured.
- 8 **Storm, Tempest**, excluding Damage:
  - a** caused by the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam;
  - b** caused by inundation from the sea whether resulting from storm or otherwise;
  - c** caused by frost, subsidence, ground heave or landslip;
  - d** attributable solely to change in the water table level; or
  - e** to walls (not forming part of the structure), fences, gates or moveable property in the open or in open sided structures.
- 9 **Flood** excluding Damage:
  - a** caused by storm or tempest;
  - b** caused by escape of water from any tank, apparatus or pipe;
  - c** caused by frost, subsidence, ground heave or landslip;
  - d** attributable solely to change in the water table level; or
  - e** to walls (not forming part of the structure), fences, gates or moveable property in the open or in open sided structures.
- 10 **Escape of Water** from any tank, apparatus or pipe or escape of oil from any oil-fired heating installation, excluding Damage:
  - a** caused by water discharged or leaking, from any automatic sprinkler installations;
  - b** when the Premises are Vacant or Disused; or
  - c** from any portable oil-fired heating installation.
- 11 **Leakage of beverages** from storage containers, pipes and apparatus but excluding Damage:
  - a** occasioned by leakage of beverages from bottled stock; or

**b** to Property in any portion of the Premises which is Vacant or Disused.

**12 Impact by:**

- a** falling trees or boughs, excluding Damage caused by lopping, pruning or felling;
- b** collapse or breakage of television or radio receiving aerials or satellite dishes; or
- c** vehicles or animals.

**13 Accidental Discharge or Leakage of Automatic Sprinkler Installations**, excluding Damage caused by or attributable to:

- a** heat caused by fire;
- b** freezing when the Premises are Vacant or Disused;
- c** repairs, alterations or extensions to the structures and/or sprinkler installations; or
- d** defects in construction or condition, of which You are aware.

**14 Subsidence, Ground Heave and Landslip**

Subsidence or ground heave, of any part of the site on which the Premises stand and landslip, but excluding:

- a** Damage to yards, car parks, roads, pavements, swimming pools, walls, gates and fences, unless also affecting a structure insured hereby;
- b** Damage caused by or consisting of:
  - i** the normal bedding down or settlement of new structures;
  - ii** the settlement or movement of made-up ground;
  - iii** coastal or river erosion;
  - iv** defective, design or workmanship or the use of defective materials; or
  - v** fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe;
- c** Damage which commenced prior to the Effective Date (as stated in the Schedule); or
- d** Damage resulting from:
  - i** demolition, construction, structural alteration or repair of any property; or
  - ii** groundworks or excavation, at the same Premises.

**15 Any Accidental Cause** excluding:

- a** Damage:
  - i** caused by or specifically excluded in the Contingencies 1-14; or
  - ii** caused by theft or any attempt thereat, not involving;

- a** entry to or exit from structures, at the Premises by forcible and violent means; or
- b** violence or threat of violence, to You or any director or any partner or Employee of Yours, or their families;

- b** Damage to the Property insured caused by or consisting of:
  - i** inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials; or
  - ii** faulty or defective workmanship, operational error or omission, on the part of You or any of Your Employees, but this will not exclude subsequent Damage which results from a cause not otherwise excluded by this Policy;
- c** Damage caused by or consisting of:
  - i** corrosion, rust, wet or dry rot, shrinkage, evaporation, leakage, loss of weight, dampness, contamination, fermentation, dryness, marring, scratching, vermin or insects; or
  - ii** change in temperature, colour, flavour, texture or finish, action of light,  
Damage consisting of:
    - iii** joint leakage, failure of welds, cracking, fracturing, collapse or overheating, of boilers, economisers, superheaters, pressure vessels, or any range of steam and feed piping in connection therewith; or
    - iv** mechanical or electrical breakdown or derangement, in respect of the particular machines, apparatus or equipment, in which such breakdown or derangement originates, but this will not exclude:
      - i** such Damage not otherwise excluded by this Policy which itself results from any other Damage not otherwise excluded by this Policy; or
      - ii** subsequent Damage which itself results from a cause not otherwise excluded by this Policy (unless more specifically insured);
- d** Damage caused by or consisting of:
  - i** subsidence, ground heave or landslip;
  - ii** normal settlement or bedding down of new structures;
  - iii** acts of fraud or dishonesty;
  - iv** disappearance, unexplained or inventory shortage, misfiling or misplacing of information; or
  - v** electrical or magnetic injury, disturbance or erasure, of electronic records;
- e** destruction of or damage to a building or structure, caused by its own collapse or cracking;



- f** Damage in respect of movable property in the open or in open-sided structures, walls (not forming part of the structure), fences and gates, caused by wind, rain, hail, sleet, snow or dust;
- g** Damage to the Property insured:
  - i** caused by fire resulting from its undergoing any heating process or any process involving the application of heat; or
  - ii** (other than by fire or explosion) resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing, adjustment or repair;
- h** Damage:
  - i** caused by freezing; or
  - ii** to fixed glass and sanitary ware, in respect of any building which is Vacant or Disused;
- i** Damage in respect of:
  - i** jewellery, precious stones, precious metals, bullion or furs;
  - ii** property in transit;
  - iii** money, cheques, stamps, bonds, credit cards or securities of any description; or
  - iv** fixed Glass and Sanitary Ware:
    - a** due to repairs or alterations, being carried out at the Premises;
    - b** during installation or removal, of such Glass or Sanitary Ware; or
    - c** which was broken or cracked prior to the effective date (as stated in the Schedule);
- j** Damage in respect of:
  - i** vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;
  - ii** property or structures in the course of construction or erection and materials or supplies in connection with all such property in course of construction or erection;
  - iii** land, roads, piers, jetties, bridges, culverts or excavations; or
  - iv** livestock, growing crops or trees, unless specifically mentioned as insured by this Section; or
- k** Damage occasioned by delay, embargo, nationalisation, confiscation, requisition, seizure or destruction, by or by order of the government or any public authority.

### Landlords Contents

Fixtures and fittings (not forming a permanent part of the structure) furniture, furnishings, utensils and domestic appliances belonging to You or for which You are responsible as landlord excluding:

- a** stock and materials in trade;
- b** bills of exchange, promissory notes, money, securities, stamps, deeds, bonds or documents of any description;
- c** business books, plans, specifications, designs and computer records;
- d** jewellery, watches, furs, precious metals, precious stones or articles made from them;
- e** curios, works of art, antiques, sculptures or rare books where the value of any one article exceeds £5,000; or
- f** property more specifically insured.

### Contents of Common Parts

Landlords Contents in the common parts of the Buildings to which all tenants have access.

### Floor Coverings

Materials used to cover entire floors within rooms and other internal areas of the Premises.

### Cover

In the event of Damage to the Landlords Contents, Contents of Common Parts and Floor Coverings insured at the Premises occurring during the Period of Insurance and caused by any of the Contingencies (where stated in the Schedule), We will pay to You the value of such Property Insured or the amount of the Damage at the time of such Damage or, at Our option, reinstate or replace such property.

Provided that:

- a** Our liability under this Section in total for all claims or series of claims, arising out of any one original cause, will not exceed the Sum Insured for each item (or any other stated limit of liability); and
- b** unless otherwise stated, the Sum Insured (or any other stated limit of liability) applies in the aggregate to property collectively described by each item under this Section.

## Extensions

The insurance provided by this Section is extended to include the following:

### 1 Temporary Removal

Contents of Common Parts whilst temporarily removed from or in transit to or from the Premises for cleaning renovation repair or similar purposes but remaining in the United Kingdom, the Republic of Ireland, the Channel Islands or the Isle of Man but excluding:

- a any amount exceeding £25,000; or
- b property otherwise insured.

### 2 Replacement Locks

The cost of changing locks on doors, windows, safes and strongrooms, at the Premises following theft, where insured by this Section, of keys from the Premises or from Your home or that of any of Your partners or any of Your directors or any Employee entrusted with keys, provided that Our maximum liability under this Extension as a result of any one event of such theft will not exceed £25,000 in the Aggregate.

### 3 Removal of Debris of Tenants Contents

Irrecoverable costs and expenses necessarily incurred by You with Our consent in removing from the Premises the debris of contents (not being Your property) sustaining Damage by any of the Contingencies insured up to a limit of £25,000 in respect of any one Premises.

We will not pay for any costs or expenses:

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

### 4 Metered Water and Heating Oil

The loss of metered water or heating oil contained in a fixed installation at the Premises following Damage up to a limit of £25,000 in any one Period of Insurance.

### 5 Alternative Accommodation Costs

Costs reasonably and necessarily incurred with Our consent in respect of alternative accommodation whilst the Building is uninhabitable following Damage resulting from an insured Contingency provided that the maximum period during which payment will be made under this Extension will not exceed 24 months from the date of the Damage and Our liability will not exceed £100,000 in total for all claims or series of claims, arising out of any one original cause.

## Exclusions

This Section does not cover:

- 1 Property more specifically insured by You or on Your behalf;
- 2 Damage due to cessation of work or by confiscation or detention by customs or other officials or authorities;
- 3 Damage to any particular piece of plant or fittings of the electrical installation or appliances by self ignition, short circuit, excessive pressure, self heating or leakage of electricity unless more specifically insured under the Policy Extensions;
- 4 Damage to Glass and Sanitary Ware as defined under Section 5 of this Policy other than breakage by or arising out of fire, lightning or explosion or salvage operations consequent thereon; or
- 5 Damage to any electrical sign or its installation.

## Conditions

### 1 Index Linking

The Sums Insured by this Section are subject to Index Linking.

### 2 Limit of Liability

The maximum amount payable in respect of any Item insured under this Section is the Sum Insured stated in the Schedule for each item plus Index Linking.

### 3 Basis of Claims Settlement

The Basis of Settlement for each and every Item under this Section will be on a Reinstatement Basis. We may at Our option reinstate or replace the property or any part thereof.

### 4 Automatic Reinstatement of Sum Insured

We will in the event of Damage under this Section automatically reinstate the Sum Insured unless there is written notice by Us to the contrary provided that:

- a You agree to pay the appropriate additional premium; and
- b You will take immediate steps to carry out any alterations to the protections of the Premises which We may require.

### 5 Excess

This Section does not cover and We will not be liable for the amount of the Section Excess stated in the Schedule being the first part of each and every claim, for Damage caused by Contingencies 6, 7, 8, 9, 10, 12 and 15.

All claims or series of claims, arising out of any one original cause, will be treated as one claim.

## 6 Felt/Flat Roof

It is a condition precedent to Our liability that any flat or felt on timber portion of the roof is to be inspected once every 2 years by a competent roofing contractor and any recommendations are implemented immediately.

Notwithstanding any other Excess applicable under this Section, this Section does not cover and We will not be liable for the first £500 of each and every claim, for Damage to Property Insured under this Section caused by Contingency 8 as defined within this Section, in respect of any portion of the Premises roofed with felt on timber or with a flat roof.

All claims or series of claims, arising out of any one original cause will be treated as one claim.

## 7 Subsidence

It is a condition precedent to Our liability in respect of any Damage insured under this Section caused by Contingency 14, that You will notify Us immediately of any demolition, groundwork, excavation or construction, being carried out on any adjoining site and We will then have the right to vary the terms or cancel this cover.

# Section 3: Public Liability

## Definitions

The definitions which apply to this Section are in addition to the General Definitions.

### Business

The Business as shown in the Schedule includes:

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

### Employee

Any person while working for You in connection with the Business who is:

- a under a contract of service or apprenticeship with You;
- b a person under a contract of service or apprenticeship with some other employer and who is hired to, or borrowed by, You;
- c a labour master or person supplied by a labour master;
- d a person engaged by a labour only sub contractor;
- e a self employed person performing work under a similar degree of control and direction by You as a person under a contract of service or apprenticeship with You;
- f a driver or operator of hired in plant;
- g a trainee or person undergoing work experience; or
- h a voluntary helper.

### Territorial Limits

- a The United Kingdom, the Channel Islands and the Isle of Man; and
- b elsewhere in the world for visits in connection with the Business undertaken by You or any of Your directors or Employees normally resident in a above, in respect of the performance of non manual work other than the collection and delivery of goods or the erection and dismantling of estate agency boards and signs.

### Cover

In the event of the Contingency described below We will indemnify You against the following:

- a all sums which You become legally liable to pay for compensation and claimants costs and expenses in respect of the Contingency in connection with the Business;

- b all costs and expenses of litigation incurred with Our prior written consent in respect of a claim against You to which the indemnity expressed in this Section applies; and
- c the payment of the solicitors fee incurred with Our written consent for representing You at proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in the Contingency which may be the subject of indemnity under this Section or at any Coroners Inquest or Fatal Accident Inquiry in respect of such Contingency.

## Contingency

### 1 Public Liability and Property Owners Liability

- a accidental Bodily Injury to any person other than an Employee if such injury arises out of and in the course of their employment by You;
- b accidental Damage to Property not belonging to You or in Your charge or under Your control or that of any Employee;
- c accidental obstruction, trespass, nuisance or interference with any easement of air, light, water or way; or
- d wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy

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

Our liability for all compensation (excluding costs) payable under Contingency 1 (Public Liability and Property Owners Liability) to any claimant or number of claimants in respect of or arising out of any one event or all events of a series consequent on one original cause will not exceed the Indemnity Limit stated in Section 3 of the Schedule.

## Extensions

### 1 Cross Liabilities

Where You comprise more than one party, We will treat each party as if a separate policy had been issued to each provided that nothing in this Extension will increase Our liability beyond the amount for which We would have been liable had this Extension not applied.

### 2 Motor Contingent Liability

Despite Exclusion 4 of this Section We will indemnify You in respect of liability arising out of the use of any motor vehicle not belonging to or provided by You and being used in the course of the Business anywhere in the United Kingdom, the Channel Islands and the Isle of Man:

Provided that this indemnity will not apply:

- a** in respect of Damage to the vehicle or any property contained therein;
- b** whilst the vehicle is being driven
  - i** by You;
  - ii** with Your consent by any person who does not hold a licence to drive such a vehicle; or
  - iii** to liability which is insured or would but for the existence of this Section be insured under any other insurance.

### 3 Defective Premises Act 1972

The indemnity provided by this Section is extended to indemnify You in respect of legal liability incurred by You under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, in connection with any business premises or land, disposed of by You.

Provided that this Extension will not apply to:

- a** the cost of rectifying any damage or defect, in the premises or land disposed of; or
- b** legal liability for which you are entitled to indemnity under any other policy.

### 4 Compensation for Court Attendance

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

- a** £500 for You or any of Your directors or Your partners;
- b** £250 for any Employee.

### 5 Additional Persons Insured

We will subject to the terms of this Section indemnify:

- a** in the event of the death of any person entitled to indemnity under this Section the deceaseds legal personal representatives but only in respect of liability incurred by such deceased person;
- b** at Your request:
  - i** any principal in respect of liability arising out of the performance by You of any agreement entered into by You with the principal to the extent required by such agreement;
  - ii** any of Your directors Your partners or Employees in respect of liability arising in connection with the Business provided that You would have been entitled to indemnity under this Section if the claim had been made against You;

- iii** any officer committee or member of Your canteen, sports, social or welfare organisations, fire, security, first aid, medical or ambulance services in their respective capacities as such;
- iv** any of Your directors or senior officials in respect of private work undertaken by any Employee for that director or senior official.

Provided that:

- i** such persons are not entitled to indemnity under any other policy covering such liability;
- ii** each person will as though they were You observe, fulfil and be subject to the terms of this Policy insofar as they can apply;
- iii** We will retain sole conduct and control of any claim; and
- iv** where We are required to indemnify more than one party Our total liability will not exceed the relevant Indemnity Limit.

### 6 Worldwide Personal Liability

We will subject to the terms of this Section indemnify any person mentioned in Extension 5 paragraph **b** above or his or her spouse/civil partner during temporary visits anywhere in the world in connection with the Business but excluding liability arising from such a person owning or occupying land or buildings, or carrying on any trade or profession.

### 7 Contractors Contingent Liability

We will subject to the terms of this Section indemnify You in respect of liability arising out of minor work carried out by bona-fide contractors in the form of decorations, repairs and routine maintenance.

Provided that:

- a** such persons are not entitled to indemnity under any other policy covering such liability; and
- b** Our maximum liability will not exceed the Indemnity Limit stated in Section 3 of the Schedule.

### 8 Contractual Liability

If You, by agreement, assume liability which would not otherwise have attached, the cover under this Section will only apply if We have sole conduct and control of all claims but excluding liability:

- a** for liquidated damages or under any penalty clause;
- b** arising from any contract which involves work outside the United Kingdom, the Channel Islands and the Isle of Man; or
- c** for Damage to property caused by those risks against which You are required to effect insurance by reason of Clause 21.2.1.of the Standard Form of Building Contract issued by the Joint

Contracts Tribunal or any subsequent revision or substitution or any other contract condition incorporating a similar requirement.

## 9 Health and Safety at Work etc. Act 1974

We will indemnify You and at Your request any of Your directors or Your partners or any Employee against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the Business during the Period of Insurance. We will also pay the prosecution costs awarded and the costs incurred with its written consent in appealing against any judgement given.

Provided that:

- a this indemnity will not apply to the payment of fines or penalties;
- b the prosecution relates to the health safety and welfare of any person other than an Employee; and
- c proceedings arise from an incident which relates to a claim or potential claim under this Section.

## 10 Data Protection Act 1998

We will indemnify You and at Your request any of Your directors or partners or any Employee against the sums which You or any of Your directors or partners or any Employee become(s) legally liable to pay as damages under Section 13 of the Data Protection Act 1998 for Damage or distress caused in connection with the Business during the Period of Insurance provided that You are:

- a registered in accordance with the terms of the Data Protection Act 1998; and
- b not in business as a computer bureau.

The total amount payable including all costs and expenses under this Extension in respect of all claims occurring during any one Period of Insurance is limited to £1,000,000.

The indemnity provided by this Extension will not apply to:

- i any damage or distress, caused by any deliberate act or omission by You the result of which could reasonably have been expected by You having regard to the nature and circumstances of such act or omission;
- ii any damage or distress, caused by any act of fraud or dishonesty;
- iii the costs and expenses of rectifying rewriting or erasing data;

- iv liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person; or
- v the payment of fines or penalties.

## 11 Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You against legal costs and expenses, incurred with Our prior written consent, in defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought in respect of a charge, or investigations in connection with a charge, of corporate manslaughter or corporate homicide, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands, committed or alleged to be committed in the course of the Business during the Period of Insurance.

Provided that:

- a Our liability under this Extension will be limited to a maximum amount of £1,000,000 in the aggregate and in any one Period of Insurance;
- b this Extension will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
- c We must consent to the appointment of any solicitor or counsel, acting on Your behalf;
- d You must immediately notify Us of receipt of any summons or other process, served upon You, which may give rise to proceedings arising from the cover under this Extension; and
- e before We consent to fund any appeal, advice must have been received from Counsel that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by Us will be supplied by You.

It is understood that We will have no liability under this Extension:

- i if You have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide;
- ii for any fines or penalties, of any kind; or
- iii where You can obtain indemnity for the costs of defending a criminal proceeding in relation to corporate manslaughter or corporate homicide from any other source or insurance or where but for the existence of this Extension You would have obtained indemnity from any other source or insurance.

## Exclusions

This Section will not apply to liability in respect of:

- 1 the ownership, possession or use by You of any buildings not insured under Section 1 of this Policy unless otherwise stated in the Schedule;
- 2 the ownership, possession or use by You of any land unless We have agreed to provide cover in respect of such land;
- 3 accidental Bodily Injury or Damage arising out of manual work away from Your Premises, other than collection or delivery or the erection and dismantling of estate agency boards and signs;
- 4 accidental Bodily Injury or Damage arising from the ownership, possession or use by You or on Your behalf of:
  - a any mechanically propelled vehicle (including any type of machine on wheels or caterpillar tracks) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation (except the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer when You are not entitled to indemnity under any other policy); or
  - b any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space or the loading or unloading of such vessel or craft;
- 5 accidental Bodily Injury or Damage arising from or caused by any professional negligence, wrongful or inadequate treatment, examination, prescription, advice by You or anyone acting on Your behalf;
- 6 any goods which You supply, install, erect, repair, alter or treat;
- 7 the cost of rectifying or replacing defective work;
- 8 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 will be deemed to have occurred at the time such incident takes place.

Our liability in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance will not exceed in the aggregate the Indemnity Limit shown in the Schedule.

For the purpose of this Exclusion "Pollution or Contamination" means:

- a all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
  - b all Damage or Bodily Injury directly or indirectly caused by such pollution or contamination;
- 9 Damage to any commodity, article or thing supplied installed or erected by You if such Damage is attributable to any defect therein or the harmful nature or unsuitability thereof;
  - 10 We will not be liable for the amount of the Excess stated in the Schedule for each and every claim in respect of Damage to Property.

# Section 4: Rent Receivable

## Definitions

The definitions which apply to this Section are in addition to the General Definitions.

### Indemnity Period

The period beginning with the occurrence of the Damage and ending not later than the number of months stated in the Schedule during which the Rent Receivable is affected as a result of the Damage.

### Rent Receivable

The money including service charges paid or payable to You from the letting of Premises specified in the Schedule.

### Additional Expenditure

The additional expenditure necessarily and reasonably incurred with Our consent.

### Outstanding Debit Balances

The money owed to You by Your customers at the date of the Damage taking into account:

- a bad debts;
- b debit and credit amounts owed and not passed through the books during the period between the last record and the date of the Damage;
- c abnormal trading conditions affecting the Business; and
- d Your last record of amounts owed by customers.

## Cover

### 1 Loss of Rent

If any property owned by You or for which You are responsible sustains Damage, for which liability has been admitted under Sections 1 or 2, causing an interruption of the Business which results in loss of Rent Receivable We will indemnify You for the:

- a amount by which the Rent Receivable during the Indemnity Period, as a result of Damage, falls short of the Rent Receivable which would have been received during the Indemnity Period had no Damage occurred;
- b Additional Expenditure for the sole purpose of avoiding or diminishing the reduction in Rent Receivable during the Indemnity Period as a result of the Damage, not exceeding the amount of Rent Receivable thereby avoided;

less any sum saved during the Indemnity Period in respect of charges or expenses payable out of Rent Receivable which cease or are reduced as a result of the Damage and provided that Our liability in respect of each Item on Rent Receivable will not exceed 200% of the Sum Insured.

## Extensions

Any loss in respect of Rent Receivable as insured by this Section is extended to include interruption of the Business as a result of:

### 1 Boiler Explosion

Damage resulting from the explosion of any boiler or economiser on the Premises belonging to You or under Your control.

### 2 Prevention of Access

Damage to property:

- a in the vicinity of the Premises caused by any of the Contingencies insured under Section 1 or Section 2 which prevents or hinders use of or access to the Premises;
- b at the premises of Your managing agents in the United Kingdom, the Channel Islands or the Isle of Man.

### 3 Loss of Book Debts

If Your account books or other business books or records whilst on Your Premises or temporarily removed to any premises in the United Kingdom, Republic of Ireland, the Isle of Man or the Channel Islands or in transit between them, sustain Damage from any of the Contingencies insured under Section 1 of this Policy which results in Your inability to trace or establish the Outstanding Debit Balances We will pay You:

- a the difference between the Outstanding Debit Balances and the total of the amounts received or traced in respect thereof; and
- b the additional expenditure incurred with Our consent in tracing and establishing customers debit balances after the Damage.

Provided that if the Sum Insured stated in the Schedule is less than the Outstanding Debit Balances the amount payable will be proportionately reduced.

This loss of Book Debts Extension does not cover loss as a result of:

- i erasure or distortion of information on computer systems or other records:
  - a due to the presence of a magnetic flux or whilst mounted in or on any machine or data processing apparatus unless caused by Damage to said machine or apparatus;
  - b due to defects in such records
- ii deliberate falsification of business records;
- iii mislaying or misfiling of tapes and records;
- iv the deliberate act of the public supply undertaking in restricting or withholding electricity supply;



- v wear and tear and gradual deterioration, vermin, rust, damp or mildew; or
- vi dishonest or fraudulent acts by any of Your employees.

Condition applicable to this Extension

You will record the total amount of Outstanding Debit Balances at least once every seven days and keep a copy;

- a in a locked, fire resistant safe or cabinet at the Premises; or
- b away from the Premises.

#### 4 Public Utilities

- a accidental failure of public supplies of electricity, gas or water at the terminal ends of the utilities service feeders to the Premises not occasioned by:
  - i Your wilful act or neglect;
  - ii a deliberate act of the supply undertaking unless for the sole purpose of safeguarding life or protecting any part of the supply undertaking system;
  - iii a scheme of rationing unless solely necessitated by accidental Damage to the supply undertakings generating or supply equipment;
  - iv any industrial action or drought; or
  - v any failure of supply lasting for less than thirty minutes;
- b Damage to Property at any land based premises of the public telecommunications undertaking from which You obtain telecommunications services.

#### 5 Professional Accountants Charges

Any particulars or details in Your books of account or other information or evidence which We may require under the conditions of this Policy for the purpose of investigating or verifying any claim may be produced by professional accountants if, at any time, they are regularly acting as such for You and their report will be prima facie evidence of the particulars and details to which such report relates.

We will pay the reasonable charges payable by You to the accountants for producing such information.

#### 6 Automatic Rent Review

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

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

#### 7 Waiver of Subrogation Rights

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

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

in each case as defined by current legislation:

- c any tenant of the Premises unless the Damage:
  - i has been occasioned or contributed to the fraudulent, criminal or malicious act of such tenant;
  - ii has been caused by impact by any road vehicle belonging to or under the control of the tenant or his employees; or
  - iii has occurred to parts of the Premises not leased or rented by such tenant (other than common parts which may be used by all tenants).

#### 8 Contingency Rent Extensions for Landlords Protection

Where there is provision in the lease agreed between You and lessee of the Premises for an abatement of rent in the event of any loss as described below or where the Rent Receivable is reduced as a direct consequence of the turnover of the lessees business being reduced by any such loss or in respect of any Premises where there are no leases or licences in force at the date of any such loss the insurance by the item on Rent Receivable is extended to include the following, subject to Our liability not exceeding £500,000 for all losses or series of losses arising directly from the same originating cause:

##### a Denial of Access

Loss as insured caused by prevention or hindrance of access to the Premises or prevention of use of the Premises in consequence of any property or rights of way in the immediate vicinity of the Premises being:

- i occupied by terrorists or persons thought to be terrorists;
- ii unlawfully occupied by third parties except in the course of a dispute between any employer and employee or group of workers;

- iii thought to contain or actually containing a harmful device, provided that the police are immediately informed; or
- iv closed down or sealed off in accordance with instructions issued by the police or by any other statutory body except where the cause of such closure or sealing is due to the condition of the Premises or the business carried on within the Premises; Your or lessees non compliance with a prior order of the police or any statutory body; action taken as a result of drought or diseases or other hazards to health.

Provided that:

- i We will not be liable for loss arising from any cause within Your control or lessee or loss which is the direct result of repairs or maintenance being carried out to property as a result of inherent defect or wear and tear;
- ii the cover provided by item i of this Extension is not subject to General Exclusion 1 of this Policy in respect of terrorism; and
- iii where Denial of Access is caused by the threat of terrorism Our limit of liability is £100,000 for all losses or series of losses arising directly from the same originating cause;

**b Disease, Vermin, Defective Sanitary Arrangements, Murder and Suicide**

loss as insured arising from the closure of the Premises or any part thereof on the order or advice of any local or governmental public authority due to any occurrence of the following at the Premises:

- i
  - a acute encephalitis, acute poliomyelitis, anthrax, chickenpox, cholera, diphtheria, dysentery, legionellosis, legionnaires disease, leprosy, leptospirosis, malaria, measles meningococcal infection, mumps, ophthalmia neonatorum, paratyphoid fever, bubonic plague, rabies, rubella, scarlet fever, smallpox, tetanus, typhoid fever, viral hepatitis, whooping cough or yellow fever;
  - b any discovery of an organism likely to result in the occurrence of a disease listed in a above; or
  - c disease listed in a above attributable to food or drink supplied from the Premises;
- ii the discovery of vermin or pests;
- iii any accident causing defects in the drains or other sanitary arrangements; or
- iv any occurrence of murder or suicide.

Provided that:

- i for the purposes of this Extension the Indemnity Period will commence from the date on which the Premises or any part thereof is closed on the order or advice of the local or governmental public authority; and
- ii We will not be liable under this Extension:
  - a for any costs incurred in the cleaning, repair, replacement, recall or checking of property;
  - b for loss arising at Premises which are not wholly or partially closed on the order or advice of the local governmental public authority;

**c Failure of Utilities**

Loss as insured caused by the failure of the supply of:

- i electricity at the terminal ends of the supply authority's service feeders at the Premises;
  - ii gas at the supply authority's meters at the Premises;
  - iii water at the supply authority's main stop cock serving the Premises; or
  - iv land based telecommunications
- by any accidental cause other than the deliberate act of any supply authority or by any such authority exercising its power to withhold or restrict supply or by drought.

**9 Loss of Attraction**

Damage to buildings or other property in the immediate vicinity of the Premises which would have such an effect on the business carried on at the Premises that:

- a an agreement to lease the Premises or any part of the Premises in course of negotiation or review is avoided or amended and the Rent Receivable is reduced; or
  - b the turnover of any lessees business is affected and Rent Receivable is reduced;
- subject to Our liability not exceeding £250,000 for all losses or series of losses arising directly from the same originating cause.

## Conditions

### 1 Limit of Liability

The maximum amount payable in any one Period of Insurance in respect of any item insured under this Section is the Sum Insured stated under Section 4 in the Schedule for each item.

### 2 Automatic Reinstatement of Sum Insured

Unless there is written notice by Us to the contrary in the event of Damage under this Section We will automatically reinstate the Sum Insured provided that You undertake to pay the appropriate additional premium.

### 3 First Financial Year

In the event of Damage occurring before expiration of the first financial year of the Business the results of the Business to date of the Damage will be used as a basis on which to assess what the Rent Receivable for the first financial year would have been had the Damage not occurred.

### 4 Payment on Account

In the event of Damage We will if requested by You make payments on account during the Indemnity Period.

### 5 Unoccupied Buildings

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

## Section 5: Glass and Sanitary Ware

### Sub-Section 1: Glass and Sanitary Ware

#### Definitions

The definitions which apply to this Sub-Section are in addition to the General Definitions.

#### Glass

All fixed external and internal glass (including shelves, showcases and mirrors) forming part of the structure of the Premises excluding any such glass in shop, showroom, or office fronts.

#### Sanitary Ware

Fixed baths, washbasins, pedestals, bidets, shower trays, sinks, lavatory pans and cisterns.

#### Cover

In the event of breakage of Glass or Sanitary Ware for which You are responsible at the Premises We will replace such property or at Our option pay You the cost of replacement.

We will not be liable to replace or pay for the replacement of such property exactly but only as nearly as circumstances permit.

### Sub-Section 2: Glass in Shop Fronts

#### Definitions

The definitions which apply to this Sub-Section are in addition to the General Definitions.

#### Shop Front Glass

All fixed external glass forming part of shop, showroom, or office fronts of the Premises.

#### Cover

In the event of breakage of Shop Front Glass for which You are responsible at the Premises We will:

- a replace such broken Shop Front Glass with glass of a similar manufacture and quality; or
- b where required by legislation with glass of a superior quality in accordance with the appropriate British Standard; or
- c at Our option pay You the cost of replacement.

### Extensions to Sub-Sections 1 & 2

We will also indemnify You in respect of:

- 1 any boarding up costs reasonably incurred following breakage of Glass;
- 2 damage to frames or framework following breakage of Glass;
- 3 the cost of removal or replacement of fixtures and fittings necessarily incurred to effect replacement of Glass as a result of breakage;
- 4 the cost of replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on Glass following breakage of Glass; and
- 5 accidental damage to goods incidental to the Business caused by breakage of Glass in display windows.

Provided that Our total liability under Extensions 2, 3, 4 and 5 will not exceed the Sum Insured shown in the Schedule for any one incident.

### Exclusions to Sub-Sections 1 & 2

These Sub-Sections do not cover breakage or Damage:

- 1 by or arising out of fire, lightning or explosion or preventive or salvage operations consequent thereon;
- 2 occurring during removal or installation or arising out of repairs or alterations being carried out at the Premises;
- 3 caused in connection with theft of property from the Premises unless We have agreed to indemnify You in respect of such theft under Section 1 or Section 2 of this Policy;
- 4 of any item flawed or broken at the commencement of this insurance; or
- 5 in any portion of the Building which is Vacant or Disused.

### Condition Applicable to Sub-Sections 1 & 2

- 1 We will not be liable for the amount of the Excess stated in the Schedule for each and every claim.

## Section 6: Employers Liability

### Definitions

The definitions which apply to this Section are in addition to the General Definitions.

### Business

The Business as shown in the Schedule includes:

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

### Territorial Limits

- a The United Kingdom, the Channel Islands and the Isle of Man; and
- b elsewhere in the world for visits in connection with the Business undertaken by You or any of Your directors or Employees normally resident in a above, in respect of the performance of non manual work other than the collection and delivery of goods or the erection and dismantling of estate agency boards and signs.

### Employee

Any person while working for You in connection with the Business who is:

- a under a contract of service or apprenticeship with You;
- b a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by You;
- c a labour master or person supplied by a labour master;
- d a person engaged by a labour only sub contractor;
- e a self employed person performing work under a similar degree of control and direction by You as a person under a contract of service or apprenticeship with You;
- f a driver or operator of hired in plant;
- g a trainee or person undergoing work experience; or
- h a voluntary helper.

### Cover

In the event of the Contingency described below We will indemnify You against the following:

- a all sums which You become legally liable to pay for compensation and claimants costs and expenses in respect of the Contingency in connection with the Business;

- b all costs and expenses of litigation incurred with Our written consent in respect of a claim against You to which the indemnity expressed in this Section applies; and
- c the payment of the solicitors fee incurred with Our written consent for representing You at proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in the Contingency which may be the subject of indemnity under this Section or at any Coroners Inquest or Fatal Accident Inquiry in respect of such Contingency.

### Contingency

#### 1 Employers Liability

Bodily Injury caused during the Period of Insurance to any Employee if such Bodily Injury arises out of and in the course of their employment by You.

Our liability for all compensation, legal costs and expenses and solicitors fees payable under Contingency 1 (Employers Liability) to any claimant or number of claimants in respect of or arising out of any one event or all events of a series consequent on one original cause will not exceed the Indemnity Limit stated in Section 6 of the Schedule.

### Extensions

#### 1 Additional Persons Insured

We will subject to the terms of this Section indemnify:

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

Provided that:

- i such persons are not entitled to indemnity under any other policy covering such liability;
- ii each person will as though they were You observe fulfil and be subject to the terms of this Policy insofar as they can apply;
- iii We will retain sole conduct and control of any claim; and
- iv where We are required to indemnify more than one party Our total liability will not exceed the relevant Indemnity Limit.

## 2 Health and Safety at Work, etc. Act 1974

We will indemnify You and at Your request any of Your directors or partners or any Employee against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the Business during the Period of Insurance. We will also pay the prosecution costs awarded and the costs incurred with Our written consent in appealing against any judgement given.

Provided that:

- a this indemnity will not apply to the payment of fines or penalties;
- b the prosecution relates to the health safety and welfare of Employee(s); and
- c proceedings arise from an incident which relates to a claim or potential claim under this Section.

## 3 Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by any Employee in respect of Bodily Injury caused during any Period of Insurance and arising out of and in the course of employment by You in the Business against any company or individual operating from premises within the United Kingdom, the Channel Islands or the Isle of Man in any Court situate in those territories and remaining unsatisfied in whole or in part six months after the date of such judgement We will at Your request indemnify up to the Indemnity Limit the said Employee or their personal representative up to the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided that:

- a there is no appeal outstanding; and
- b if any payment is made hereunder the Employee or the personal representative of the Employee will assign the judgement to Us.

## 4 Injury to Working Partners

In respect of Bodily Injury sustained by any working partner We will deem such partner to be an Employee provided that We will only be liable under this Extension where:

- a the Bodily Injury is sustained whilst such partner is working in connection with the Business; and
- b the Bodily Injury is caused by the negligence of another partner or Employee whilst working in the Business.

## 5 Compensation for Court Attendance

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

- a £500 for You or any of Your directors or Your partners;
- b £250 for any Employee.

## 6 Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You against legal costs and expenses, incurred with Our prior written consent, in defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought in respect of a charge, or investigations in connection with a charge, of corporate manslaughter or corporate homicide, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands, committed or alleged to be committed in the course of the Business during the Period of Insurance.

Provided that:

- a Our liability under this Extension will be limited to a maximum amount of £1,000,000 in the aggregate and in any one Period of Insurance;
- b this Extension will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
- c We must consent to the appointment of any solicitor or counsel, acting on Your behalf;
- d You must immediately notify Us of receipt of any summons or other process, served upon You, which may give rise to proceedings arising from the cover under this Extension; and

- e before We consent to fund any appeal, advice must have been received from Counsel that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by Us will be supplied by You.

It is understood that We will have no liability under this Extension:

- i if You have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide;
- ii for any fines or penalties, of any kind; or
- iii where You can obtain indemnity for the costs of defending a criminal proceeding in relation to corporate manslaughter or corporate homicide, from any other source or insurance or where but for the existence of this Extension You would have obtained indemnity from any other source or insurance.

### Conditions

#### 1 Right of Recovery

The Indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the United Kingdom, the Channel Islands or the Isle of Man.

However, You will repay Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law.

#### 2 Certificate of Employers Liability Insurance

If this Policy or Section is cancelled, any Certificate of Employers Liability Insurance will be cancelled from the same date.

### Exclusions

We will not be liable under this Section in respect of Bodily Injury:

- 1 caused to any Employee (other than the driver) being carried in or upon a vehicle or entering or getting onto or alighting from a vehicle where Bodily Injury is caused by or arises out of the use by You of a vehicle on a road. For the purpose of this Exclusion the expressions “vehicle”, “use” and “road” will have the same meanings as in Part VI of the Road Traffic Acts 1988; or
- 2 arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform will be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform.

# Section 7: Commercial Legal Expenses

## Definitions

The definitions which apply to this Section are in addition to the General Definitions.

## Appointed Representative

The Preferred Law Firm or Tax Consultancy, law firm, accountant or other suitably qualified person DAS will appoint on the Insured Person's behalf.

## Costs and Expenses

- a All reasonable and necessary costs chargeable by the Appointed Representative and agreed by DAS in accordance with the DAS Standard Terms of Appointment.
- b The costs incurred by opponents in civil cases if the Insured Person has been ordered to pay them, or the Insured Person pays them with the agreement of DAS.

## Countries Covered

- a For Insured Incidents B Legal Defence (excluding 5 Statutory Notice Appeals), and H 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.
- b For all other Insured Incidents:  
The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands.

## DAS

DAS Legal Expenses Insurance Company Limited.

## DAS Standard Terms of Appointment

The terms and conditions (including the amount of fees that 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.

## Date of Occurrence

- a For civil cases (other than under Insured Incident I. 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.)
- b For criminal cases, the date the Insured Person began, or is alleged to have begun, to break the law.

- c For Insured Incident C. 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.
- d For Insured Incident I. 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.
- e For Insured Incident B. Legal Defence 5. 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 directors, partners, managers, employees and any other individuals declared to DAS by You.

## Preferred Law Firm or Tax Consultancy

A law firm, barristers' chambers or tax experts 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 the DAS agreed service standard levels, which DAS audit regularly. They are appointed according to the DAS Standard Terms of Appointment.

## Reasonable Prospects

- a 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' behalf, will assess whether there are Reasonable Prospects.
- b 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%.



### Rent Arrears

Unpaid rent that is owed to You under a tenancy agreement, or would have been owed to You but for the breach of a tenancy agreement to let Your property: where DAS have accepted Your claim under Insured Incident J (b) Repossession.

### 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.

### The Premises

The property or properties which are owned by You or are Your responsibility and insured as declared to us and let under a tenancy agreement which is in writing, properly executed and containing an enforceable forfeiture clause.

### 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.

### Making a Claim

If Your issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this Section, phone DAS on 0345 878 5024 and DAS will give You a reference number. At this point DAS will not be able to tell You whether the claim is covered or not but DAS will pass the information You have given DAS to their claims-handling teams and explain what to do next.

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

### Cover

Claims under this Section are administered and managed by DAS on Our behalf.

The legal advice service is provided by DAS Law Limited and/or a Preferred Law Firm on behalf of DAS.

We agree to provide the insurance described in this Section for the Insured Person in respect of any Insured Incident arising in connection with the Business shown in the Schedule, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this Section and Policy.

Provided that:

- 1 Reasonable Prospects exist for the duration of the claim;
- 2 the Date of Occurrence of the Insured Incident is during the Period of Insurance; or;
- 3 during the currency of a previous equivalent legal expenses insurance, provided that:
  - i the previous legal expenses insurance policy required You to report claims during its currency;
  - ii You could not have notified a claim previously as You could not have reasonably been aware of the Insured Incident;
  - iii cover has been continuously maintained in force;
  - iv DAS will not cover any claim that should have been covered under a previously operative legal expenses insurance policy;
  - v the available limit of indemnity will be limited to the lesser of the sums payable under this or Your previous policy;
- 4 any legal proceedings will be dealt with by a court, or other body which DAS agree to, within the Countries Covered;
- 5 the Insured Incident happens within the Countries Covered; and
- 6 The premium has been paid.

### What We Will Pay

We will pay an Appointed Representative, on Your behalf Costs and Expenses incurred following an Insured Incident, and any compensation awards that DAS have agreed to, provided that:

- 1 the most We will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is shown as the Indemnity Limit in the Schedule;
- 2 the most We 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;
- 3 in respect of an appeal or the defence of an appeal, You must tell DAS within the time limits allowed that You want to appeal. Before We pay the Costs and Expenses for appeals, DAS must agree that Reasonable Prospects exist;
- 4 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;
- 5 where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most We will pay in Costs and Expenses is the value of the likely award; and

- 6 in respect of Insured Incident B Legal Defence 6. Jury Service and Court Attendance the maximum We will pay is the Insured Person’s net salary or wages for the time that the Insured Person is absent from work less any amount You, the court or tribunal pays.

**What We will not pay**

- 1 In the event of a claim, if You decide not to use the services of a Preferred Law Firm or Tax Consultancy, You will be responsible for any costs that fall outside the DAS Standard Terms of Appointment and these will not be paid by Us.
- 2 The total of the compensation awards payable by Us will not exceed £1,000,000 in any one Period of Insurance.
- 3 The first £500 of any contract dispute claim where the amount in dispute exceeds £5,000 (including VAT). If You are using a Preferred Law Firm, You will be asked to pay this within 21 days of Your claim having been assessed as having Reasonable Prospects. If You are using Your own law firm, this will be within 21 days of their appointment (following confirmation Your claim has Reasonable Prospects). If You do not pay this amount the cover for Your claim may be withdrawn.

**Insured Incidents**

**A Employment Disputes and Compensation Awards**

**1 Employment Disputes**

We will pay 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.

**Exclusions**

We will not pay any claim relating to the following:

- 1 unless equivalent legal expenses insurance was continuously in force immediately prior to the commencement of cover under this Section:
  - a any dispute where the originating cause of action arises within the first 90 days of the commencement of cover under this Section;
  - b any dispute with an employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the commencement of cover under this Section, if the Date of Occurrence was within the first 180 days of the commencement of cover under this Section; or
  - c any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the commencement of cover under this Section;
- 2 damages for personal injury or loss of or damage to property; or
- 3 Transfer of Undertakings (TUPE) or the Transfer of Employment (Pension Protection) Regulations.

**2 Compensation Awards**

We 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 A1 Employment Disputes.

Provided that:

- a in cases relating to performance and/or conduct, You have throughout the employment dispute either:
  - i followed the ACAS Code of Disciplinary and Grievance Procedures; or
  - ii followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
  - iii sought and followed advice from DAS legal advice service;
- b for an order of compensation following Your breach of statutory duty under employment legislation You have at all times sought and followed advice from DAS legal advice service since the date when You should have known about the employment dispute;

- c for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, You have sought and followed advice from the DAS claims department before starting any redundancy process or procedure with Your employees;
- d 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 the compensation awards payable by Us is £1,000,000 in any one period of insurance. Please see What We will not pay.

### Exclusions

We will not pay any claim relating to the following:

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

### 3 Employee Civil Legal Defence

We will pay Costs and Expenses to defend the Insured Person's (other than Your) legal rights if an event arising from their work as an employee leads to civil action being taken against them:

- a under legislation for unlawful discrimination; or
- b as trustee of a pension fund set up for the benefit of Your Employees.

We will only provide cover for an Insured Person (other than You) at Your request.

### 4 Service Occupancy

We will pay Costs and Expenses to pursue a dispute with an employee or ex-employee to recover possession of premises owned by, or for which You are responsible.

#### Exclusion

We will not pay any claim relating to defending Your legal rights other than defending a counter-claim.

### B Legal Defence

We will pay Costs and Expenses to defend the Insured Person's legal rights for:

#### 1 Criminal Pre-proceedings Cover

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

#### Exclusions

We will not pay any claim relating to:

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

#### 2 Criminal Prosecution Defence

Following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction.

Provided that:

- a for claims relating to the Health and Safety at Work etc Act 1974 the Countries Covered will be any place where the Act applies; and
- b We will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the Business shown in the schedule. See Cover section of this wording.

#### Exclusion

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

### 3 Data Protection and Information Commissioner Registration

- a If civil action is taken against the Insured Person for compensation under section 13 of

the Data Protection Act 1998. We will also pay any compensation award made against the Insured Person under section 13 of the Data Protection Act 1998 provided You were registered with the Information Commissioner at the time of the Insured Incident; and

- b** in an appeal against the refusal of the Information Commissioner to register Your application for registration.

### Exclusion

We will not pay any claim relating to the cost of fines imposed by the Information Commissioner. Please see General Exclusion 3 of this section.

### 4 Wrongful Arrest

If civil action is taken against You for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance.

### 5 Statutory Notice Appeals

In an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting Your business.

### Exclusions

We will not pay any claim relating to the following:

- 1** an appeal against the imposition or terms of any Statutory Notice issued in connection with Your licence, mandatory registration or British Standard Certificate of Registration; or
- 2 a** a Statutory Notice issued by an Insured Person's regulatory or governing body.

### 6 Jury Service and Court Attendance

In the event of an Insured Person's absence from work:

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

The maximum We will pay is the Insured Person's net salary or wages for the time that they are absent from work less any amount You, the court or tribunal, have paid them.

Provided that for the Insured Incidents B1, B2, B3, B4, B5 and B6 You request Us to provide cover for the Insured Person.

### C Statutory Licence Appeal

We will pay Costs and Expenses in 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.

### Exclusions

We will not pay any claim relating to the following:

- 1** 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; or
- 2** the ownership, driving or use of a motor vehicle.

### D Contract Disputes

We will cover a contractual dispute arising from an agreement or an alleged agreement which has been entered into by You or on Your behalf for the purchase, hire, sale or provision of goods or services.

Provided that:

- a** the amount in dispute exceeds £100 (including VAT). If the amount in dispute exceeds £5,000 (including VAT), You must pay the first £500 of any claim. If You are using a Preferred Law Firm, You will be asked to pay this within 21 days of Your claim having been assessed as having Reasonable Prospects. If You are using Your own law firm, this will be within 21 days of their appointment (following confirmation Your claim has Reasonable Prospects). If You do not pay this amount the cover for Your claim could be withdrawn;
- b** if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £100 (including VAT); and
- c** if the dispute relates to money owed to You, the claim is made within 90 days of the money becoming due and payable.

### Exclusions

We will not pay any claim relating to the following:

- 1** unless equivalent legal expenses insurance was continuously in force immediately prior to commencement of cover under this Section a dispute arising from an agreement entered into prior to the commencement of cover under this Section, if the Date of Occurrence is within the first 90 days of the commencement of cover under this Section;
- 2 a** the settlement payable under an insurance policy other than a dispute if Your insurer refuses Your claim, but not a dispute over the amount of the claim;

- b the sale, purchase, terms of a lease, licence, or tenancy of land or buildings other than a dispute with a professional adviser in connection with these matters;
  - c a loan, mortgage, pension, guarantee or any other financial product and choses in action;
  - d a motor vehicle owned by, or hired or leased to You other than agreements relating to the sale of motor vehicles where You are engaged in the business of selling motor vehicles;
- 3 a dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with You (Please refer to Insured Incident Employment disputes and compensation awards.)
  - 4 a dispute which arises out of the:
    - a sale or provision of computer hardware, software, systems or services; or
    - b the purchase or hire of computer hardware, software, systems or services tailored by a supplier to Your own specification;
  - 5 a dispute arising from a breach or alleged breach of professional duty by an Insured Person; or
  - 6 the recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists.

## E Tenancy Disputes

We will cover any legal proceedings for civil action relating to a tenancy dispute between You and Your landlord under the terms of the lease or tenancy agreement applying to the Premises.

### Exclusions

We will not pay any claim relating to the following:

- 1 the amount, payment or non-payment of rent; or
- 2 the renewal of the lease or tenancy agreement.

## F Debt Recovery

We will cover a dispute relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgments.

Provided that:

- a the debt exceeds £100 (including VAT);
- b a claim is made within 90 days of the money becoming due and payable; and
- c DAS have the right to select the method of enforcement, or to forego enforcing judgment if DAS are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

## Exclusions

We will not pay any claim relating to the following:

- 1 unless equivalent legal expenses insurance was continuously in force immediately prior to commencement of cover under this Section, any debt arising from an agreement entered into prior to the start of the Section if the debt is due within the first 90 days of the cover provided by the Section.
- 2 a the settlement payable under an insurance policy;
- b the sale, purchase, terms of a lease, licence, or tenancy of land or buildings;
- c a loan, mortgage, pension, guarantee or any other financial product and choses in action;
- d a motor vehicle owned by, or hired or leased to You other than agreements relating to the sale of motor vehicles where You are engaged in the business of selling motor vehicles;
- 3 a dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services;
- 4 the recovery of money and interest due from another party where the other party indicates that a defence exists; or
- 5 any dispute which arises from debts You have purchased from a third party.

## G Property Protection

We will cover a civil dispute relating to material property which is owned by You, or is Your responsibility providing You have established the legal ownership or right to the land that is the subject of the dispute following:

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

### Exclusions

We will not pay any claim relating to the following:

- 1 a contract You have entered into (please refer to Insured Incident Contract Disputes);
- 2 goods in transit or goods lent or hired out;
- 3 goods at premises other than those occupied by You unless the goods are at the premises for the purpose of installations or use in work to be carried out by You;
- 4 mining subsidence;

- 5 defending Your legal rights but We will cover defending a counter-claim;
- 6 a motor vehicle owned or used by, or hired or leased to an Insured Person (other than damage to motor vehicles where You are in the business of selling motor vehicles); or
- 7 the enforcement of a covenant by or against You.

## H Personal Injury

At Your request, We will pay Costs and Expenses for an Insured Person's and their family members' legal rights following a specific or sudden accident that causes the death of, or bodily injury to them.

### Exclusions

We will not pay any claim relating to the following:

- 1 any illness or bodily injury that happens gradually;
- 2 psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury;
- 3 defending an Insured Person's or their family members' legal rights other than in defending a counter-claim; or
- 4 clinical negligence.

## I Tax Protection

We will pay Costs and expenses for an Appointed Representative following:

- 1 a Tax Enquiry;
- 2 an Employer Compliance Dispute;
- 3 a VAT Dispute.

Provided that:

- a You have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed; and
- b any tax claim arises in direct connection with the activities of the Business. See the Cover section of this wording on page 41.

### Exclusions

We will not pay any claim relating to the following:

- 1 a tax avoidance scheme;
- 2 any failure to register for Value Added Tax or Pay As You Earn;
- 3 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;

- 4 import or excise duties and import VAT; or
- 5 any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

## J Commercial and Residential Leased or Let Property

### (a) Dilapidations & Maintenance

We will cover Costs and Expenses to pursue Your legal rights:

- 1 In a dispute with a tenant arising from a breach or alleged breach of the tenancy agreement which relates to the use or maintenance of the Premises, excluding repossession, recovery of money and dilapidations; or
- 2 In a dispute relating to dilapidations to the Premises.  
Provided that:
  - a the amount in dispute relating to dilapidations exceeds £1,000;
  - b prior to the tenancy beginning, a detailed inventory, which notes the condition of all items on the inventory is prepared by You; and
  - c after the tenant has vacated the premises, a detailed Schedule of Dilapidations is prepared by You.

### (b) Repossession

We will cover Costs and Expenses to pursue Your legal rights to:

- 1 obtain possession of the Premises, provided that, where appropriate, all statutory and contractual notices have been correctly served by You on the tenant;
- 2 cover the costs of Your hotel accommodation for a maximum of 30 days up to £150 per day while You are seeking possession of the Residential premises to live in once DAS have agreed to pay for them;
- 3 cover Your storage costs up to £10 per day for Your personal possessions for a maximum of four weeks after termination of Your tenancy agreement while You are unable to reoccupy the Residential premises for You to live in once DAS have agreed to pay for them.

### (c) Rent Recovery

We will cover Costs and Expenses to pursue Your legal rights to recover money and interest due from a lease, licence or tenancy of the Premises, including enforcement of judgment.

Provided that:

- a a claim is made within 90 days of the money becoming due and payable or, if it is rent that is owed, it must have been overdue for at least one calendar month;
- b if You accept payment (or part payment) of any Rent Arrears from the tenant, You must provide proof You have warned the tenant this does not prevent You taking further action against them to recover monies owed;
- c where the tenant is a limited company, You must have sought and followed advice from the Appointed Representative before accepting payment of Rent Arrears;
- d the other party does not intimate that a defence exists.

#### (d) Nuisance and Eviction of Squatters

We will cover Costs and Expenses to pursue Your legal rights:

- 1 In defending any allegation of nuisance arising from the premises used solely for residential purposes.
- 2 To evict anyone who is not Your tenant or ex-tenant from the premises and who has not got Your permission to be there.

#### Exclusions

We will not pay any claim under cover sections Ja, Jb, Jc and Jd relating to the following:

- 1 Unless equivalent legal expenses insurance was continuously in force immediately prior to commencement of cover under this Section, any claim where the originating cause of action arises within 90 days of the start of this cover.
- 2 A dispute arising from or relating to:
  - a the negotiation, review or renewal of the lease or tenancy agreement;
  - b any matter relating to service charges;
  - c rent, tax or building regulations or decisions or compulsory purchase orders or restrictions or controls placed on Your material property by any government or public or local authority;
  - d any claim relating to registering rents, reviewing rents, buying the freehold of the premises or any matter that relates to rent tribunals, the leasehold valuation tribunal, land tribunals or rent assessment committees;

- e any planning application, review or decision;

- f mining subsidence.

3 Any claim relating to:

- a land or premises used for agricultural purposes;
- b any arbitration or Agricultural Land Tribunal hearing relating to any dispute arising out of a contract of tenancy or lease regulated by the 1986 Agricultural Holdings Act or 1995 Agricultural Tenancies Act or at hearings of the Scottish Land Court relating to disputes arising out of a contract of tenancy or lease regulated by the 1991 Agricultural Holdings (Scotland) Act or 2003 Agricultural Holdings (Scotland) Act under the terms of the tenancy or lease or as directed by statute.

#### General Exclusions

We will not pay any claim relating to the following:

##### 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 unless the relevant cover specifies a different period;

##### 2 Costs DAS have not agreed

Costs and Expenses incurred before written acceptance of a claim by DAS;

##### 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 A Employment Disputes and Compensation Awards and B 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 Us, 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 Claim Condition 8;

**9 Shareholding or partnership disputes**

any claim relating to a shareholding or partnership share, in the business;

**10 Judicial review**

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

**11 Bankruptcy**

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

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

**12 Defamation**

any claim relating to written or verbal remarks that damage the Insured Person's reputation;

**13 Litigant in person**

any claim where an Insured Person is not represented by a law firm barrister or tax expert.

**Conditions**

**1 Your representation**

- a 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.
- b If the appointed Preferred Law Firm or Tax Consultancy cannot negotiate settlement of Your claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then You may 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 We are liable to pay a compensation award.

- c If You choose a law firm as Your Appointed Representative who is not a Preferred Law Firm or Tax Consultancy, 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 Your Appointed Representative refuse to act on this basis, the most We 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 an Appointed Representative) is currently £100 per hour. This amount may vary from time to time.
- d 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:

- a co-operate fully with Us, DAS and the Appointed Representative;
- b give the Appointed Representative any instructions that DAS ask You to.

**3 Offers to settle a claim**

- a An Insured Person must tell DAS if anyone offers to settle a claim and must not negotiate or agree to any settlement without DAS written consent.
- b If an Insured Person does not accept a reasonable offer to settle a claim, DAS may refuse to pay further Costs and Expenses.
- c 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 their expense and for the Insured Person's 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**

- a An Insured Person must instruct the Appointed Representative to have Costs and Expenses taxed, assessed or audited if requested by DAS.
- b 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 We 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 Our agreement, or does not give suitable instructions to the Appointed Representative, We can withdraw cover and will be entitled to reclaim any Costs and Expenses DAS on Our behalf have paid.

## 7 Expert opinion

DAS may require You to obtain, at Your 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 We will pay the cost of obtaining 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' internal complaints procedure and You are a small business, You can contact the Financial Ombudsman Service for help. Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) Alternatively there is a separate arbitration process (this applies to all sizes of businesses). The arbitrator will be a barrister 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.

## 9 Keeping to the Section terms

An Insured Person must:

- a keep to the terms and conditions of this Section and Policy;
- b take reasonable steps to avoid and prevent claims;
- c take reasonable steps to avoid incurring unnecessary costs;
- d send everything We or DAS ask for in writing; and
- e report to DAS full and factual details of any claim as soon as possible and give DAS any information that is needed.

## 10 Other insurances

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

### Data Protection

To provide and administer the legal advice service and legal expenses insurance DAS must process Your personal data (including sensitive personal data) that DAS collect from You in accordance with the DAS Privacy Policy.

To do so, DAS may need to send Your information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers or members of the DAS UK Group. To give You legal advice, DAS may have to send information outside the European Economic Area.

In doing this, DAS will comply with the Data Protection Act 1998.

DAS will not disclose Your personal data to any other person or organisation unless DAS are required to by their legal and regulatory obligations, or for the prevention and detection of crime, including fraud and financial sanctions. To prevent and detect crime DAS may use and share Your data with other organisations and public bodies, including the police and anti-fraud organisations.

For any questions or comments, or requests to see a copy of the information DAS hold about You, please write to the Group Data Protection Controller at the DAS Head Office address. Please see the end of this section.

### How to make a complaint

DAS will always try and give You a quality service. If You think DAS have let You down, please write to the Customer Relations Department at DAS Head Office address shown at the end of this Section below.

Alternatively You can phone DAS on 0344 893 9013 or email DAS at [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk). Details of DAS internal complaints handling procedures are available on request.

If You are still not satisfied and are a small business You can contact the Insurance Division of the Financial Ombudsman Service at Exchange Tower, London, E14 9SR.

You can also contact them on: 0800 023 4567 (free from mobile phones and landlines), 0300 123 9123 or email them at [complaint.info@financialombudsman.org.uk](mailto:complaint.info@financialombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. You can contact the Legal Ombudsman Service at: PO Box 6806, Wolverhampton, WV1 9WJ.

You can also contact them by telephone on 0300 555 0333 or email them at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

Using the service does not affect Your right to take legal action.

DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited,  
DAS House, Quay Side, Temple Back, Bristol BS1 6NH  
Registered in England and Wales, number 103274.

Website: [www.das.co.uk](http://www.das.co.uk)

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.

### 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 their 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](http://www.fscs.org.uk)

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](http://www.daslaw.co.uk)

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

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

## Section 8: Terrorism

### Definitions

The definitions which apply to this Section are in addition to the General Definitions.

#### Act of Terrorism

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

#### Computer Systems

A computer or other equipment or component or system or item which processes stores transmits or receives data.

#### Covered Loss

All losses arising under any of the Heads of Cover as a result of damage to or the destruction of Property in the Territory, the proximate cause of which is an Act of Terrorism.

#### Data

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

#### Denial of Service Attack

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

#### Event

All individual losses arising in respect of a continuous period of seventy two (72) hours of which the proximate cause is the same Act of Terrorism and You may choose the date and time when any such period of 72 hours shall commence provided that no two periods overlap and no period commences earlier than the date and time of the happening of the first recorded individual loss to You as a result of the Act of Terrorism in question; and an Event shall be taken to arise in the period of insurance in which such 72 hour period commences, notwithstanding that it may extend beyond the time limit of the expiry of the period of insurance concerned.

#### Hacking

Unauthorised access to any Computer System whether or not Your property.

#### Head of Cover

Any of the following four types of insurance cover:

- a buildings and completed structures;
- b other property (including contents, engineering, contractors and computers);
- c business interruption;
- d book debts.

Provided always that each Head of Cover shall be deemed to be a separate Head of Cover whether the item insured is insured under this or separate policies, under separate terms of a policy or under separate sections of combined or package policies.

#### 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 or adapted for:

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

### Nuclear Reactor

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

### Phishing

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

### Private Individual

Any person other than a:

- 1 beneficiary, trustee or body of trustees where insurance is arranged under the terms of a trust;
- 2 person who owns or is otherwise insured in respect of Residential Property for the purpose of a business as a sole trader;
- 3 person who owns or is otherwise insured in respect of Residential Property of which in excess of 20 % is commercially occupied.

Provided that if the property is a private dwelling house or a self-contained unit insured as part of a block of flats, is subject to a trust or executorship of a will and is occupied as a private residence by a beneficiary or a trustee of the trust in question or sole trader or by a beneficiary or an executor of the will in question or the property is located in premises owned by any such person the Property Insured shall be deemed to be insured in the name of a Private Individual.

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

### Property Insured

The items stated in Section 1: The Structure, Section 2: Landlords Contents, Section 5: Glass and Sanitary Ware and Policy Extension 1: Equipment Breakdown as stated in the Schedule.

### Residential Property

- 1 Private dwelling houses and flats.
- 2 Household goods and personal effects.

### Territory

England and Wales and Scotland but not the territorial sea adjacent thereto as defined by the Territorial Sea Act 1987.

### Terrorism

Insurance for Acts of Terrorism under the terms of this insurance.

### Virus or Similar Mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer Systems, Data or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

### Cover

- 1 In the event of Damage at the Premises, to Property Insured, located within the Territory, in connection with the Business occurring during the Period of Insurance and occasioned by or happening through or in consequence of an Act of Terrorism (where stated as operative in the Schedule), We will pay to You the value of such Property Insured or the amount of the Damage at the time of such Damage or, at Our option, reinstate or replace such property.

Provided that:

- a Our liability under this Section in total for all claims or series of claims, arising out of any one original cause, will not exceed the Sum Insured for each item (or any other stated limit of liability); and
  - b unless otherwise stated, the Sum Insured (or any other stated limit of liability) applies in the aggregate to property collectively described by each item of Property Insured.
- 2 The insurance by Section 4: Rent Receivable, is extended to include loss consequent on interruption to or interference with the Business, resulting from Damage to Property Insured, occasioned by or happening through or in consequence of an Act of Terrorism (where stated as operative in the Schedule). Provided that, in any action, suit or other proceedings, where We allege that any Damage or resulting loss or expense or other costs, either, directly or indirectly caused by an Act of Terrorism is not covered by this insurance, the burden of proving that such Damage, loss or expense is covered will be Your responsibility.

## Conditions

- 1 We will not indemnify You unless and until:
  - a HM Treasury issues a certificate, certifying that any Damage or resulting loss or expense or other costs, either directly or indirectly was caused by an Act of Terrorism; or
  - b a Tribunal constituted under the terms of Schedule 3 to a Retrocession Agreement between Pool Reinsurance Company Ltd and HM Treasury has determined that an event or events have been an Act of Terrorism.
- 2 Any conditions or terms which provide for adjustments of premium based on declarations on expiry of the Period of Insurance will not apply to Terrorism insurance.
- 3 Any long term agreement applying to this Policy will not apply to Terrorism insurance.

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

## Exclusions

The insurance provided by this Section is not subject to any of the exclusions of this Policy, however We will not be liable under this Section for:

- 1 loss, destruction or damage, to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by or contributed to by or arising from riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- 2 any loss whatsoever directly or indirectly caused by, contributed to, by or arising from or occasioned by or resulting from:
  - a Damage to or the destruction of any Computer System; or
  - b any alteration, modification, distortion, erasure or corruption of Data;

in each case whether or not Your Property, 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.

### Proviso to Exclusion 2

save that Covered Loss otherwise falling within this Exclusion 2 will not be treated as excluded by Exclusion 2 solely to the extent that such Covered Loss:

- i results directly (or, solely as regards ii) c) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer Systems;
- ii comprises:
  - a the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property Insured by You; or
  - b the amount of business interruption loss suffered directly by You itself by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either damage to or destruction of Property Insured by You or as a direct result of denial, prevention or hindrance of access to or use of the Property Insured by You by reason of an Act of Terrorism causing damage to other Property within one mile of the Property Insured by You to which access is affected; or
  - c the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by You to avoid or diminish such loss;
- iii is not proximately caused by an Act of Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or in part of any de jure or de facto government of any nation, country or state;
- iv The meaning of "Property" for the purposes of this Proviso shall (additionally to those exclusions in the definition of "Property" below and anywhere else) exclude:
  - a any money (including "Money" as defined or otherwise in any insurance policy), currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable on non-negotiable instruments, financial securities or any financial instrument of any sort whatsoever; and
  - b any Data;

- v Notwithstanding the exclusion of Data from Property, to the extent that damage to or destruction of Property within the meaning of sub-paragraph ii) above indirectly results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in sub-paragraph i) above results directly or indirectly from any alteration, modification, distortion, erasure or corruption of Data, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such Property and otherwise falling within sub-paragraphs i) and ii) above from being recoverable under this Terrorism Insurance. In no other circumstances than the previous sentence, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of Data be recoverable under this Terrorism insurance; and
  - vi For the avoidance of doubt, the burden of proof shall be on You to prove or establish all matters referred to in sub-paragraphs i) to ii) above;
- 3 any loss whatsoever or any consequential loss resulting or arising from any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor;
  - 4 any Residential Property insured in the name of a Private Individual.

# Policy Extension

The following Policy Extension(s) automatically apply:

## Policy Extension 1: Equipment Breakdown

### Definitions

The definitions which apply to this Extension are in addition to the General Definitions.

#### Accident

Means:

- a electrical or mechanical Breakdown, including rupture or bursting caused by centrifugal force;
- b artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;
- c Explosion or Collapse of Covered Equipment operating under steam or other fluid pressure;
- d Damage to Covered Equipment operating under steam or other fluid pressure caused by or resulting from any condition or event (not otherwise excluded) occurring inside such boilers or equipment;
- e loss or damage to hot water boilers other water heating equipment oil or water storage tanks caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment;
- f Damage caused by operator error; or
- g Damage caused by materials being processed.

If an initial Accident causes other Accidents, all will be considered one Accident. All Accidents that are the result of the same event will be considered one Accident.

#### Additional Expenses

Expenses incurred to clean up or dispose of the Covered Equipment resulting from contamination by a Hazardous Substance.

#### Biomass and Biogas Installations

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

#### Breakdown

- a the actual breaking, failure, distortion or burning out of any part of the Covered Equipment whilst in ordinary use arising from defects in the Covered Equipment causing its sudden stoppage and necessitating repair or replacement before it can resume work; or
- b fracturing of any part of the Covered Equipment by frost when such fracture renders the Covered Equipment inoperative; or

- c the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary.

#### Collapse

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

#### Computer Equipment

- a electronic, computer or other data processing equipment;
- b peripherals used in conjunction with a; or
- c software or programs licensed to You and installed on a above.

#### Covered Equipment

Equipment at the Premises owned by You or for which You are responsible built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilisation of energy including but not limited to:

- a heating systems and hot water heaters;
- b air circulation, ventilation, air conditioning and refrigeration systems (other than blast freezers);
- c electrical panels, emergency generators and electrical distribution systems;
- d security, alarm and sound systems;
- e lifts and escalators;
- f office equipment including telephone systems, Computer Equipment, fax machines, copiers and printers;
- g retail equipment, bar code scanners, credit and debit card payment systems and cash registers;
- h forklift trucks on the Premises;
- i domestic kitchen and food preparation equipment, laundry and cleaning equipment and Audio visual equipment.

#### Excluding:

- i any structure, foundation, masonry, brickwork, cabinet, compartment or air supported structure or building;
- ii any insulating or refractory material;
- iii any sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system;
- iv any water piping other than boiler firewater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;

- v any vehicle, mobile equipment, aircraft, floating vessel including any equipment mounted on such vehicle, mobile equipment, aircraft or floating vessel;
- vi any construction plant or equipment;
- vii any tool, die, cutting edge, crushing surface, trailing cable, non metallic lining, driving belt, or band, or any other part requiring periodic renewal;
- viii any equipment manufactured by You for sale;
- ix Production or Process equipment;
- x equipment owned by Your tenants;
- xi any Biomass and Biogas Installation; or
- xii any Hydroelectric Installation.

### Explosion

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

### Hazardous Substance

Any substance other than ammonia that has been declared to be hazardous to health by a governmental agency.

### Hydroelectric Installations

Any equipment, machinery, dam and weir used in connection with running a hydroelectric-power station, including turbines, sluice gates, screens, screeners, pumps, motors, generators, gearboxes, engines, alternators and associated equipment.

### Media

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

### Production or Process Equipment

Any machine or apparatus (other than kitchen and food preparation and laundry equipment) which processes, forms, cuts, shapes, grinds or conveys raw materials, materials in process or finished product, including any equipment forming a part of the driving or controlling mechanism for such machine or apparatus.

### Cover

The insurance by Sections 1 and 2 (if operative) of the Policy is extended to include cover for direct physical damage caused to Covered Equipment resulting from an Accident, subject to the terms, conditions, limitations and exclusions of the Policy and this Extension.

Our maximum liability will not exceed £5,000,000 any one Accident.

## Additional Cover and Sub Limits

The following Additional Covers also apply under this Extension. These Additional Covers do not increase the Limits or Sums Insured shown in the Schedule.

### 1 Hazardous Substances

We will cover You for Damage to Covered Equipment caused by contamination by a hazardous substance, including any Additional Expenses incurred.

Our maximum liability under this Additional Cover will not exceed £10,000 any one Accident.

### 2 Computer Equipment

We will be liable for Damage caused by or resulting from an Accident to Computer Equipment whilst at the Premises. Our maximum liability will not exceed £250,000 any one Accident.

Also this Additional Cover applies to any portable computer equipment insured under Section 2 of this policy. Where the latter section is also extended in respect of such equipment to apply whilst the portable computer equipment is anywhere in the world then any Accident occurring worldwide will also be insured by this extension.

Our liability for portable computer equipment will not exceed £5,000 any one Accident.

Cover is also extended to include Damage caused by or resulting from an Accident to Computer Equipment occurring whilst such Equipment is at any situation in any member country of the EU, including whilst in transit to and from. Our maximum liability will not exceed £5,000 in total for all claims or series of claims arising out of any one original Accident, including if shown as operative, any actual loss under Section 4: Rent Receivable in respect of Damage to Computer Equipment whilst away from the Premises.

### 3 Reinstatement of Data

We will be liable under this Additional Cover for costs incurred in reinstating data lost or damaged in consequence of an Accident to Computer Equipment.

Provided that:

- a liability is limited solely to the cost of reinstating data onto Media;
- b We will not be liable for any losses discovered later than six months after the loss was initiated;
- c We will not be liable for Damage to software;
- d We will not be liable under this Additional Cover for costs more specifically described under the Increased Costs Of Working Additional Cover.

Our maximum liability in respect of this Additional Cover will not exceed £50,000 in any one Period of Insurance.



#### 4 Increased Costs of Working

We will be liable to pay reasonable costs necessarily incurred in minimising or preventing the resulting interruption or interference to Your computer operations.

Our maximum liability under this Additional Cover will not exceed £50,000 any one Accident.

#### 5 Rent Receivable

If cover is shown as operative in Your Schedule, We will cover You for loss as described under Section 4: Rent Receivable caused by an Accident to Covered Equipment.

For the purposes of this cover Accident will not include any Accidents insured under Additional Cover 10 – Damage to Own Surrounding Property

Our maximum liability under this Additional Cover will not exceed £100,000 in the aggregate during any one Period of Insurance.

#### 6 Expediting Expenses

With respect to damaged Covered Equipment, We will pay for any reasonable costs necessarily incurred to make temporary repairs and expedite permanent repairs or permanent replacement.

Our maximum liability under this Additional Cover will not exceed £20,000 any one Accident.

#### 7 Public Authorities/Law or Ordinance

If an Accident to Covered Equipment damages a building that is covered under this policy; and the loss is increased by enforcement of any public authority, ordinance or law in force at the time of the Accident that regulates the construction or repair of buildings, or establishes zoning or land use requirements, We will be liable for the following additional costs to comply with such ordinance or law:

- a Your actual expenditures for the cost to demolish and clear the site of undamaged parts.
- b Your actual expenditures for increased costs to repair, rebuild or construct the building. If the building is repaired or rebuilt, it must be intended for similar use or occupancy as the current building, unless otherwise required by zoning or land use ordinance or law.

We will not be liable for:

- i any fine or penalty;
- ii any liability to a third party;
- iii any increase in loss due to a hazardous substance (other than as specifically insured under Additional Cover 1); or

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

This Additional Cover is within and does not increase the Sum Insured shown in the schedule.

#### 8 Hire of Substitute Item

If Covered Equipment is damaged as a result of an Accident We will also indemnify You against the cost of hire charges actually incurred by You during the Period of Insurance for the necessary hire of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged.

Our maximum liability under this Additional Cover will not exceed £10,000 any one Accident.

#### 9 Storage Tanks and Loss Of Contents

This Additional Cover extends to include loss or damage caused by an Accident to storage tanks or water tanks (other than sprinkler system tanks) including connected pipework belonging to You or for which You are responsible at the Premises. In addition this Additional Cover covers loss of the contents of storage tanks caused by:

- a escape of contents leakage discharge or overflow from the storage tanks caused by or resulting from an Accident;
- b contamination of the contents of the storage tanks caused by or resulting from an Accident; including cleaning costs incurred as a result of such loss.

This Additional Cover excludes:

- 1 loss caused by fire howsoever the fire may have been caused;
- 2 loss resulting from corrosion erosion or wasting;
- 3 contamination of the contents resulting from:
  - a the natural settling separation or accumulation of fluids or materials constituting the normal contents;
  - b the deliberate use of fluids or materials in the storage for cleaning flushing or similar purposes;
- 4 loss sustained whilst storage tanks are in transit between Premises; and
- 5 costs or expenses arising from pollution or contamination of property not covered by this Additional Cover.

Our maximum liability under this Additional Cover will not exceed £10,000 any one claim.

## 10 Damage To Own Surrounding Property

We will be liable for Damage to property belonging to You or in Your custody and control and for which You are responsible directly resulting from Explosion or Collapse of any steam boiler, steam generator, economiser, superheater, steam pipework or steam vessel.

Our maximum liability under this Additional Cover will not exceed £1,000,000 any one Accident.

## Additional Conditions

### 1 Precautions

You will exercise due diligence in:

- a complying with any statute or order;
- b ensuring that insured items are properly maintained and used in accordance with manufacturers recommendations and in taking reasonable precautions to prevent loss or damage.

### 2 Back Up Records

You will maintain a minimum of 2 generations of verified back up computer records taken at intervals no less frequently than 48 hours one copy as a minimum being held off site and take all reasonable precautions to store and maintain records in accordance with the maker's recommendations.

### 3 General Definitions, Claims Conditions or General Conditions

Where there is any conflict between the General Definitions, General Conditions, Claims Conditions or General Exclusions, of this Policy, and the terms, definitions, conditions, clauses and exclusions, under this Extension, the interpretation under this Extension will take precedence.

## Exclusions

The following Exclusions apply in respect of this Policy Extension:

- 1 We will not cover You for Damage caused by or resulting from:
  - a a hydrostatic, pneumatic, or gas pressure test of any boiler or pressure vessel;  
or an insulation breakdown test of any type of electrical equipment;
  - b any defect, virus, loss of data or other situation within Media; or
  - c depletion, deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions, unless such Damage results from an Accident.

- 2 We will not be liable for Damage recoverable under maintenance agreement or any Warranty or Guarantee or which would be recoverable but for breach of Your obligations under the agreement.
- 3 We will not pay for delay in resuming operations resulting from the need to reconstruct or re-input data or programs on Media, where You have not fully complied with Additional Condition 2 Back Up Records.

## Excess

This Section does not cover and We will not be liable for the amount of the first £200 of each and every claim.

All claims or series of claims, arising out of any one original cause, will be treated as one claim.

## Important Information

### Your right to cancel

If, after buying your policy, you decide that the cover does not meet your needs please return all your documents within 14 days of receiving them or of the start date of the policy (whichever is later) to Churchill Business Insurance, Customer Services, 37 Broad Street, Bristol BS1 2EQ and we will refund any premium you have paid, providing that you have not made any claim. If you cancel your policy after that time we will refund any premium paid for the remaining period of insurance, providing that you have not made any claim during the current period of insurance.

### How to make a claim

To make a claim, phone 0345 878 8195.

### How to complain

If you need to complain, please call us on our priority number 0800 169 8777. If your complaint is about a claim please contact your claims handler whose details will be shown in your claims documents.

If you want to complain in writing, send your letter to one of the following:

- a For complaints about claims, the Technical Operations Manager at the address shown in your claims documents
- b For other complaints, Churchill Business Insurance, Customer Services, 37 Broad Street, Bristol BS1 2EQ. If we cannot settle the matter with you, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR, phone number 0800 023 4567 or 0300 123 9123.

### Details about our Regulator

U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 202810.

The Financial Conduct Authority website, which includes a register of all regulated firms, can be visited at [www.fca.org.uk](http://www.fca.org.uk), or the Financial Conduct Authority can be contacted on 0800 111 6768.

### The Financial Services Compensation Scheme

General insurance claims are covered by the Financial Services Compensation Scheme. Full details of the cover available can be found at [www.fscs.org.uk](http://www.fscs.org.uk) U K Insurance Limited is a member of this scheme.

# Churchill Insurance Privacy Notice

This privacy notice tells you what we do with information we collect about you. It's relevant to anyone who uses our services, including policyholders, prospective policyholders, website users and beneficiaries under our policies, such as named drivers. We refer to all these individuals as "customers" or "you" in this notice.

## 1 Who "we" are

We are U K Insurance Limited ("we", "us" or "our") and you will know us by our brand name: Churchill, Direct Line, Privilege and Green Flag.

## 2 What information do we collect about you?

### Information collected from you and cookies policy

Where we have collected information directly from you it will usually be obvious what this is, as you will have given it to us. This might not be the case where we have used cookies to collect information from your computer or portable electronic devices. Please see our cookies policy for more information.

### Information collected from others

We can collect information about you from others. This includes information from:

- **Joint policyholders or policy beneficiaries.** Where you are named on a joint policy or a beneficiary of that policy we may collect information about you from any named policyholder. We will ask them to confirm that they have your permission to give us this information about you.
- **Fraud prevention, law enforcement or government agencies and other data sources used to prevent or detect fraud or provide details to us about criminal convictions or offences.**
- **HM Treasury and other authorities in relation to regulatory issues** e.g. where someone is subject to a financial sanction they will appear on HM Treasury's asset freezing list.
- **Credit reference agencies** e.g. credit searches that are made when we produce a quotation for a new policy or at renewal. (Note that the results of these searches are automatically deleted after 12 months and do not affect your ability to obtain credit.) Please also see section 4 below.
- **External sources** such as **no claims discount databases**, the electoral roll and insurance comparison websites to help us decide what the risk is in selling the policy **and from companies that hold information about insurance renewal dates, marital status, household residents, vehicle details, employment status and**

**household income** to help us work out which information we should provide to you about our other products and services.

### Sensitive personal information

We collect information that is sensitive, such as information about children, health or geo-location (which may be sensitive personal information because, for example, it can pinpoint your location at a hospital), and information related to unspent past criminal convictions or offences. We also collect your sensitive personal information for specific types of policy or applications, for example when offering you a travel policy or a driving application e.g. Telematics. We obtain this from your mobile devices for driving applications and the following people:

- The main policyholder will provide most of the information we collect about health (including confirming whether hospital treatment is being sought) and unspent criminal convictions or offences, including on behalf of others named on the insurance policy e.g. medical screening to support a travel policy;
- Fraud prevention or law enforcement agencies may provide details to us about criminal convictions or offences;
- Witnesses to an accident may provide medical information to us if there is an investigation of a claim;
- We may use information about a child, for example, where the child is a beneficiary under a policy or if involved in an accident.

We collect and use this information as part of your insurance quotation or contract with us, or where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

## 3 What do we do with information we collect about you and why may we do this?

We use your personal information in order to meet our obligations in our contract of insurance with you. We and other companies within our group of companies use your personal information in the following ways:

### A Provide insurance services

When you request us to provide you with a quote for one of our insurance policies or you purchase an insurance policy from us, we use information about you:

- To decide what the risk might be in selling you the policy, to quote for, and provide you with, a premium for that policy and any special terms that may apply to that policy (noting that we

may use automated decision making to make this assessment – see section 9 below);

- To administer your policy and monitor the payment of instalments if you pay your premium in this way;
- To contact you about the policy (e.g. for billing or renewal purposes); and
- To provide the agreed service if you make a claim (e.g. sending someone to assist you in a roadside breakdown situation or to provide you with medical assistance if you are injured or unwell when overseas).

We cannot provide the services unless we use the information about you in this way.

#### **B Do what we are required to do by law**

As part of our duty as an insurer providing insurance services, sometimes we are required by law to use information about you:

- To help make sure our customers are being treated fairly (e.g. to assist our regulators where we have a legal duty to do so);
- To deal with complaints;
- To help prevent and detect crime (including, for example, the prevention or detection of fraud); and
- To comply with a legal or regulatory obligation.

We can use your personal information in this way because we are required to do so by law.

#### **C Prevent fraud occurring**

Fraud has an impact on all customers as it increases costs for everyone. We use your personal information to check for signs that customers might be dishonest (e.g. if someone has behaved dishonestly in the past it may increase the risk they will do so in future).

We may use your personal information in this way because it is in our interests to detect fraud and in all our customers' interests to ensure that they are not prejudiced due to increased premiums as a result of a few customers acting dishonestly.

#### **D. Recover debt**

If you owe us money we will use your personal information to help us recover it.

We can use your personal information in this way because it is a necessary part of the contract of insurance. We need to ensure that premiums are paid so that the majority of our customers do

not suffer (e.g. through increased premiums) due to the actions of a small minority of customers.

#### **E To inform you about and promote products (marketing)**

At the time when your personal information was collected, we asked you to indicate your marketing preferences. These preferences can be revisited at any time by contacting our Data Protection Officer. Please see section 10 for contact details.

We may use your personal information to offer you suggestions about products and services you might want to buy. We may use external companies to do this on our behalf.

We can use your personal information in this way because it is in our legitimate interests to provide you with the right information at the right time, so that we may look at ways of extending our relationship that we have with you. We will always ensure that we keep the amount of your personal information that we collect and the extent of any processing to the absolute minimum to meet this legitimate interest.

Where we have a legitimate interest to do so or, where necessary you have given us your consent, we may pass your personal information to third parties including:

- U K Insurance Business Solutions Limited, a member of the U K Insurance Limited group of companies, that introduces our customers to products and services. We may send you marketing from them where we believe you will have an interest in their communications and/or
- External companies such as digital content providers to display adverts about our products and services.

If you have chosen not to opt out of marketing we will send you information about our products and services by email, post, telephone or SMS unless you tell us not to. If your information has been provided to us by a third party for marketing purposes we will rely on the consent you have provided to them to conduct direct marketing.

If at any time you do not wish us to use your personal information for this purpose, you may ask us not to do so. See section 10 below for how to contact us. However, we will keep a note of your earlier marketing preferences for 6 years. We will not contact you unless you change your mind and tell us that you would like to receive marketing again.

## F Where your or another person's life may be at risk

We will use your personal information to assist where your or another person's life or health is in danger and obtaining your permission is not possible (e.g. arranging emergency medical treatment in a remote location).

## G To administer and improve our services

To administer our services we will share information with others (including to people or organisations that may be based overseas):

- In order to enable us to process your claim or administer your insurance policy more cost effectively;
- To help develop our products, services and systems to deliver you a better sales and claims experience in the future; and
- To understand how our prospective customers make decisions about which insurance policy is the optimal policy.

We may also process your personal data to better understand you as a customer, including to determine how best to retain your custom, and to ask you to provide feedback on the service we provide to you.

We can use your personal information in this way because it is in our legitimate interests to provide the services in the most efficient way. We will always ensure that we keep the amount of your personal information that we collect and the extent of any processing to the absolute minimum to achieve this efficiency.

## 4 Who do we share your personal information with and why do we do it?

We may share your personal information with third parties and other companies within our group of companies for the purposes mentioned in section 3 above. A list of our group companies can be found at [www.u-k-insurance.co.uk/group-companies.html](http://www.u-k-insurance.co.uk/group-companies.html). Alternatively, you can contact the Data Protection Officer for a list of them. Please see section 10. You should make sure everything you tell us is correct because your records may be checked in the following circumstances:

- When you apply for insurance, financial services, or work;
- By police and other law enforcement agencies.

In particular we share information with:

- **Fraud prevention agencies that provide databases and services**, such as CIFAS,

National Hunter, SIRA and ENI, to prevent or detect fraud.

- Fraud prevention agencies will process this personal information in order to assist our prevention of fraud and money laundering, and to verify your identity and may also process your personal information in order to prevent fraud and money laundering by other people.
- Fraud prevention agencies will hold your personal information for up to 1 year, or up to 6 years if you're considered to pose a fraud or money laundering risk.
- If we or a fraud prevention agency determine that you pose a fraud or money laundering risk, we may refuse to provide the services and/or financing you have requested.

A record of this risk will be retained by the fraud prevention agencies, and may result in others refusing to provide services or financing to you. If you have any questions about this, please contact the appropriate fraud prevention agency.

- **Law enforcement or government agencies** we and fraud prevention agencies may permit law enforcement or government agencies to access and use your personal information, if they request it.
- **Credit reference agencies** help us decide whether to offer you credit if you choose to pay your premium by instalments. We share this information when you first take a policy with us and at each renewal. We may exchange your personal information with credit reference agencies to reflect your credit application (as payment by instalments means that there will be a credit agreement between us). We will let you know before we do this. This will be visible to other credit providers. Failure by you or anyone who pays for your policy to keep up the monthly payments due under your credit agreement will be reflected in your credit score, not theirs. The identities of the credit reference agencies and the ways in which they use and share personal information are explained in more detail at [www.experian.co.uk/CRAIN](http://www.experian.co.uk/CRAIN). Alternatively, you can call us and we will send you a copy.
- **Your spouse or partner** who calls us on your behalf, provided they are named on the policy. Please tell us who they are when you take out your policy. If you would like someone else to deal with your policy on your behalf on a regular basis please let us know. In some exceptional cases, we may also deal with other people who call on your behalf, but only with your permission. If at any

time you would prefer us to deal only with you, please let us know.

- **Other insurance companies** to help settle any insurance claim or to verify that the information you have provided is correct (e.g. we will check the amount of No Claims Discount you have told us with your previous insurer).
- **Insurance industry bodies** such as The Motor Insurance Database to meet our obligations under the Road Traffic Act.
- **Insurance industry databases**, such as the Claims and Underwriting Exchange where you make a claim so that insurers can check that your claims history is correct, the Insurance Fraud Register and, for commercial policies, the Employers' Liability Tracing Office.
- **Government bodies**, such as the Driver and Vehicle Licensing Agency.

## 5 Will we send your personal information overseas?

We may send your personal information overseas to any part of the world. The protections given to your personal information in other parts of the world will often not be as strong as in the UK. Where possible, we will put in place agreements with the people we send your personal information to, to require them to treat your personal information with the same protections that we apply ourselves. Our agreements may include standard terms provided by the EU called EU Model Clauses or may require the other party to be signed up to government standards that are recognised as providing the right level of protection such as "privacy shield" in the USA. But it is possible that regardless of what is set out in the agreement this would not stop a government in any part of the world from accessing your personal information, as they can often have power to overrule any agreements we make.

In some cases we might need to share information to carry out the services we have promised to carry out, for example if you require urgent assistance abroad. In such an urgent situation we may not always have the time to put in place the type of agreement we would normally want to.

## 6 How long may we keep your personal information for?

We are only allowed to keep your personal information if we need it for one of the reasons we describe in section 3 above.

As a general rule, we will keep it for 6 years from the end of your relationship with us, as it is likely that we will need the information for regulatory reasons or to defend a claim. For example, should you wish to bring some form of legal action relating to your relationship with us, this would generally need to be done within 6 years from the end of that relationship. However there may be exceptions where we need to keep your personal information for longer, such as where a claim has involved a minor.

We will also retain data in an anonymous form for statistical and analytical purposes, for example, to assess risk of flood damage occurring.

## 7 When can you ask us to stop using your information?

If we rely on your consent to collect and process your personal information, you can ask us to stop using your personal information at any time by withdrawing that consent and we will stop using your personal information for those purposes. We may rely on your consent to tell you about products or services which may be of interest to you or to use computers to make decisions about you to improve our services or develop our products (see section 9).

At any time, you can tell us to stop using your personal information to tell you about products or services that may be of interest to you or allowing computers to make decisions about you in order to improve our services or develop our products (see section 9). To find out how to do this, see section 10.

## 8 What happens if you don't give us some of your personal information?

Where you do not provide the personal information we need in order to provide the service you are asking for or to fulfil a legal requirement, we will not be able to provide the service that you are asking us to give you.

We will tell you about why we need the information when we ask for it.

## 9 When do we use computers to make decisions about you?

We will collect information about you and put this into our computer systems. The computer systems will make certain automated decisions about you which will be based on comparing you with other people. This will have an impact in terms of the level of premium or product that we offer to you or the products or services that we decide to tell you about. We may also use automated decision making to conduct an identity verification check.

For example, if you are under 25 years of age, the computer system may determine that you are more likely to have a car accident. This is because the computer system has been told that more people aged under 25 have car accidents. Another example is that, if you are under 25, the computer system may determine that you are going to be interested in a travel policy which covers high risk activity, such as skiing. Therefore, we would proactively seek to tell you about such policies as we would consider them to be of interest to you.

This is important because:

- **In providing insurance services** it helps us decide what price you should pay for your policy and understand any risks associated with that policy;
- **In identity verification** it helps us to check that you are who you say you are and to prevent others from imitating you;
- **In selling you other products** it helps us decide which other products might be useful to you.

We also use computer systems to carry out modelling. Sometimes using your personal information and sometimes using data in anonymised form. We conduct this modelling for a variety of reasons, for example, for risk assessment purposes to make decisions about you, such as your likelihood to claim. However, we may also use your personal information in that modelling to make decisions about how we improve and develop our products and services, or our pricing and underwriting, or to better understand how our prospective customers make decisions about which policy is the optimal policy (i.e. we are not making decisions directly about you).

## 10 How to contact us about this privacy notice

Our Data Protection Officer is in charge of answering questions about this privacy notice or your requests to exercise your rights which are set out below. The Data Protection Office may be contacted at U K Insurance Limited, Churchill Court, Westmoreland Road, Bromley BR1 1DP.

**You may contact us at the address above for one or more of the following reasons:**

- 1 To ask us to fix information about you that is wrong or incomplete, or to delete personal information about you (the so-called “Right to be Forgotten”).
- 2 To tell us you no longer agree to, that you object to, or that you wish to restrict us using information about you and ask us to stop.
- 3 To tell us to stop using your personal information to tell you about products or services that may be of interest to you (direct marketing).
- 4 A right of access, namely to ask us to provide you with a copy of all of the personal information that we have about you. To receive this information please write to the Data Rights Team, U K Insurance Limited, Churchill Court, Westmoreland Road, Bromley BR1 1DP.
- 5 A “data portability” right, namely to obtain and reuse the information that you have provided to us for your own purposes across different services. You may ask for this information to be provided directly to you or directly to another organisation. We will provide the information in a machine readable format so that another organisation’s software can understand that information.
- 6 To ask us not to use information about you in a way that allows our computer systems to make decisions about you (as explained in section 9).

Sometimes we will not be able to stop using your personal information when you ask us to (e.g. where we need to use it because the law requires us to do so or we need to retain the information for regulatory purposes).

In other cases, if we stop using your personal information, we will not be able to provide services to you, such as administering your insurance policy or servicing your claim.

We will tell you if we are unable to comply with your request, or how your request might impact you, when you contact us.



## Complaints

If you have any concerns about the way in which we are using your personal information, please contact our Data Protection Officer in the first instance and we will endeavour to resolve your concern. However, you do also have the right to complain about how we treat your personal information to the Information Commissioner's Office ("**ICO**"). The ICO can be contacted at:

ICO website: <https://ico.org.uk/global/contact-us/>

ICO telephone: 0303 123 1113

ICO textphone: 01625 545860

## How to contact us

Information helpline

0345 878 8194

Claims helpline

0345 878 8195

## Other products available from Churchill

Car: 0800 032 7158

Pet: 0800 032 9462

Home: 0800 015 1122

Travel: 0800 916 7170

Calls may be recorded

If you would like a Braille, large print or audio version of your documents, please let us know.

# churchill<sup>®</sup>

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**CFB POPB 0418**