

PROPERTY OWNER'S INSURANCE POLICY

The Contract of Insurance

This **Policy** is a contract of insurance between **You** and **Us**. Where **You** have taken out cover under Section 7 (Commercial Legal Protection), or where more than one insurer subscribes to this Policy, **You** have separate contracts of insurance with each insurer. Cover under Section 7 (Commercial Legal Protection) is provided by DAS Legal Expenses Insurance Company Limited and forms a separate contract of insurance to that covering the remaining sections of this **Policy**.

In return for the premium shown in the **Schedule** that **You** have paid or agreed to pay, **We** agree to insure **You** in accordance with the terms and conditions contained in or endorsed on this **Policy**.

You should take the time to read all its terms, especially the conditions which **You** have to fulfil to make sure that **You** are covered and what **You** have to do when making a claim.

Important

You must ensure that all information provided to **Us** is accurate and complete. **You** must disclose every material circumstance **You** know or ought to know, and provide a fair presentation of the information required to enable **Us** to assess **Your** insurance risk, both at the commencement of the **Period of Insurance** and at the subsequent renewal of this **Policy**.

It is important that **You**:

- check that the information **You** have given **Us** is accurate and complete
- comply with **Your** duties as set out in this **Policy**.

If this **Policy** does not meet **Your** requirements, or if **Your** requirements change, **You** should contact **Your** broker at **Your** earliest opportunity.

Renewal

MUM will write to **Your** broker at least 21 days before the **Period of Insurance** ends with renewal terms or with full details of the information that **MUM** will require in order to offer renewal terms. Please contact **Your** broker if **You** do not want to renew this **Policy**. Occasionally, **We** may not be able to offer to renew **Your Policy**. If this happens, **We** will write to **Your** broker at least 21 days before the expiry of **Your Policy** to allow enough time for **You** to make alternative insurance arrangements.

Interpretation

- headings are for ease of reference only and shall not be taken into account in construing this **Policy**;
- references to masculine include the feminine and vice versa;
- the singular includes the plural and vice versa;
- reference to any legislation, statute or statutory provision shall include any amendment, re-enactment or replacement to such legislation;
- references to any position, title or legislation shall include their equivalent in any other relevant jurisdiction.

We will provide **You** with the insurance described in this **Policy** which should be read in conjunction with the **Schedule**.

Unless stated to the contrary:

1. any loss, damage or injury which forms the subject of any claim under this **Policy** or which results in **You** incurring a liability which forms the subject of any claim under this **Policy** must occur within the **Period of Insurance** for **You** to be eligible for cover;
2. **You** must pay the **Excess/es** set out in this **Policy**.

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GENERAL DEFINITIONS

In this **Policy** where the following words appear in bold type they shall have these meanings. In addition, there are more specific definitions which apply to some of the Sections of the **Policy**. In the event of any inconsistency between the general definitions and the Section specific definitions, the Section specific definitions will prevail in those Sections of the **Policy** in which they appear.

Business	Property owners.
Claims Manager/s	Quadra Claims Services Limited, 86 Deansgate, Manchester M3 2ER Tel.: +44 (0)161 696 3652 (business hours) or 0161 838 6600 (out of hours) Email: manchesterunderwriting@quadraclaims.co.uk
Computer Equipment	Computer equipment, or any component, system or item, which processes, stores, transmits, or retrieves Data , or any part thereof, or programs or software, whether or not owned by You or for which You are responsible.
Contract Works	Temporary or permanent works at the Premises carried out by You or on Your behalf for the purposes of altering or improving the Premises .
Damage	Accidental loss, damage or destruction.
Data	Information represented or stored electronically, including but not limited to facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment, including programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment, operating systems, software programs, and firmware.
Defined Perils	Fire, lightning, aircraft or other aerial devices or articles dropped therefrom, earthquake, explosion, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons, storm, flood, escape of water or oil from any tank, apparatus or pipe, sprinkler leakage, theft or impact by any vehicle or animal.
Excess	The first amount of each and every claim under this Policy which You shall be responsible for. The amount of the excess is set out in the Schedule or within this Policy . If there is any inconsistency between the excess set out in the Schedule and that set out in this Policy booklet, the excess set out in the Schedule shall prevail.
Government Action	Martial law, confiscation, nationalisation, requisition, evacuation or destruction of property by or under the order of any government or public or local authority or any action taken in controlling or preventing or suppressing or in any way relating to War .
Hacking	Unauthorised access to any Computer Equipment .

MUM	Manchester Underwriting Management Limited whose address is Link House, St. Mary's Way, Chesham, Buckinghamshire HP5 1HR, who act as Our agent.
Period of Insurance	The period during which cover under this Policy is effective, running from the effective date to the expiry/renewal date set out in the Schedule .
Policy	This policy and the Schedule issued to You .
Premises	The premises at the address or addresses described in the Schedule .
Schedule	The schedule accompanying Your Policy
Sum Insured	The sum insured set out in the Schedule or elsewhere in the Policy , which is the maximum amount which We shall be liable to pay under this Policy in respect of all injury, loss or Damage arising out of one occurrence or series of occurrences arising out of the same cause. If there is any inconsistency between the sum insured set out in the Schedule and that set out in this Policy , the sum insured set out in the Schedule shall prevail.
Terrorism	Acts of a person or 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.
Unoccupied	Any Building/s where more than 50% of the building/s have become unoccupied, untenanted, unfurnished or have not been actively used by You or on Your behalf for a period of more than 45 consecutive days.
Virus or Similar Mechanism	Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with, corrupt or otherwise adversely affect computer programs, Data files, or operations, whether involving self replication or not, including but not limited to Trojan horses, worms and logic bombs.
War	War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), civil war, mutiny, civil commotion, or events amounting to popular uprising, military rising, insurrection, rebellion, revolution or military or usurped power.
We / Us / Our	The Insurer or Insurers stated in the Schedule of Insurers.
You / Your	The person, entity or entities described in the Schedule as the Insured.

GENERAL CONDITIONS

1 Alteration in Risk

You must notify **Us** if, during the **Period of Insurance**, there is any change in the ownership of the **Premises** or if there is any material alteration in the risk insured by this **Policy**, including but not limited to:

- 1.1 the disposal or removal of any property which is insured by this **Policy**;
- 1.2 **You** ceasing to have any interest in the property insured by this **Policy**, except where that occurs by will or operation of law;
- 1.3 **You** becoming bankrupt, insolvent, making a voluntary arrangement with **Your** creditors, entering into administration, administrative receivership or any similar insolvency process;
- 1.4 any material alteration to the information set out in the **Schedule** or the risk presentation made by **You** to **Us** at inception, renewal or variation of this **Policy**.

On being notified of any such alteration, **We** may:

- 1.5 restrict cover under this **Policy**;
- 1.6 impose additional terms and conditions;
- 1.7 amend the premium;
- 1.8 terminate this **Policy**;
- 1.9 continue to provide cover on unaltered terms.

If **You** fail to notify **Us** of any material alteration in the risk, **We** may:

- 1.10 treat the **Policy** as if it had come to an end as at the date of the alteration in risk, returning a proportionate amount of the premium for the unexpired **Period of Insurance**, if **We** would have cancelled the **Policy** had **We** known of the alteration in risk;
- 1.11 treat the **Policy** as if it had contained such additional terms (other than payment of additional premium) as **We** would have applied, had **We** known of alteration in risk, from the date of the alteration in risk; or
- 1.12 proportionately reduce any claim by the same ratio as the total premium which **You** paid bears to the total premium **We** would have charged, had **We** known of the alteration in risk.

2 Jurisdiction and Law, Dispute Resolution

We and **You** may choose which law will apply to this **Policy**. Unless **We** and **You** have agreed otherwise, this **Policy** will be governed by the law of England and Wales. The language of the **Policy** is in English and all communication relating to it will be in English.

Any dispute relating to this **Policy** which cannot be resolved by negotiation within 30 days of either party giving notice to the other party that a dispute has arisen may be submitted to mediation in accordance with the ARIAS (UK) Mediation Scheme. To initiate the mediation, a party must give notice in writing ('**Mediation Notice**') requesting a mediation to the other party(ies) to the dispute. The parties are free to select a mediator of their choice. If they so elect, the requesting party must provide, with the **Mediation Notice**, a list of three proposed names. The receiving parties may either accept one of those named or respond within 14 days with three alternative names for consideration. If the parties are unable to agree on the choice

of mediator, within 28 days of the date of the **Mediation Notice**, they may apply to ARIAS (UK), enclosing a copy of the **Mediation Notice**, for a default appointment to be made. In the absence of an election by either or any party to appoint the mediator, the mediator will be nominated by ARIAS (UK), who should be requested to do so in writing, enclosing a copy of the **Mediation Notice**. The mediation will start not later than 45 days after the date of the **Mediation Notice**. Any settlement agreement reached at the mediation will be binding on both or all parties.

Failing settlement of that dispute within 60 days after the date of the **Mediation Notice** or if either party elects to not enter into negotiations or mediation, the dispute may be submitted by any party for final resolution by the courts of England and Wales which shall have exclusive jurisdiction over any disputes concerning this **Policy** (including any dispute concerning its validity).

3 Cancellation

Your Rights

- 3.1 **You** may cancel this **Policy** within 14 days of receipt of the **Policy**. If **You** do so, **You** must return all documentation to **Your** broker, intermediary or agent, who must return all documentation to **MUM**. **We** will then arrange a premium refund. However, if **You** have made a claim, or an incident which may give rise to a claim occurs in the 14 day period, then **We** will treat the **Policy** as being in force during that period and no refund of premium will be made.
- 3.2 **You** may cancel this **Policy** after the 14 day period, but still during the **Period of Insurance**, by giving **MUM** 14 days' notice of cancellation or **Your** broker, intermediary, or agent may give **Us** notice on **Your** behalf. **You** will be entitled to a proportionate refund of premium, calculated by reference to the number of days which would have remained in the **Period of Insurance** if **You** had not cancelled the **Policy**. If **You** have made a claim or an incident which may give rise to claim occurs prior to cancellation taking effect, no refund of premium will be made.
- 3.3 If **You** elect to pay **Your** premium by instalments, any amount of premium returned under this condition will be reduced by any unpaid instalments due at the time of the cancellation.

Our Rights

- 3.4 **We** may cancel the **Policy** by giving **You** 21 days' notice in writing at any time during the **Period of Insurance**.
- 3.5 If **We** cancel the **Policy**, **You** shall be entitled to a proportionate refund of premium calculated by reference to the number of days which would have remained in the **Period of Insurance** if **We** had not cancelled the **Policy**. If **You** have made a claim or an incident which may give rise to claim occurs prior to cancellation taking effect, no refund of premium will be made.
- 3.6 If **You** elect to pay **Your** premium by instalments, any amount of premium returned under this condition will be reduced by any unpaid instalments due at the time of the cancellation.

4 Fire Extinguishing Appliances

You will ensure that all fire extinguishing appliances kept at the **Premises** are maintained in efficient working order throughout the **Period of Insurance**. If **You** fail to comply with this condition, **We** will not pay any claim, unless **You** can show that non-compliance did not increase the risk of the loss, **Damage** or liability which forms the subject of the claim.

5 Fraud

If **You** or anyone on **Your** behalf makes a claim that is in any way exaggerated or fraudulent, **We** will:

- 5.1 refuse to pay the whole of the claim; and
- 5.2 recover any sums which **We** have already paid in respect of the claim.

We may also notify **You** that **We** will be treating this **Policy** as having terminated from the date of the fraudulent act or submission of the exaggerated claim. If **We** terminate the **Policy** under this clause, **You** will not be entitled to any refund of premium.

If any fraudulent or exaggerated claim is submitted by or on behalf of someone other than **You** who is entitled to benefit from this **Policy**, **We** will only refuse to pay that person's claim and may only terminate the cover effected for that person alone and not the **Policy** as a whole.

6 Interests of Third Parties

The interests of any third parties which **You** are required to note on this **Policy** under the terms of any mortgage, lease, hire or hire purchase agreement are automatically noted, subject to **You** informing **Us** as soon as possible.

7 Legal Representative

If **You** are an individual, in the event of **Your** death, **We** will indemnify **Your** personal representatives in respect of loss, **Damage** or liability incurred by **You**, under and in accordance with the terms and conditions of this **Policy**. No claim will be payable if **Your** personal representatives do not comply with the terms and conditions of this **Policy**.

8 Non Invalidation

The **Policy** will not be invalidated by any act, omission, alteration or neglect unknown to or beyond **Your** control by which the risk of **Damage** is increased, provided that **You** notify **Us** immediately **You** become aware of such act, omission, alteration or neglect and at the same time:

- 8.1 pay any additional premium required by **Us**; and
- 8.2 comply with any additional risk management requirements, terms or conditions **We** may impose.

9 Presentation of Risk

At inception, renewal and variation of this **Policy**, **You** must disclose to **Us** sufficient facts and information which are material to the risk underwritten by this **Policy** to ensure that **We** are given a fair presentation of the risk. If **You** fail to do so, **We** may treat the **Policy** as if it did not exist (back to the inception, renewal or variation date as the case may be) and refuse to pay any claims, where any failure to make a fair presentation is:

- 9.1 deliberate or reckless; or
- 9.2 of such other nature that **We** would not have issued the **Policy** to **You**, had a fair presentation been made.

If **We** would have issued, renewed or varied the **Policy** on different terms, **We** will not treat the **Policy** as if it did not exist (except where the failure is deliberate or reckless) but may from the inception, renewal or variation date (as the case may be):

- 9.3 reduce proportionately the amount of any claim, by reference to the ratio which the premium actually charged bears to the premium which **We** would have charged, had a fair presentation been made; and/or

9.4 treat the **Policy** as if it had included such additional terms (other than those requiring payment of premium) as **We** would have imposed, had a fair presentation been made. If **You** are an individual, and have taken out this **Policy** for purposes wholly or mainly unconnected with **Your** trade, business or profession, **We** will only rely on **Our** rights under this condition, if **You** have not taken reasonable care when making statements to **Us** or providing **Us** with information prior to inception, renewal or variation of the **Policy**.

10 Reasonable Precautions

You must take reasonable steps to:

- 10.1 prevent or minimise loss, destruction, Damage, accidents or Injury;
- 10.2 maintain the **Premises** and any machinery, equipment, contents and furnishings, owned by **You** or for which **You** are responsible in a good state of repair;
- 10.3 take suitable care and caution in the selection and supervision of Employees;
- 10.4 comply with all relevant statutory requirements, bye laws, manufacturers' recommendations and other regulations relating to the use, inspection and safety of property and the safety of persons.

If **You** fail to comply with this condition, **We** will not pay any claim, unless **You** can show that non-compliance did not increase the risk of the loss, **Damage** or liability which forms the subject of the claim.

11 Rights of Third Parties

A person or company who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation 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 such Act. Where any Section of this **Policy** extends the benefits provided by this **Policy** to persons other than **You**, without such person becoming a co-insured, any claims payment will be made to **You** alone and **You** will hold the same on trust for any such person who was entitled to benefit from the claim.

12 Risk Improvements

You must comply with all survey risk improvement requirements within the set timescales required by **Us**. If any risk improvement requirement is not completed within the set timescale, then **We** may:

- 12.1 alter the premium and/or the terms and conditions of the **Policy**;
- 12.2 restrict the cover available to **You** under the **Policy**;
- 12.3 cancel the **Policy** in accordance with General Condition 3 (Cancellation - Our Rights);
- 12.4 leave the premium and all terms unaltered.

We will inform **You** whether 12.1, 12.2 or 12.3 apply and of the date from which they will apply.

If **You** fail to comply with any survey risk improvement requirements, **We** will not pay any claim, unless **You** can show that non-compliance did not increase the risk of the loss, **Damage** or liability which forms the subject of the claim.

13 Survey

If **We** require a survey of the **Premises** or other locations specified by **Us**, the cover under this **Policy** will continue, pending the completion of the survey(s). If the survey shows that the **Premises** or any part thereof, or any other locations specified by **Us**, are not satisfactory to **Us**, then **We** may:

- 13.1 alter the premium and/or the terms and conditions of the **Policy**;
- 13.2 restrict the cover available to **You** under the **Policy**;

- 13.3 impose survey risk improvement requirements;
 - 13.4 cancel the **Policy** in accordance with General Condition 3 (Cancellation Our Rights);
 - 13.5 leave the premium and all terms unaltered.
- We** will inform **You** whether any of 13.1 to 13.4 apply and the date from which they will apply.

14 Unoccupancy

If any **Premises** or part thereof become **Unoccupied** during the **Period of Insurance**:

- 14.1 all services must be turned off at the mains, except electricity when needed to maintain an intruder or fire alarm system and water when needed for an automatic sprinkler system;
- 14.2 water and heating systems must be drained except for automatic sprinkler systems;
- 14.3 fire suppression and automatic sprinkler systems must be kept fully operational;
- 14.4 intruder and fire alarms must be kept fully operational;
- 14.5 any accumulations of combustible materials and gas bottles must be removed from the **Premises**;
- 14.6 the **Premises** must be fully secured against unauthorised entry;
- 14.7 **You** or a responsible person acting on **Your** behalf must make at least weekly inspections of the **Premises**, both internally and externally, and must rectify any defects in the **Premises** immediately. **You** must maintain a record of all such inspections.

If **You** fail to comply with this condition, **We** will not pay any claim, unless **You** can show that non-compliance did not increase the risk of the loss, **Damage** or liability which forms the subject of the claim.

15 Document management

We may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

16 Notices

Any notice to be given under this **Policy** must be sent by pre-paid first class post and shall be deemed to have been received:

- 16.1 by **You** if it is sent to **Your** last known address or to **Your** broker's last known address; and
- 16.2 by **Us** if sent to **MUM** or, in the case of a claim or incident that could result in a claim, to the **Claims Manager**.

17 Several liability notice

Where more than one insurer is providing the cover under this **Policy**, the subscribing insurers' obligations under the contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

18 Manchester Underwriting Management

Manchester Underwriting Management Limited acts as **Our** agent and not for **You**.

19 The Claims Manager/s

The **Claims Manager/s** acts as **Our** agent and not for **You**.

GENERAL EXCLUSIONS

We will not pay for:

1 War and Government Action

Damage to any property or any loss (including business interruption), expense, costs or liability directly or indirectly caused by, contributed to by or arising from **War** or **Government Action**.

2 Radioactive Contamination

2.1 **Damage** to any property or any loss, expense or other costs resulting or arising therefrom (including business interruption) or any consequential loss

2.2 any legal liability of whatsoever nature directly or indirectly caused by, contributed to by or arising from

2.3 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

2.4 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

provided that in respect of claims under Section 4 (Employers Liability), Exclusion 2.2 shall only apply to:

2.5 the cover for any principals (Extension 1.2.3); and

2.6 any liability assumed by **You** under contract or agreement which would not have attached in the absence of such contract or agreement.

3 Terrorism

Damage to any property or any loss, expense, liability, costs, or consequential loss directly or indirectly caused by, contributed to by, resulting from, or arising from any act of terrorism, as defined within this exclusion, or any action taken to control, prevent, suppress, respond to or retaliate against any act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, save to the extent that such **Damage**, loss, expense, liability, costs or consequential loss is covered by Section 4 (Employers Liability), Section 5 (Property Owner's Liability) and Section 6 (Terrorism) where **You** have purchased cover for terrorism and subject otherwise to the terms, conditions and limitations of those Sections and the **Policy** as a whole.

For the purposes of this exclusion, an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes, to intimidate the public or a section of the public of any nation by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

3.1 involves violence against one or more persons; or

3.2 involves damage to property; or

3.3 endangers life other than that of the person committing the action; or

3.4 creates a risk to health or safety of the public or a section of the public; or

3.5 is designed to interfere with or to disrupt an electronic system.

If an event giving rise to **Damage** or any other loss, expense, liability, costs, or consequential loss covered by this **Policy** is not certified by her majesty's government, HM treasury or any

relevant successor authority, to have been an act of terrorism and **We** obtain a tribunal ruling through the scheme operated by Pool Reinsurance Underwriters Limited, confirming that the event does not amount to an act of terrorism, which ruling leads to **Us** being unable to recover such loss or losses in whole or in part from Pool Reinsurance Underwriters Limited, the event shall not be treated as an act of terrorism for the purposes of this **Policy** including Section 6 (Terrorism).

4 Sonic Booms

Damage to any property or any loss, expense or other costs resulting therefrom (including business interruption), or any consequential loss or legal liability directly or indirectly caused by, contributed to by or arising from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

This exclusion shall not exclude cover under Section 1 (Material Damage) for subsequent **Damage** which itself results from a cause not otherwise excluded under that Section or the **Policy** generally.

5 Pollution and Contamination

Damage to any property or any loss, expense or other costs resulting therefrom (including business interruption), or any consequential loss caused by pollution or contamination, except **Damage** to property arising from:

5.1 pollution or contamination which itself results from a **Defined Peril**; or

5.2 a **Defined Peril** which itself results from pollution or contamination.

This exclusion will not apply to Section 4 (Employers Liability) and Section 5 (Property Owner's Liability) of the **Policy**.

6 Electronic Risks

6.1 **Damage** to or loss of any **Computer Equipment** or **Data**;

6.2 Destruction, distortion, erasure, corruption, or alteration of **Data**;

6.3 Any loss, liability, expense or other costs resulting from loss or damage falling within 6.1 and 6.2 (including for the avoidance of doubt any property damage of whatsoever nature, business interruption, reduction in functionality or loss of use) or any consequential loss,

arising from any cause whatsoever (including but not limited to **Hacking, Virus or Similar Mechanism**, denial of service attack, operator or programmer error, the use, misuse or misinterpretation of information on **Computer Systems** or within **Data**), other than physical **Damage** to property covered under Section 1 and caused directly, and independently of any other cause, by fire or explosion.

This exclusion does not apply to Section 6 (Terrorism).

7 Sanctions

anything where to do so would expose **Us** or **MUM** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America or any other economic or financial sanctions and embargos legislation applicable to **Us** or **MUM**. Sanctions, prohibitions or restrictions of the United States of America shall only apply provided that they do not violate current European and / or any other law applicable to **Us** or **MUM**.

CLAIMS AND HOW TO MAKE A CLAIM
Applicable to all Sections other than Section 7

For the purposes of claims only, you should communicate with **Us** via the **Claims Manager** who acts as our agent in connection with claims.

CLAIMS CONDITIONS

1 Action by You

You must:

- 1.1 notify **Us** immediately **You** become aware of an incident or incidents that could result in a claim under this **Policy**;
- 1.2 provide **Us** at **Your** own expense with full details of the claim, together with such information, documents and statements (if necessary verified by a signed statement of truth) as may reasonably be required by **Us** within:
 - 1.2.1 7 days of the incident or incidents which give rise to a claim in the case of **Damage** caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons;
 - 1.2.2 30 days of the expiry of the **Indemnity Period** in respect of a claim for loss of **Rent Receivable** under Section 2 (Business Interruption) of this **Policy**;
 - 1.2.3 30 days of the incident or incidents which give rise to any other claim or such further time as **We** may allow;
- 1.3 Forward to **Us** immediately and unanswered any letter of claim, claim form, notice of proceedings, other correspondence and information received by **You** from any third party which relates to any claim against **You** or other persons who may benefit from this **Policy**;
- 1.4 not make any admission of liability or offer, promise or make any payment to any third party in respect of a claim or incident or incidents that could result in a claim which may be covered by this **Policy** without **Our** written consent;
- 1.5 immediately notify the police of any:
 - 1.5.1 suspicious fire;
 - 1.5.2 theft or any attempted theft;
 - 1.5.3 loss of **Money** by any cause whatsoever;
- 1.6 take all reasonable steps to prevent or minimise any interference with or interruption to **Your Business**;
- 1.7 supply **Us** with books of account and such other documents, information or evidence which **We** may require in order to investigate or verify a claim;
- 1.8 inform **Us** immediately of any impending prosecution, inquest, fatal accident enquiry or civil proceedings and forward to **Us** all relevant documents;
- 1.9 co-operate with **Us** and assist **Us** in exercising any of **Our** rights under Claims Condition 2.

If **You** fail to comply with any part of this condition, **We** will not pay **Your** claim.

2 Our Rights

- 2.1 In the event of **Damage** resulting in a claim under this **Policy**, **We** or any person authorised by **Us** may:
 - 2.1.1 enter, take, or keep possession of any **Premises** which has suffered **Damage**;

- 2.1.2 take possession of or require **You** to deliver to **Us** any damaged property which is insured under this **Policy**;
 - 2.1.3 deal with such property for all reasonable purposes, without incurring any liability or diminishing any of **Our** rights under the **Policy**;
- 2.2 At **Our** discretion, **We** may before or after **We** have indemnified **You** under this **Policy**:
 - 2.2.1 take over and conduct in **Your** name the defence or settlement of any claim which has been brought against **You** and which falls within the cover afforded by this **Policy**;
 - 2.2.2 make a claim, at **Our** expense and for **Our** benefit, in **Your** name or in the name of any other person who benefits from this **Policy**, against any other persons who may be liable for **Damage**, loss or other expenses covered by this **Policy**,
and **You** shall give all the information and assistance required by **Us** for these purposes;
- 2.3 In the event of any claim/s or series of claims under Section 4 (Employers Liability) or Section 5 (Property Owner's Liability) of this **Policy**, **We** may at any time pay to **You** the **Limit of Indemnity** (after deduction of any sums already paid) or any lesser amount for which the claim/s can be settled and, upon payment being made, **We** will relinquish the conduct and control of **Your** defence and be under no further liability in connection with those claims except for the payment of defence costs incurred with **Our** consent before the date of payment (unless the **Limit of Indemnity** is stated to be inclusive of defence costs). We may exercise the same rights in respect of any other person who is intended to benefit from Sections 4 (Employers Liability) or 5 (Property Owner's Liability) of this **Policy**.

3 Contribution

If, at the time of any **Damage**, loss or liability covered by this **Policy**, there is any other insurance covering all or any part of the same **Damage**, loss or liability, whether such insurance is effected by **You** or others, **Our** liability under this **Policy** shall be limited to paying **Our** rateable proportion of such **Damage**, loss or liability. If any other such insurance is subject to a provision whereby it is excluded from ranking concurrently with this **Policy**, either in whole or in part, or from contributing rateably, **Our** liability will be limited to that proportion of the **Damage**, loss or liability which the **Sum Insured** or **Limit of Indemnity** under this **Policy** bears to a figure calculated by adding the **Sum Insured** or **Limit of Indemnity** under this **Policy** to that which would have been available under the other insurance policy, if it had not contained any of the provisions referred to in this clause and if it had responded to the loss in full.

4 Subrogation Waiver

We agree not to exercise any rights of subrogation which **We** may have under Claims Condition 2.2 against:

- 4.1 any of **Your** parent or subsidiary companies or against any company that is a subsidiary of a parent company of which **You** are also a subsidiary, as such terms are defined in the Companies Act or Companies (Northern Ireland) Order current at the time of the **Damage**;
- 4.2 any tenant or lessee of the **Premises** in respect of **Damage** to such **Premises**, unless such **Damage** is caused by a criminal, fraudulent or malicious act by the tenant or the lessee.

SECTION 1 – MATERIAL DAMAGE

DEFINITIONS

Buildings	<p>Buildings (including foundations) owned by You or for which You are responsible, and situated at the Premises including:</p> <ul style="list-style-type: none">• Landlord's fixtures and fittings (including fixed glass and fitted carpets) and tenants' improvements pertaining to the buildings for which You are responsible;• Aerials, satellite dishes and related fittings;• Gangways, pedestrian malls and pedestrian access bridges;• Walls, gates, fences and services;• Building management and security systems;• Car parks, roads, pavements, tennis courts and similar surfaces all constructed of solid materials;• Landscaping, including fixed garden furniture, street ornaments and statues, but excluding all external ponds and lakes;• Swimming pools.
Contents	<p>Furnishings and other contents which You own or for which You are responsible which are situated in reception, storage and common areas of Buildings including:</p> <ul style="list-style-type: none">• The contents of fuel tanks at the Premises;• Portable communal property in open grounds used in connection with the Buildings;• Seasonal items in respect of retail premises;• Computer record systems but only in respect of the cost of the clerical labour and materials in reproducing such documents and subject always to General Exclusion 6;• Money (other than money insured under Section 3) belonging to You at the Premises for an amount not exceeding £1,500 in total;• Deeds, documents, manuscripts and business books (but such items are only insured for the costs of clerical labour and materials incurred in reproducing such documents rather than their value);• Works of art or rare books for an amount not exceeding £10,000 any one article and £50,000 in total;• Your partners', directors' and employees' personal effects of every description, other than motor vehicles, whilst at the Premises for an amount not exceeding £1,000 per person.
Day One Rebuilding Value	<p>The total cost of rebuilding the Buildings to a condition substantially the same as their condition when new, assessed as at the commencement of the Period of Insurance, and including all of the costs set out at clauses 1, 3, 4, 5 and 6 of the Basis of Settlement provisions of Section 1 (Material Damage).</p>
Declared Value	<p>The reinstatement value of the Property Insured which You declared to Us at inception of the Policy as representing:</p> <ol style="list-style-type: none">a) the Day One Rebuilding Value in respect of Buildings;b) the costs of replacing Contents with contents in a condition equal to that which the Contents had when new, <p>as shown in the Schedule excluding any provision for inflation.</p>
New for Old Cost	<p>The amount it would cost to replace Contents with those in a condition equal to but not better or more extensive than their condition when new.</p>
Property Insured	<p>Buildings and Contents as specified in the Schedule.</p>
Residential Property	<p>A house, block of flats or any flat or apartment at the Premises.</p>

Stipulations Requirements of any Building Regulations, or other planning or building standards which **You** are required to meet as a consequence of any Act of Parliament or other applicable legislation, or bye-laws of any public authority.

What is covered

If any of the **Property Insured** suffers **Damage** as a result of any of the perils listed below during the **Period of Insurance**, **We** will pay to **You** the amount of the loss calculated in accordance with the terms of this Section. The most **We** will pay is the **Sum Insured**.

Perils

- 1 Fire excluding **Damage** caused by:
 - 1.1 explosion resulting from fire;
 - 1.2 earthquake or subterranean fire;
 - 1.3 the **Property Insured's** own spontaneous fermentation or heating, or undergoing any heating process involving the application of heat.
- 2 Lightning
- 3 Explosion
 - 3.1 of boilers or of gas used for domestic purposes only, but excluding **Damage** caused by earthquake or subterranean fire;
 - 3.2 of other **Property Insured**, excluding **Damage** caused by or consisting of the bursting by steam pressure of a boiler, economiser or other vessel, machine, or apparatus belonging to **You** and under **Your** control, in which internal pressure is due to steam only.
- 4 Aircraft or other aerial devices or articles dropped therefrom.
- 5 Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation excluding **Damage** arising from:
 - 5.1 confiscation, requisition or destruction by order of the government or public authority;
 - 5.2 cessation of work.
- 6 Malicious persons excluding **Damage**:
 - 6.1 caused by malicious persons acting on behalf of or in connection with any political organisations;
 - 6.2 caused by cessation of work;
 - 6.3 arising from confiscation, requisition or destruction by order of the government or any public authority;
 - 6.4 caused by theft or attempted theft;
 - 6.5 caused when the **Premises** are **Unoccupied**.
- 7 Theft or any attempted theft excluding theft or attempted theft:
 - 7.1 occurring while the **Building** is **Unoccupied**;

- 7.2 to property in the open, in open sided buildings, or in a **Building** not on permanent foundations, unless **We** have agreed in writing to provide such cover prior to the theft or attempted theft occurring;
 - 7.3 by **Your** employees, tenants or by any other persons lawfully on **Your Premises**;
 - 7.4 brought about by **You** being deceived into knowingly departing with **Property Insured**.
- 8** Storm excluding **Damage**:
- 8.1 caused by the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam;
 - 8.2 caused by inundation from the sea whether caused by storm or otherwise;
 - 8.3 caused by frost, subsidence, ground heave or landslip;
 - 8.4 caused solely by a change in the water table level;
 - 8.5 to fences, gates or moveable property in the open or in open sided structures or to moveable property generally.
- 9** Flood excluding **Damage**:
- 9.1 caused by frost, subsidence, ground heave or landslip;
 - 9.2 caused by an escape of water from any tank, apparatus or pipe;
 - 9.3 caused solely by a change in the water table level;
 - 9.4 to fences, gates or moveable property in the open or in open sided structures.
- 10** Escape of water or fuel oil from any tank, apparatus or pipe, excluding **Damage**:
- 10.1 caused by water discharged or leaking from any automatic sprinkler installation;
 - 10.2 to **Unoccupied Buildings**.
- 11** Impact by:
- 11.1 vehicles or animals not belonging to or under the control of **You**, any tenant of the **Premises** or their respective employees whilst acting in the course of their employment;
 - 11.2 falling trees, boughs or branches, excluding **Damage** caused by pruning, lopping or felling;
 - 11.3 collapse or breakage of television or radio receiving aerials or satellite dishes.
- 12** Accidental escape of water from any automatic sprinkler installation in the **Premises** not caused by:
- 12.1 explosion, earthquake, subterranean fire, heat or smoke caused by fire;
 - 12.2 freezing whilst the **Building** is **Unoccupied**.
- 13** Subsidence, ground heave or landslip to any part of the site on which the **Buildings** stand excluding:
- 13.1 **Damage** to walls, gates, fences, landscaping, street ornaments, statues, roads, car parks, pavements, swimming pools, tennis courts and other surfaced areas unless also affecting a building at the same **Premises**;
 - 13.2 **Damage** caused by:
 - 13.2.1 the normal bedding down or settlement of new structures;
 - 13.2.2 the settlement or movement of made up ground;
 - 13.2.3 coastal or river erosion;
 - 13.2.4 defective design or workmanship or the use of defective materials;
 - 13.2.5 fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe;
 - 13.2.6 demolition, construction, structural alteration or repair of any property or as a result of groundworks or excavation at the same **Premises**;

13.2.7 **Damage** which commenced before the inception date of this **Policy**;

- 14 Accidental damage excluding:
- 14.1 **Damage** directly or indirectly arising from or contributed to by:
 - 14.1.1 any of Perils 1-13;
 - 14.1.2 any of the causes or events which are specifically excluded under Perils 1-13;
 - 14.2 **Damage** caused by or consisting of:
 - 14.2.1 inherent vice, latent defect, gradual deterioration, wear and tear, frost, the **Property Insured's** own faulty or defective design or materials;
 - 14.2.2 faulty or defective workmanship, operational error or omission by **You** or **Your** employees,
but this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded under this Peril, Section or the **Policy** generally.
 - 14.3 **Damage** caused by or consisting of:
 - 14.3.1 corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects;
 - 14.3.2 change in temperature, colour, flavour, texture or finish.
 - 14.4 **Damage** caused by or consisting of:
 - 14.4.1 joint leakage, failure of welds, cracking, fracturing, collapse, or overheating of boilers, economisers, super heaters, pressure vessels, or any range of steam feed piping associated with such apparatus;
 - 14.4.2 mechanical or electrical breakdown or derangement of the particular machines, apparatus or equipment, in which such breakdown or derangement originates,
but this shall not exclude:
 - 14.4.3 such **Damage** which would otherwise be excluded by this sub-clause 14.4, where it results from any other **Damage** the cause of which is not otherwise excluded under this Peril, Section or the **Policy** generally;
 - 14.4.4 subsequent **Damage** which itself results from a cause not otherwise excluded under this Peril, Section or the **Policy** generally.
 - 14.5 **Damage** caused by or consisting of:
 - 14.5.1 subsidence, ground heave or landslip;
 - 14.5.2 the normal settlement or bedding down of new structures;
 - 14.5.3 disappearance, unexplained or inventory shortage or the misfiling or misplacing of information;
 - 14.5.4 electrical or magnetic injury, damage, disturbance or erasure of electronic records;
 - 14.5.5 **Damage to Buildings** or structures caused by their own collapse or cracking.
 - 14.6 **Damage** to movable property in the open or in open sided structures, fences and gates caused by wind, hail, sleet, snow or dust.
 - 14.7 **Damage** caused deliberately by **You** or through acts of fraud or dishonesty on **Your** part or that of any other person.
 - 14.8 **Damage** to the **Property Insured** caused by its undergoing processes involving the application of heat or any process of production, packing, testing, commissioning, service or repair.
 - 14.9 **Damage** to:
 - 14.9.1 jewellery, precious stones, precious metals, bullion or furs;
 - 14.9.2 property in transit;
 - 14.9.3 glass other than fixed glass, sanitary ware other than fixed sanitary ware, china, earthenware, marble;

14.9.4 money, cheques, stamps, bonds, credit cards or securities of any description;
14.9.5 collectible coins,
but this shall not exclude other **Damage** to such items caused by any of Perils 1-13 in so far as it is not otherwise excluded.

14.10 **Damage to:**

14.10.1 vehicles licensed for road use (including vehicle accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;

14.10.2 **Contract Works**, property or structures in the course of construction or erection and materials or supplies in connection with all such **Insured Property**;

14.10.3 land, roads, piers, jetties, bridges, culverts or excavations, car parks, roads, pavements, swimming pools, tennis courts and similar surfaces constructed of solid materials, landscaping, garden furniture, street ornaments and statues;

14.10.4 livestock or growing crops,
but this shall not exclude such **Property Insured** specifically described in the **Schedule** as being covered for accidental damage.

Basis of Settlement

We will pay the following amounts in respect of the **Property Insured** which has suffered **Damage**, but **We** will not pay more than the **Sum Insured**. Where **Buildings** have been damaged or destroyed, **We** may elect to rebuild or restore such **Buildings Ourselves**, in accordance with Extension 24 (Our Option to Rebuild) as an alternative to making a payment to **You** under this Basis of Settlement clause.

1 The Cost of Reinstatement

Where **You** choose to rebuild, repair or restore the **Property Insured** (and, in respect of **Buildings**, **We** do not elect to rebuild or restore such **Buildings Ourselves**), **We** will pay:

4.1 in the event of total loss or destruction, the cost incurred by **You** in rebuilding the **Building** or replacing **Contents** with similar property on the same site;

4.2 in the event of partial loss or damage, the cost incurred by **You** in repairing the **Damage** or restoring the damaged portion of the **Property Insured**,

to a condition equal to but not better than or more extensive than its condition when new.

2 Loss of Market Value

Where **You** choose not to rebuild, repair or restore the **Property Insured** with similar property on the same site or do so with unreasonable delay (and, in respect of **Buildings**, **We** do not elect to rebuild or restore such **Buildings Ourselves**), **We** will pay:

2.1 in respect of **Damage to Buildings**, the reduction in the market value of such **Buildings** immediately following the **Damage**, caused solely as a result of the **Damage**, but not exceeding the amount that would have been payable had the **Buildings** been rebuilt or repaired;

2.2 In respect of **Damage to Contents**, the reduction in the value of such **Contents** immediately following the **Damage**, caused solely as a result of the **Damage**, but not exceeding the amount that it would have cost had the **Contents** been repaired or replaced with **Contents** of a similar age and condition.

3 The cost of complying with Stipulations

Where **You** choose to rebuild or repair **Buildings**, **We** will pay:

3.1 such additional costs of rebuilding or repairing the damaged **Buildings** as may be incurred with **Our** written consent in complying with **Stipulations** which **You** were first required to meet following the **Damage**;

3.2 the cost of complying with **Stipulations** relating to undamaged portions of the **Buildings** (other than foundations) where compliance is necessary in order to effect repairs to damaged portions of the **Buildings**, but **We** will not pay more than 15% of the amount **We** would have been liable to pay to rebuild the **Buildings** had they been completely destroyed.

We will not be liable for any rate of tax, duty, development or other charge or assessment which may arise out of capital appreciation as a result of complying with any **Stipulations**.

4 Removal of Debris

We will pay for the costs necessarily incurred by **You** with **Our** written consent of:

- 4.1 removing debris, including the costs of removing tenants' contents;
- 4.2 dismantling, demolishing, shoring up and propping portions of the **Buildings**;
- 4.3 clearing, cleaning or repairing services as a result of **Damage**.

We will not be liable for cost and expenses:

- 4.4 incurred in removing debris from outside of the site of the **Premises**, other than from the surface area immediately adjacent to the perimeter of the **Premises**;
- 4.5 incurred in clearing up or arising from pollution or contamination howsoever caused of property not covered by this **Policy**;
- 4.6 incurred in respect of **Damage** which occurred prior to the inception date of this **Policy**.

5 Professional Fees

We will pay for the cost of architects', surveyors', engineers' and other professional fees necessarily and reasonably incurred by **You** in the rebuilding, repair or restoration of the **Property Damaged**.

We will not pay for professional fees incurred in preparing, submitting, handling or negotiating any claim under this **Policy**.

6 Landscaping

We will pay for the cost of replanting trees, shrubs, plants and turf used in the landscaping of the **Premises**, to restore it to its appearance when first planted.

We will not pay for any cost associated with the failure of any of these items to germinate or become established.

Extensions applicable to this Section 1 only

Where **Property Insured** suffers **Damage** during the **Period of Insurance** as a result of an insured peril covered by this Section, **You** will also benefit from the following extensions. The most **We** will pay in respect of any occurrence of **Damage** is the **Sum Insured**, irrespective of the number of claims which might be made under any of the following extensions. Any financial limits set out within the following extensions are sub-limits within the **Sum Insured** and are not payable in addition to the **Sum Insured**.

1 Automatic Reinstatement of Sum Insured

Following **Damage** by any insured peril, the **Sums Insured** shall not be reduced by the amount of the claim provided that:

- 1.1 **We** do not give written notice to the contrary within 30 days of the **Damage**; and
- 1.2 **You** pay any additional premium required by **Us** from the date of the **Damage** to the expiry of the **Period of Insurance**.

2 Alternative Accommodation

In the event of **Damage** to a **Residential Property** or the residential part of a commercial **Building** making it uninhabitable or preventing access to such to property **We** will pay either:

- 2.1 the reasonable additional costs of comparable accommodation incurred by the owner, lessee or any resident, including pets, which normally live in the **Building**, or
- 2.2 **Rent Receivable** as defined in Section 2 – Business Interruption

until such time as the **Residential Property** or the residential part of a commercial **Building** is habitable and/or access has been restored to such property,

Provided that:

- 2.3 the maximum period during which payment will be made under this Extension shall not exceed 36 months from the date of the **Damage**; and
- 2.4 **Our** maximum liability shall not exceed 30% of the **Declared Value** of the **Residential Property** or the residential part of the commercial **Building**.

3 Archaeological Discoveries

Following **Damage** by any insured peril, **We** will pay all reasonable costs incurred as a result of **You** complying with **Your** statutory obligations arising out of the discovery of archaeological finds during site excavations,

Provided that:

- 3.1 **Our** maximum liability will not exceed the **Sum Insured** stated in the **Schedule**;
- 3.2 **You** do not have any pre-existing knowledge of archaeological remains prior to the **Damage**.

4 Business Rates

Following **Damage** by any insured peril, **We** will pay the costs for which **You** become liable in respect of business rates (National Non-Domestic Rates) provided that:

- 4.1 **You** would not have been liable for the business rates if the **Damage** had not occurred;
- 4.2 **Our** liability will not exceed the amount shown as the **Sum Insured** in the **Schedule**.

5 Capital Additions

Alterations, additions, and improvements to **Buildings** or **Contents** shall be insured under this Section within the United Kingdom, Channel Islands or the Isle of Man,

Provided that:

- 5.1 **Our** maximum liability in respect of **Damage** to such alterations, additions and improvements will not exceed 20% of the **Sum Insured** or £5,000,000 whichever is the lesser;
- 5.2 **You** shall give **Us** full details of such alterations, additions and improvements as soon as practicable and take out specific insurance cover thereon, retrospective to the date when such alterations, additions and improvements were made, and pay any additional premium required by **Us**.

6 Clearing of Drains

We will pay expenses necessarily incurred in clearing, cleaning and/or repairing drains, gutters, sewers and the like as a result of **Damage** to **Buildings** insured under this Section for which **You** are responsible.

7 Continuing Interest and Hire Charges

If, following **Damage** by any insured peril at the **Insured Premises**, **You** are liable under contract for interest charges or continuing hire charges, which are not recoverable under the terms of any lease or other similar agreements in respect of **Property Insured** for which **You**

are responsible, and such charges are not otherwise insured under any other policy, **We** will pay such charges reasonably incurred subject to a maximum limit of £25,000 any one claim and in total during the **Period of Insurance**.

8 Contractors Interest.

Where **You** are required to effect insurance on the **Buildings** in the joint names of **You** and a building contractor, under the terms of a contract, then the interest of the contractor in the **Buildings** as a joint insured is noted, provided that **You** advise **Us** of the details of any single contract valued at £250,000 or more in advance of the commencing of the building work and pay any additional premium **We** may require.

9 Contract Works

The cover for each **Building** is extended to include **Contract Works**, where **You** are responsible for the risk of **Damage** to such **Contract Works** under **Your** contract with the building contractor, provided that:

- 9.1 **Our** maximum liability shall not exceed £500,000 in respect of any one contract;
- 9.2 the **Contract Works** are not insured by any other policy (whether in **Your**, the contractor's or any other person's name).

10 Contracting Purchaser's Interest

If **Damage** by an insured peril occurs to a **Building** after **You** have exchanged contracts for the sale of **Your** interest in that **Building** but before completion of the sale, the purchaser shall, on completion of **Your** sale to them, be entitled to cover under this Section in respect of such **Damage** in so far as the property is not otherwise insured by **You** or the purchaser for such **Damage**.

11 Emergency Services

We will pay all reasonable costs in repairing any **Damage** caused by the emergency services whilst attending the **Premises** as a result of **Damage** caused by a peril insured under this Section 1 (Material Damage), up to a maximum of £50,000 any one claim.

12 Exhibition Equipment

We will pay for **Damage** by any insured peril to **Your** exhibition stands, display models and similar promotional equipment, whilst at any premises used by **You** within the United Kingdom, the Channel Islands and the Isle of Man, provided that:

- 12.1 **Our** maximum liability shall not exceed £25,000 any one claim;
- 12.2 Such property is not insured by any other policy (whether in **Your** or any other's name)

13 Eviction of Squatters

We will pay reasonable costs and expenses necessarily incurred by **You** with **Our** prior written consent to remove or evict squatters from the **Buildings**, provided that:

- 13.1 **We** will not be liable for any fines or compensation payable or damage arising in the course of or as a result of removal or eviction of squatters;
- 13.2 the squatters were not in occupation prior to the inception date of this **Policy**;
- 13.3 the squatters' occupation first takes place during the **Period of Insurance**;
- 13.4 **Our** maximum liability will not exceed £50,000 any one claim and will not exceed £100,000 in total during the **Period of Insurance**.

14 Failure of Third Party Insurance

The cover under this Section 1 shall extend to include buildings owned by **You** which are not otherwise insured by this **Policy**, situated in the United Kingdom, the Channel Islands or The Isle of Man, which, by virtue of an agreement or lease, **Your** tenant, lessee or other occupier has the obligation to insure, but only where such tenant, lessee or other occupier has failed to maintain such insurance in force,

Provided that:

- 14.1 At the time of entering into the agreement or lease, **You** have received written confirmation from the tenant, lessee or other occupier and their insurers that insurance is in force in respect of the buildings and confirmation as to the extent of the insurance cover;
- 14.2 **You** review such insurance, including the extent of the cover, and receive confirmation from the tenant, lessee or other occupier and their insurers that such insurance remains in force at least every 12 months;
- 14.3 **You** advise **Us** immediately **You** become aware of buildings that have been inadvertently left uninsured;
- 14.4 Within 30 days of the discovery of the failure to insure, **You** notify **Us** of the relevant sums insured, arrange appropriate insurance and pay any additional premium that may be due;
- 14.5 No other insurance policy exists at the time of **Damage** in respect of the buildings concerned;
- 14.6 **Our** maximum liability shall not exceed the amounts stated in the **Schedule** or £5,000,000 any one claim, whichever is the lower, but in no case shall **Our** liability exceed the difference between the amount payable under the insurance effected by the tenant, lessee, or other occupier and the total cost of reinstatement of the buildings concerned as calculated under the Basis of Settlement clause in this Section.

We will not be liable:

- 14.7 for the amount of any **Excess**;
- 14.8 where the lessee's, tenant's or other occupier's insurance fails because of breach of conditions or warranty contained within such insurance or through their failure to make a fair presentation of the risk;
- 14.9 if the lessee, tenant or other occupier has failed to make or pursue a legitimate insurance claim.

General Condition 9 (Non Invalidation) shall not apply to this Extension.

15 **Fire Brigade**

We will pay all reasonable costs charged by any public authority in relation to extinguishment of or fighting a fire which causes or would otherwise cause **Damage to Property Insured** during the **Period of Insurance**, provided that **Our** liability will not exceed the **Sum Insured** shown in the **Schedule** for each **Building** during the **Period of Insurance**.

16 **Fire Extinguishment Expenses**

Following **Damage** by any insured peril, **We** will pay the reasonable costs incurred by **You** in respect of:

- 16.1 refilling fire extinguishing equipment;
- 16.2 recharging gas flooding systems;
- 16.3 replacing used sprinkler heads;
- 16.4 refilling sprinkler tanks;
- 16.5 resetting fire and intruder alarms,

Provided that such actions were not required prior to the **Damage** occurring.

17 Fixed Glass

The cover under this Section 1 in respect of **Damage** to fixed glass and sanitary ware is extended to include:

- 17.1 any necessary boarding up or temporary glazing pending replacement;
- 17.2 removing and refixing window fittings and other obstacles to fixing broken glass.

18 Fly Tipping

We will pay all reasonable costs incurred in cleaning and removing rubbish from any **Premises** in consequence of it being illegally deposited in or on or around the **Premises**, provided that:

- 18.1 **You** will be responsible for the first £250 of each and every loss;
- 18.2 **Our** maximum liability will not exceed £25,000 any one claim and will not exceed £100,000 in any one **Period of Insurance**.

19 Further Investigation Costs

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

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

20 General Interest Clause

The interests of any freeholders, lessees, tenants, residents and/or mortgagees of the **Buildings** insured by this Section 1 of the **Policy** are noted in this **Policy**, subject to **You** providing **Us** with their names in the event of a claim.

21 Gardeners and Maintenance Equipment

The cover under this Section 1 is extended to include **Damage** to gardening and maintenance equipment, owned by **You** or for which **You** are responsible under the terms of any contract, which is used in connection with the **Business**, provided that **Our** maximum liability will not exceed £25,000 any one claim and £100,000 in total during the **Period of Insurance**.

22 Inadvertent Omission to Insure

The cover under this Section 1 is extended to include any building within the United Kingdom, the Channel Islands and the Isle of Man, which **You** have an obligation to insure, whether such building is owned by or leased to **You** or in which **You** are interested as mortgagee, but have inadvertently left uninsured, provided that:

- 22.1 **Our** maximum liability shall not exceed the amounts stated in the **Schedule** or £5,000,000 any one claim, whichever is the lower;
- 22.2 **You** give notice to **Us** in writing immediately **You** become aware of an omission to insure and pay any additional premium required to insure the building from the date it became **Your** responsibility to insure;
- 22.3 **You** carry out checks no less than every 12 months (and record such checks in writing) to ensure that all of the buildings owned by or leased by **You**, or for which **You** are responsible or in which **You** have an interest as mortgagee, to ensure that there is adequate insurance cover in place for such buildings.

We will not be liable:

- 22.4 Where there is any other insurance covering the building concerned, even if it is in the name of some other person;
- 22.5 where other insurance taken out by **You** fails because of breach of conditions or warranty contained within such insurance or through **Your** failure to make a fair presentation of the risk;
- 22.6 if **You** have failed to make or pursue a legitimate insurance claim under such other insurance.

23 Index Linking

The **Declared Values** and **Sums Insured** will be adjusted for inflation to take into account movements in appropriate indices, unless **You** choose otherwise, at the renewal of this **Policy**. The renewal premium will be adjusted accordingly.

In the event of **Damage**, the percentage changes will continue to be applied to the **Sum Insured** between the date of any **Damage** and the date on which the **Damage** has been repaired or reinstated, provided that the work of rebuild, repair or replacement is commenced and carried out without undue delay.

24 Our Option to Rebuild

We may at **Our** option rebuild, restore or repair the **Buildings** destroyed or the portion damaged without being bound to reinstate, repair or restore the **Buildings** in exactly the same form as immediately prior to the **Damage** where circumstances do not reasonably permit. **You** shall, at **Your** own expense, provide **Us** with all such plans, documents and books as **We** may reasonably require to enable **Us** to rebuild, restore or repair the **Buildings**.

25 Landscaped Gardens

We will pay costs and expenses reasonably incurred with **Our** consent in making good **Damage** to landscaped gardens or grounds at the **Premises** caused by any peril insured, provided that **We** will not be liable for:

- 25.1 the cost of movement of soil other than as may be necessary for surface preparation;
- 25.2 the failure of trees, shrubs, plants and turf to become established after replanting;
- 25.3 the failure of seeds to germinate;
- 25.4 the first £500 of each and every claim.

Our maximum liability will not exceed £25,000 any one claim and £100,000 in total during any one **Period of Insurance**.

26 Loss of Keys

We will pay all reasonable costs for the replacement of locks and keys for doors and windows in **Buildings** for which **You** are responsible, which are necessary to maintain the security of the **Premises** following:

- 26.1 theft or accidental loss of keys during the **Period of Insurance**;
- 26.2 where there is reasonable evidence to suggest duplication of the keys.

Our maximum liability will be limited to £15,000 any one claim and £100,000 in total during any one **Period of Insurance**.

27 Loss Minimisation and Prevention Expenditure

We will pay all reasonable costs and expenses necessarily incurred following **Damage**, with **Our** prior consent, with the sole purpose of avoiding or diminishing the amount of the loss which, but for that expenditure, would have occurred.

28 Loss of Metered Supplies

We will pay for **Your** additional water, gas, electricity or metered supply charges, for which **You** are legally responsible, where such charges have been incurred as a result of **Damage** to **Property Insured** by any insured peril.

Our maximum liability will be limited to £50,000 any one claim and £250,000 in total during any one **Period of Insurance**.

29 Managing Agents

At **Your** request, in the event of **Damage** by any insured peril, **We** agree to waive any rights, remedies or relief to which **We** may become entitled by subrogation against a managing agent, if acting solely in the capacity as managing agent for the **Building** in which the damage has occurred, unless the **Damage** occurs as a result of the managing agent's gross negligence, wilful act or recklessness.

30 Mortgagees and Lessors

Any act or neglect of any mortgagor, lessee or occupier of any of the **Buildings** will not prejudice the interests of any mortgagee, freeholder, or lessor under this **Policy**, provided that:

30.1 such act or neglect is without their prior knowledge or authority;

30.2 **We** are notified immediately they become aware of such act or neglect;

30.3 **You** pay the appropriate additional premium if required.

31 Munitions of War

General Exclusions 1 (War and Government Action) and 3 (Terrorism) will not apply to **Damage** caused by the detonation of 20th century munitions of **War** or parts thereof within 1,000 metres of the **Buildings**, provided that at the time of detonation a state of **War** does not exist.

32 New Acquisitions

This Section 1 extends to include buildings within the United Kingdom, the Channel Islands or The Isle of Man acquired by **You** after the inception date of this **Policy**:

32.1 from the date of exchange of contracts for the purchase of such buildings;

32.2 from the date of practical completion of any building which was constructed for **You** and in respect of which **Your** interest was previously insured under a contracts all risks policy,

Provided that:

32.3 **You** inform **Us** as soon as is reasonably possible following the date of exchange of contracts or practical completion;

32.4 **You** take out insurance cover retrospectively back to such date and pay the additional premium that is due;

32.5 this extension will operate for 45 days only from the date of exchange of contracts or practical completion;

32.6 **You** are not entitled to benefit from any other insurance policy (whether or not in **Your** name) at the time of any **Damage**;

32.7 **Our** maximum liability shall not exceed the amounts stated in the **Schedule** or £5,000,000 any one claim, whichever is the lower.

33 Obsolete Building Materials

Following **Damage** to **Property Insured** by any insured peril, this Section 1 extends to cover the reasonable additional costs incurred in the replacement of damaged materials, which were reasonably fit for the purpose intended at the time the **Building** in which they are incorporated was installed, given the scientific and technical knowledge at that time, but which following **Damage** require replacement with more suitable, modern materials.

The **Building** shall not be regarded as being better or more extensive than when new as a result of repairs or rebuilding being carried out with more suitable, modern materials, provided that **Our** liability for the additional costs of replacing such materials does not exceed 10% of the **Building's Declared Value**.

34 Privity of Contract

We will pay all sums for which **You** become legally liable to any tenant or lessee to expend in the repair or reinstatement of buildings previously but no longer owned by **You**, where the current owner has failed to maintain adequate insurance cover.

Provided that:

- 34.1 **You** take all reasonable and appropriate steps to obtain a release from the tenant or lessee from **Your** liabilities under such covenants to insure such buildings, upon **You** selling or otherwise disposing of them;
- 34.2 **You** take all reasonable and appropriate steps to obtain an indemnity from the new owner in respect of any failure on their part to comply with any covenants requiring them to insure such buildings, upon **You** selling or otherwise disposing of them;
- 34.3 **We** are the sole provider of buildings insurance in respect of all buildings owned by **You** in connection with the **Business**, where **You** have an obligation to arrange insurance over them;
- 34.4 there is no other insurance effected by the current owner, lessee, tenants or sub-tenants of the buildings concerned;
- 34.5 **Our** maximum liability shall not exceed the amounts stated in the **Schedule** or £5,000,000 any one claim, whichever is the lower.

35 Public Relations Costs

In the event of **Damage** to the **Buildings** insured under this Section, **We** will pay reasonable costs incurred by **You** where it is necessary to employ suitable public relations personnel to deal with press and public statements or other similar activities, provided that **Our** liability does not exceed £10,000 any one claim.

36 Reinstatement to Match

We will pay for the cost of replacement or modification of undamaged parts of a **Building** that form part of a suite or which have a common design or function and can only reasonably be used in conjunction with one another, where the **Damage** is restricted to a clearly identifiable area or to a specific part and the undamaged parts cannot reasonably be used if not replaced or modified so as to match the damaged part of the property once reinstated, provided that the cost does not exceed that which would have been payable had all of the parts of the Building forming part of the same suite or having the same common design or function been wholly destroyed.

37 Removal of Wasps and Bees Nests

We will pay for the costs of removing wasps' and bees' nests during the **Period of Insurance** from any of the **Buildings** insured by this Section, provided that:

- 37.1 **Our** maximum liability does not exceed £1,000 any one claim;
- 37.2 The nests were not in the **Buildings** prior to the inception date of the **Policy**.

38 Seventy Two Hours Clause

All **Damage** caused by a storm or flood occurring within a period of 72 consecutive hours shall be deemed to be one single occurrence and shall form one insurance claim. **You** will have the

right to select the moment from which the 72 hour period shall be deemed to have commenced provided that the 72 hour period expires prior to the expiry of the **Period of Insurance**.

39 Sprinkler Upgrade

We will pay the additional costs incurred following **Damage** by an insured peril to any automatic sprinkler installation at the **Premises**, if **We** require the installation to conform to the Loss Prevention Council Rules for Automatic Sprinkler Installations current at the time when the **Damage** is repaired or reinstated.

40 Storm and Flood Resilience

Following **Damage** to **Buildings** by any insured peril, **We** will pay the additional cost of reinstatement incurred with **Our** prior written consent in:

- 40.1 using materials with improved water resilience;
- 40.2 relocating landlord's fixtures and fittings insured under this **Policy** in the same **Building** to an area less prone to the exposure of rising water from **Storm or Flood**.

41 Storm and Flood Protection

Following **Damage** to **Buildings** by **Storm** or **Flood**, **We** will pay the reasonable additional costs of reinstatement incurred with **Our** prior written consent in using PAS 1188 (or similar replacement standard) approved products or other appropriate products, methods or schemes, including specialist consultant fees, for the purpose of providing protection against future **Damage** by:

- 41.1 flood;
- 41.2 overflowing of drains and sewers;
- 41.3 inundation from water run-off from adjacent land.

42 Temporary Removal

This Section 1 will extend to cover any part of the **Buildings** or landlord's fixtures and fittings temporarily removed for cleaning, renovation, repair, or display purposes, but only to the extent that they are not otherwise insured under any other insurance policy (whether in **Your** name or any other person's name).

43 Trace and Access

Following **Damage** as a result of an escape of water or fuel oil from any tank, apparatus or pipe, **We** will pay the costs necessarily and reasonably incurred by **You** in locating the source of such **Damage** and in repairing the **Damage** caused by locating the source, provided that **Our** maximum liability will not exceed £100,000 any one claim.

44 Tree Felling and Lopping

We will pay for the cost of removing or lopping trees during the **Period of Insurance**, which are first discovered during the **Period of Insurance** to be an immediate threat to life or **Damage** to the **Premises**, provided that **Our** liability shall not exceed £15,000 any one claim.

We will not be liable for:

- 44.1 costs solely incurred to comply with a tree preservation order;
- 44.2 legal or local authority costs in removing trees.

45 Unauthorised Use of Metered Supplies

We will pay for the cost of metered electricity, gas or water for which **You** are legally responsible, arising from its unauthorised use during the **Period of Insurance** by any person occupying or taking control of the **Premises** without **Your** consent, provided that:

- 45.1 **Our** liability does not exceed £50,000 any one claim;
45.2 **You** terminate all such use as soon as **You** become aware of it.

46 Workmen

Workmen are allowed on the **Premises** for the purpose of making minor structural and other alterations without prejudicing the cover provided by this **Policy**.

Conditions applicable to this Section

1 Designation

For the purposes 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 or accounts.

2 Felt / Flat Roof

You shall ensure that any flat or felt on a timber portion of a roof, where the flat roof or felt is more than five years old, is inspected once every 24 months by a competent roofing contractor and any remedial works required to the roof are implemented immediately.

If **You** fail to comply with this condition, **We** will not pay any claim, unless **You** can show that non-compliance did not increase the risk of the **Damage** which forms the subject of the claim.

3 Subsidence

You shall inform **Us** as soon as is reasonably possible of any demolition, groundwork, excavation or construction, being carried out on any site adjoining the **Premises**.

On being notified of any such work, **We** may:

- 3.1 restrict cover under this **Policy**;
- 3.2 impose additional terms and conditions;
- 3.3 amend the premium;
- 3.4 cancel this **Policy**;
- 3.5 continue to provide cover on unaltered terms.

If **You** fail to notify **Us** of any works requiring notification under this condition, **We** may:

- 3.6 treat the **Policy** as if it had come to an end as at the date of the works, returning a proportionate amount of the premium for the unexpired **Period of Insurance**, if **We** would have cancelled the **Policy** had **We** been told of the works;
- 3.7 treat the **Policy** as if it had contained such additional terms (other than payment of additional premium) as **We** would have applied, had **We** been told of the works, from the date of the works commencing; or
- 3.8 proportionately reduce any claim by the same ratio as the total premium which **You** paid bears to the total premium **We** would have charged, had **We** been told of the works.

4 Underinsurance

The **Sums Insured** by any item of **Buildings or Contents** declared in **Your Schedule** are subject to average:

Underinsurance of Buildings

If the **Declared Value** at each separate **Building or Premises** shown in **Your Schedule** is less than the **Day One Rebuilding Value**, at the commencement of the **Period of Insurance**, **Our** liability for any **Damage** to **Buildings** shall be limited to that proportion of the amount otherwise payable which the **Declared Value** bears to the **Day One Rebuilding Value**.

Underinsurance of Contents

If the **Declared Value** of each item of **Contents** or the **Contents** as a whole shown in **Your Schedule** is less than the **New for Old Cost** at the commencement of the **Period of Insurance**, **Our** liability for any **Damage to Contents** shall be limited to that proportion of the amount otherwise payable which the **Declared Value** bears to the **New for Old Cost**.

Exclusions Applicable to this Section

We will not pay for **Damage to Property Insured** under this Section 1 caused by or consisting of:

- 1 Inherent vice, latent defect, gradual deterioration, wear and tear, frost, changes in the water table level, its own faulty design or materials.
- 2 Faulty or defective manipulation, dying, cleaning, repair or renovation, but **We** will pay for subsequent **Damage** which itself results from a cause not otherwise excluded.
- 3 Faulty or defective workmanship by **You** or any of **Your** employees.
- 4 Corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects.
- 5 Change in temperature, colour, flavour, texture or finish.
- 6 Mechanical or electrical breakdown or derangement, but **We** will pay for:
 - 6.1 such **Damage** which would otherwise be excluded by this sub-clause 6, where it results from a **Defined Peril** or from any other accidental loss;
 - 6.2 subsequent **Damage** which itself results from a cause not otherwise excluded.
- 7 Consequential loss of any kind or description.

Exclusions 1, 3 and 6 above do not apply to peril 14 (Accidental Damage) which has similar exclusions of its own.

We will not pay for **Damage** under this Section to:

- 8 Alterations, additions and improvements to **Buildings** or **Contents** made after commencement of the **Period of Insurance**, other than under Extension 5.
- 9 Contract Works, other than under Extension 9.
- 10 Damage to buildings acquired by **You** after commencement of the **Period of Insurance**, other than under Extension 32.

SECTION 2 – BUSINESS INTERRUPTION

DEFINITIONS

Any references to **Premises** within this Section 2 are to buildings at those **Premises**.

Additional Expenditure	The additional expenditure (other than Reletting Costs) reasonably and necessarily incurred by You during the Indemnity Period , as a result of Damage to Property Insured , solely to avoid or minimise any loss of Rent Receivable during the Indemnity Period .
Calculated Rent	<p>a) The annual amount of Rent Receivable at the commencement of the Period of Insurance plus increases in Rent Receivable expected from rent reviews known to be due during the Period of Insurance, proportionately increased when the Indemnity Period exceeds 12 months;</p> <p>b) When the Premises is totally or partly Unoccupied, the annual amount of Rent Receivable at the commencement of the Period of Insurance that would reasonably have been expected to have been paid to You during the Period of Insurance, proportionately increased when the Indemnity Period exceeds 12 months.</p>
Incident	An incident of Damage occurring at the Premises or, where the context of any relevant Extensions require, damage to premises in the immediate vicinity of the Premises , denial of access to the Premises , closure of the Premises , failure of supplies or utilities.
Indemnity Period	The period starting at the date of the Damage and ending no later than the number of months as stated in the Schedule .
Loss of Interest	<p>Loss of:</p> <p>a) the actual interest paid by You on capital borrowed (solely to offset, in whole or part, the loss of use of the sale proceeds of the Premises) for the purposes of financing the Business; and</p> <p>b) the investment interest lost by You on the balance of the sale proceeds of the Premises after deduction of any interest paid by You on capital borrowed in accordance with part (a) of this definition.</p>
Outstanding Debit Balances	Debts which Your customers, lessees or tenants owe to You at the date of any Damage , taking into consideration bad debts, debits and credits owed which are not passed through Your accounts or business books, trading conditions affecting Your Business and the last record which You held of such debts.
Rent Receivable	The amount of money, including rent and service charges, payable to You from the letting of the Premises as stated in the Schedule .
Re-letting Costs	The costs and expenditure reasonably and necessarily incurred by You , solely as a result of the Damage , from the date of the Damage until the expiry of the Indemnity Period , in re-letting the Premises (including

legal fees, managing agents' costs and other charges in respect of re-letting).

What is covered

When a **Premises** owned by **You** suffers **Damage** which is covered by Section 1 (Material Damage) during the **Period of Insurance**, causing an interruption in the **Business**, which results in a loss of **Rent Receivable**, **We** will pay:

- 1 the amount by which the **Rent Receivable** falls short of that which would have been received, but for the **Damage**, during the **Indemnity Period**, as a result of the **Damage**;
- 2 **Re-letting Costs**;
- 3 **Additional Expenditure** not exceeding the amount of the loss of **Rent Receivable** avoided by incurring such expenditure,

less any sums saved during the **Indemnity Period** in respect of charges and expenses payable out of **Rent Receivable**, which cease or are reduced as a result of the **Damage**.

Our maximum liability under this Section 2 (irrespective of the number of extensions under which a claim might be made) in respect of each **Premises** will not exceed 200% of the **Sum Insured** for **Rent Receivable** shown in the **Schedule** against that **Premises**.

Extensions applicable to this Section 2 only

You will also benefit from the following extensions.

Any financial limits set out within the following extensions are sub-limits within the **Sum Insured** and are not payable in addition to the **Sum Insured**.

1 Accountants and Legal Fees

Following **Damage** to any **Premises**, which is covered by Section 1 (Material Damage), **We** will pay reasonable charges paid by **You** with **Our** written consent to:

- 1.1 lawyers for determining **Your** contractual rights and obligations under any rent cessor clause or insurance break clause included in the lease of the **Premises**;
- 1.2 auditors or professional accountants for producing such information as may be required by **Us** under the Claims Conditions within this **Policy** and for reporting that such information is in accordance with **Your** accounts,

but excluding any such charges incurred for any other purposes in the preparing, submitting, handling and negotiating any claim submitted under this **Policy**.

2 Automatic Reinstatement

Following **Damage** by any insured peril, the **Sums Insured** shall not be reduced by the amount of the claim provided that:

- 2.1 **We** do not give written notice to the contrary within 30 days of the **Damage**; and
- 2.2 **You** pay any additional premium required by **Us** from the date of the **Damage** to the expiry of the **Period of Insurance**.

3 **Alternative Premises**

If during the **Indemnity Period** accommodation shall be provided or services rendered by **You** or **Your** representatives elsewhere than at the **Premises** for the benefit of the **Business**, the money paid or payable for such accommodation or services shall be taken into account in calculating the loss of **Rent Receivable** during the **Indemnity Period**.

4 **Book Debts**

If **Your** business books or records suffer **Damage** by any of the perils insured under Section 1 (Material Damage) whilst on the **Premises**, or whilst temporarily removed to any premises in the United Kingdom, the Channel Islands or The Isle of Man or whilst in transit in between such locations, which results in **Your** inability to trace or establish **Outstanding Debit Balances**, **We** will pay **You**:

- 4.1 the difference between the **Outstanding Debit Balances** and the total amounts received or traced in respect thereof;
- 4.2 the **Additional Expenditure** incurred with **Our** written consent in tracing and establishing customers', tenants' or lessees' debit balance/s after the **Damage**,

Provided that **You** record the total amount of **Outstanding Debit Balances** at least once every 7 days and keep a copy in a locked, fire resistant safe or cabinet at the **Premises** or away from the **Premises**.

We will not pay for losses caused directly or indirectly or contributed to by:

- 4.3 the corruption or distortion of information on computer systems or records;
- 4.4 the presence of a magnetic flux whilst **Your** business books or records are placed or contained in or on any machine or **Data** processing apparatus, unless caused by **Damage** to such machine or apparatus;
- 4.5 due to errors in such records;
- 4.6 deliberate falsification of business records;
- 4.7 mislaying or misfiling records;
- 4.8 the deliberate act of a service supplier in restricting or withholding electricity supply;
- 4.9 dishonest or fraudulent acts by **You** or any of **Your** employees.

5 **Buildings Awaiting Sale**

If, prior to any **Damage** covered by Section 1 (Material Damage) occurring, **You** have contracted to sell **Your** interest in the **Premises** or have accepted an offer in writing to sell **Your** interest in the **Premises** subject to contract, and the sale falls through or is delayed solely as a result of the **Damage**, **We** will, at **Your** option, make one of the following alternative payments:

- 5.1 the loss of **Rent Receivable**, resulting solely and independently of any other cause from the **Damage**, between the date of the **Damage** and the date when the **Premises** would have been sold (but for the **Damage**); or
- 5.2 the **Loss of Interest** between the date upon which the **Premises** would have been sold and the actual date of sale or the expiry of the **Indemnity Period**, if earlier, less any **Rent Receivable** over the same period;
- 5.3 **Additional Expenditure** being:
 - 5.3.1 the **Additional Expenditure** incurred to avoid or reduce the loss payable under 6.1 and 6.2 above, but not exceeding the amount of the loss avoided by such expenditure;
 - 5.3.2 the additional legal fees and other expenditure incurred solely as a result of the sale falling through or being delayed as result of the **Damage**, but not exceeding the amount of such expenditure incurred immediately prior to the **Damage**,

Provided that:

- 5.4 the amount payable under this Extension shall not exceed the amount of **Rent Receivable** that would have been earned if the **Premises** had been leased or rented;
- 5.5 **You** make all reasonable efforts to complete the sale of the **Premises** as soon as practicable following the **Damage**;
- 5.6 **Our** maximum liability during one **Period of Insurance** shall not exceed 10% of the **Sum Insured** for **Rent Receivable** on the **Premises** or £250,000, whichever is the lower.

6 **Capital Additions**

References within this Section to **Premises** includes alterations, additions, and improvements to the **Buildings** at such **Premises**, provided that:

- 6.1 **You** shall give **Us** full details of such alterations, additions and improvements as soon as practicable and, in any event, within 6 calendar months of such alterations, additions, and improvements;
- 6.2 **You** shall take out specific insurance cover for loss of **Rent Receivable, Additional Expenditure, Re-letting Costs** and any other losses covered by the Extensions to this Section 2 which are consequent upon an **Incident** involving the alterations, additions and improvements to the **Buildings**, such insurance to be retrospective to the date when such alterations, additions and improvements were made, and pay any additional premium required by **Us**;
- 6.3 **Our** maximum liability under this Section 2 for any one claim arising out of an **Incident** involving the alterations, additions and improvements to the **Buildings** will not exceed for each **Premises** the lesser of :
 - 6.3.1 20% of the **Sum Insured** for **Rent Receivable** shown in the **Schedule**;
 - 6.3.2 £500,000 in respect of any **Unoccupied Premises** and £5,000,000 in respect of any other **Premises**.

7 **Contracting Purchasers Interest**

If **Damage** occurs to a building covered by Section 1 (Material Damage), after **You** have exchanged contracts for the sale of **Your** interest in that building, but before completion of the sale, the purchaser shall, on completion of **Your** sale to them, be entitled to cover under this Section up until completion takes place, in so far as the property is not otherwise insured by **You** or the purchaser for losses covered by this Section 2.

8 **Denial of Access**

The cover under this Section 2 is extended to cover loss of **Rent Receivable, Additional Expenditure** and **Re-Letting Costs** caused by access to the **Premises**, or to any property or rights of way within the immediate vicinity of the **Premises**, being hindered or prevented as a result of:

- 8.1 **Damage**;
- 8.2 occupation by terrorists or persons reasonably believed to be terrorists;
- 8.3 unlawful occupation by third parties other than where such occupation takes place as part of a labour dispute;
- 8.4 such property or rights of way containing or being reasonably believed to contain a harmful device provided that the police are immediately informed;
- 8.5 closure or sealing by the police or by any other statutory body, except where closure or sealing of the **Premises** is due to:
 - 8.5.1 the condition of the **Premises**;
 - 8.5.2 the nature of the business or activity being carried on within the **Premises**;

- 8.5.3 **Your** or **Your** tenant's or lessee's non-compliance with a prior order of the police or any statutory body;
 - 8.5.4 action taken as a consequence of drought, disease or other hazards to health,
- Provided that **We** will not be liable for:
- 8.6 loss arising from access being prevented or hindered by any cause within **Your** or **Your** tenant or lessee's control;
 - 8.7 loss arising from access being prevented or hindered by maintenance being carried out to a property as a result of an inherent defect within it or wear and tear;
 - 8.8 more than 10% of the **Sum Insured** for loss of **Rent Receivable** or £5,000,000 whichever is the lesser.

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

The cover under this Section 2 is extended to cover loss of **Rent Receivable**, **Additional Expenditure** and **Re-letting Costs** caused by the closure of the **Premises** or any part thereof on the order or advice of any local, governmental or public authority, due to the occurrence of any of the following at the **Premises**:

- 9.1 Diseases:
 - 9.1.1 acute encephalitis, acute poliomyelitis, anthrax, chicken pox, cholera, diphtheria, dysentery, legionellosis, legionnaire's disease, leprosy, leptospirosis, malaria, measles, neonatorum, paratyphoid fever, bubonic plague, rabies, rubella, scarlet fever, smallpox, tetanus, typhoid fever, viral hepatitis, whooping cough or yellow fever;
 - 9.1.2 discovery of an organism likely to result in the occurrence of a disease listed at 10.1.1 above;
 - 9.1.3 any of the diseases listed at 10.1.1 above occurring outside of the **Premises** but attributable to food or drink supplied from the **Premises**;
 - 9.2 the discovery of vermin or pests;
 - 9.3 any accident causing defects or **Damage** to appear within the drains or other sanitary areas;
 - 9.4 murder or suicide,
- Provided that:
- 9.5 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, governmental or public authority;
 - 9.6 **We** shall not be liable for:
 - 9.6.1 any costs incurred in cleaning, repair, replacement, recall or checking of property;
 - 9.6.2 loss arising at those parts of the **Premises** which are not wholly or partially closed on the order or advice of the local, governmental or public authority;
 - 9.6.3 more than 10% of the **Sum Insured** for **Rent Receivable** shown in the **Schedule** or £1,000,000, whichever is the lesser.

10 **Failure of Supplies**

The cover under this Section 2 is extended to cover loss of **Rent Receivable**, **Additional Expenditure** and **Re-letting Costs** caused by:

- 10.1 accidental failure of public supplies of electricity, gas or water at the terminal ends of the supply authority's service feeders to the **Premises**;
We will not be liable for any loss which is a consequence of a supply failure:
 - 10.1.1 lasting less than one hour;
 - 10.1.2 caused by **Your** wilful act or neglect;

- 10.1.3 caused by a deliberate act of any supply authority, unless for the sole purpose of safeguarding life or protecting any part of the supply authority's system;
 - 10.1.4 caused by industrial action or drought;
 - 10.1.5 caused by a scheme of rationing, unless solely necessitated by accidental **Damage** to the supply authority's generating or supply equipment;
 - 10.2 **Damage** to property at any land based premises of the public telecommunications undertaker from which **You** obtain telecommunication services for **Your Premises** which results in an interruption of supply to **Your Premises**.
- Our** maximum liability under this Extension shall not exceed 10% of the **Sum Insured** for loss of **Rent Receivable** or £1,000,000, whichever is the lesser.

11 Failure of Utilities

The cover under this Section 2 is extended to cover loss of **Rent Receivable**, **Additional Expenditure** and **Re-letting Costs** caused by the accidental failure of the supply of:

- 11.1 electricity at the terminal ends of the supply authority's service feeders at the **Premises**;
- 11.2 gas at the supply authority's meters at the **Premises**;
- 11.3 water at the supply authority's main stop cock serving the **Premises**;
- 11.4 land based telecommunications at the **Premises**,

We will not be liable for any loss which is a consequence of a supply failure caused by:

- 11.5 the deliberate act of any supply authority;
- 11.6 the supply authority exercising its power to withhold or restrict supply;
- 11.7 **Your** wilful act or neglect;
- 11.8 drought.

Our maximum liability under this Extension shall not exceed 10% of the **Sum Insured** shown in the **Schedule** for **Rent Receivable** or £1,000,000, whichever is the lesser.

12 Inadvertent Omission to Insure

References within this Section 2 to **Premises** includes any building within the United Kingdom, the Channel Islands and The Isle of Man, which **You** have an obligation to insure, whether such building is owned by or leased to **You** or in which **You** are interested as mortgagee, but have inadvertently left uninsured, provided that:

- 12.1 **Our** maximum liability under this Section 2 for any one claim arising out of an **Incident** involving such building will not exceed for each **Premises** the lesser of:
 - 12.1.1 20% of the **Sum Insured** for **Rent Receivable** shown in the **Schedule**;
 - 12.1.2 £500,000 in respect of any **Unoccupied Premises** and £5,000,000 in respect of any other **Premises**;
- 12.2 **You** give notice to **Us** in writing immediately **You** become aware of an omission to insure;
- 12.3 **You** notify **Us** of the sum insured required under this Section 2 for such building within 30 days of discovering that the building has not been insured and pay any additional premium required to insure the building from the date it became **Your** responsibility to insure;
- 12.4 **You** carry out checks no less than every 12 months (and record such checks in writing) to ensure that there is adequate insurance cover in place for all of the buildings owned by or leased by **You**, or for which **You** are responsible or in which **You** have an interest as mortgagee.

We will not be liable:

- 12.5 where there is any other insurance covering the losses covered by this Section 2 in respect of the building concerned, even if it is in the name of some other person;

- 12.6 where other insurance taken out by **You** fails because of breach of conditions or warranty contained within such insurance or through **Your** failure to make a fair presentation of the risk;
- 12.7 if **You** have failed to make or pursue a legitimate insurance claim under such other insurance.

13 **Loss of Attraction**

The cover under this Section 2 is extended to cover loss of **Rent Receivable**, **Additional Expenditure** and **Re-letting Costs** caused by **Damage** by any of the perils insured under Section 1 (Material 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:

- 13.1 an agreement to lease the **Premises** or any part thereof, which is in the course of negotiation or review at the time of the **Damage**, falls through or is varied so that the **Rent Receivable** is reduced;
- 13.2 the turnover of any tenant's or lessee's **Business** is affected and the **Rent Receivable** is reduced.

Our maximum liability under this Extension shall not exceed £250,000 for all losses or series of losses arising directly or indirectly from the same operating cause.

14 **Loss of Investment Income**

Where **You** are entitled to claim for loss of **Rent Receivable** under this Section 2 and **We** pay **You** the loss of **Rent Receivable** later than the date upon which **You** would normally have expected to receive the **Rent Receivable** from a tenant or lessee, **We** will pay a further sum representing the investment interest lost by **You** during the delay period.

15 **Managing Agents Premises**

The cover under this Section 2 is extended to cover loss of **Rent Receivable** resulting solely, and independently of any other cause, from **Damage** by any of the perils insured under Section 1 (Material Damage) to buildings or other property within the United Kingdom, the Channel Islands or the Isle of Man, owned or occupied by managing agents of **Your Premises**, as a consequence of which the **Rent Receivable** by **You** is reduced or not collected, provided that:

- 15.1 such loss of **Rent Receivable** is not insured under any other policy (whether in **Your** name, the name of the managing agents or others);
- 15.2 **You** take all reasonable steps to recover **Rent Receivable** and repay to **Us** all sums paid to **You** under this Extension which **You** later recover;
- 15.3 **Our** maximum liability for any one loss shall not exceed 10% of the **Sum Insured** for **Rent Receivable** shown in the **Schedule** or £500,000, whichever is the lesser.

16 **New Acquisitions**

References within this Section to **Premises** includes new buildings acquired by **You** after the commencement of the **Period of Insurance** within the United Kingdom, the Channel Islands or The Isle of Man

- 16.1 from the date of exchange of contracts for the purchase of such buildings;
- 16.2 from the date of practical completion of any building which was constructed for **You** and in respect of which **Your** interest was previously insured under a contracts all risks policy,

Provided that:

- 16.3 **You** inform **Us** as soon as is reasonably possible following the date of exchange of contracts or practical completion;

- 16.4 **You** take out insurance cover for the risks covered by this Section 2 retrospectively back to the date of exchange or contracts or practical completion and pay the additional premium that is due;
- 16.5 this extension will operate for 30 days only from the date of exchange of contracts or practical completion;
- 16.6 **You** are not entitled to benefit from any other insurance policy (whether or not in **Your** name) at the time of any **Damage**;
- 16.7 **Our** maximum liability shall not exceed £500,000 in respect of any **Unoccupied Premises** and £3,000,000 in respect of any other **Premises**.

17 **Payments on Account**

Payments on account will be made to **You** in respect of claims for loss of **Rent Receivable** on the date upon which the **Rent Receivable** would have been due from **Your** tenant or lessee, if the **Damage** or other occurrence had not occurred.

18 **Relocation of Tenants**

In the event that a tenant is relocated to an empty premises owned by **You**, following **Damage** to **Premises** which is covered by Section 1 (Material Damage), any claim under this Section for loss of **Rent Receivable** in relation to the damaged **Premises** will not be reduced provided that:

- 18.1 the buildings at the **Premises** are insured under Section 1 (Material Damage) of the **Policy**;
- 18.2 **Our** maximum liability shall not exceed the **Sum Insured** for **Rent Receivable**.

19 **Rent Free Period**

If, at the date of **Damage** to **Premises** which is covered by Section 1 (Material Damage), such **Premises** are subject to a rent free period concession under the terms of the lease or tenancy agreement, then the **Indemnity Period** under this Section shall be adjusted, by adding the unexpired portion of the rent free period to the number of months shown in the **Schedule** as the **Indemnity Period**, provided that **Our** liability shall not exceed 200% of the **Sum Insured** for **Rent Receivable** shown in the **Schedule**.

20 **Seventy Two Hours Clause**

All **Damage** caused by a storm or flood occurring within a period of 72 consecutive hours shall be deemed to be one single occurrence and shall form one insurance claim. **You** will have the right to select the moment from which the 72 hour period shall be deemed to have commenced provided that the 72 hour period expires prior to the expiry of the **Period of Insurance**.

Conditions Applicable to this Section

1 **Under Insurance**

If the **Sum Insured** by any item of **Rent Receivable** at the commencement of the **Period of Insurance** is less than the **Calculated Rent** for that item, **We** will only pay that proportion of any claim under this Section 2 that the **Calculated Rent** bears to the **Sum Insured** against the corresponding item of **Rent Receivable**.

Exclusions Applicable to this Section

We will not pay for any losses which would otherwise be covered by this Section 2 which arise out of an **Incident** affecting:

1. Alterations, additions and improvements to **Premises** made after commencement of the **Period of Insurance**, other than under Extension 6.
2. Damage to buildings acquired by **You** after commencement of the **Period of Insurance**, other than under Extension 16.

SECTION 3 – LOSS OF MONEY, PERSONAL ACCIDENT AND ASSAULT

DEFINITIONS

Accident or Assault	An accident involving or a malicious attack, assault or any attempted attack or assault on an Insured Person .
Bodily injury	Physical bodily injury occurring at an identifiable time and place, which is caused by violent, external and visible means which is unexpected and unforeseen by the Insured Person who is injured.
Death	Death of an Insured Person occurring within 24 months of an Accident or Assault .
Disablement	Permanent Total Disablement, Temporary Total Disablement or Temporary Partial Disablement.
Insured Person	Any employee, director or partner engaged in Your Business whilst acting in the course of their employment with You .
Loss of Limb	Physical severance or permanent total loss of use of an Insured Person's entire hand or arm or entire foot or leg, occurring within 24 months of an Accident or Assault , which the Insured Person has survived for at least a one month after the severance or loss of use.
Loss of Sight	Total loss of sight in one or both of an Insured Person's eyes, occurring within 24 months of an Accident or Assault , which has lasted for three consecutive months of the Insured Person's lifetime and is beyond the hope of repair at the end of that period.
Money	Negotiable Money and Non-Negotiable Money owned by You .
Negotiable Money	Cash, bank notes and currency, uncrossed cheques and uncrossed postal orders, luncheon vouchers, current postage stamps, trading stamps, gift tokens or consumer redemption vouchers.
Non- Negotiable Money	Crossed cheques, crossed postal orders, crossed bankers' drafts, premium bonds, credit sales vouchers or receipts.
Permanent Total Disablement	A disablement occurring or commencing within 24 months of an Accident or Assault , which permanently, completely and continuously prevents the Insured Person from performing their usual occupation or any other occupation to which the Insured Person is suited through their knowledge and training, which has lasted for two consecutive years of the Insured Person's lifetime and is beyond the hope of improvement at the end of that period.
Temporary Partial Disablement	A disablement occurring or commencing within 24 months of an Accident or Assault , which prevents the Insured Person from

performing a substantial part of their usual occupation for a temporary period.

**Temporary Total
Disablement**

A disablement occurring or commencing within 24 months of an **Accident or Assault**, which completely prevents the **Insured Person** from performing their usual occupation for a temporary period.

Transit

Whilst being transported:

- a) in **Your** personal custody or the custody of any of **Your** authorised partners, directors, or employees;
- b) by a security company approved by **You**; or
- c) by registered post.

What is covered

Cover for Money and Associated Property

We will pay **You** the amount of **Your** loss, if during the **Period of Insurance** and within the United Kingdom **You** suffer:

- 1 **Damage to Money;**
- 2 **Damage** caused by theft to:
 - 2.1 **Your** safes or strong rooms which normally contain **Money**;
 - 2.2 any of **Your** cases, bags or other containers used to carry **Money**;
 - 2.3 any franking machine, which **You** own or for which **You** are responsible,

Provided that:

- 3 **We** will not pay for any claim arising directly or indirectly from the dishonest act of any person in **Your** employment or service (whether or not in collusion with others), unless the **Damage** is discovered within 21 days of it occurring;
- 4 **We** will not be liable for loss occurring through clerical or accounting errors;
- 5 **We** will only pay for claims for **Damage to Money** in the custody or control of a security company, if **You** are unable to recover such loss under the terms of **Your** contract with the security company;
- 6 **We** will only be liable for loss from or **Damage** to a safe or strong room if all the keys and combination codes for the safe or strong room have been removed from the **Premises** or kept on **Your** person or that of an authorised employee;
- 7 any safe or strong room is securely locked when unattended;
- 8 **You** keep full and complete accounts of all **Money** in **Transit** and on the **Premises** and keep such records in a secure place other than in a safe or strong room;
- 9 **Our** liability will not exceed the **Sum Insured** shown in the **Schedule**.

Cover for Accident or Assault

If any **Insured Person** sustains **Bodily Injury** arising from an **Accident or Assault** occurring during the **Period of Insurance** as a result of any person stealing or attempting to steal **Money** insured by this **Policy**, which solely and independently of any other cause leads to the **Insured Person** suffering:

- 1 **Death;**
- 2 **Loss of Limb;**
- 3 **Loss of Sight;** or
- 4 **Disablement,**

We will pay **You** the sum or sums set out in the Table of Benefits below for **You** to hold on trust for the **Insured Person** or their legal representatives. **Our** liability under this Section 3 of the **Policy** shall be discharged by making payment to **You** rather than to the **Insured Person**.

Table of Benefits

1. Death	£100,000
2. Loss of Limb	£100,000 (irrespective of the number of limbs affected)
3. Loss of Sight	£100,000 (irrespective of the number of eyes affected)
4. Permanent Total Disablement	£100,000
5. Temporary Total Disablement	£250 per week
6. Temporary Partial Disablement	£150 per week

Exclusions and Restrictions

We will not be liable to pay:

- 1 any benefits until **You** and **We** have reached agreement on the entire amount payable in respect of the Insured Person;
- 2 benefits for longer than 104 weeks of **Temporary Total Disablement** or **Temporary Partial Disablement**;
- 3 any benefits unless the **Death, Loss of Sight, Loss of Limb** or **Disablement** occurs or commences within 24 months of the date of the **Accident or Assault**;
- 4 more than one benefit for each **Insured Person** arising out of the same **Accident or Assault**;
- 5 for **Death, Loss of Sight, Loss of Limb** or **Disablement** caused directly or indirectly by illness, disease or psychiatric injury.

SECTION 4 – EMPLOYER'S LIABILITY

DEFINITIONS

Business

The **Business** stated in the **Schedule** including:

- a) the ownership, use, repair, maintenance and decoration of the **Premises**;
- b) the provision and management by **You** of canteen, sports, social or welfare organisations for the benefit of **Your Employees** and the provision and management of first aid, fire, security and ambulance services;
- c) participation in trade shows and exhibitions in the **United Kingdom**;
- d) private work undertaken with **Your** consent by **Employees** for any of **Your** directors, partners or senior officials;
- e) the provision of nursery, crèche and childcare facilities which are incidental to **Your Business**.

Costs and Expenses

- a) Claimant's legal costs and expenses arising in respect of any claim against **You** which may be covered under this Section 4;
- b) all legal costs and expenses incurred by **You** with **Our** prior written consent in respect of any claim against **You** which may be covered under this Section 4;
- c) costs and expenses of legal representation at any coroner's inquest or fatal accident inquiry in respect of the death of any **Employee**;
- d) all legal costs and expenses incurred by **You** with **Our** prior written consent for representation at any court of summary jurisdiction, or in any higher court, in relation to any criminal proceedings which are covered by any of the Extensions to this Section 4
- e) all prosecution costs awarded against **You** which may be covered by any of the Extensions to this Section 4.

Employee

Any person working for **You** in connection with **Your Business** who is:

- a) employed under a contract of service or apprenticeship with **You**;
- b) a labour master or person supplied by him;
- c) employed by labour only sub-contractors, but only whilst working for **You** and under **Your** control;
- d) self-employed, but only whilst working for **You** and under **Your** control;
- e) hired to or borrowed by **You**;
- f) supplied to **You** for the purpose of study, work or training experience;
- g) a prospective employee who is undergoing practical work experience whilst being assessed by **You** as to his or her suitability for employment;
- h) a voluntary helper while working under **Your** supervision and control and in connection with **Your Business**;
- i) an outworker or homeworker employed under a contract to personally carry out any work in connection with the **Business** while they are engaged in that work.

Injury

Bodily injury, death, disease, illness, psychiatric injury, mental anguish or nervous shock.

Limit of Indemnity

- a) The amount specified in the **Schedule** which is **Our** maximum liability to **You** under this Section 4 (including all Extensions to it) for:
 - all claims for damages payable by **You** to any claimant or any number

- of claimants;
 - together with all **Costs and Expenses**, arising out of any one event or series of events resulting from or attributable to one source or original cause, irrespective of the number of claims or claimants.
- b) Despite anything contained in a), **Our** liability to **You** under Section 4 for:
 - all claims for damages payable by **You** to any claimant or any number of claimants;
 - together with **Costs and Expenses** arising out of any one event or series of events resulting from or attributable to one source or original cause, which directly or indirectly arises out of **Terrorism**, will not exceed £5,000,000.
- c) Despite anything contained in a), **Our** liability to **You** under Section 4 for:
 - all claims for damages payable by **You** to any claimant or any number of claimants;
 - together with **Costs and Expenses** arising out of any one event or series of events resulting from or attributable to one source or original cause, in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos, materials or **Products** containing asbestos will not exceed £5,000,000.

Offshore From the time of embarkation by an **Employee** onto a vessel or aircraft (including helicopters) for conveyance from land to an offshore installation, support or accommodation vessel until disembarkation by that **Employee** from a vessel or aircraft (including helicopters) onto land upon return from an offshore installation, support or accommodation vessel. For the purpose of this definition “offshore installation” does not include wind farms.

Products Any tangible products or goods (including containers, labelling, instructions or advice provided in connection with those products or goods) which are manufactured, sold, supplied, erected, repaired, altered, treated, designed, tested, installed, formulated, constructed or serviced by **You** in the course of **Your Business**.

Territorial Limits a) The **United Kingdom**
 b) elsewhere in the world for visits in connection with **Business** undertaken by **You** or any of **Your** directors, partners, senior officials or **Employees** who normally reside in the **United Kingdom** in respect of non-manual work.

United Kingdom England, Scotland, Wales, Northern Ireland, the Channel Islands and The Isle of Man and the territorial waters of those countries.

What is covered

We will indemnify **You** against:

- 1 all sums which **You** become legally liable to pay as damages; and
- 2 **Costs and Expenses**

in respect of **Injury** to any **Employee** which arises out of and in the course of their employment by **You** in **Your Business** and which is caused during the **Period of Insurance** within the **Territorial Limits**.

The maximum amount payable under this Section 4, including the cover set out above and any of the covers set out in the Extensions, shall not exceed the **Limit of Indemnity**.

Extensions applicable to this Section 4 only

1 Additional Persons

The cover under this Section 4 (including the cover provided by Extensions 2, 3 and 5) is extended to apply:

- 1.1 in the event of death of any person entitled to cover under this Section 4 (including its Extensions), to the deceased's legal representatives or personal representatives, but only in respect of liability incurred by the deceased person;
- 1.2 to any of the following at **Your** prior written request:
 - 1.2.1 Any of **Your** partners, directors or **Employees**, in respect of liability arising in connection with **Your Business** (including in respect of any private work carried out for them by **Employees** with **Your** consent), provided that **You** would have been entitled to cover under this Section if the claim had been made against **You**;
 - 1.2.2 any committee member, officer or member of **Your** canteen, social, sports or welfare organisations, or of **Your** fire, security, first aid, medical or security services in their capacity as committee member, officer or member;
 - 1.2.3 any principal in respect of liability arising from the performance by **You** of any contract entered into with the principal, but only to the extent that such contract requires the principal's liabilities to be insured by **You**, and provided that **You** would have been entitled to an indemnity under this Section 4 if the claim had been made against **You**,

Provided that:

- 1.2.4 any such party is not entitled to an indemnity under any other insurance policy;
- 1.2.5 each such party shall comply with the terms and conditions of this **Policy** and any reference within this **Policy** to **You** shall be treated as being a reference to both **You** and any additional persons insured under this Section;
- 1.2.6 where **We** are required to insure more than one party, **Our** aggregate liability shall not exceed the **Limit of Indemnity** in respect of any claim or series of claims arising out of one occurrence, irrespective of the number of additional persons claiming an indemnity under this Section 4 in respect of such occurrence;
- 1.2.7 **We** have sole control and conduct of the defence of any claim or proceedings.

2 Corporate Manslaughter

We will indemnify **You** against legal costs and expenses incurred with **Our** prior written consent in connection with:

2.1 the defence of any legal proceedings, including any appeal against conviction but not sentencing, brought against **You** in respect of a criminal charge; and / or

2.2 the investigation of a criminal charge

of corporate manslaughter or corporate homicide on **Your** part, brought in the **United Kingdom** under the Corporate Manslaughter and Corporate Homicide Act 2007 or equivalent legislation, arising out of the death of an **Employee** occurring during the **Period of Insurance** and in the course of the **Business**,

Provided that:

2.3 **Our** maximum aggregate liability under this Extension will not exceed £5,000,000 in any one **Period of Insurance**. This is a sub-limit which forms part of the overall **Limit of Indemnity** under this Section 4 and is not in addition to that **Limit of Indemnity**;

2.4 **You** must obtain **Our** prior written agreement prior to the appointment of any lawyer who **You** wish to act on **Your** behalf;

2.5 **You** inform **Us** immediately of any summons or other processes served on **You** which may give rise to a claim under this Extension;

2.6 before **We** consent to fund any appeal against conviction, **You** must have obtained advice from counsel that there are strong prospects of the appeal succeeding.

We will not have any liability under this Extension:

2.7 where **You** have committed any deliberate or intentional criminal act that gives rise to corporate manslaughter or corporate homicide;

2.8 for any fines or penalties of any kind;

2.9 for any prosecution costs;

2.10 where cover for defence costs is available, or would, but for the existence of this Extension, be available from another source or any other insurance policy.

3 Health and Safety at Work Etc. Act 1974

We will indemnify **You** against legal costs and expenses incurred with **Our** prior written consent in defending (including appealing against conviction, but not sentencing) and awards of prosecution costs in respect of, any criminal prosecution for a breach of the Health and Safety at Work Etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, or associated or successor legislation or regulations, which arise out of **Injury** to an **Employee** occurring during the **Period of Insurance** and in the course of their employment by **You** in connection with **Your Business**,

Provided that:

3.1 this extension will only apply to proceedings brought in the **United Kingdom**;

3.2 the proceedings relate to the health, safety or welfare of any **Employee**.

We will not have any liability under this Extension:

3.3 for any fines or penalties;

3.4 where the charge which the prosecution or appeal relates to concerns a deliberate act or omission by **You**, or the director, partner or **Employee** entitled to the cover under this Extension;

3.5 where indemnity is available, or would, but for the existence of this Extension, be available from another source or any other insurance policy.

4 Compensation for Court Attendance

If **We** require any of **Your** directors, partners or **Employees** to attend court as a witness in connection with a claim, in respect of which **You** are entitled to cover under this Section 4, **We** will pay £500 to **You** for each day that the witness is required to attend court.

5 Unsatisfied Court Judgments

In the event that:

- 5.1 a judgment for damages is obtained against any company or individual operating from premises within the **United Kingdom** by any **Employee** in respect of **Injury** caused during any **Period of Insurance** arising out of and in the course of their employment by **You** in the **Business**; and
- 5.2 it remains unsatisfied in whole or in part six months after the date of that judgment,

We will indemnify the **Employee** or their personal representative up to the **Limit of Indemnity** for the amount of damages and awarded costs which remain unsatisfied as long as:

- 5.3 there is no appeal outstanding;
- 5.4 any payment made by **Us** will only be in respect of damages awarded for **Injury** and costs awarded against the **Employee** which would otherwise have been within the scope of cover of this Section 4 if the judgment had been made against **You**;
- 5.5 **You** or **Your Employee** permits **Us** to take over and prosecute for **Our** own benefit any claim against any other party and **You**, the **Employee** or their personal representatives must give all information and assistance **We** may reasonably require.

Conditions applicable to this Section

Right of Recovery

The cover provided by this Section 4 is deemed to be in accordance with the provisions of any law enacted in the **United Kingdom** relating to compulsory insurance of employers' liability to their employees. If **We** are required to pay any sum under this Section 4 which would not have been payable but for the provisions of compulsory employer's liability legislation, then **You** must repay the sum to **Us**.

Exclusions applicable to this Section

We will not indemnify **You** in respect of any liability **You** may have to pay damages or **Costs and Expenses**, arising out of **Injury** to any **Employee**:

- 1 in circumstances where compulsory insurance or security is required by Road Traffic Act legislation;
- 2 which occurs **Offshore**.

Where these exclusions apply, **We** will also not provide **You** with any of the cover under the Extensions to this Section 4.

SECTION 5 – PROPERTY OWNER'S LIABILITY

DEFINITIONS

Business

The **Business** stated in the **Schedule** including:

- a) the ownership, use, repair, maintenance and decoration of the **Premises**;
- b) the provision and management by **You** of canteen, sports, social or welfare organisations for the benefit of **Your Employees** and the provision and management of first aid, fire, security and ambulance services;
- c) participation in trade shows and exhibitions in the **United Kingdom**;
- d) private work undertaken with **Your** consent by **Employees** for any of **Your** directors, partners or senior officials;
- e) the provision of nursery, crèche and childcare facilities which are incidental to **Your Business**.

Costs and Expenses

- a) Claimant's legal costs and expenses arising in respect of any claim against **You** which may be covered under this Section 5;
- b) all legal costs and expenses incurred by **You** with **Our** prior written consent in respect of any claim against **You** which may be covered under this Section 5 and the Extensions to it;
- c) costs and expenses of legal representation at any coroner's inquest or fatal accident inquiry in respect of the death of any person who is not an **Employee**;
- d) all costs and expenses incurred by **You** with **Our** written consent for representation at any court of summary jurisdiction, or in any other higher court, in relation to any criminal or regulatory proceedings which are covered by any of the Extensions to this Section 5;
- e) all prosecution costs awarded against **You** which may be covered by any of the Extensions to this Section 5.

Employee

Any person working for **You** in connection with **Your Business** who is:

- a) employed under a contract of service or apprenticeship with **You**;
- b) a labour master or person supplied by him;
- c) employed by labour only sub-contractors, but only whilst working for **You** and under **Your** control;
- d) self-employed, but only whilst working for **You** and under **Your** control;
- e) hired to or borrowed by **You**;
- f) supplied to **You** for the purpose of study work or training experience;
- g) a prospective employee who is undergoing practical work experience whilst being assessed by **You** as to his or her suitability for employment;
- h) a voluntary helper while working under **Your** supervision and control and in connection with **Your Business**; or
- i) an outworker or homeworker employed under a contract to personally carry out any work in connection with the **Business** while they are engaged in that work.

Injury	a) Bodily injury, death, disease, illness, psychiatric injury, mental anguish or nervous shock; b) invasion to the right of privacy, false arrest, false imprisonment, wrongful eviction, or malicious prosecution of any persons.
Financial Loss	A pecuniary loss, cost or expense sustained by any of Your lessees or tenants, as a result of Your failure to provide any property or service in respect of Premises which You lease to them, where such loss, cost or expense is not consequent on death, bodily injury or Damage to property.
Limit of Indemnity	The amount specified in the Schedule which is Our maximum liability to You under this Section 5 (including all Extensions to it) in respect of all claims for damages payable by You to any claimant or any number of claimants arising out of any one event or series of events resulting from or attributable to one source or original cause, irrespective of the number of claims or claimants.
Systems or Plant	Water tanks, water systems, air conditioning plants, cooling towers and the like.
United Kingdom	England, Scotland, Wales, Northern Ireland, the Channel Islands and The Isle of Man and the territorial waters of those countries.

What is covered

We will indemnify **You** against:

1 all sums which **You** become legally liable to pay as damages; and

2 **Costs and Expenses**

in the event of accidental:

i. **Injury** to any person other than an **Employee**;

ii. **Damage** to property;

iii. obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water

occurring during the **Period of Insurance**, within the **United Kingdom**, and arising out of the activities of **Your Business**.

The maximum amount payable under this Section 5, including the cover set out above and any of the covers set out in the Extensions, shall not exceed the **Limit of Indemnity**.

Costs and Expenses are payable in addition to the **Limit of Indemnity** under this Section 5.

Extensions applicable to this Section 5 only

1 **Contingent liability (non-owned vehicles)**

We will indemnify **You** against **Your** legal liability for accidental bodily injury and **Damage** to property occurring during the **Period of Insurance** arising out of the use of any motor vehicle

in connection with **Your Business**, which is not owned by, leased or hired to **You** and is not provided by **You**.

This indemnity does not apply in respect of:

- 1.1 loss of or damage to a vehicle being driven by **You**;
- 1.2 bodily injury or **Damage** to property while the vehicle is being driven by **You**;
- 1.3 liability arising from circumstances in which it is compulsory for **You** to insure or provide security in respect of the vehicle as a requirement of relevant Road Traffic Act legislation;
- 1.4 a vehicle being used outside the **United Kingdom**.

2 Cross Liabilities

If this **Policy** is issued in the joint names of more of one party, the cover provided by this Section (Property Owner's Liability) will indemnify each party in the same manner, as if a separate policy had been issued to each of them, provided that **Our** maximum aggregate liability for all claims or series of claims arising out of the same occurrence (irrespective of the number of parties entitled to claim under this Policy) shall not exceed the **Limit of Indemnity**.

3 Additional Persons

The cover under this Section 5 (including Extensions 1, 5, 6, 8, 9 and 12) is extended to apply:

- 3.1 in the event of death of any person entitled to cover under this Section 5 (including its Extensions), to the deceased's legal representatives or personal representatives, but only in respect of liability incurred by the deceased person;
- 3.2 to any of the following at **Your** prior written request:
 - 3.2.1 any of **Your** partners, directors or **Employees**, in respect of liability arising in connection with **Your Business**, provided that **You** would have been entitled to cover under this Section 5 if the claim had been made against **You**;
 - 3.2.2 any committee member, officer or member of **Your** canteen, social, sports or welfare organisations, or of **Your** fire, security, first aid, medical or security services in their capacity as committee member, officer or member;
 - 3.2.3 any principal in respect of liability arising from the performance by **You** of any contract entered into with the principal, but only to the extent that such contract requires the principal's liabilities to be insured by **You**, and provided that **You** would have been entitled to cover under this Section 5 if the claim had been made against **You**,

Provided that:

- 3.2.4 any such party is not entitled to an indemnity under any other insurance policy;
- 3.2.5 each such party shall comply with the terms and conditions of this **Policy** and any reference within this **Policy** to **You** shall be treated as being a reference to both **You** and any additional persons insured under this Section;
- 3.2.6 where **We** are required to insure more than one party, **Our** aggregate liability shall not exceed the **Limit of Indemnity** in respect of any claim or series of claims arising out of one occurrence, irrespective of the number of additional persons claiming an indemnity under this Section in respect of such occurrence;
- 3.2.7 **We** have sole control and conduct of the defence of any claim or proceedings.

4 Defective Premises Act 1972

We will indemnify **You** against **Your** legal liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, in connection

with any premises or land previously used by **You** in connection with **Your Business** at the time of any act or omission giving rise to a potential liability, but since disposed of and no longer owned by **You** at the time of the occurrence of bodily injury or **Damage** giving rise to the claim, Provided that:

- 4.1 the bodily injury or **Damage** occurs within the **United Kingdom** and during the **Period of Insurance**;
- 4.2 **We** will not be liable for the cost of rectifying **Damage** or defects in the premises or land disposed of;
- 4.3 **You** are not entitled to cover in respect of liability which would otherwise fall under this Extension under any other insurance policy.

5 Health and Safety at Work

We will indemnify **You** against legal costs and expenses incurred with **Our** prior written consent in defending (including appealing against conviction, but not sentencing) and awards of prosecution costs in respect of, any criminal prosecution for a breach of the Health and Safety at Work Etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, or associated or successor legislation or regulations, which arise out of **Injury** to a person who is not an **Employee**, occurring during the **Period of Insurance** in connection with **Your Business**.

We will not have any liability under this Extension:

- 5.1 For proceedings brought outside the **United Kingdom**;
- 5.2 for any fines or penalties;
- 5.3 where the charge which the prosecution or appeal relates to concerns a deliberate act or omission of **You**, or the director, partner or **Employee** entitled to the cover under this Extension;
- 5.4 where indemnity is available, or would, but for the existence of this Extension, be available from another source or any other insurance policy.

6 Data Protection Act

We will indemnify **You** against legal liability to pay damages under Section 13 of the Data Protection Act 1998 for damage, loss or distress, and **Costs and Expenses**, as a result of a contravention or series of related contraventions of the Act in connection with **Your Business**, where the claim is first made against **You** and notified to **Us** during the **Period of Insurance**.

We will not have any liability under this Extension for:

- 6.1 the payment of fines or penalties;
- 6.2 the costs of replacing, reinstating, rectifying or erasing any personal data;
- 6.3 liability arising from or caused by a deliberate act or omission of any person eligible for cover under this Extension, if the result of that act or omission could reasonably have been expected by **You** or any other person eligible for cover, having regard to the nature and circumstances of that act or omission;
- 6.4 claims which arise out of circumstances notified to previous insurers and known to **You** at inception of this **Policy**;
- 6.5 liability or **Costs and Expenses** where **Indemnity** is provided by any other insurance.

7 Compensation for Court Attendance

If **We** require any of **Your** directors, partners or **Employees** to attend court as a witness in connection with a claim, in respect of which **You** are entitled to an indemnity under this Section 5, **We** will pay £500 to **You** for each day that the witness is required to attend court.

8 Corporate Manslaughter

We will indemnify **You** against legal costs and expenses incurred with **Our** prior written consent in connection with:

8.1 the defence of any legal proceedings, including any appeal against conviction but not sentencing, brought against **You** in respect of a criminal charge and / or

8.2 the investigation of a criminal charge

of corporate manslaughter or corporate homicide on **Your** part, brought in the **United Kingdom** under the Corporate Manslaughter and Corporate Homicide Act 2007 or equivalent legislation, arising out of the death of a person other than an **Employee** occurring during the **Period of Insurance** and in the course of the **Business**,

Provided that:

8.3 **Our** maximum aggregate liability under this Extension will not exceed £5,000,000 in any one **Period of Insurance**. This is a sub-limit which forms part of the overall **Limit of Indemnity** under this Section 5 and is not in addition to that **Limit of Indemnity**;

8.4 **You** must obtain **Our** prior written agreement prior to the appointment of any lawyer who **You** wish to act on **Your** behalf;

8.5 **You** inform **Us** immediately of any summons or other processes served on **You** which may give rise to a claim under this Extension;

8.6 before **We** consent to fund any appeal against conviction, **You** must have obtained advice from counsel that there are strong prospects of the appeal succeeding.

We will not have any liability under this Extension:

8.7 where **You** have committed any deliberate or intentional criminal act that gives rise to corporate manslaughter or corporate homicide;

8.8 for any fines or penalties of any kind;

8.9 for any prosecution costs;

8.10 where cover for defence costs is available, or would, but for the existence of this Extension, be available from another source or any other insurance policy.

9 Consumer Protection Act 1987 and Food Safety Act 1990

We will indemnify **You** in respect of legal costs and expenses incurred with **Our** prior written consent in the defence of any criminal legal proceedings, including any appeal against conviction but not sentencing, in respect of a breach of:

9.1 Part II of the Consumer Protection Act 1987;

9.2 the Food Safety Act 1990 or any Regulations made under such Act,

arising out of **Injury** to any person other than an **Employee** or **Damage** occurring during the **Period of Insurance** and in the course of the **Business**,

Provided that:

9.3 the proceedings relate to an offence committed during the normal course of **Your Business**;

9.4 this Extension shall only apply to proceedings brought in the **United Kingdom**;

9.5 **You** give **Us** the sole control and conduct of the defence of any such proceedings.

We will not have any liability under this Extension:

9.6 where the proceedings arise out of the commission of a deliberate act or deliberate omission;

9.7 for any fines or penalties of any kind;

9.8 for any prosecution costs;

9.9 where indemnity for defence costs is available, or would, but for the existence of this Extension, be available from another source or any other insurance policy.

10 Contractual Liability

We will indemnify **You** in respect of liability which **You** assume by contract or agreement, which would not otherwise have attached in the absence of such contract or agreement, provided that:

- 10.1 **We** have sole conduct and control of the defence of any claim;
- 10.2 nothing in this Extension will increase **Our** liability to pay more than the **Limit of Indemnity**.

We will not have any liability under this Extension for:

- 10.3 liquidated damages, fines or penalties imposed under any penalty clause;
- 10.4 liability incurred by **You** in relation to any contract, agreement or work performed outside the **United Kingdom**.

11 Legionella

Exclusion 1 to this Section 5 will not apply to any discharge, release or escape of legionella or other airborne pathogens from **Systems or Plant**.

We will indemnify **You** under this Section 5 in respect of liability for **Injury** or **Damage** occurring during the **Period of Insurance** and within the **United Kingdom**, caused by pollution and contamination, which arises out of or as a consequence of any discharge, release or escape of legionella or other airborne pathogens from **Systems or Plant**,

Provided that:

- 11.1 Where it is not clear when **Damage** first started occurring as a result of such pollution or contamination, it shall be deemed to have occurred on the date that **You** first became aware of the circumstances which gave rise to such pollution or contamination;
- 11.2 All pollution or contamination arising out of a discharge, release or escape of legionella or pathogens (whether or not such discharge, release or escape continued over more than one day) shall be treated as a single event or occurrence for determining the application of the relevant **Limit of Indemnity** and any **Excess**.
- 11.3 **Our** maximum liability under this Extension shall not exceed £5,000,000 or the **Limit of Indemnity** shown in the **Schedule**, whichever is the lesser. This is a sub-limit which forms part of the overall **Limit of Indemnity** under the Property Owner's Liability Section and is not in addition to that **Limit of Indemnity**.

We will not have any liability under this Extension for any claim:

- 11.4 if **You** became aware of pollution or contamination occurring or circumstances which might give rise to such pollution or contamination, before the **Period of Insurance** in which the exposure to legionella or other pathogens which is the subject of a claim under this Extension first occurred;
- 11.5 If **You** were in breach of statutory obligations in respect of the cleaning and maintenance of the **Systems or Plant** from which the legionella or other pathogens were released, at the time the exposure to legionella or other pathogens which is the subject of a claim under this Extension first occurred.

12 Libel and Slander

We will indemnify **You** in respect of **Your** legal liability to pay damages and for **Costs and Expenses**, for claims:

- 12.1 first made against **You** and notified to **Us** during the **Period of Insurance**;
- 12.2 arising from any act or statement of libel or slander published or uttered in good faith by **You** in **Your** in-house or trade publications; and
- 12.3 committed in the course of **Your Business**.

Our maximum liability under this Extension is £500,000 in the aggregate in any one **Period of Insurance**. This is a sub-limit which forms part of the overall **Limit of Indemnity** under this Section 5 and is not in addition to it.

13 **Overseas Personal Liability**

Where **You** or any of **Your** directors, partners or **Employees** are temporarily visiting a country outside the **United Kingdom** during the **Period of Insurance** in connection with **Your Business**, **We** will **Indemnify You** and:

- 13.1 if **You** are an individual, **Your** spouse and child(ren) accompanying **You**;
- 13.2 any of **Your** directors, partners or **Employees**;
- 13.3 any spouse or child(ren) of **Your** directors, partners or **Employees** accompanying them, against legal liability incurred in a personal capacity for accidental **Injury** or **Damage** to property occurring during that visit.

We will not have any liability under this Extension for any claim arising out of **Your** directors, partners or **Employees**:

- 13.4 owning or occupying land or buildings;
- 13.5 carrying on any trade or profession.

14 **Managing Agents**

At **Your** request, **We** will indemnify any of **Your** managing agents whilst acting in their capacity as managing agent for **You**,

Provided that:

- 14.1 any such managing agent shall comply with the terms and conditions of this **Policy** and any reference within this **Policy** to **You** shall be treated as being a reference to both **You** and any managing agent insured under this Section 5;
- 14.2 **Our** aggregate liability shall not exceed the **Limit of Indemnity** in respect of any claim or series of claims arising out of one occurrence, irrespective of the number of persons claiming an indemnity under this Section 5 in respect of such occurrence;
- 14.3 **We** have sole control and conduct of the defence of any claim or proceedings.

15 **Financial Loss**

We will indemnify **You** in respect of:

- 15.1 all sums which **You** become legally liable to pay as damages and claimants' legal costs and expenses in respect of claims for **Financial Loss** which arise out of **Your Business** and are:
 - 15.1.1 first made in writing against **You** during the **Period of Insurance**; and
 - 15.1.2 notified to Us during or within 30 days after the expiry of the **Period of Insurance**;
- 15.2 legal costs and expenses incurred with **Our** prior written consent in defending such claims,

Provided that:

- 15.3 **We** will not be liable for the first £500 or 10% of the claim, whichever is the lesser;
- 15.4 **We** will not have any liability under this Extension for any claim for:
 - 15.4.1 liability arising out of the non-performance, non-completion or delay in completing any contract, lease, agreement or work, or arising out of financial default or insolvency;
 - 15.4.2 liability arising out of any act of fraud or dishonesty;

- 15.4.3 liability arising out of **Your** managing agent's failure or partial failure to perform their duties;
 - 15.4.4 the cost of reinstating, replacing, removing or improving any property;
 - 15.4.5 liability arising out of professional advice or professional negligence;
- 15.5 **Our** maximum liability under this Extension is £1,000,000 in the aggregate in any one **Period of Insurance**. This is a sub-limit which forms part of the overall **Limit of Indemnity** under this Section 5 and is not in addition to it.

Conditions applicable to this Section

1 **Asbestos**

Our liability to indemnify **You** in respect of liability for **Injury** or **Damage** caused by asbestos, asbestos fibres or any derivatives of asbestos, including any product containing asbestos, asbestos fibres or derivatives, shall be limited to £5,000,000 or the **Limit of Indemnity** shown in the **Schedule** for Section 5 (Property Owner's Liability), whichever is the lesser, inclusive of all costs and expenses incurred by the claimant and by **You** with **Our** written consent in the defence of a claim.

2 **Excess**

You must pay the **Excess** on each and every claim made against **You**.

3 **Terrorism Limit**

The maximum amount **We** will pay by way of indemnity under this Section 5 towards any liability which is directly or indirectly caused by, contributed to by or arises from:

3.1 **Terrorism**; and/or

3.2 any action taken in controlling, preventing or suppressing **Terrorism**, is, inclusive of all compensation, claimants' legal costs and expenses, prosecution costs and defence costs,

3.3 £5,000,000, or if lower the **Limit of Indemnity** shown in the **Schedule**, for each event or series of events arising from one cause,

3.4 is £5,000,000, or if lower the **Limit of Indemnity** shown in the **Schedule**, in the aggregate for all **Injuries** or **Damage** arising out of or comprising of pollution and contamination occurring or deemed to have occurred during any one **Period of Insurance**.

These are sub-limits which form part of the overall **Limit of Indemnity** under the Property Owner's Liability Section and are not in addition to that **Limit of Indemnity**.

Exclusions applicable to this Section

We will not indemnify **You** in respect of any liability **You** may have to pay damages or in respect of **Costs and Expenses**:

- 1 Arising out of pollution or contamination, other than when caused by a sudden, identifiable, unintended and unexpected incident, which takes place in its entirety at a specific time and place during the **Period of Insurance**,

Provided that:

- 1.1 all pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

- 1.2 **Our** maximum liability in respect of all claims arising out of pollution or contamination, occurring or which is deemed to have occurred during the **Period of Insurance**, will not exceed in the aggregate during the **Period of Insurance** the **Limit of Indemnity**.
For the purpose of this exclusion, pollution or contamination means:
 - 1.3 all pollution or contamination of buildings or other structures, of contents, of water, land or the atmosphere; and
 - 1.4 **Damage** or **Injury** directly or indirectly caused by such pollution or contamination.
- 2 Arising out of the ownership or use of any mechanically propelled vehicle:
 - 2.1 licensed for road use;
 - 2.2 for which compulsory insurance or security is required by road traffic legislation; or
 - 2.3 in respect of which You have taken out liability insurance under any other policy.
 This Exclusion will not apply to liabilities in respect of **Injury** or **Damage** occurring:
 - 2.4 while such vehicle or any associated trailer is loading, unloading or delivering goods;
 - 2.5 while such vehicle is being used solely as a tool of Your trade,
 unless **You** are entitled to cover under any other insurance policy or security, or compulsory motor insurance or security is required for such use.
- 3 For any fines, penalties, liquidated damages, punitive, exemplary or aggravated damages, or any damages resulting from the multiplication of compensatory damages.
- 4 Arising out of the supply, installation, erection, manufacture, repair, alteration or treatment of any products, goods, buildings or other property.
- 5 Arising out of the ownership, possession or use by **You**, or anyone on **Your** behalf, of any vessel or craft (other than hand propelled boats) designed to travel through water, air or space.
- 6 Arising out of professional negligence, wrongful or inadequate treatment, examination, prescription or advice by **You**, or anyone acting on **Your** behalf.
- 7 For the cost of repairing or replacing defective work.
- 8 For **Damage** to any product or thing supplied, installed, erected or manufactured by **You**, if such **Damage** is attributable to any defect therein or to the harmful nature or the unsuitability thereof.
- 9 For **Damage** to any property belonging to **You**, or in **Your** charge or control, other than personal effects or vehicles of **Your** directors, partners, **Employees**, or visitors.
- 10 Arising out of the ownership, possession or use of any buildings or premises, other than those insured under Section 1 (Material Damage) of this Policy, unless **Your Schedule** provides otherwise.
- 11 in respect of:
 - 11.1 any judgment, award or settlement made within
 - 11.2 any order made anywhere in the world to enforce, in whole or in part, any judgment, award or settlement made within
 the United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada.

- 12 Caused by or arising out of the deliberate, conscious or intentional disregard of **Your** obligation to take all reasonable steps to prevent **Injury** or **Damage**.

SECTION 6 - TERRORISM

DEFINITIONS

Act of Terrorism	Any act or acts of a person or persons acting on behalf of, or in connection with any organisation or organisations, 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.
Denial of Service Attack	Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity, or information systems, including but not limited to the generation of excess traffic into the network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.
Nuclear Assembly	Any Nuclear Installation or Nuclear Reactor .
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 of or use of atomic energy; or b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations; or c) the storage, processing or disposal of nuclear fuel or 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 computerised access or attempted access to data or information made by means of misrepresentation or deception.
Property Insured	Any property insured by Section 1 (Material Damage) of this Policy.
Territorial Limits	England, Scotland and Wales, including the Channel Tunnel to the frontier with France as set out in the Treaty of Canterbury 1986, but not including the territorial seas adjacent to England, Scotland and Wales, as defined in Territorial Sea Act 1987.

What is covered

If the **Schedule** states that **You** have cover under Section 6 (Terrorism), and any of the **Property Insured** suffers **Damage**:

- 1 at **Your Premises**;
- 2 in the course of or in connection with **Your Business**;
- 3 during the **Period of Insurance**; and
- 4 within the **Territorial Limits**,

as a consequence of any **Act of Terrorism**, **We** will pay any claim under Section 1 (Material Damage) and Section 2 (Business Interruption), as if General Exclusion 3 (**Terrorism**) does not apply,

Provided that:

- 5 any such claim is subject to all of the terms, conditions and exclusions of Section 1 (Material Damage), Section 2 (Business Interruption) and the **Policy** as a whole, other than the General Exclusions of the **Policy**;
- 6 the most **We** will pay is the **Sum Insured** and in the aggregate for all claims made under this Section during the **Period of Insurance**;
- 7 any long term agreement applying to this **Policy** shall not apply to this Section 6.

Exclusions applicable to this Section

We will not pay for:

- 1 **Damage** to any property or any loss, expense or other costs resulting therefrom (including business interruption), directly or indirectly caused by, 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 **Damage** to any property or any loss, expense or other costs resulting therefrom (including business interruption), directly or indirectly caused by, contributed to by, arising from or consisting of:
 - 2.1 the alteration, modification, distortion, corruption of or damage to any computer or other equipment, component, system or item which processes, stores, transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information, program or software);
 - 2.2 any alteration, modification, distortion or erasure, corruption of data processed by any such computer or other equipment, component, system or item,
where such loss or occurrence is directly or indirectly caused by, contributed to by or arises from **Virus or Similar Mechanism, Hacking, Phishing or Denial of Service Attack**.
- 3 **Damage** to residential property insured in the name of a private individual, or any loss, expense or other costs resulting therefrom, directly or indirectly caused by, contributed to by or arising from:
 - 3.1 the radioactive, toxic, explosive or other hazardous properties of any explosive **Nuclear Assembly** or nuclear component thereof;
 - 3.2 ionising radiations, contamination by radioactivity or from the combustion of any radioactive fuel or material;
 - 3.3 chemical, biological or radiological irritants, contaminants or pollutants.

- 4 Any business interruption losses, which would otherwise be insured by Section 2, or related costs and expenses consequent upon **Damage** to or any other incident involving a residential property insured in the name of a private individual.

SECTION 7 – COMMERCIAL LEGAL PROTECTION

DEFINITIONS

The following Definitions apply to Section 7 alone and shall keep the same meaning wherever they appear in Section 7. If there is a conflict between a definition in this Section and a definition elsewhere in this **Policy**, the definition in this section will apply

appointed representative	The preferred law firm , law firm, tax consultancy , accountant or other suitably qualified person we will appoint to act on the insured person's behalf.
business	As shown in the Policy Schedule .
business premises	As shown in the Policy Schedule .
costs and expenses	<p>(a) All reasonable and necessary costs chargeable by the appointed representative and agreed by us in accordance with the DAS Standard Terms of Appointment.</p> <p>(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 our agreement.</p>
countries covered	<p>(a) For insured incidents Legal defence (excluding 5 Statutory notice appeals and 7 Disciplinary Hearings), and Personal injury</p> <p>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.</p> <p>(b) For all other insured incidents The United Kingdom of Great Britain and Northern Ireland, The Isle of Man and the Channel Islands.</p>
DAS Standard Terms of Appointment	The terms and conditions (including the amount we 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 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 **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 **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 **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
employees.

You and the directors, partners, managers and employees.

period of insurance
insured

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

preferred law firm

A law firm, barristers' chambers or tax expert **we** choose to provide legal or other or **tax consultancy** services. These specialists are chosen as they have the proven expertise to deal with the **insured person's** claim and must comply with **our** agreed service standard levels, which **we** 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 **we** 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%. **We**, or a **preferred law firm** or **tax consultancy** on **our** 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%.

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.

we, us, our, DAS

DAS Legal Expenses Insurance Company Limited.

you, your

The **business** that has taken out this **Policy** (shown as the Insured in the **Policy Schedule**).

This Section of the **Policy** is provided by DAS Legal Expenses Insurance Company Limited ('**DAS**'). DAS Legal Expenses Insurance Company Limited ('**DAS**') is the underwriter and provides the legal protection insurance under **your Policy**. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm** on behalf of **DAS**.

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

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

We are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if **we** cannot meet **our** 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

DAS Law Limited Head and Registered Office:

DAS Law Limited | North Quay | Temple Back | Bristol | BS1 6FL

Registered in England and Wales, number 5417859. Website: www.daslaw.co.uk

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

Helping you with your legal problems

If **you** wish to speak to **our** legal teams about a legal problem, please phone **us** on **0344 893 0859**. **We** will ask **you** about **your** legal issue and if necessary call back to give legal advice.

Making a claim

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this **Policy**, phone **us** on **0344 893 0859** and **we** will give **you** a reference number. At this point **we** will not be able to tell **you** whether the claim is covered or not but **we** will pass the information **you** have given **us** to **our** claims-handling teams and explain what to do next.

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

We agree to provide the insurance described in this Section of the **Policy** for **you** (or where specified, 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, provided that:

1. **reasonable prospects** exist for the duration of the claim;
2. the **date of occurrence** of the insured incident is during the **period of insurance**;
3. any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **countries covered**; and
4. the insured incident happens within the **countries covered**.

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 **we** 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 £100,000;

2. the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm** or **tax consultancy**. The amount **we** 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 **us** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** 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 **Policy**, **we** 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 **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** shall 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 could be withdrawn.

The cover

Employment Disputes and Compensation Awards

1. **Employment disputes**

What is covered

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.

What is not covered

A claim relating to the following:

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

2. **Compensation awards**

What is covered

We will pay:

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

in respect of a claim **we** have accepted under insured incident **1 Employment disputes and compensation awards**.

Provided that:

- (a) in cases relating to performance and/or conduct, **you** have throughout the employment dispute:
 - (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 **our** legal advice service (telephone number above)
- (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 **our** legal advice

- service since the date when **you** should have known about the employment dispute (telephone number above);
- (c) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **you** have sought and followed advice from **our** Claims Department before starting any redundancy process or procedure with **your** employees (telephone number above);
 - (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 **us**.

Please note that the total of compensation awards payable by **us** is £100,000 in any one **period of insurance**.

What is not covered

- (a) Any compensation award relating to the following:
 - (ii) trade union activities, trade union membership or non-membership;
 - (iii) pregnancy or maternity rights, paternity, parental or adoption rights;
 - (iv) health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
 - (v) statutory rights in relation to trustees of occupational pension schemes.
- (b) Non-payment of money due under a contract of employment or a statutory provision.
- (c) Any award ordered because **you** have failed to provide relevant records to employees under National Minimum Wage legislation.
- (d) A compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.
- (e) A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

3. Employee civil legal defence

What is covered

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.

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

4. Service occupancy

What is covered

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.

What is not covered

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

Legal Defence

What is covered

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

1. **Criminal pre-proceedings cover**

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

2. **Criminal prosecution defence**

following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction.

Provided that:

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

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.

(b) in an appeal against the refusal of the Information Commissioner to register **your** application for registration.

*Please note we will not cover the cost of fines imposed by the Information Commissioner. Please see **exclusion 3** below.*

4. **Wrongful arrest**

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

5. **Statutory notice appeals**

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

6. **Jury service and court attendance**

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

(a) to perform jury service

(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 each of the above sections of **Legal defence** cover **you** request **us** to provide cover for the **insured person**.

What is not covered

A claim related to the following:

1. any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs.
*Please note this exclusion applies to section 1 of the **Legal defence** cover.*
2. prosecution due to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle. Please note this exclusion applies to sections 1 and 2 of the **Legal defence** cover.
3. 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.
4. a Statutory Notice issued by an **insured person's** regulatory or governing body.

Contract Disputes

What is covered

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 of services.

Provided that:

- (a) the amount in dispute exceeds £500 (incl. VAT). If the amount in dispute exceeds £5,000 (incl. 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 £500 (incl. VAT) if the dispute relates to money owed to **you**, a claim under the **Policy** is made within 90 days of the money becoming due and payable.

What is not covered

A claim relating to the following:

1. unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this **Policy**, a dispute arising from an agreement entered into prior to the start of the **Policy** if the **date of occurrence** is within the first 90 days of the cover provided by the **Policy**;

2.
 - (a) the settlement payable under an insurance **Policy** (**we** will cover a dispute if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim);
 - (b) the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, **we** will cover 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**.
6. the recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists.

Debt Recovery

What is covered

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 £500 (incl. VAT);
- (b) a claim is made within 90 days of the money becoming due and payable;
- (c) **we** have the right to select the method of enforcement, or to forego enforcing judgment if **we** are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

What is not covered

A claim relating to the following:

1. unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this **Policy**, any debt arising from an agreement entered into prior to the start of the **Policy** if the debt is due within the first 90 days of the cover provided by the **Policy**.
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 any dispute which arises from debts **you** have purchased from a third party.

Property Protection

What is covered

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

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

What is not covered

A 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);
- 7. the enforcement of a covenant by or against you.

Personal Injury

What is covered

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.

What is not covered

A 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;
4. clinical negligence.

Tax Protection

What is covered

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

1. A **tax enquiry**;
2. An **employer compliance dispute**;
3. A **VAT dispute**.

Provided that:

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

*Please note **we** will only cover tax claims which arise in direct connection with the activities of the **business** shown in the Schedule.*

What is not covered

1. Any claim relating to 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. Any claim relating to import or excise duties and import VAT.
5. Any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

Commercial and Residential Leased or Let Property Cover

What is covered

Costs and expenses to pursue your legal rights:

4. 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
5. to obtain possession of **the premises**, provided that, where appropriate, all statutory and contractual notices have been correctly served by **you** on the tenant; or
6. to recover money and interest due from a lease, licence or tenancy of **the premises**, including enforcement of judgment.

Provided that:

- (a) the amount in dispute exceeds £250 (incl. VAT) and 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.
7. In a dispute relating to dilapidations to **the premises**

Provided that:

- (a) the amount in dispute 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**;
 - (c) after the tenant has vacated **the premises**, a detailed schedule of dilapidations is prepared by **you**.
8. In defending any allegation of nuisance arising from **the premises** used solely for residential purposes.
9. To evict anyone who is not **your** tenant or ex-tenant from **the premises** and who has not got **your** permission to be there.

What is not covered

1. Unless equivalent legal expenses insurance was continuously in force immediately prior to inception of this **Policy**, 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.

Exclusions Applicable to this Section

This Section 7 is subject to the General Exclusions. In the event of any inconsistency between the General Exclusions and the following exclusions which are specific to this Section, the Section specific exclusions will apply.

We will not pay for the following:

1. **Late reported claims**
Any claim reported to **us** more than 180 days after the date the **insured person** should have known about the insured incident.
2. **Costs we have not agreed**
Costs and expenses incurred before **our** written acceptance of a claim.
3. **Court awards and fines**
Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority, other than compensation awards covered under insured incidents **Employment disputes** and **compensation awards** and **Legal defence**.
4. **Legal action we have not agreed**
Legal action an **insured person** takes which **we** or the **appointed representative** have not agreed to, or where the **insured person** does anything that hinders **us** or the **appointed representative**.
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 **us** not otherwise dealt with under section condition 8.

9. **Shareholding or partnership Disputes**

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

10. **Judicial review**

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

11. **Nuclear, war and terrorism risks**

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

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

12. **Bankruptcy**

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

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

13. **Defamation**

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

14. **Calendar date devices**

Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

15. **Litigant in person**

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

Conditions applicable to this Section

This Section 7 is subject to the General Conditions.

In the event of any inconsistency between the General Conditions and the following conditions which are specific to this Section, the Section specific exclusions will apply.

1. Your representation

- (a) On receiving a claim, if representation is necessary, **we** 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**. **We** 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**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm** or **tax consultancy**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
- (d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

2. Your responsibilities

An **insured person** must:

- (a) co-operate fully with **us** and the **appointed representative**;
- (b) give the **appointed representative** any instructions that **we** ask **you** to.

3. Offers to settle a claim

- (a) An **insured person** must tell **us** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **our** written consent.
- (b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
- (c) **We** may decide to pay 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 **us** to take over and pursue or settle a claim in their name. An **insured person** must allow **us** to pursue at **our** own expense and for their benefit, any claim for compensation against any other person and an **insured person** must give **us** all the information and help **we** 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 **we** ask for this.
- (b) An **insured person** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay **us** any amounts that are recovered.

5. **Cancelling an appointed Representatives 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 **we** 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 we** have paid.
7. **Expert opinion**
We may require **you** to get, at **your** own expense, an opinion from an expert, that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that we have agreed to) or make a successful defence.
8. **Arbitration**
If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure and **you** are a small business, you can contact the Financial Ombudsman Service for help. Details available from **www.financial-ombudsman.org.uk**. Alternatively there is a separate arbitration process (this applies to all sizes of business). The arbitrator will be a barrister chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.
9. **Keeping the Policy terms**
An **insured person** must:
 - (a) keep to the terms and conditions of this **Policy**;
 - (b) take reasonable steps to avoid and prevent claims;
 - (c) take reasonable steps to avoid incurring unnecessary costs;
 - (d) send everything **we** ask for in writing; and
 - (e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.
10. **Claims under this Policy by a Third party**
Apart from **us**, **you** are the only person who may enforce all or any part of this Section and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this Section 7 in relation to any third-party rights or interest.
11. **Other Insurances**
If any claim covered under this Section 7 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.

12. Law that applies

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

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

DATA PROTECTION

To provide and administer the legal advice service and legal expenses insurance **we** and **MUM** must process **your** personal data (including sensitive personal data) that **we** collect from **you** in accordance with **our** Privacy policy.

To do so, **we** and **MUM** 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, **we** may have to send information outside the European Economic Area.

In doing this, **we** and **MUM** will comply with the Data Protection Act 1998. **We** will not disclose your personal data to any other person or organisation unless **we** are required to by **our** legal and regulatory obligations, or for the prevention and detection of crime, including fraud and financial sanctions. To prevent and detect crime **we** 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 **we** or **MUM** hold about **you**, please write to the Group Data Protection Controller at **our DAS** Head Office address or to the Group Data Protection Controller at **MUM**, as appropriate.

HOW TO MAKE A COMPLAINT

We always aim to give **you** a high quality service. If you think **we** have let **you** down, please write to **our** Customer Relations Department at **our DAS** Head Office address.

Or **you** can phone **us** on **0344 893 9013** or email **us** at **customerrelations@das.co.uk**. Details of **our** internal complaint-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@financial-ombudsman.org.uk** Website: **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**.

Website: **www.legalombudsman.org.uk**

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

ONLINE LAW GUIDE AND DOCUMENT DRAFTING

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** and select Employment Manual. All the sections of this web-based document can be printed off for your own use. Contact us at **employmentmanual@das.co.uk** with **your** email address, quoting **your Policy** number and **we** will contact **you** by email to inform **you** of future updates to the information.

DASBUSINESSLAW

Using **www.dasbusinesslaw.co.uk** **you** can create ready-to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by **you** using **our** smart document builders. **You** can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts. The 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**, using **your** DAS policy number as below.

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** with **your** policy number in the subject box.

HELPLINE SERVICES

You can contact **our** UK-based call centre 24 hours a day, seven days a week. However, **we** may need to arrange to call **you** back depending on the enquiry. To help **us** check and improve **our** service standards, **we** may record all inbound and outbound calls, except those to the counselling service. When phoning, please quote your policy number TS5/6916396.

Legal Advice

0344 893 0859

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

Our 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, **we** will refer **you** to one of **our** 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, we will call you back.

Tax Advice

0344 893 0859

We 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, we will call you back.

Counselling Service

0344 893 9012

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

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

We will not accept responsibility if the helpline services are unavailable for reasons we cannot control.

COMPLAINTS

If **You** have any questions or concerns about **Your** insurance **Policy** or the handling of a claim, **You** should contact:

In connection with the handling of a claim:

Quadra Claims Services Limited, 86 Deansgate, Manchester M3 2ER

Tel.: +44 (0) 161 838 6600

Email: manchesterunderwriting@quadraclaims.co.uk

In connection with all other matters, **MUM**:

The Complaints Manager, Manchester Underwriting Management Limited whose address is Link House, St. Mary's Way, Chesham, Buckinghamshire HP5 1HR

Tel.: +44 (0)1494 770700

E-mail: complaints@manchesterunderwriting.com

If **You** remain dissatisfied after **We** have considered **Your** complaint, or if **You** have not received a written final response within eight weeks from the date that **MUM** received **Your** complaint, **You** may be entitled to refer **Your** complaint to the Financial Ombudsman Service who will independently consider **Your** complaint free of charge. Their contact details are:

Post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Telephone: 0800 023 4567 (calls to this number are now free on mobile phones and landlines) or 0300 1239123 or from outside the UK: +44 (0) 20 7964 0500 Fax: +44 (0)20 7964 1001

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Please note:

- **You** must refer **Your** complaint to the Financial Ombudsman Service within six months of the date of the final response
- The Financial Ombudsman Service will normally only consider a complaint from a business that has an annual turnover or annual balance sheet which does not exceed 2 million Euros and has fewer than 10 employees.

COMPENSATION
(Financial Services Compensation Scheme)

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if any of **Us** is / are unable to meet **Our** obligations to **You** under this insurance **Policy**. If **You** were to be entitled to compensation from the Scheme, the level and extent of the compensation would depend on the nature of this insurance **Policy**. Further information about the Scheme is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU and on their website www.fscs.org.uk.

PRIVACY NOTICE

Your information will be processed by **Us** and by **MUM** in compliance with the provisions of the Data Protection Act 1998 and will be used by **Us**, and **Our** associated companies, **MUM** and its associated companies, by reinsurers for the purposes of providing reinsurance, and by all parties for the purposes of claims and complaints handling. It may be disclosed to third parties for these purposes and to regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes. **Your** information may also be used for and disclosed to third parties in connection with offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area, for any of these purposes and for systems administration. Where this happens, **We** will ensure that anyone to whom **We** pass **Your** information agrees to treat **Your** information with the same level of protection as if **We** were dealing with it.

For any questions or comments, or requests to see a copy of the information that **We** or **MUM** hold about **You**, please write to the Group Data Protection Controller at **Our** Head Office address or to the Group Data Protection Controller at **MUM**, as appropriate.