

policy document

HOLIDAY HOME INSURANCE



Underwritten by



Working together with



boshers
Specialist Insurance Solutions

Holiday Home Insurance made easy by Ecclesiastical

As a major property insurer for over 100 years, Ecclesiastical's pedigree in this field of insurance is second to none. Although we have expanded considerably throughout our history, we have never lost sight of our objectives. We have complete faith in the products we provide and in the skills and principles of the people who deliver them. We are committed to working with our brokers to bring you a quality insurance policy with the highest possible standards of service.

We appreciate that no two holiday home ownership scenarios are alike and we have therefore worked closely with your broker, Boshers Ltd, to ensure that the policy is designed with the particular needs of owners of commercially let UK holiday homes in mind.

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Introduction

Please read this policy carefully to ensure it meets your needs.

This policy document must be read with the schedule which shows the sections that are in force and the details of your cover.

How we will use your data

We hold data in accordance with the Data Protection Act 1998. It may be necessary for us to pass data to other organisations that supply products and services for this policy. In order to verify information, or to prevent and detect fraud, we may share information you give us with other organisations and public bodies, including the Police.

Claims enquiries

For claims other than legal expenses claims call:

0845 603 8381

For new claims the service is available 24 hours a day, 7 days a week.

For enquiries about existing claims, the service is available from Monday to Friday 8am to 6pm.

Alternatively a claim form can be obtained from Boshers on:

01237 427992

For legal expenses claims call:

DAS Legal Expenses Insurance Company Limited

Please make sure that you are able to give your policy number shown on your policy schedule.

0117 934 2104

For all claims

The action to be taken by the policyholder in the event of any incident which may give rise to a claim is shown in the Claims conditions.

Helplines

In the event of a problem, you can obtain help from any of the following helpline services. These are available 24 hours a day 365 days a year for all our policyholders.

Please make sure that you are able to give your policy number shown on your policy schedule.

Emergency glass replacement

0800 474747

This is provided by Solaglas. If you suffer glass breakage you can call upon the services of Solaglas who will effect a rapid repair.

If you are insured for glass breakage Solaglas will issue two separate invoices, an invoice for you to cover the amount of any policy excess and recoverable VAT and an invoice which is sent directly to us for the remaining costs.

If the glass is not insured you will be solely responsible for the entire cost of repairs.

The following are provided by DAS Legal Expenses Insurance Company Limited (DAS).

To help them check and improve their services all calls (except those relating to counselling) are recorded.

DAS will not accept responsibility if the Helpline Services fail for reasons they cannot control.

Business assistance

0117 934 2104

In the event of an unforeseen emergency affecting your business premises which causes damage or potential danger DAS will contact a suitable repairer or contractor and arrange assistance on your behalf.

You are responsible for paying contractors' fees, but if the damage is covered under your policy you will be able to submit a claim in the normal way.

Eurolaw commercial legal advice

0117 934 2104

DAS can provide legal advice on any commercial legal problem affecting the business, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

Tax advice (commercial)

0117 934 2104

DAS can provide advice on any tax matters affecting you, under the laws of the United Kingdom.

Counselling

0117 934 2121

DAS can provide all your employees (including any member of their immediate family who permanently live with them) with a confidential counselling service over the telephone, including where appropriate, onward referral to relevant voluntary and/or professional services.

Information services

Provided by DAS Legal Expenses Insurance Company Limited (DAS).

Employment manual

The DAS Employment manual provides up-to-date guidance on employment law.

To view the Employment manual please visit the DAS website at www.das.co.uk

From the Home Page click on the Employment manual icon. You can print any part of this document for your own use.

Email DAS at employmentmanual@das.co.uk with your email address, quoting your policy number and DAS will contact you by email to inform you of future updates to the information.

DAS businesslaw

At www.dasbusinesslaw.co.uk there is a free, online reference, to help you run your business successfully. The material is updated regularly by legal experts to help you keep your business one step ahead.

You can also access interactive document builders, to help you compose commercial documents.

To register your details, access the DAS businesslaw website at www.dasbusinesslaw.co.uk

When asked for your policy number, please insert your Ecclesiastical policy number prefixed with 'EIG' and the password is **DAS472301**

Holiday home insurance

Preamble

The Ecclesiastical Insurance Office plc (the Company) and the Insured named in the schedule agree the following

- The Insured will pay the premium.
- The Company will provide the cover described in this policy for any loss damage or liability that occurs during a period of insurance for which the Insured has paid a premium.
- The policy and the schedule must be read together and any word or phrase which has been explained in this policy will have that meaning wherever it appears.
- This policy will be governed by English law unless the Insured's residence (in the case of an individual) or business is located in Scotland in which case the law of Scotland will apply. If there is any dispute as to which law applies it will be English law.
- The language used in this policy and any information in it will be English.
- A person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

General definitions

Each time the following words or phrases are used in this booklet they will be printed in bold italic type and will have the specific meaning shown below unless more specifically defined under each individual policy section.

Building(s)

means the buildings of the ***premises*** statues fountains and hot tubs permanently fixed into the ground swimming pools tennis courts paths drives terraces patios walls fences hedges and gates fixed aerials satellite dishes wind turbines solar panels yards car parks roads and storage tanks all on the same site.

Business

means your ownership of the ***premises*** as a commercial holiday let.

Computer

means computer or other equipment media or system (or part of them) for processing storing or retrieving data to include without limitation any microchip integrated circuit or similar device or any computer software.

Contents

means all household goods furniture and furnishings fixtures and fittings contained in the ***buildings*** of the ***premises*** which ***you*** own or for which ***you*** are responsible excluding guests' and ***your*** personal belongings.

In respect of books works of art television audio/video equipment a £1,500 single article limit and a maximum of £5,000 any one property applies.

Damage

means physical loss destruction or damage.

Defined peril

means any of the insurable events specified in any section(s) of this policy insuring property excepting

- (a) accidental damage and
- (b) causes excluded from these insurable events.

Denial of service attack(s)

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

Excess

means the amount ***you*** must pay towards any claim.

Note if one incident results in a claim being made under more than one section of this policy only one excess (the higher amount) will apply.

Geographical limits

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

Hacking

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

Insured/you/your

means the Insured named in the schedule.

Insured property

means the insured property described in the schedule.

Premises

means the ***buildings*** at the addresses shown in the schedule and the land within the boundaries belonging to them.

Terrorism

means any act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

Unoccupied

means not lived in by **you** or any person authorised by **you**.

Virus or similar mechanism

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

We/our/us

means Ecclesiastical Insurance Office plc.

General exclusions

1 Excess

any **excess**

2 Other insurances

property more specifically insured under another policy

3 Radioactive contamination

- (a) **Damage** to any property or any resulting loss expense or consequential loss
- (b) any legal liability

directly or indirectly caused by or contributed to by

- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Part (b) does not apply to Cover 1 of the Liabilities section except in respect of liability of any principal and liability assumed by agreement

4 War risks

Any liability or **damage** directly or indirectly occasioned by or happening through war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil commotion assuming proportions of or amounting to a popular rising civil war military rising mutiny rebellion revolution insurrection military or usurped power martial law or confiscation or destruction or requisition by order of the government or any public authority

This exclusion does not apply to Cover 1 of the Liabilities section

5 Uninsurable risks

We will not cover the following

- The cost of maintaining buildings or contents.
- **Damage** that happened before cover under this policy started or any loss or **damage** caused deliberately by **you**.
- **Damage** caused by wear and tear atmospheric or climatic conditions (other than storm or flood) rot fungus insects vermin or any gradual cause.
- **Damage** caused by faulty workmanship materials specification or design.
- **Damage** caused by cleaning dyeing repair or restoration.
- Mechanical or electrical breakdown.
- Property being confiscated or detained by any government public or police authority.

6 Reduction in market value

We will not make any extra payment for a reduction in the market value following a repair reinstatement or replacement paid for under this policy.

7 Electronic risks

Applicable to all sections except Liabilities.

- (a) **Damage** to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether **your** property or not where such **damage** is caused by **virus or similar mechanism** or **hacking** or **denial of service attack**.
- (b) Loss directly or indirectly caused by or arising from **virus or similar mechanism** or **hacking** or **denial of service attack**.

8 Date recognition

Any claim directly or indirectly arising from the failure or possible failure of any **computer**

- (a) correctly to recognise any date as its true calendar date
- (b) to save and/or correctly interpret or process any data or command as a result of treating any date other than its true calendar date
- (c) to save or correctly process any data on or after any date

but this shall not exclude subsequent **damage** or consequential loss not otherwise excluded which itself results from a **defined peril**

Definitions specific to this exclusion

Computer

means computer or other equipment media or system (or any part of them) for processing storing or retrieving data to include without limitation any microchip integrated circuit or similar device or any computer software

Defined peril

means any of the insured events specified in any section(s) of this policy insuring property excepting

- (a) accidental loss destruction or damage and
- (b) causes excluded from these insured events

This exclusion does not apply to the Liabilities section and the Assault extension of the Money section

9 Terrorism

Any claim directly or indirectly caused by resulting from or in connection with **terrorism** regardless of any other contributory cause

This insurance also excludes any claim directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to **terrorism**

If **we** allege that by reason of this exclusion any claim is not covered by this policy the burden of proving the contrary shall be upon **you**

This exclusion does not apply to the Legal expenses section and Cover 1 of the Liabilities section

General conditions

1 Misrepresentation and misdescription

This policy shall be voidable in the event of a material misrepresentation misdescription or nondisclosure

2 Your duty of care

You must take all reasonable steps to protect and maintain the property prevent **damage** or injury and comply with laws by-laws or regulations.

3 Alteration of risk

If after the commencement of this insurance

- (a) there is any alteration which increases the risk of **damage** accident or liability
- (b) the **premises** undergo major structural alterations or major repair (that does not include where workmen are allowed on the **premises** to carry out minor repairs alterations or general maintenance not involving external scaffolding)
- (c) **your** interest ceases except by will or operation of law
- (d) an administrator or a liquidator or receiver is appointed or where **you** enter into a voluntary arrangement
- (e) the **premises** cease to be let to the general public or there is any other material change in use of the **premises**

it is a condition of this policy that immediate notice is given to **us**.

Upon any alteration as described above **we** shall be entitled to cancel the policy from the date of the alteration or impose special terms and/or charge an additional premium.

4 Cancelling the policy

(a) Your right to cancel in the cooling-off period

If after insuring with **us** and receiving the full written policy documentation including the schedule **you** subsequently change **your** mind **you** have 14 days to write to the sender confirming that **you** do not wish to continue. No charge will be made and any premium **you** have already paid will be refunded. **You** may make a claim up to the date **you** advise of **your** decision to cancel the policy.

(b) Your right to cancel after the cooling-off period

If **you** do not cancel the policy within the 14-day cooling-off period mentioned above, the policy is in force and **you** are committed to pay the premium. However, **you** can still cancel the policy providing **you** give **us** notice in writing. As long as **you** have not made a claim **you** will receive a refund of the part of **your** premium which covers the cancelled period, providing this exceeds £15. If **you** have made a claim then the full annual premium is due.

(c) Our right to cancel

In circumstances other than any alteration of the risk (see condition 2) **we** may cancel the policy or any section of it by sending seven days' notice by recorded delivery to **you** at **your** last known address and shall refund to **you** the proportionate premium for the unexpired period of cover.

5 Unoccupancy

It is a condition that whenever the **premises** are left **unoccupied you** will arrange that the **premises** are inspected at least every 14 days by you or by an authorised person responsible to **you**.

In addition the following applies between the months of October to March inclusive:

You will arrange that either:

- (a) the heating system is brought into operation and a minimum room temperature of not less than 45°F or 7°C maintained throughout the property
or
- (b) the water is turned off at the stopcock inside the **premises** and the domestic water system drained and other services such as electricity and gas disconnected (other than as necessary to maintain the central heating or security systems).

If **you** fail to fulfil the above conditions cover will be restricted to **damage** by Fire lightning explosion earthquake and by any aircraft flying object (or items dropped from them) vehicle train or animal colliding with the **buildings**.

6 Fraudulent claims

If any claim on this policy is in any respect fraudulent or if fraudulent means are used by **you** or anyone acting on **your** behalf to obtain benefit under this policy or if any **damage** is caused by **your** wilful act or with **your** connivance all benefit under this policy shall be forfeited.

7 Multiple insurances

(a) Property damage and Loss of income sections

If at the time any claim arises under this policy there are any other insurances in force covering the same **damage** or liability **we** shall not be liable for more than **our** rateable proportion and if such other insurance is subject to any condition of underinsurance this policy if not already subject to any condition of underinsurance shall be subject to that condition of underinsurance.

(b) Liabilities Legal expenses and Money sections (excluding the assault extension)

If at the time of any claim arising under this policy **you** are or would but for the existence of this policy be entitled to indemnity under any other policy or policies **we** shall not be liable except in respect of any additional amount beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

8 Arbitration

Provided we have admitted liability for a claim any dispute as to the amount to be paid shall be resolved by arbitration in accordance with the statutory provisions in force at the time by

- (a) an agreed arbitrator or if an arbitrator cannot be agreed
- (b) an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party provided they have given seven days' written notice to the other party

You must not take legal action against **us** over the dispute before the arbitrator has reached a decision.

Claims conditions

Your duties

When an incident occurs that may result in a claim **you** shall

- (a) take all practicable steps to recover property lost and otherwise minimise the claim
- (b) tell the police immediately if the **damage** is caused by thieves malicious persons vandals or as a result of riot civil commotion strikes or labour disturbances
- (c) tell **us** immediately **you** become aware
- (d) within 30 days give **us** at **your** expense any information **we** require and continue to provide **us** with any information and assistance **we** require before or after **we** pay **your** claim under the policy
- (e) not make or allow to be made on **your** behalf any admission offer promise payment or indemnity without **our** written consent
- (f) forward to **us** every letter claim writ summons and process immediately upon receipt without acknowledgement and advise **us** in writing as soon as **you** have any knowledge of any impending prosecution inquest or inquiry in connection with that event

No claim shall be payable unless these conditions have been complied with and in the event of non-compliance any payment on account of the claim already made by **us** shall be repaid to **us**

Additional conditions apply to Legal expenses cover which are detailed in the section

Our rights

We may

- (a) start take over defend and conduct any legal action in **your** name
- (b) prosecute in **your** name for our benefit any claim for indemnity or damages

We will have full discretion in the conduct and settlement of any such action

- (c) enter any building where **damage** has occurred and take and keep possession of any property insured by this policy

We will not accept property abandoned to **us**

This policy shall be proof that **you** have authorised **our** rights under this condition

- (d) at any time pay to **you** the limit of indemnity
 - (i) in the case of Employers' liability or Prosecution defence cost claims less any amount already paid or incurred
 - (ii) in the case of Public and products liability claims less any amount already paid or incurred as damages or any lesser amount for which at **our** discretion any claim or claims can be settled

We will then relinquish control of the claim and have no further liability except for any Public and products liability claim (other than any claim originating from within the legal jurisdiction of the United States of America or Canada) **we** will also pay any legal costs incurred prior to the date of such payment

- (e) in the case of Assault extension claims involving the death of an insured person have a post mortem carried out at **our** expense

Additional conditions apply to Legal expenses cover which are detailed in the section

1 Property damage

Your schedule will show if this section applies and the cover in force

What is covered

Damage to the **insured property** caused by any insurable event as insured in **your** schedule.

What is not covered

Exclusions (i) to (v) below are general exclusions applying to any claim made under the Property damage section.

- (i) Any exclusion mentioned under the General exclusion Uninsurable risks.
- (ii) **Damage** caused by pollution or contamination other than provided for under the Loss of oil gas or water extension of this section but this shall not exclude **damage** to the **insured property** caused by
 - (a) pollution or contamination which itself results from any of the insured events other than 12 Accidental damage.
 - (b) any of the insured events other than 12 Accidental damage which itself results from pollution or contamination.
- (iii) Moveable property in the open except as specifically provided for by any extension to this section.
- (iv) Consequential loss of any kind
- (v) **Damage** to any electrical plant or apparatus caused by self-ignition but this exclusion shall apply only to that part of the electrical plant or apparatus in which self-ignition occurs

Insurable event

What is covered

1. Fire lightning explosion or earthquake

2. Storm or flood

What is not covered

- (i) **Damage** by frost.
- (ii) **Damage** to fences hedges or gates (unless the main building, garage or outbuilding is damaged at the same time).
- (iii) **Damage** attributable solely to change in the water table level.

What is covered

3. Subsidence or heave of the site on which the *buildings* stand or landslip

4. Riot

Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances.

5. Vandalism or malicious acts

Malicious persons not acting on behalf of or in connection with any political organisation.

6. Any aircraft flying object (or items dropped from them) vehicle train or animal colliding with the *buildings*

What is not covered

- (i) **Damage** to swimming pools hot tubs tennis courts paths drives terraces patios walls fences hedges or gates (unless the main building is damaged at the same time).
- (ii) **Damage** to solid floor slabs or damage resulting from the slabs moving (unless the foundations beneath the outside walls of the main building are damaged at the same time).
- (iii) **Damage** resulting from normal settlement shrinkage or expansion.
- (iv) **Damage** caused by new structures or newly made-up ground settling or bedding down.
- (v) **Damage** due to coastal or river erosion.
- (vi) **Damage** resulting from demolishing altering or repairing the *buildings*.
- (vii) **Damage** where compensation is provided by law.
- (viii) **Damage** attributable solely to change in the water table level.

- (i) **Damage** in Northern Ireland.
- (ii) **Damage** resulting from cessation of work.

- (i) **Damage** caused by the *insured* any member *of* the *insured's* family any director of the *insured* or any person *you* employ.
- (ii) **Damage** in Northern Ireland.
- (iii) **Damage** resulting from cessation of work.

What is covered

7. Water or oil

escaping from any fixed water or heating system or any fixed oil fired heating system washing machine dishwasher refrigerator freezer water bed or fish tank in **your buildings**

8. Burst pipes

Freezing of water in any interior fixed water or heating appliance or installation in **your buildings**.

9. Theft or attempted theft

10. Any satellite dish television or radio aerial wind turbine solar panel or security equipment breaking or collapsing

11. Falling trees branches telegraph poles lamp posts or pylons

12. Accidental damage

What is not covered

Damage caused by the **insured** any member of the **insured's** family any director of the **insured** or any person **you** employ.

Damage to fences hedges or gates and/or the cost of removing any tree branch telegraph pole lamp post or pylon (unless the main building garage or outbuilding is damaged at the same time).

- (i) **Damage** which is specifically mentioned elsewhere under this section.
- (ii) **Damage** caused by or consisting of erasure loss distortion or corruption of information on computer systems or other records programs or software.
- (iii) Breakage of electrical valves bulbs or tubes unless the equipment in which they are contained is damaged at the same time.
- (iv) **Damage** to a building or structure caused by its own collapse or cracking.
- (v) **Damage** to paths car parks drives paved and other hardstanding areas unless the main building is damaged at the same time.

What is covered

13. Damage to services

Accidental **damage** to service pipes cables sewers and drains serving **your buildings** for which **you** are responsible. This includes the cost of clearing blockages.

14. Glass sanitary fixtures and signs

Accidental breakage of glass sanitary fixtures or signs including the reasonable cost of

- (a) repairs to framework following breakage of glass
- (b) necessary boarding-up pending replacement of the glass
- (c) in the case of multiple glazing the additional cost of re-creating vacuums or the purchase and installation of new sealed units.

15. Sprinkler leakage

Accidental escape of water from any automatic sprinkler installation in the **buildings** not caused by explosion earthquake or heat caused by fire.

What is not covered

- (i) Breakage of glass while not fixed.
- (ii) Breakage occasioned by or traceable to alterations to the **buildings** or in the glass being carried out by **you** or persons **you** employ whereby the risk of breakage is increased.
- (iii) **Damage** to bulbs or tubes unless the signs in which they are contained are damaged at the same time.

This section also covers the following

What is covered

16. Trace and access

The costs and expenses reasonably incurred by **you** with **our** consent in locating the source of a leakage of oil water or gas at **your premises** and in subsequent repair of **damage** caused by locating the source

Limit £5,000 any one claim.

What is not covered

What is covered

17. Damage by emergency services

(If **buildings** are insured)

Damage at any part of **your premises** caused by the emergency services in circumstances where such **damage** would not otherwise form part of a valid claim under this section.

This includes **damage** which occurs when the emergency services are responding to potential danger to property or injury to persons.

Limit £5,000 any one claim.

18. Sale of the building

If the **insured** shall have contracted to sell the **building** and the property is not insured elsewhere the purchaser will have the benefit of the insurance under this section for the period from exchange of contracts (or if in Scotland the written offer and acceptance) until the sale is completed.

19. Planning (Listed Buildings and Conservation Areas) Act 1990

The cost of meeting local authority conditions made under the Planning (Listed Buildings and Conservation Areas) Act 1990 and amending legislation (or equivalent legislation in Scotland and Northern Ireland) following **damage** by any of the insurable events should these costs exceed the cover provided within the **buildings** sum insured.

The maximum **we** will pay under this extension is 20% of the sum insured for **buildings**.

What is not covered

Damage caused by police raids.

What is covered

20. Archaeological costs

The on-site costs of **archaeological rescue work** (including the recording of standing and collapsed fabric and damaged floor surfaces but not the excavation of below ground deposits) necessarily and reasonably incurred with **our** consent as a result of **damage** to the **buildings**.

Definitions specific to this extension

Archaeological rescue work

means any archaeological exercise concerned with the recording of information which would otherwise be lost or in danger of being lost.

Archaeological research work

means any other archaeological exercise.

Limit £250,000 any one claim.

Extensions 21 to 29 only apply if **contents** are insured

21. Loss of keys

The reasonable cost necessarily incurred in replacing door or window locks at the **buildings** including locks to safes and alarms following theft or loss of keys.

Limit £1,500 any one claim.

22. Hired-in property

Damage by an insurable event to **contents** hired-in for the purposes of the **business** for which **you** are responsible.

Limit 10% of the **contents** sum insured any one period of insurance.

23. Personal belongings

Personal effects clothing jewellery watches and photographic equipment belonging to **you** and **your** family whilst residing at the **premises** and contained in the **premises**.

Limit £1,000 any one claim (subject to a maximum single article limit of £250).

What is not covered

- (i) The costs of any **archaeological research work** which may be enabled or facilitated as a result of damage but which is not a necessary part of the process of repair or rebuilding.
- (ii) The costs of analysis of data subsequent to **archaeological rescue work** (except in so far as such costs are a necessary and integral part of the process of repair or rebuilding).
- (iii) The costs of conservation or scientific analysis of materials or objects retrieved in the course of an archaeological exercise.

Bankers' cards credit and debit cards and pedal cycles.

Damage if there is any other insurance in force.

What is covered

24. Guests' personal belongings

Guests' clothing and personal belongings (including personal money for an amount not exceeding £100) and contained whilst in the **premises**.

Limit £1,000 any one person any one claim (subject to a maximum single article limit of £250).

25. Property in the open

Damage to the following property by the insurable events

- (a) floodlighting external lighting and security equipment fixed to the **buildings** or in the grounds of the **premises**
- (b) groundsmens' equipment while in the open grounds of the **premises** provided that any mechanically or electrically driven equipment is immobilised when not in use
- (c) fixed or unfixed equipment monuments statues garden decorations and ornaments in the grounds of the **premises** (other than provided by (a) and (b) above).

Limit £5,000 any one period of insurance.

26. Temporary removal of contents

Contents are covered following **damage** as insured by this section whilst temporarily removed for cleaning renovation repair or other similar purposes anywhere in the **geographical limits**.

Limit £2,500 any one claim.

What is not covered

Guests bankers' cards credit and debit cards pedal cycles and belongings otherwise insured.

What is covered

27. Loss of oil gas or water

We will pay for

- (a) loss of oil (other than covered by (c) below) gas or metered water from the water or heating system after **damage** by an insurable event to that system
- (b) the cost of replacing liquid petroleum gas or oil following accidental discharge from the storage container at the **premises**
- (c) theft of oil from any storage tank used for the heating system at the **premises** provided theft is an insurable event under this policy
- (d) the cost of decontaminating the grounds of the **premises** following accidental discharge of oil from any oil fired heating installation or storage tank

The limit under (a) or (b) is £5,000 any one claim

The limit under (c) is £5,000 any one period of insurance

The limit under (d) is £25,000 any one claim

28. Extinguisher and alarm re-setting expenses

The reasonable costs incurred by **you** in refilling fire extinguishing appliances replacing sprinkler heads and resetting fire or intruder alarms solely as a result of their activation following an insurable event

29. Goods in transit

Damage to goods relating to the **business** whilst in transit by any road vehicle operated by **you** anywhere in the **geographical limits**.

Limit £250 any one claim.

What is not covered

Settling claims

We will pay for

Buildings

- (a) At **our** option the cost of repairing the **damage** to the **buildings** or if the **damage** is beyond repair the cost of replacing the **buildings** or **we** will arrange for the work to be carried out.

We will not deduct any amount for wear and tear unless

- (i) the **buildings** are in a poor state of repair or decoration or
 - (ii) there is unnecessary delay in carrying out the work or
 - (iii) repair or replacement is not carried out.
- (b) The following additional costs all reasonably and necessarily incurred in repair or replacement following insured **damage**
- (i) reasonable architects' surveyors' consulting engineers' and other professional fees
 - (ii) the cost of complying with European Union legislation Local Authority Buildings Regulations or other statutory requirements up to 15% of the sum insured by the relevant item
 - (iii) the cost of remaining debris demolition shoring-up or propping.

We will also pay for costs and expenses necessarily incurred by **you** with **our** consent in removing fallen trees within the grounds of the **premises** provided that

- (a) the trees have fallen as a result of an insurable event which is in force and
- (b) the **buildings** are damaged by the same insurable event occurring at the same time and a claim for this **damage** has been accepted by **us**.

We will not pay for

- (i) Fees or any other costs incurred in the preparation of a claim.
- (ii) (a) The cost of work stipulated in any notice already served upon **you**.
- (b) Undamaged parts of the **buildings** (except the foundations of damaged parts).
- (c) **Damage** to buildings not insured by this policy.
- (d) The cost of an existing work requirement which must be completed within a given period.
- (e) The amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property by **you** arising from compliance with the stipulations detailed in any statutory requirements.
- (iii) (a) The cost incurred in removing debris other than from the site of the property damaged and the area immediately adjacent to such site.
- (b) Costs arising from pollution or contamination of property not insured by this policy.

We will pay for

Contents

Following insured **damage we** will replace or will pay for the cost of replacement as new except for items that can be economically repaired where **we** will pay for the cost of repair.

We will only pay the cost of repair so far as that may be practicable or the cost of a modern replacement.

We will not deduct any amount for wear and tear (except for items insured under extensions 23 and 24).

We will not pay for

Memoranda

Underinsurance

Unless otherwise shown in the schedule or elsewhere in this policy the sum insured by each item of **insured property** is subject to the following condition of underinsurance.

If the property insured by any item of this section shall at the commencement of any **damage** to such property be collectively of greater value than such sum insured (adjusted for index-linking) **you** will be considered as being **your** own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

Index linking

The sums insured (but not the extension limits) under this section will be adjusted in accordance with suitable indices selected by **us**.

The annual renewal premium will be amended accordingly.

2 Loss of income

Your schedule will show if this section applies and the cover in force

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

For the purpose of these definitions any adjustments implemented in current cost accounting shall be disregarded.

Definitions

Each time the following words or phrases appear in this section in bold italic type they will take the specific meaning shown below. Where words or phrases are not highlighted in this manner the normal every day meaning of the word or phrase will apply.

Annual income

means the income during the 12 months immediately before the date of the **damage** to which such adjustments shall be made as maybe necessary to provide for the trend of the **business** and for variations in or other circumstances affecting the **business** either before or after the **damage** or which would have affected the **business** had the **damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **damage** would have been obtained.

Computer equipment

means equipment that is electronic computer or other data processing equipment including all forms of electronic magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment software and peripherals used in conjunction with such equipment belonging to **you** or for which **you** are responsible.

Damage

means as defined under 'What is covered', page 26.

Income

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

Indemnity period

means the period beginning with the occurrence of the **damage** and ending not later than the expiry of the maximum indemnity period specified in the schedule thereafter during which the results of the **business** shall be affected in consequence of the **damage**.

Insured events

means unless stated otherwise in the schedule means those events which are insured by the Property damage section

Standard income

means the **income** during the period corresponding with the **indemnity period** in the 12 months immediately before the date of the **damage** appropriately adjusted where the **indemnity period** exceeds 12 months (to which such adjustments shall be made as may be necessary to provide for the trend of the **business** and for variations in or other circumstances affecting the **business** either before or after the **damage** or which would have affected the **business** had the **damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **damage** would have been obtained during the relative period after the **damage**).

What is covered

If any **building** or other property owned by **you** at the **premises** specified in the schedule for the purpose of the **business** is destroyed or damaged during the period of insurance by any of the **insured events** (destruction or **damage** so caused being termed **damage**) and the **business** carried on by **you** at the **premises** is in consequence interrupted or interfered with

We will pay to **you** in respect of each item in the schedule the amount of loss resulting from such **damage** in accordance with the terms of this section

Provided that

- (1) **our** liability shall not exceed the sum insured for each item nor in all the total sum insured
- (2) at the time of the **damage** there is an insurance in force covering **your** interest in the property at the **premises** against **damage** and payment shall have been made or liability admitted under that insurance (but this proviso shall not apply if no payment is made solely due to an **excess**).

Amount payable

The insurance under this section in respect of **income** is limited to

- (a) loss of **income** and
 - (b) additional expenditure
- occurring during the **indemnity period** and the amount payable as indemnity shall be
- (i) for loss of **income** the amount by which the **income** during the **indemnity period** shall as a result of the **damage** fall short of the **standard income**
 - (ii) for additional expenditure the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **income** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage** but not exceeding the amount of the reduction in **income** thereby avoided

What is not covered

What is covered

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

Professional accountants' charges

Any details contained in **your** business books which are requested by **us** for the purpose of dealing with **your** claim can be produced by **your** professional accountants and their report shall be accepted as evidence of these details

We will pay to **you** the reasonable charges payable by **you** to **your** professional accountants for producing these details or any other information requested by **us**

The sum of the amount payable under this clause and the amount otherwise payable under this section shall not exceed the sum insured.

Payments on account

Payments on account will be made during the **indemnity period**.

What is not covered

Extensions

This section is extended to cover loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** as a result of the following

What is covered

1 Prevention of access

Losses arising where use of the **premises** is prevented or hindered by **damage** to neighbouring property and such **damage** would form an acceptable claim under the Property damage section of this policy if the **damage** occurred at the **premises**.

2 Utilities

Damage by any of the **insured events** at any

- (a) generating station or sub-station of **your** electricity supplier
- (b) land-based premises of **your** gas supplier or of any directly linked natural gas producer
- (c) waterworks or pumping station of **your** water supplier
- (d) land-based premises of **your** telecommunications services provider

Our liability for any one occurrence shall not exceed the sum insured by the items or any limit of liability shown in the schedule.

3 Book debts

If following **damage** to **your** records at the **premises** by any of the **insured events** **you** are unable to trace outstanding debit balances owed to **you** **we** will indemnify **you** for such loss as follows

- (a) **We** will pay the difference between the total outstanding debit balances and the total of the amounts received or traced for such balances.
- (b) **We** will pay additional expenditure incurred with **our** previous consent in tracing and establishing customers' debit balances after the **damage**.
- (c) **We** will pay for reasonable professional accountants' charges necessarily incurred in providing any evidence required by **us** in support of a claim.

The most **we** will pay under this extension is £50,000 any one period of insurance.

What is not covered

Any restriction of use of less than 4 hours.

Loss arising from misfiling erasure distortion deliberate falsification of business records abnormal condition of trade or from bad debts.

What is covered

Special condition applicable to this extension

It is a condition of **our** liability under this extension that **you** keep a record of the total amount outstanding in customers' accounts as at the end of each month and within 30 days of the end of each month deposit this record in a building other than that in which the original records are kept.

4 Failure of supply

Failure of the supply to the **premises** of electricity gas or water from any cause other than the deliberate act of the supply undertaking in withholding or restricting supply.

Limit £5,000 any one incident

5 Failure of telecommunication services

Failure of the telecommunication services at the **premises** following **damage** of or to telecommunications property anywhere in the **geographical limits**.

Limit £5,000 any one incident

6 Specified disease vermin defective sanitation murder

We will extend the cover under this section to losses following

- (a) (i) any occurrence of a **specified disease** at the **premises**
- (ii) any discovery of an organism at the **premises** resulting in or likely to result in the occurrence of a **specified disease**
- (iii) any occurrence of a **specified disease** within a radius of 25 miles of the **premises**
- (b) any injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at the **premises**

What is not covered

Excluding any failure of less than 30 minutes.

Excluding any failure of less than 30 minutes.

Costs incurred in the cleaning repair replacement recall or checking of property.

What is covered

- (c) any accident causing defects in the drains or other sanitary arrangements at the **premises**
- (d) any discovery of vermin or pests which causes restrictions on the use of the **premises** on the order of the competent local authority
- (e) murder or suicide at the **premises**.

Definition specific to this extension

Specified disease

means Acute encephalitis Acute poliomyelitis Anthrax Cholera diphtheria Dysentery Legionellosis Legionnaires' Disease Leprosy Leptospirosis Malaria Measles Meningitis Meningococcal septicaemia (without meningitis) Mumps Ophthalmia neonatorum Paratyphoid fever Plague Rabies Relapsing fever Rubella Scarlet fever Smallpox Tetanus Tuberculosis Typhoid fever Viral haemorrhagic fever Viral hepatitis Whooping cough Yellow fever

Special conditions applicable to this extension

- (i) **We** shall only be liable for the loss arising at those **premises** which are directly affected by the occurrence discovery or accident
- (ii) **Indemnity period** shall mean the period during which the results of the **business** shall be affected as a result of the occurrence discovery or accident beginning with the date from which the restrictions on the **premises** are applied (or in the case of (e) above with the date of occurrence) and ending not later than three months thereafter
- (iii) Provided that **our** liability under this extension in respect of any one occurrence discovery or accident shall not exceed the lesser of £250,000 or 25% of the sum insured by the items.

What is not covered

What is covered

7. Archaeological digs

Archaeological exercises which follow discoveries made as a direct result of **damage** by any of the **insured events**.

The total amount **we** will pay will not exceed in the aggregate the sum insured by each item.

What is not covered

3 Liabilities

Your schedule will show if this section applies and the cover in force

Definitions

Each time the following words or phrases appear in this section in bold italic type they will take the specific meaning shown below.

Where words or phrases are not highlighted in this manner the normal every day meaning of the word or phrase will apply.

Asbestos

means asbestos asbestos fibres or any derivatives of asbestos including any product containing any asbestos asbestos fibres or any derivatives of asbestos.

Bodily injury

means bodily injury death disease or illness.

Business

means those activities relating to **your** commercial holiday let conducted solely from **premises** in the **geographical limits** including

- (a) the ownership repair and maintenance of **your property** and **premises**
- (b) the provision of fire and security services maintained only for the protection of premises owned or occupied by **you**
- (c) private work undertaken by an **employed person** with **your** prior consent for a director partner or **employee** of **yours**

but this does not include any work undertaken **offshore**.

Data

means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware.

Employed person

means

- (a) any **employee**
- (b) any person supplied to or hired or borrowed by **you** on **your** behalf, or any work experience student or youth training scheme participant while under **your** direct control and supervision.

Employee(s)

means any person under a contract of service or apprenticeship with **you**.

Event(s)

means one occurrence or series of occurrences arising from or attributable to one source or original cause.

Injury

means **bodily injury** wrongful arrest or false imprisonment.

Legal costs

means

- (a) claimant's costs and expenses recoverable from **you** in respect of any claim which is the subject matter of indemnity under this policy
- (b) (i) the costs of legal representation at
 - (1) any coroner's inquest or injury in respect of any death
 - (2) proceedings in any court arising out of any alleged breach of statutory duty which may be the subject of a claim for indemnity under this section of the policy
- (ii) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under this section of the policy incurred with **our** prior written consent.

Offshore

means embarkation onto a vessel or aircraft for conveyance to an offshore rig platform or service or accommodation vessel until disembarkation from the conveyance onto land upon return from such offshore rig platform or service or accommodation vessel.

Pollution or contamination

means **injury** or **damage** directly or indirectly caused by or arising out of pollution or contamination of buildings or other structures or of water land or the atmosphere.

Principal

means any party (other than a director partner or **employee** of **yours**) on whose behalf **you** are undertaking work (excluding the sale or supply of products) in connection with the **business**.

Products

means goods (including containers and packaging) not in **your** custody or control sold supplied installed erected serviced repaired altered or treated by **you** in connection with the **business** from any premises within the **geographical limits**.

Any error in the sale supply or presentation of such goods is included in this definition.

Property

means material property but this does not include **data**.

You/your/yours

means the **Insured** named in the schedule.

Unless **we** specifically state otherwise **we** will also indemnify

- (a) **your** personal representatives in respect of legal liability incurred by **you**
- (b) at **your** request
 - (i) any **principal**
 - (ii) any director partner or **employed person** of **yours**

in respect of liability for which **you** would have been entitled to indemnity had the claim been made against **you**

- (c) any director partner or **employee** of **yours** in respect of private work carried out with **your** prior consent by an **employed person** for such director partner or **employee**.

We will not provide an indemnity to any medical or dental practitioner in respect of medical services provided.

Cover 1 – Employers' liability

This insurance is provided on a 'Costs Inclusive' basis. This means that **legal costs** are included within the Limit of indemnity specified in the schedule.

What is covered

We will indemnify **you** against **your** legal liability to pay damages and **legal costs** arising out of **bodily injury** to an **employed** person caused during the period of insurance

- (a) within the **geographical** limits or
- (b) while temporarily outside these territories in connection with the **business**.

The total amount **we** will pay in respect of

- (a) any one **event** which is directly or indirectly caused by results from or is in connection with any act of **terrorism** shall not exceed £5,000,000

If **we** allege the **bodily injury** has resulted from **terrorism** the burden of proving the contrary shall be upon **you**

- (b) any other **event** shall not exceed the limit of indemnity shown in the schedule.

This insurance complies with the provisions of any law enacted in the **geographical limits** relating to the compulsory insurance of liability to employees.

You will repay any sums paid to **us** which **we** would not have been obliged to pay but for the provisions of such law.

What is not covered

No indemnity will be provided in respect of any liability in respect of **bodily injury** for which **you** are required to arrange motor insurance or security in accordance with any road traffic legislation within the European Union.

Extension to cover 1

What is covered

Subject to the terms of the policy

1 Unsatisfied court judgements

Where a judgement for damages has been obtained

- (a) by one of **your employees** or their personal representatives in respect of **bodily injury** caused during any period of insurance and which arises out of and in the course of their employment with **you**
- (b) in any court situated within the **geographical limits**
- (c) against any company or individual operating from premises within the **geographical limits**
- (d) which remains unsatisfied in whole or in part six months after the date of the judgement

we will at **your** request pay to the **employee** or their personal representative the amount of damages and any awarded costs which remain unsatisfied subject to there being no appeal outstanding.

Where any payment is made under this extension the **employee** or their personal representative shall assign the judgement to **us**.

What is not covered

Cover 2 – Public & products liability

This insurance is based on a 'Costs in Addition' basis. This means that (with the exception of claims which are brought within the legal jurisdiction of the United States of America or Canada) **legal costs** are payable in addition to the limit of indemnity specified in the schedule.

What is covered

We will indemnify **you** against **your** legal liability to pay damages arising out of

- (a) accidental **injury** of any person
- (b) accidental **damage** to **property**
- (c) nuisance trespass to land trespass to goods or interference with any easement of air light water or way

We will not provide indemnity in respect of any liability which arises from any deliberate act or omission by you which could reasonably have been expected having regard to the nature and circumstances of such act or omission or which is a natural consequence of the ordinary conduct of **your business**

happening during the period of insurance and caused either in connection with the **business** or by **products**.

We will in addition indemnify **you** against **legal costs** other than in respect of any claim which is brought within the legal jurisdiction of the United States of America or Canada in which circumstances **legal costs** shall be included within the limit of indemnity.

The total amount **we** will pay in respect of damages for

- (a) any one **event**
- (b) all **events** happening during any period of insurance caused by **products**
- (c) all **events** arising from **pollution or contamination** which **we** deem to have occurred during any period of insurance

shall not exceed the limit of indemnity shown in the schedule.

Where **we** are liable to indemnify more than one person the total amount of indemnity to all parties including **you** in respect of damages arising from one **event** shall not exceed the limit of indemnity shown in the schedule.

What is not covered

No indemnity will be provided in respect of the following.

- (1) any liability arising from advice design or specification provided for a fee or for which a fee would normally be charged.
- (2) any liability arising from **bodily injury** to any **employed person** caused in connection with the **business**.
- (3) any liability arising from **damage to property** which is owned or held in trust by **you** or which is in **your** custody or control.

This exclusion will not apply in respect of

- (a) personal effects including vehicles and their contents belonging to **employees** directors trustees partners or visitors.
- (b) premises and their contents not owned by leased or rented by **you** at which **you** are undertaking work in connection with the **business**.
- (c) premises including fixtures and fittings hired by or leased rented or borrowed by **you** but **we** shall not be liable for
 - (i) the first £250 of any **damage** other than caused by fire or explosion
 - (ii) liability arising solely under the terms of any contract or agreement
 - (iii) any liability which arises from an agreement to maintain in force insurance against loss of or **damage** to the **premises** and their fixtures and fittings.
- (4) any liability arising from ownership possession or use by **you** or on **your** behalf of
 - (a) any mechanically propelled vehicle but (except where indemnity is provided by any motor insurance policy or in circumstances where insurance or security is required under any road traffic legislation) this exclusion will not apply in respect of

What is covered

What is not covered

- (i) the use of vehicles designed to help disabled people or golf carts trolleys and buggies
- (ii) the use of plant as a tool of trade on site
- (iii) the use of plant at **your premises**
- (iv) the loading or unloading of any vehicle
- (v) the movement of any vehicle not belonging to **you** which is interfering with the execution of the **business**.
- (b) any craft designed to travel in on or through water air or space
- (5) any liability arising directly or indirectly from **pollution or contamination** unless the **pollution or contamination** is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and space during the period of insurance.
For the purposes of this exclusion all **pollution and contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place.
- (6) **damage** to or the costs of recall removal repair alteration replacement or reinstatement of any **product** supplied or contract work executed by **you** which is caused by
 - (a) a defect
 - (b) its unsuitability for its intended purpose.
- (7) any liability arising from any contract in respect of **products** supplied or contract work executed by **you** unless liability would have attached in the absence of that contract.
- (8) the costs of remedying any defect or alleged defect in premises which **you** have disposed of.
- (9) (a) fines or penalties.
(b) liquidated damages.
(c) any compensation awarded by a court of criminal jurisdiction.
(d) multiplied aggravated exemplary or punitive damages.

What is covered

What is not covered

- (10) any liability arising from
- (a) the use by **you** or on **your** behalf of any premises situated in the United States of America or Canada.
 - (b) **Products** sold or supplied on **your** behalf from any premises situated in the United States of America or Canada.
 - (c) **Products** exported by **you** or on **your** behalf to the United States of America or Canada.
- (11) any liability arising from
- (a) **products** incorporated in any craft designed to travel through air or space
 - (b) **products** incorporated in any waterborne craft which could affect its safety navigation or propulsion
 - (c) **products** incorporated in mechanically propelled vehicles which could affect their safety
 - (d) **products** incorporated in gas chemical petrochemical or power generation plant which is directly connected to manufacture processing storage or power generation and which have been specifically supplied by **you** for that purpose.
- (12) any liability arising directly or indirectly from Mining processing manufacturing removing handling disposing of treatment of distributing or storing of **asbestos**
- However this shall not apply where removing handling or disposing of **asbestos** does not form part of **your** usual business or any contract work undertaken and
- (a) **you** have complied with any legal obligations to manage **asbestos** and
 - (b) any discovery of **asbestos** by **you** is unintentional and accidental and
 - (c) where upon discovery of **asbestos** all work immediately stops and
 - (d) a HSE licensed asbestos removal contractor is employed to make safe the area in which the discovery is made as soon as is practicable and who has Employers' and Public liability insurance in force which provides limits of indemnity no less than those provided by **your** policies and which do not exclude the work to be carried out

What is covered

What is not covered

- (13) any liability arising directly or indirectly from fears of the consequences of exposure to or inhalation of **asbestos**.
- (14) any liability arising from the supervision or execution of any manual work or contract undertaken outside of the European Union.
- (15) any liability arising from damage to property where there is a requirement to arrange cover under clause 6.5 of the 2007 JCT conditions or any similar contract clause.
- (16) the first £100 of compensation costs and expenses payable in respect of any one occurrence of loss or **damage** to property not belonging to **you**.

Extensions to cover 2

What is covered

Each of the following is subject otherwise to the terms of this policy.

1 Cross liabilities

If **you** consist of more than one party (and in the case of partnerships this shall mean each individual partner) **we** will indemnify each party in the terms of this policy against liability incurred to the other in the same manner and to the same extent as if a separate policy had been issued to each subject to the maximum amount payable in respect of damages arising out of one **event** not exceeding the limit of indemnity.

2 Contingent motor liability

Notwithstanding exclusion 4 regarding vehicles **we** will indemnify **you** alone in respect of legal liability for **injury** or **damage** arising out of the use by any **employee** in the course of the **business** of any mechanically propelled vehicle which is neither owned by nor provided by **you**.

What is not covered

- We** will not provide an indemnity in respect of
- (a) **damage** to such vehicle or any **property** contained or being transported within it.
 - (b) **injury** or **damage** arising while the vehicle is being driven by **you** or any person who to **your** knowledge does not hold a licence to drive such a vehicle (unless they have held and are not disqualified for holding or obtaining such a licence).

What is covered

3 Data Protection Act 1998

We will indemnify **you** against legal liability to pay damages and claimant's costs and expenses for damage or distress as described in Section 13 of the Data Protection Act 1998.

This indemnity is subject to **you** being registered in accordance with the Act or having applied for such registration which has not been refused or withdrawn and that **you** have taken all reasonable care to comply with its requirements.

4 Defective Premises Act

We will indemnify **you** against legal liability incurred by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of **injury** or **damage** which occurs within a period of seven years from the expiry or cancellation of this policy.

What is not covered

- (c) circumstances where **you** are entitled to indemnity under any other insurance.
- (d) **injury** or **damage** arising outside the **geographical limits**.

We will not provide an indemnity in respect of

- (a) the payment of fines or penalties.
- (b) the costs of replacing reinstating rectifying erasing blocking or destroying any personal data.
- (c) Liability arising from or caused by a deliberate or intentional act by or omission of any person entitled to indemnity.
- (d) claims arising out of circumstances which have been notified to previous insurers or which were known to **you** at the inception of this extension.
- (e) legal liability where indemnity is provided by any other insurance.

No indemnity will be provided

- (a) if **you** are entitled to indemnity under any other insurance
- (b) in respect of the cost of remedying any defect or alleged defect in the premises disposed of.

Extension to covers 1 and 2

What is covered

The following extension is subject otherwise to the terms of this policy.

1 Compensation for court attendance

If **we** request any of the following categories of people to attend court as a witness in connection with a claim under this policy **we** will provide **you** with the following rates of compensation for each day on which attendance is required

Any of **your** directors trustees or partners £500
Any **employee** £250

What is not covered

4 Money with assault extension

Your schedule will show if this section applies and the cover in force

Definitions

Bodily injury

means bodily injury resulting directly or independently of any other cause within 24 calendar months in disablement or death.

Business hours

means any time when anyone with responsibility for **money** is in attendance at the **premises** for the purpose of **your business**.

Deferment period

means the initial period specified in the schedule following **bodily injury** during which the **temporary total disablement** benefit is not payable.

Insured person(s)

means any employee of the **Insured**.

Loss of eye(s)

means total and irrecoverable loss of sight of an eye or eyes.

Loss of limb(s)

means loss by physical severance at or above the wrist or ankle or total and irrecoverable loss of use of a limb or limbs.

Medical expenses

means the cost of medical surgical dental or other remedial attention treatment or appliances given or prescribed by a qualified medical practitioner and all hospital nursing home and ambulance charges necessarily incurred in the treatment of the **insured person**.

Money

means current notes and coins cheques (other than pre-signed blank cheques whether crossed or uncrossed) postal orders money orders securities for money crossed bankers drafts unused postage stamps travellers cheques National Savings stamps and certificates Premium Bonds

National Insurance stamps and stamped National Insurance cards credit and debit card sales vouchers giro payment orders value added tax purchase vouchers luncheon vouchers gift tokens and unused credit on postal franking machines belonging to **you** or for which **you** are responsible pertaining to the **business**.

Money in transit

means **money** other than **non-negotiable money** in transit whilst in **personal custody** or in a bank night safe until the bank accepts responsibility.

Non-negotiable money

means crossed cheques (other than pre-signed blank cheques) crossed postal orders crossed money orders crossed bankers drafts National Savings certificates Premium Bonds stamped National insurance cards credit and debit card sales vouchers value added tax purchase vouchers and unused credit on postal franking machines.

Other money

means **money** other than **non-negotiable money**.

Permanent total disablement

means permanent total and absolute disablement (other than by loss of limb(s) or loss of eye(s)) from gainful employment of any and every kind which shall have lasted for 104 weeks and which in all probability will last for the remainder of life.

Personal custody

means within the immediate personal control of **you** or any other responsible person authorised by **you**.

Temporary total disablement

means disablement from engaging in or giving attention to usual profession trade business or occupation for a period not exceeding 104 weeks in all from the commencement of such disablement.

Cover A – Money

What is covered

We will indemnify **you** in respect of loss of **money** happening during the period of insurance anywhere in the **geographical limits**.

Limits applicable

Non negotiable money £250,000

Other money in transit or on the premises of **your** private residence and/or that of **your** private resident £500

Coins in electricity gas and telephone meters £300

Coins collected from meters by **you** or a person authorised by **you** other than any employee of an electricity gas or telephone utility company £300

Any other loss £300

What is not covered

We shall not be liable in respect of loss

- (1) due to the dishonesty of any director or employee of the **Insured**
- (2) whilst the **money** is in the custody or control of a professional carrier
- (3) during transit by unregistered post
- (4) from an unattended vehicle
- (5) from any gaming or vending machine unless otherwise shown in the schedule
- (6) due to clerical or accounting errors depreciation in value unexplained shortage dishonoured cheques or to the use of counterfeit money
- (7) in excess of the 'in any other circumstances' limit shown in the schedule of **money** (other than **non-negotiable money**) from any room left unattended and unlocked unless this occurs during **business hours** and such **money** is contained in a locked safe cupboard or desk with the key held in **personal custody**
- (8) of completed credit or debit card sales vouchers unless a copy of each voucher is at all times kept in a secure place separate from its counterpart

Cover B – Assault extension

What is covered

If during the period of insurance an **insured person** sustains **bodily injury** in the course of their employment by **you** as a direct result of robbery or hold-up or any attempt thereat **we** will pay the appropriate benefit.

Scale of benefits

- 1 Death
£7,500
- 2 **Loss of limbs(s) or loss of eye(s)**
£7,500
- 3 **Permanent total disablement**
£7,500
- 4 **Temporary total disablement**
£75 per week
- 5 **Medical expenses**
Maximum of 15% of the benefits payable under 4 above

What is not covered

We shall not be liable for **bodily injury**

- (1) arising from wilful exposure to needless peril (except in an attempt to save human life)
- (2) sustained by any person before that person attains the age of 16 years or after the expiry of the period of insurance in which that person attained the age of 70 years

Special conditions

- 1 Benefit shall not be payable in respect of any **insured person** for any later accident after an accident giving rise to a claim other than for **temporary total disablement**.
- 2 Benefit for **permanent total disablement** may be payable following benefit for **temporary total disablement**.
- 3 Other than 2 above one benefit only shall be payable in respect of any one **insured person** in connection with the same incident.
- 4 A receipt given by **you** or by **your** legal personal representatives shall be a valid discharge of **our** liability under this section.
- 5 No compensation shall become payable until the total amount shall have been ascertained and agreed save that periodic payments on account of **temporary total disablement** may be made by **us**.

5 Legal expenses

Your schedule will show if this section applies and the cover in force

Note (not forming part of the policy):

To ensure an expert service the cover under this section has been arranged by us in conjunction with DAS Legal Expenses Insurance Company Limited (DAS).

We are responsible for paying any claims under this policy but DAS manage all claim matters and correspondence on our behalf in respect of this section.

Send your claim to:

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

Tel 0117 934 2104

Email newclaims@das.co.uk

When presenting a claim for legal expenses, the insured person must inform DAS as soon as possible and within the time limits stipulated under the individual covers and general exclusions to this section, giving full details in writing of the insured incident and provide such proofs, supporting evidence and other information as DAS may require.

Please do not ask for help from a solicitor or accountant before DAS have agreed. If you do we will not pay the costs involved.

Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Aspect enquiry/enquiries

means an examination by HM Revenue & Customs which considers one or more specific aspects of the **insured's** self-assessment and/or corporation tax return

Costs and expenses

means

(1) **Legal costs**

All reasonable and necessary costs chargeable by the **representative** on a standard basis Also the costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them or pays them with the agreement of **DAS**

(2) **Accountant's costs**

A reasonable amount in respect of all costs reasonably incurred by the **representative**

(3) **Attendance expenses**

The **insured person's** salary or wages for the time that the **insured person** is off work to attend any arbitration court or tribunal hearing at the request of the **representative** or while attending jury service

We will pay for each half or whole day that the court tribunal or the **insured person's** employer will not pay for

The amount **we** will pay is based on the following

- (a) The time the **insured person** is off work including the time it takes to travel to and from the hearing
This will be calculated to the nearest half day assuming that a whole day is eight hours
- (b) If the **insured person** works full-time the salary or wages for each whole day equals 1/250th of the **insured person's** yearly salary or wages
- (c) If the **insured person** works part-time the salary or wages will be a proportion of the **insured person's** weekly salary or wages

DAS

means DAS Legal Expenses Insurance Company Limited

Date of occurrence

means

- (1) For civil cases (other than under insured event 7 – Tax protection) when the cause of action first accrued
- (2) For criminal cases when the **insured person** commenced or is alleged to have commenced to violate the criminal law in question
- (3) For licence or registration appeals when the **insured** first became aware of the proposal by the relevant licensing or regulatory authority to suspend alter the terms of or refuse to renew or cancel the **insured's** licence or mandatory registration or British Standard Certificate of Registration
- (4) For **full enquiries** or **aspect enquiries** when HM Revenue & Customs first notifies in writing the intention to make enquiries
- (5) For Employers Compliance and Value Added Tax disputes when the relevant authority sends an assessment or written decision to the **insured**
- (6) For Charity Commission investigations the date the **insured** receives notification from the Charity Commission that they are to conduct an investigation
- (7) For **tax intervention enquiries** when HM Revenue & Customs first contacts the **insured** in relation to commencing a **tax intervention enquiry** into the **insured's** business accounts

Full enquiry/enquiries

means an extensive examination by HM Revenue & Customs which considers all aspects of the **insured's** tax affairs excluding those enquiries which are limited to one or more specific aspects of the **insured's** self-assessment and/or corporation tax return

Insured event(s)

means the circumstances in which the insurance provided by this section will operate as described in each separate cover

Insured person

means the **insured** and the directors trustees partners managers employees and any other individuals declared to **us** by the **insured**

Limit of indemnity

means the sum shown in the schedule which is the most **we** will pay for all claims resulting from one or more events arising at the same time or from the same originating cause

Period of insurance

means the period for which **we** have agreed to cover the **insured person** and for which the premium has been paid

Representative

means the lawyer or accountant or other suitably qualified person who has been appointed to act for an **insured person** in accordance with the terms of this section

Tax intervention enquiry/enquiries

means an examination by HM Revenue & Customs to measure the level of compliance in the **insured's** financial accounting records to highlight areas where errors have occurred or may occur

Territorial limit

means

For insured events 2 – Legal defence (excluding 2(4)) and insured event 6(b) – Bodily injury

The European Union the Isle of Man the Channel Islands Albania Andorra Bosnia Herzegovina Croatia Gibraltar Iceland Liechtenstein Macedonia Monaco Montenegro Norway San Marino Serbia Switzerland and Turkey

For all other insured events

The United Kingdom of Great Britain and Northern Ireland the Isle of Man and the Channel Islands

Cover

We will indemnify the **insured person** in respect of any **insured event** shown as included in the schedule arising in connection with the **business** as long as

- (a) the **date of occurrence** of the **insured event** happens during the **period of insurance** and within the **territorial limit** and
- (b) any legal proceedings will be dealt with by a court or other body which **DAS** agree to in the **territorial limit** and
- (c) in civil claims it is always more likely than not that an **insured person** will recover damages or obtain any other legal remedy which **DAS** have agreed to or make a successful defence

For all **insured events** **DAS** will help in appealing or defending an appeal as long as the **insured person** tells **DAS** within the time limits allowed that they want **DAS** to appeal

Before **we** pay any **costs and expenses** for appeals **DAS** must agree that it is always more likely than not that the appeal will be successful

If a **representative** is used **we** will pay the **costs and expenses** incurred for this

We will pay compensation awards that **DAS** have agreed to

The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is shown as the **limit of indemnity** in the policy schedule

Insured events

1 Employment disputes compensation awards & service occupancy

(a) Employment disputes

DAS will defend the **insured's** legal rights

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

Exclusions

- (i) Any employment dispute where the cause of action arises within the first 90 days of the indemnity provided by this section
- (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 the indemnity provided by this section if the **date of occurrence** was within the first 180 days of the indemnity provided by this section
- (iii) Any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the indemnity provided by this section
- (iv) Any claim in respect of damages for personal injury or loss of or damage to property

- (v) Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005

If a claim is made under insured event 1(a) exclusions (i) (ii) and (iii) above will not be enforced if the **insured** can provide written evidence of continuous and equivalent employment legal expenses insurance prior to inception of this section

(b) Compensation awards

Where **DAS** have accepted a claim under insured event 1(a) **we** will pay

- (i) any basic and compensatory award and/or
- (ii) an order for compensation following a breach of the **insured's** statutory duties under employment legislation

Provided that

- (1) In cases relating to performance and/or conduct the **insured** has throughout the employment dispute either
 - (a) followed the ACAS Code of Disciplinary and Grievance Procedures as prepared by the Advisory Conciliation and Arbitration Service or
 - (b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland or
 - (c) sought and followed advice from DAS Legal Advice Service
- (2) For an order of compensation following the **insured's** breach of statutory duty under employment legislation the **insured** has at all times sought and followed the advice given by DAS Legal Advice Service since the date when the **insured** should have known about the employment dispute

- (3) For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy the **insured** has sought and followed the advice given by DAS Claims Department prior to serving notice of redundancy
- (4) The compensation is awarded by a tribunal or through ACAS Arbitration Scheme under a judgement made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by **DAS**
- (5) The total of the compensation awards payable by **us** shall not exceed £1,000,000 in any one **period of insurance**

Exclusions

- (i) Any compensation award relating to the following
 - (a) Trade union activities trade union membership or non-membership
 - (b) Pregnancy or maternity rights
 - (c) Health & Safety related dismissals brought under Section 44 of the Employment Rights Act 1996
 - (d) Statutory rights in relation to trustees of occupational pension schemes
 - (e) Statutory rights in relation to Sunday shop and betting work
- (ii) Non-payment of money due under the relevant contract of employment or statutory provision relating thereto
- (iii) Any award ordered because the **insured** has failed to provide relevant records to employees under the National Minimum Wage laws
- (iv) Any compensation award or increase in compensation award ordered by a court or tribunal for failure to comply with a recommendation or order it has made including non-compliance with a reinstatement or re-engagement order

(c) Service occupancy

DAS will negotiate for the **insured's** legal rights against an employee or ex-employee to recover possession of premises owned by the **insured** or for which the **insured** is responsible

Exclusion

Any claim relating to defending the **insured's** legal rights other than defending a counter-claim

2 Legal defence

At the **Insured's** request

- 1 **DAS** will defend the **insured person's** legal rights
 - (a) prior to the issue of legal proceedings when dealing with the
 - Police
 - Health & Safety Executive and/or Local Authority Health & Safety Enforcement Officer
 where it is alleged that the **insured person** has or may have committed a criminal offence or
 - (b) following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction
 - or
 - (c) if civil action is taken against the **insured person** for compensation under Section 13 of the Data Protection Act 1998

We will also pay any compensation award made against the **insured person** under Section 13 of the Data Protection Act 1998
- 2 **DAS** will defend the **insured's** legal rights following civil action taken against the **insured** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**
- 3 **DAS** will defend the **insured person's** (other than the **insured**) legal rights if
 - (a) an event arising from their work as an employee leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex sexual orientation race disability age religious belief or political opinion or
 - (b) civil action is taken against them as a trustee of a pension fund set up for the benefit of the **insured's** employees
- 4 **DAS** will represent the **insured person** in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting the **insured's** business
- 5 **DAS** will represent the **insured** in appealing against the refusal of the Information Commissioner to register the **insured's** application for registration
- 6 **We** will pay the **attendance expenses** of an **insured person** for jury service

Provided that

- (i) in so far as proceedings under the Health & Safety at Work etc. Act 1974 are concerned the **territorial limit** shall be any place where the Act applies
- (ii) at the time of the **insured event** the **insured** has registered with the Information Commissioner in respect of insured event (1)(c) above

Exclusion

Any claim which leads to the **insured person** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership driving or use of a motor vehicle

3 Statutory licence protection

DAS will represent the **insured** in appealing to the relevant statutory or regulatory authority court or tribunal following a decision by a licensing or regulatory authority to suspend or alter the terms of or refuse to renew or cancel the **insured's** licence or mandatory registration or British Standard Certificate of Registration

Exclusions

- (i) An original application or application for renewal of a statutory licence or mandatory registration or British Standard Certificate of Registration
- (ii) Any licence appeal relating to the ownership driving or use of a motor vehicle

4 Contract disputes

DAS will negotiate for the **insured's** legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by or on behalf of the **insured** for the purchase hire sale or provision of goods or of services

Provided that

- (1) the amount in dispute exceeds £250
If the amount in dispute exceeds £5,000 the **insured** will be responsible for the first £500 of **legal costs** in each and every claim
- (2) if the dispute relates to money owed to the **insured** a claim under this section is made within 90 days of the money becoming due and payable
- (3) if the amount in dispute is payable in instalments the instalments due and payable at the time of making a claim exceed £250

Exclusions

- (i) Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the **date of occurrence** is

within the first 90 days of the indemnity provided by this section

- (ii) Any claim relating to the following
 - (a) The settlement payable under an insurance policy
 - (b) A lease licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease licence or tenancy agreement
 - (c) A loan mortgage pension investment borrowing or any other financial product
 - (d) A motor vehicle owned by or hired by or leased to the **insured** other than agreements relating to the sale of motor vehicles where the **insured** is engaged in the business of selling motor vehicles
- (iii) A dispute with an employee or ex-employee which arises out of or relates to a contract of employment with the **insured**
- (iv) A dispute which arises out of
 - the sale or provision of computer hardware software systems or services
 - the purchase or hire of computer hardware software systems or services tailored by a supplier to the **insured's** own specification
- (v) A dispute arising from a breach or alleged breach of professional duty by an **insured person**
- (vi) The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists

5 Debt recovery

DAS will negotiate for the **insured's** legal rights including enforcement of judgement to recover money and interest due from the sale or provision of goods or services

Provided that

- (1) the debt exceeds £250
- (2) the claim is made within 90 days of the money becoming due and payable
- (3) **DAS** has the right to select the method of enforcement or to forego enforcing judgement if they are not satisfied that there are or will be sufficient assets available to satisfy judgement

Exclusions

- (i) Any debt arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the debt is due within the first 90 days of the indemnity provided by this section
- (ii) Any claim relating to the following
 - (a) The settlement payable under an insurance policy
 - (b) A lease licence or tenancy of land or buildings
 - (c) A loan mortgage pension investment borrowing or any other financial product
 - (d) A motor vehicle owned by or hired by or leased to the **insured** other than agreements relating to the sale of motor vehicles where the **insured** is engaged in the business of selling motor vehicles
- (iii) A dispute which arises out of the purchase hire sale or provision of computer hardware software systems or services
- (iv) The recovery of money and interest due from another party where the other party intimates that a defence exists

6 Property protection and bodily injury

(a) Property protection

DAS will negotiate for the **insured's** legal rights in any civil action relating to material property which is owned by or the responsibility of the **insured** following

- (a) any event which causes physical damage to such material property
- or
- (b) any nuisance or trespass

Exclusions

Any claim relating to the following

- (i) A contract entered into by the **insured**
- (ii) Goods in transit or goods lent or hired out
- (iii) Goods at premises other than those occupied by the **insured** unless the goods are at such premises for the purpose of installations or use in work to be carried out by the **insured**
- (iv) Mining subsidence
- (v) Defending the **insured's** legal rights other than in defending a counter-claim
- (vi) A motor vehicle owned by or used by or hired by or leased to an **insured person** other than damage to motor vehicles where the **insured** is engaged in the business of selling motor vehicles

(b) Bodily injury

At the **insured's** request **DAS** will negotiate for an **insured person's** and their family members' legal rights following an event which causes the death of or bodily injury to them

Exclusions

Any claim relating to the following

- (i) Any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident
- (ii) Defending an **insured person's** and their family members' legal rights other than in defending a counter-claim
- (iii) A motor vehicle owned by or hired by or leased to or used by an **insured person** or their family members

7 Tax protection

(a) Full or aspect or Charity Commission enquiries

DAS will negotiate on behalf of the **insured** and at the request of the **insured** the directors trustees and partners of the **insured** in respect of a **full enquiry** and/or **aspect enquiry** and represent them in any subsequent appeal proceedings and/or an investigation carried out by the Charity Commission into the **insured's** business accounts

(b) Tax intervention enquiries

DAS will negotiate on behalf of the **insured** and represent them in any dealings with HM Revenue & Customs in respect of a **tax intervention enquiry**

(c) Employers' compliance

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

(d) VAT disputes

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

Provided that

- (1) For all **insured events** the **insured** has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed
- (2) **We** will not pay more than £2,000 for **aspect enquiries** or **tax intervention enquiries**

Exclusions

- (i) In respect of **aspect enquiries** and **tax intervention enquiries** the first £200 of **costs and expenses** in each and every claim
- (ii) Any **insured event** arising from a tax avoidance scheme
- (iii) Any **insured event** caused by the failure of the **insured** to register for Value Added Tax
- (iv) Any **insured event** arising from any investigations or enquiries undertaken by HM Revenue & Customs Special Investigation Section or Special Civil Investigations or the Revenue and Customs Prosecution Office
- (v) Any **insured event** arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences

8 Holiday let

DAS will negotiate on behalf of the **insured** for the following.

- (1) Legal rights after an event which causes physical damage to the **insured's premises**. The amount in dispute must be more than £1,000.
- (2) Legal rights to evict anyone in the **insured's premises** who does not have permission to be there but not including claims arising from or relating to a lease of land or buildings of more than 56 days.
An excess of £250 applies to this section this is payable as soon as **DAS** accept the claim.
- (3) To defend legal rights if an event arising from letting the **insured's premises** leads to the **insured** being prosecuted in a criminal court.

Exclusions

- (1) Any claim reported to **DAS** more than 90 days after the date the **insured** should have known about the insured incident.

- (2) Any disagreement with the **insured's** tenant when the **date of occurrence** is within the first 90 days of the first period of insurance and the tenancy agreement started before the start of the policy.
- (3) Any claim to do with someone legally taking the **insured's premises** from the **insured** whether the **insured** is offered money or not or restrictions or controls placed on the **insured's premises** by any government or public or local authority unless the claim is for accidental physical damage caused by any of the above.
- (4) Any claim relating to any work done by any government or public or local authority unless the claim is for accidental physical damage to the **insured's premises** caused by any of the above.
- 6 Any **insured event** deliberately or intentionally caused by an **insured person**
- 7 A dispute with **us** or **DAS** not otherwise dealt with under Condition 7 of this section
- 8 Any claim relating to a shareholding or partnership share in the **insured** unless such shareholding was acquired under a scheme open to all employees of the **insured** or a substantial number of them of a certain minimum grade other than the directors trustees or partners of the **insured**
- 9 Judicial review
- 10 Any claim where the **insured person** brings legal action resulting from one or more events arising at the same time or from the same originating cause which could result in the court making a Group Litigation Order

Exclusions

- 1 Any claim reported to **DAS** more than 180 days after the date the **insured person** should have known about the **insured event**
- 2 **Costs and expenses** incurred before the written acceptance of a claim by **DAS**
- 3 Fines penalties compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under insured event 1(b) – Compensation awards and insured event 2 – Legal defence
- 4 Any claim relating to patents copyrights trademarks merchandise marks registered designs intellectual property secrecy and confidentiality agreements
- 5 Any claim relating to rights under a franchise or agency agreement entered into by the **insured**
- 11 Any legal action an **insured person** takes which **DAS** or the **representative** have not agreed to or where the **insured person** does anything that hinders **DAS** or the **representative**
- 12 When either at the commencement of or during the course of a claim notified under this section the **insured** is bankrupt or has filed a bankruptcy petition or winding-up petition or has made an arrangement with its creditors or has entered into a deed of arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator

Conditions

1. An **insured person** must
 - (a) keep to the terms and conditions of the policy
 - (b) notify **us** immediately of any alteration which may materially affect **our** assessment of the risk
 - (c) take reasonable steps to keep any amount **we** have to pay as low as possible
 - (d) try to prevent anything happening that may cause a claim
 - (e) send everything **DAS** ask for in writing
 - (f) give **DAS** full and truthful details of any claim as soon as possible and give **DAS** any information they need
2. (a) **DAS** can take over and conduct in the name of an **insured person** any claim or legal proceedings at any time
DAS can negotiate any claim on behalf of an **insured person**
- (b) **DAS** will choose the **representative** to represent an **insured person** in any proceedings where **we** may be liable to pay a compensation award
 In all other cases an **insured person** is free to choose a **representative** (by sending **DAS** the suitably qualified person's name and address) if
 - (i) **DAS** agrees to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings or
 - (ii) there is a conflict of interest
- (c) Before an **insured person** chooses a lawyer or an accountant **DAS** can appoint a **representative**
 - (d) A **representative** will be appointed by **DAS** and represent an **insured person** according to **DAS's** standard terms of appointment which may include a 'no win no fee' agreement
 The **representative** must co-operate fully with **DAS** at all times
 - (e) **DAS** will have direct contact with the **representative**
 - (f) An **insured person** must co-operate fully with **DAS** and the **representative** and must keep **DAS** up-to-date with the progress of the claim
 - (g) An **insured person** must give the **representative** any instructions that **DAS** require
3. (a) An **insured person** must tell **DAS** if anyone offers to settle a claim and must not agree to any settlement without **DAS's** written consent
- (b) If an **insured person** does not accept a reasonable offer to settle a claim **we** may refuse to pay any further **costs and expenses**
- (c) **We** may decide to pay the **insured person** a reasonable sum of money subject to the maximum sum recoverable at law in settlement of damages that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal proceedings
4. (a) If **DAS** ask an **insured person** must tell the **representative** to have **costs and expenses** taxed assessed or audited
- (b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay us any **costs and expenses** that are recovered

5. If a **representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses a **representative** without good reason the cover **we** provide will end at once unless **DAS** agree to appoint another **representative**
6. If an **insured person** settles a claim or withdraws their claim without the agreement of **DAS** or does not give suitable instructions to a **representative** the cover **we** provide will end at once and **we** will be entitled to re-claim any **costs and expenses** paid by **us**
7. If there is a disagreement about the way **DAS** handle a claim that is not resolved through **our** complaints procedure **DAS** and the **insured person** can choose a suitably qualified person to arbitrate
DAS and the **insured person** must both agree to the choice of this person in writing
Failing this **DAS** will ask the president of a national association relevant to the arbitration to choose a suitably qualified person
All costs of resolving the matter must be paid by the party whose argument is rejected
If a decision is not clearly made against either party the arbitrator will decide how the costs are shared
8. **DAS** may at their discretion require the **insured** to obtain an opinion from counsel at the **insured's** expense as to the merits of a claim or proceedings
If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings the cost of obtaining the opinion will be paid for by **us**
9. All Acts of Parliament within the section wording shall include equivalent legislation in Scotland Northern Ireland the Isle of Man or the Channel Islands as the case may be and any subsequent amendment or replacement legislation
10. This section will be governed by English law

General endorsements

Your schedule will indicate if any of the following apply

E1 Annexes

It is a condition precedent to liability that any communicating door(s) between the annexe and the main home are kept locked at all times. The door(s) must be fitted with one of options (a) or (b) below.

Option (a) a five-lever mortise deadlock conforming to BS3621.

Option (b) a rim deadlock conforming to BS3621.

E2 Swimming pools

In connection with swimming pools owned or operated or managed by the **insured**

- (1) it is a condition precedent to liability under this policy that
 - (a) the water will be filtered or changed weekly
 - (b) additives specifically designed for the purposes of prevention of the spread of disease shall be mixed in to the water of the swimming pool in quantities as recommended by the manufacturer of such additives
 - (c) the edges of the pool will be kept free from unnecessary obstructions and covered with a non-slip surface.
 - (d) notices showing rules of conduct and water depths shall be prominently displayed.
- (2) this policy does not apply to liability in respect of
 - (a) advice or instruction given by or on behalf of the **insured** where owing to the inexperience or lack of physical capabilities of the person(s) so advised or instructed they could not be expected to carry out such advice or instructions without incurring injury to themselves

- (b) claims arising from the use of diving boards in excess of two metres above the height of the edge of the pool unless such diving boards are in areas designated for diving only.

E3 Roof gardens

The property

It is important that the roof is designed to support the maximum load bearing weight for that structure and that it is appropriately surfaced.

Liability

If the roof is greater than one metre from the ground there should be a secure fence or railing around the edge. Ideally the roof should be surfaced with a non-slip surface and it must be on a robust enough construction that people or furniture will not fall through in to the building below. Access to the roof garden should be by a permanently fixed ladder or stairs at as shallow an angle as possible to aid ascent and descent. A handrail should be fitted if possible.

E4 Hot tubs

Signs should be displayed stating that

- (1) no drinking glasses to be used in or in the immediate vicinity of the hot tub
- (2) no alcohol to be consumed whilst using the hot tub
- (3) children must be supervised at all times

The hot tub should be covered when not in use.

E5 Flat roof

In respect of damage to any flat roof(s) at the premises caused by storm it is a condition precedent to liability under Sections 1 Property damage and 2 Loss of rental income of this policy that the flat roof(s) have been inspected by a roofing contractor with full membership of the National Federation of Roofing Contractors or the Confederation of Roofing Contractors or by another person or company agreed by **us** in writing.

Inspections must take place at least once every 12 months. If not inspected within the last 12 months **you** must arrange for the flat roof(s) to be inspected within the first three months of the current period of insurance.

Any recommendations made in inspection reports must be complied with.

Evidence of inspections and/or repairs may be required by **us** in the event of **damage**.

E6 Other interest

The party whose name appears alongside this endorsement number in the schedule has an interest under the Buildings section.

E7 Minimum security

The insurance provided by this policy excludes loss or **damage** at the property caused by theft attempted theft malicious persons or vandals unless

1. The **final exit door** is secured by a five-lever mortise deadlock conforming to BS3621
2. **All other external doors** are secured by five-lever mortise deadlocks conforming to BS3621 or key-operated security bolts operating horizontally fitted internally top and bottom.

3. On all patio doors or French windows

- (a) Hinge types are secured by key-operated security bolts operating vertically fitted internally top and bottom.
- (b) Sliding types are secured by key-operated bolts vertically fitted internally top and/or bottom.

4. All ground floor opening windows

and any other openings to the home measuring more than 9" x 9" (22.5cm x 22.5cm) are secured by key-operated locks.

5. All ground floor opening windows (including skylights)

are secured by key-operated window locks if accessible from adjoining roofs downpipes balconies or external stairs.

6. All panes of glass in louvre windows

are securely fixed in their channels.

And all locking devices are brought into operation and keys removed from the locks whenever the premises are not in the custody of the paying guest.

E8 Act of Terrorism

Damage to or the destruction of the **buildings** caused by an Act of Terrorism.

Acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of HM Government in the United Kingdom or any other Government de jure or de facto and certified in writing as an Act of Terrorism by HM Treasury

Cover is limited to property situated in Great Britain

For the purpose of this insurable event Great Britain means England Wales and Scotland but not the territorial seas

adjacent thereto as defined by the Territorial Sea Act 1987

If **we** allege that any **damage** is not covered by this insurable event the burden of proving that such **damage** is covered shall be upon **you**

The insurance provided by this insurable event is not subject to any of the exclusions applying to the whole policy except the general War risks exclusion and the general Electronic risks exclusion and is not subject to any exclusion of loss or **damage** caused by pollution or contamination.

Excluding

- (a) **damage** in respect of any property not being a block of flats or private residence which is insured in the name of a private individual and is occupied by that individual for residential purposes
- (b) **damage** caused by riot and civil commotion.

Explanatory Note (not forming part of the policy)

This insurable event covers **your** property (and if insured subsequent business interruption) against only those terrorist acts which are certified by HM Treasury as an 'Act of Terrorism' i.e. acts committed by or on behalf of organisations attempting to overthrow or influence the government by force or violence.

It does not provide cover for all **terrorism** as defined in the terrorism exclusion applying to the whole policy.

E9 Leisure site

Liability is limited to the holiday home property and its immediate boundaries.

E10 Limited liability

Liability is limited to the holiday home property and its immediate boundaries.

General information

Complaints procedure

If you have any reason to complain about the advice or service you've received, please contact us as soon as possible.

You can complain in writing or verbally at any time to:

Ecclesiastical Insurance Office plc
Beaufort House
Brunswick Road
Gloucester
GL1 1JZ

Tel: 0845 777 3322

Fax: 0845 604 4486

Email: complaints@ecclesiastical.com

If you are not satisfied with the response please contact the Group Compliance Officer using the contact details above.

Our promise to you

We will aim to resolve your complaint within one business day

If this is not possible:

- We will promptly acknowledge all complaints.
- All complaints will be investigated diligently and impartially within Ecclesiastical.
- We will respond formally to your complaint as soon as possible.
- We will keep you informed of the progress of the investigation.
- If you're not satisfied with our response, or we have not completed our investigation after eight weeks, we'll inform you of your right to take the complaint to:

Financial Ombudsman Service
South Quay Plaza,
183 Marsh Wall
London E14 9SR

Tel: 0800 0 234 567;

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

This complaints procedure does not affect your right to take legal proceedings.

The Financial Services Compensation Scheme (FSCS)

This scheme was set up under the terms of the Financial Services and Markets Act 2000.

Its aim is to protect private and small business/charity customers should an insurer go out of business and be unable to meet its liabilities or pay claims. You may be entitled to compensation depending upon your income and the number of people you employ.

For further information on the scheme you can visit the website at:

www.fscs.org.uk

or write to:

Financial Services Compensation Scheme
7th Floor, Lloyds Chambers
1 Portsoken Street
London
E1 8BN.

Tel: 020 7892 7300 or 0800 678 1100

Email: enquiries@fscs.org.uk

This contract is underwritten by:
Ecclesiastical Insurance Office plc.

Our FSA register number is 113848.
Our permitted business is general insurance.

**You can check this on the
FSA's register by visiting the
FSA's website**

www.fsa.gov.uk/pages/register

**or by contacting the FSA on
0845 606 1234**



Beaufort House, Brunswick Road,
Gloucester GL1 1JZ

Ecclesiastical Insurance Office plc (EIO) Reg. No. 24869. This company is registered in England at Beaufort House, Brunswick Road, Gloucester, GL1 1JZ, UK. EIO is authorised and regulated by the Financial Services Authority and is a member of the Financial Ombudsman Service and Association of British Insurers.