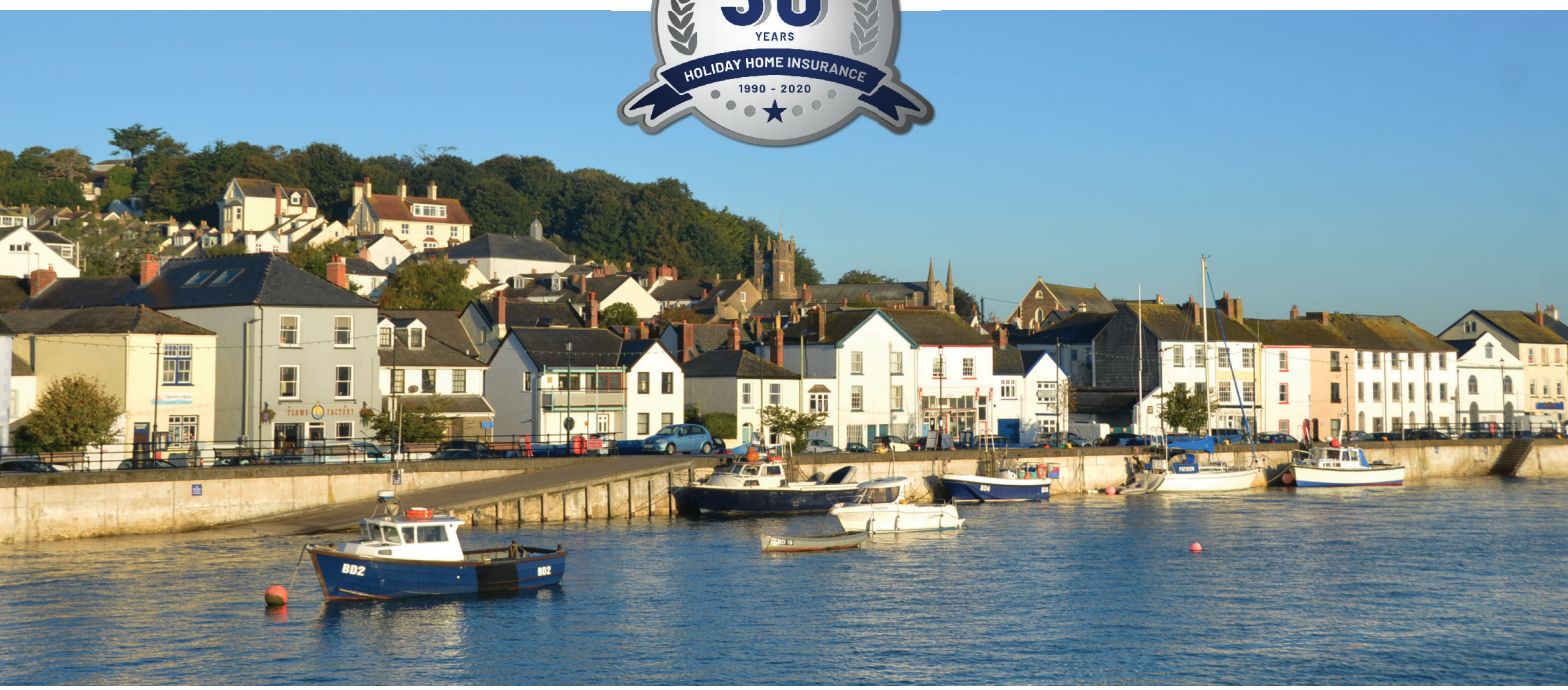
BOSHERS

Holiday Home Insurance

CELEBRATING 30 YEARS HOLIDAY HOME INSURANCE 1990 - 2020



POLICY DOCUMENT

underwritten by

Ecclesiastical

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 use your data

Your privacy is important to us. We will process your personal data in accordance with data protection laws.

Ecclesiastical Insurance Office plc ("**we**", "**us**", "**our**") is the data controller in respect of any personal data which you provide to us or which we hold about you and any personal data which is processed in connection with the services we provide to you.

Where you provide us with personal data about a person other than yourself (such as a dependant or named person under a policy), you must inform them that you are providing their personal data to us and refer them to this notice.

To provide our insurance related services, we will collect and process your personal data such as your name, contact details, financial information and any information which is relevant to the insurance policy we are providing. In order to provide your insurance policy or when making a claim, we may also need to collect or process 'special categories of personal data' such as information relating to your health or criminal convictions or information which is likely to reveal your religious beliefs.

We process your personal data for the purposes of offering and carrying out insurance related services to you or to an organisation or other persons which you represent. Your personal data is also used for business purposes such as fraud prevention, business management, systems development and carrying out statistical and strategic analysis.

Providing our services will involve sharing your personal data with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, our service providers and professional advisors, or business partners and our regulators.

In some circumstances we may transfer your personal data to countries outside of the European Economic Area. We will put appropriate safeguards in place to ensure that your personal data is protected.

Where we have your consent, we may market our services to you or provide your personal data to our related companies or business partners for marketing purposes. You can opt out of marketing communications at any time by clicking on the link at the bottom of any email or by contacting us.

Fraud Prevention

We need to carry out fraud and anti-money laundering checks, and this will involve sharing your personal data (such as your name, contact details and financial information) with credit reference and fraud prevention organisations such as the Claims and Underwriting Exchange, run by MIB. If you make a claim, we will share your personal data (to the extent necessary) with other companies including other insurers and anti-fraud organisations to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, we may appoint loss adjusters or external investigation services to act on our behalf.

If false or inaccurate information is provided and fraud is identified, your personal data will be passed to fraud prevention agencies including the Insurance Fraud Register, run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, we may need to process your special categories of data such as criminal offence information and share it with fraud prevention agencies.

Further Information

For further information on how your personal data is used and your rights in relation to your personal data please refer to our Privacy Policy at www.ecclesiastical.com/privacypolicy or contact our Data Protection Officer at Beaufort House, Brunswick Road Gloucester GL1 1JZ or on **0345 6073274** or email compliance@ecclesiastical.com.

Claims enquiries

For claims other than legal expenses claims call:

0345 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 can be reported by phoning Boshers on:

01237 427992

For legal expenses claims call:

DAS Legal Expenses Insurance Company Limited

0345 268 9124

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.

Helpline services

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

0345 600 0148

If you suffer glass breakage you can call upon the services of our selected specialist provider who will effect a rapid repair.

If you are covered for glass breakage under this policy they 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 Law Limited and/or a preferred law firm on behalf of DAS Legal Expenses Insurance Company Limited (DAS).

You can contact DAS' UK-based call centre 24 hours a day, seven days a week. However, they may need to arrange to call you back depending on the enquiry. To help them check and improve their service standards, DAS may record all inbound and outbound calls, except those to the counselling service. When phoning, please quote reference number TS5/6773743

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

Business assistance

0345 268 9124

In the event of an unforeseen emergency affecting your 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

0345 268 9124

DAS can provide legal advice on any commercial legal problem affecting the business, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway. Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible DAS will arrange a call back at a time to suit you.

DAS' legal advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, DAS will refer you to one of their specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

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

Tax advice (commercial)

0345 268 9124

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

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

Counselling

0345 266 9667

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 phone, if they are aged 18 or over (or aged between 16 and 18 and in full-time employment), including where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by DAS.

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

Information services

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

Employment manual

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit **www.dasinsurance.co.uk/employment-manual**.

All the sections of this web-based document can be printed off for your own use. Contact DAS at **employmentmanual@das.co.uk** with your email address, quoting your Ecclesiastical policy number prefixed with 'EIG', and they will contact you by email to inform you of future updates to the information.

DAS businesslaw

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

The service also provides useful tools, articles and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help you keep your business one step ahead. To access DAS businesslaw, you will need to register 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**

If you experience any problems accessing the service, please email details of your problem to **businesslaw@das.co.uk** with your policy number in the subject box.

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*** including landlord's fixtures and fittings 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.

This does not include:
(i) bridges, land piers, jetties and excavations;
(ii) natural or artificial:
(a) water courses;
(b) confines of any body of standing water;
including but not limited to:
(1) dams, reservoirs, culverts, canals, moats, rivers and lakes;
(2) any man-made elements attaching to or forming part of such structures;
(iii) property or structures in the course of construction or erection and all materials or supplies in connection with such property or structure, except as specifically provided for by the Contract works extension;
unless more specifically mentioned in this policy or its schedule.

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.

Condition precedent to liability
means a condition of this policy where non-compliance (provided that such non-compliance is material to the loss) shall mean the claim will not be paid and any payment on account of the claim already made by ***us*** shall be repaid to ***us***.

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.

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.

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.

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

We/our/us
means Ecclesiastical Insurance Office plc.

Insuring clause

This policy document and the schedule including all clauses applied to the policy shall together form the policy and be considered as one document.

In consideration of payment of the premium ***we*** will provide insurance against loss, destruction, damage, injury or liability (as described in and subject to the terms, conditions, limits and exclusions of this policy or any section of this policy) occurring or arising in connection with ***your business*** during the period of insurance or any subsequent period for which ***we*** agree to accept a renewal premium.

General exclusions

1 Excess

any ***excess***

2 Other insurances

property more specifically insured under another policy

3 Radioactive contamination

Loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

(a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

(b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;

(c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;

(d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.
Part (d) does not extend to radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are on the property insured and are being prepared stored or used in the normal course of operations by ***you*** for the commercial, agricultural, medical, scientific or other similar peaceful purposes for which they were intended;

(e) any chemical, biological, bio-chemical or electromagnetic weapon.

However this exclusion does not apply to losses arising from naturally occurring radioactive gases released from the earth such as Radon.

This exclusion does not apply to Cover 1 of the Liabilties section except in respect of liability of any principal and liability assumed by agreement.

4 War risks

Loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

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 ***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.

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 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

8 Terrorism

Definitions specific to this exclusion

Act of terrorism

In respect of

(a) England Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987)
means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

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

Any loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any ***act of terrorism*** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This insurance also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any ***act of terrorism***.

If ***we*** allege that by reason of this exclusion any loss, damage, cost or expense is not covered by this policy the burden of proving the contrary shall be upon ***you***.

This exclusion does not apply to the following sections: Liabilities and Terrorism.

General conditions

1 Policy voidable

You must ensure that a fair presentation of the risks to be insured is made to ***us***.

In the event of misrepresentation, misdescription or non-disclosure of any material fact or circumstance, ***we*** may void the policy and retain any premium paid where such misrepresentation, misdescription or non-disclosure is deliberate or reckless.

Where such misrepresentation, misdescription or non-disclosure is not deliberate or reckless ***we*** may at ***our*** option:

(a) void the policy and refund to ***you*** any premium paid if ***we*** would have not entered into this policy on any terms had clear representation, description and disclosure been made;

(b) proportionately reduce the amount to be paid on any claim if ***we*** would have entered into this policy on the same terms but for a higher premium. The reduction in claim payment will represent the percentage difference between the premium ***you*** have paid and the premium ***we*** would have charged ***you*** had clear representation, description and disclosure been made;

(c) impose additional terms on this policy if ***we*** would have entered into this policy on such additional terms but at the same premium had clear representation, description and disclosure been made. ***We*** may apply these additional terms to ***your*** policy with effect from inception.

2 *Your* duty of care

It is a ***condition precedent to liability*** that

(a) ***you*** take all reasonable steps to protect and maintain the property prevent ***damage*** or injury and comply with laws by-laws or regulations;

(b) in respect of ***damage*** by Burst pipes or Water or oil ***you*** must ensure that the water tank and all exposed pipework in the loft is lagged.

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*** will be unavailable for letting due to refurbishment for a period exceeding 90 days

(f) the ***premises*** cease to be let to the general public or there is any other material change in use of the ***premises***

you must give notice to ***us*** as soon as is reasonably possible.

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 those in the Alteration of risk condition ***we*** may cancel the policy or any section of it by sending seven days' notice by special 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 constant 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 a claim made by ***you*** or anyone acting on ***your*** behalf, or any other person claiming to obtain benefit under this policy, is fraudulent or exaggerated, whether ultimately material or not, or if any ***damage*** is caused by ***your*** wilful act or with ***your*** connivance ***we*** may at ***our*** option:

(a) repudiate the claim;

(b) recover any payments already made by ***us*** in respect of the claim;

(c) cancel the policy from the date of the fraudulent act and retain the premium due for the unexpired period of insurance from the date of cancellation up to the renewal date.
If ***we*** cancel the policy ***we*** will notify ***you*** in writing by special delivery to ***your*** last known address.

7 Multiple insurances

(a) All sections except those detailed separately below

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.

9 Sanctions

We shall not provide any cover under this policy or be liable to pay any claim or provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose ***us*** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

If any such sanction, prohibition or restriction takes effect during the period of insurance ***you*** or ***we*** may cancel that part of this policy which is affected with immediate effect by giving such notice in writing.

In such circumstances, ***we*** shall return a proportionate premium for the unexpired period of cover provided no claims have been paid or are outstanding.

10 Assignment

You shall not assign any of the rights or benefits under this policy or any section of this policy without ***our*** prior written consent. ***We*** will not be bound to accept or be affected by any notice of trust, charge, lien of purported assignment or other dealing with or relating to this policy or any section of this policy.

11 Law applicable

This policy shall be governed by and construed in accordance with the law of England and Wales unless the ***Insured's*** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

12 Rights of third parties

A person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 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.

Claims conditions

Your duties

When an incident occurs that may result in a claim it is a ***condition precedent to liability*** that ***you*** shall

(a) take all practicable steps to recover property lost and otherwise minimise the claim
(b) tell the police as soon as is reasonably possible 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*** as soon as ***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

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 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 or arising under the Legionellosis liability extension) ***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

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.

Insured event(s)
means any insurable event (from 1 Fire lightning explosion or earthquake to 15 Sprinkler Leakage) set out as included in the schedule to this policy.

What is covered

Damage to the ***insured property*** caused by any ***insured event***.

What is not covered

Exclusions (i) to (vi) 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 Accidental damage.
(b) any of the ***insured events*** other than 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

(vi) Definitions specific to this exclusion

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

What is covered

What is not covered

Failure of a system
means the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a ***system***, whether or not owned by ***you***, to operate at any time as desired, as specified or as required in the circumstances of ***your*** business activities.

Microchip(s)
means a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly includes integrated circuits and microcontroller.

System(s)
shall include computers, other computing and electronic equipment linked to a computer, hardware, electronic data, processing equipment, ***microchips*** and anything which relies on a ***microchip*** for any part of its operation and includes for the avoidance of doubt any computer installation.

Virus
means programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a ***system*** transmitted between ***systems*** by transfer between computer systems via networks, extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMS or otherwise and whether involving self-replication or not.

damage to

(a) ***data*** which shall include but shall not be limited to:
  (i) ***damage*** to or corruption of ***data*** whether in whole or in part;
  (ii) unauthorised appropriation of use of access to or modification of ***data***;
  (iii) unauthorised transmission of ***data*** to any third parties;
  (iv) ***damage*** arising out of any misinterpretation use or misuse of ***data***;

What is covered	What is not covered
	(v) ***damage*** arising out of any operator error in respect of ***data***. (b) any items insured arising directly or indirectly from: (i) the transmission or impact of any ***virus***; (ii) unauthorised access to a ***system***; (iii) interruption of or interference with electronic means of communication used in the conduct of ***your business*** including but not limited to any diminution in the performance of any website or electronic means of communication; (iv) ***failure of a system***; (v) anything described in (a) above; but in respect of (b) (i) (b) (ii) (b) (iii) and (b) (iv) this shall not exclude subsequent ***damage*** or loss resulting from subsequent ***damage*** which itself results from a cause not otherwise excluded provided that such ***damage*** does not arise by reason of any malicious act or omission.

Insurable event

What is covered	What is not covered
1. Fire lightning explosion or earthquake	
2. Storm or flood	(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	What is not covered
3. Subsidence or heave of the site on which the *buildings* stand or landslip	(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.
4. Riot Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances.	(i) ***Damage*** in Northern Ireland. (ii) ***Damage*** resulting from cessation of work. (iii) ***Damage*** occasioned by confiscation or destruction or requisition by order of the government or any public authority.
5. Vandalism or malicious acts Malicious persons not acting on behalf of or in connection with any political organisation.	(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. (vi) ***Damage*** occasioned by confiscation or destruction or requisition by order of the government or any public authority.
6. Any aircraft flying object (or items dropped from them) vehicle train or animal colliding with the *buildings*	

What is covered	What is not 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	***Damage*** caused by the ***insured*** any member of the ***insured's*** family any director of the ***insured*** or any person ***you*** employ.
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	***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).
12. Accidental damage	(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	What is not 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.	(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.
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.	

This section also covers the following Extensions

Unless specifically stated otherwise the following extensions do not increase the sums insured stated in the schedule.

What is covered	What is not covered
Extensions 16 to 21 only apply if ***buildings*** are insured	
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 covered	What is not covered
17. Damage by emergency services ***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.	***Damage*** caused by police raids.
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 cover provided by this extension increases the sums insured that apply but only to the extent stated. 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 ***insured 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 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.

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.

21. Contract works

Explanatory notes (not forming part of the policy)

1. *If you have decided not to include the Terrorism section under this policy then the full insurance requirements of the building contract may not be met. We may be able to extend your insurance to include Terrorism or you can ask your architect to reduce the requirements of the building contract with the agreement of all parties.*

2. *Please remember that if your policy is not renewed with us there will be no cover for the building works if they should continue beyond the period of cover.*

The cover provided by this extension increases the sums insured that apply but only to the extent stated

We will include any ***contract works*** in respect of repairs, alterations and extensions to existing building structures for ***specified perils*** or ***all risks*** as required by the ***insured contract***.

Provided that
(a) the ***buildings*** are insured under this section against all of the ***specified perils***
(b) ***our*** liability inclusive of all professional fees and VAT where applicable shall not exceed £25,000 in respect of the ***contract works***.

(i) ***Damage*** to

(a) Deeds, bonds, bills of exchange, promissory notes, cash bank notes, cheques, securities for money or stamps.

(b) any craft designed to travel in on or through water, air or space.

(c) any mechanical plant and equipment.

(d) any property (including that being altered or repaired) which already existed at the time of the commencement of the ***insured contract*** other than ***site materials***.

(e) the permanent works, or any part thereof, in respect of which a certificate of completion has been issued by or to the ***Insured***, or which has been completed and handed over to or taken into use with the permission of the ***Insured***, for a purpose other than for the performance of the ***insured contract.***

(ii) penalties under the ***insured contract*** for delay or non-completion or consequential loss of any nature except as specifically provided for under this extension.

What is covered

For the purposes of this extension the insurance is considered to be in the joint names of ***you*** and the ***contractor***, but only in so far as this is required under the terms of the ***insured contract*** for

(a) the existing structures and any ***contents*** for which ***you*** are responsible

(b) the ***contract works***.

Off-site storage

Cover extends to include materials or goods designated to be included in the ***contract works*** whilst temporarily held in store away from the contract site but not while they are being worked upon.

Limit - £7,500 any one storage site.

Definitions specific to this extension

All risks

means all of the insurable events under this section of the policy inclusive of accidental damage.

Contractor(s)

shall have the meaning attached to them in the ***insured contract***.

Contract works

means the permanent works and the temporary works executed in performance of the ***insured contract***, including all unfixed materials and goods delivered to, placed on or adjacent to the permanent or temporary works and intended for incorporation in them, in performance of the contract at the ***premises***.

Excluding tools, contractors' plant and equipment, site huts and other temporary accommodation and their contents.

Insured contract

any building contract in which ***you*** are required to take out a joint names policy.

Provided that

(i) the value of the contract does not exceed £25,000

(ii) where one project at the ***premises*** comprises a series of separate contracts a limit of £25,000 applies in the aggregate to all the contracts involved.

What is not covered

What is covered	What is not covered
Site materials means all unfixed materials and goods delivered to, placed on or adjacent to the ***contract works*** and intended for incorporation within the ***contract works***. ***Specified perils*** means fire, lightning, explosion, storm, tempest, flood, escape of water from any water tanks, apparatus or pipes, aircraft and other aerial devices or articles dropped from them, riot civil commotion and earthquake.	
Extensions 22 to 30 only apply if ***contents*** are insured	
22. 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.	
23. Hired-in property ***Damage*** by an ***insured 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.	
24. 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).	Bankers' cards credit and debit cards and pedal cycles. ***Damage*** if there is any other insurance in force.

What is covered	What is not covered
25. 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).	Guests bankers' cards credit and debit cards pedal cycles and belongings otherwise insured.
26. Property in the open ***Damage*** to the following property by the ***insured 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.	
27. 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 covered

28. 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 ***insured 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 ***insured 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.

29. 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 ***insured event***.

30. 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 ***insured event*** and
(b) the ***buildings*** are damaged by the same ***insured 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 the Personal belongings and Guests' Personal belongings extensions).

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 destruction or damage caused by any of the ***insured events***.

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*** suffers ***damage*** during the period of insurance 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	What is not 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***.	

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.

Unless specifically stated otherwise these extensions do not increase ***our*** liability as stated in the schedule.

What is covered	What is not 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***.	Any restriction of use of less than 4 hours.
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. *continued*	Loss arising from misfiling erasure distortion deliberate falsification of business records abnormal condition of trade or from bad debts.

What is covered	What is not covered
Special condition applicable to this extension It is a ***condition precedent to 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	Excluding any failure of less than 30 minutes.
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	Excluding any failure of less than 30 minutes.
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***	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.

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

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 insured by this policy
(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 an ***act of 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 right 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
  (i) the use of vehicles designed to help disabled people or golf carts trolleys and buggies

What is covered

What is not covered

(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.

(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.

What is covered

What is not covered

(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.

(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.

What is covered

What is not covered

(15) any loss, damage, cost or expense
- (a) directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any ***act of terrorism*** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- (b) of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any ***act of terrorism***.

If ***we*** allege that by reason of this exclusion any loss, damage, cost or expense is not covered by this policy the burden of proving the contrary shall be upon ***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

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***.

3 Data Protection

Definition specific to this extension

Data protection legislation
means the Data Protection Act 2018 or any subsequent legislation that specifically replaces this act.

We will indemnify ***you*** against ***your***
(a) legal liability to pay damages and ***legal costs*** for material and non-material damage
(b) defence costs and prosecution costs awarded against ***you***
resulting from any breach or alleged breach of ***data protection legislation*** happening during the period of insurance arising out of the conduct of ***your business***.

In the event that any policy of insurance in force immediately prior to this extension expressly provided cover for ***data protection legislation*** on the basis of an indemnity for claims made during the period of insurance and in the event that a claim is first made against ***you*** in the period of insurance in respect of ***data protection legislation*** then the indemnity provided by this extension is extended to indemnify ***you*** provided that ***we*** shall not be liable for
(1) claims not insured by this extension
(2) any claim or notice notified later than twenty-eight days after receipt of such claim or notice.

The total amount ***we*** will pay in respect of
(a) shall not exceed the limit of indemnity shown on the schedule
(b) shall not exceed £100,000 any one claim and in the aggregate any one period of insurance.

We will not provide an indemnity in respect of
(a) the payment of fines penalties punitive or exemplary damages.
(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 by ***you***.
(d) liability arising out of circumstances which may give rise to a claim or prosecution which have been notified to or ought to 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.

What is covered

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.

5 Legionellosis liability

The insurance provided by this extension is on a claims made basis inclusive of costs and expenses and subject to:

(i) cover being operative solely in respect of the ***premises***
(ii) the Retroactive Date being the date of inception of this extension.

We will indemnify ***you*** against ***your*** legal liability to pay damages and ***legal costs*** in respect of accidental ***bodily injury*** caused by Legionellosis arising out of the ***business***.

Provided that this indemnity only applies to:
(i) any claim which is first made in writing to ***you*** during the period of insurance
(ii) any incident which has caused or alleged to have caused ***bodily injury*** or can be reasonably expected to give rise to a claim

and which is notified to ***us*** within the period of insurance or within 30 days of its expiry.

The most ***we*** will pay in respect of any one claim and in the aggregate for all claims inclusive of ***legal costs*** in any one period of insurance is £1,000,000.

All claims arising out of the same isolated repeated or continuing incidence of Legionellosis shall be deemed to be made in the period of insurance when:
(a) the first claim was first made in writing to ***you*** and notified to ***us***.
(b) the first notification of the incident was first made to ***us***.

What is not covered

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

The indemnity will not apply to legal liability:
(i) arising out of or in connection with any product supplied by ***you*** or contract work executed by ***you***.
(ii) arising from or in connection with any advice design or specification provided by ***you***.
(iii) in respect of Legionellosis which commences prior to the Retroactive Date.

Special Provision

It is a requirement of this extension to cover that ***you*** adhere to the current Health and Safety Executive's Approved Code of Practice for the prevention of Legionnaire's Disease: The control of legionella bacteria in water systems.

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

The 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 through DAS Legal Expenses Insurance Company Limited (DAS).

We are responsible for paying any claims under this section but DAS manage all claim matters and correspondence on our behalf. The legal advice service and claims handling service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS.

If you wish to speak to DAS about a legal problem or make a claim, please phone:

0345 268 9124

DAS will ask you about your legal issue and if necessary call you back to give you legal advice.

If your issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this section of the policy, DAS will give you a reference number. At this point they will not be able to tell you whether the claim is covered or not but will pass your information to their claims-handling teams and explain what to do next.

Please notify DAS as soon as possible of your potential claim. We will not pay any legal costs that you may have incurred through contacting a lawyer, accountant or anyone else prior to DAS' acceptance of a claim

DAS Head and Registered Office:

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

Registered in England and Wales, company number 103274. DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

Website: www.das.co.uk

DAS Law Limited Head and Registered Office:

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

Registered in England and Wales, number 5417859. DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113)

Website: www.daslaw.co.uk

DAS Data Protection

In addition to any other data processing notice provided in relation to this policy, data under this policy will be processed by DAS Legal Expenses Insurance Company Limited (DAS), who are committed to processing the insured person's personal information fairly and transparently. This section is designed to provide a brief understanding of how DAS collect and use this information.

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

Who DAS are

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

How DAS will use your information

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

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

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

What is DAS' legal basis for processing your information?

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

How long will your information be held for?

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

What are your rights?

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

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

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

Data Protection Officer
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side Temple Back
Bristol
BS1 6NH

Or via Email: dataprotection@das.co.uk

How to make a complaint

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

If the insured person remains dissatisfied then they have the right to apply directly to the Information Commissioner's Office for a decision. The Information Commissioner can be contacted at: -

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire SK9 5AF

www.ico.org.uk

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

Appointed representative

means the ***preferred law firm or tax consultancy*** law firm accountant or other suitably qualified person ***we*** will appoint to act on the ***insured person's*** behalf in accordance with the terms of this section

Charity Commission enquiry / enquiries

means an investigation carried out by the Charity Commission into the ***Insured's*** business accounts

Costs and expenses

means

(1) All reasonable and necessary costs chargeable by the ***appointed representative*** and agreed by ***DAS*** in accordance with the ***DAS Standard Terms of Appointment***

(2) The costs incurred by opponents in civil cases if the ***insured person*** has been ordered to pay them or the ***insured person*** pays them with the agreement of ***DAS***

Countries covered

means

For ***insured event*** 2 – Legal defence (excluding 2(f) – Statutory notice appeals) and ***insured event*** 6(b) – Personal injury

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

For all other ***insured events***

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

DAS

means DAS Legal Expenses Insurance Company Limited

DAS Standard Terms of Appointment

means the terms and conditions (including the amount ***we*** will pay to an ***appointed representative***) that apply to the relevant type of claim which could include a conditional fee agreement (no win no fee)

Where a law firm is acting as an ***appointed representative*** the amount is currently £100 per hour

This amount may vary from time to time

Date of occurrence

means

(1) For civil cases (other than under ***insured event*** 7 – Tax protection) the date of the event that leads to a claim

If there is more than one event arising at different times from the same originating cause the ***date of occurrence*** is the date of the first of these events (This is the date the event happened which may be before the date ***you*** or an ***insured person*** first became aware of it)

(2) For criminal cases the date the ***insured person*** began or is alleged to have begun to break the law

(3) For ***insured event*** 2(e) – Legal defence Formal investigations and disciplinary hearings the date when an ***insured person*** first receives formal notice of such investigation or disciplinary hearing

(4) For ***insured event*** 2(f) – Legal defence Statutory notice appeals the date when the ***insured person*** is issued with the relevant notice and has the right to appeal

(5) For ***insured event*** 3 – Statutory licence appeal the date 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

(6) For ***insured event*** 7 – Tax protection the date when HM Revenue & Customs or the relevant authority first notifies the ***Insured*** of its intention to carry out an enquiry

For ***VAT disputes*** or ***employer compliance disputes*** the date the dispute arises following the issue of an assessment written decision or notice of a civil penalty

(7) For ***insured event*** 7(b) – Tax protection for ***Charity Commission enquiries*** the date the ***Insured*** receives notification from the Charity Commission that they are to conduct an investigation

Employer compliance dispute(s)

means a dispute with HM Revenue & Customs concerning the ***Insured's*** compliance with Pay As You Earn Social Security Construction Industry or IR35 legislation and regulations

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

(1) The ***Insured*** and the directors trustees partners managers employees and volunteers of the ***Insured***

(2) The estates heirs legal representatives or assigns of any person mentioned in (1) above in the event of such person dying

(3) A person contracted to perform work for the ***Insured*** who is in other respects insured by the ***Insured*** on the same basis as the ***Insured's*** employees and performs work under supervision and direction of the ***Insured***

Limit of indemnity

means the most ***we*** will pay in ***costs and expenses*** and any compensation awards payable by ***us*** for all claims resulting from one or more events arising at the same time or from the same originating cause

Please refer to the policy schedule for this amount

The most ***we*** will pay for the total of all compensation awards in respect of employment disputes in any one ***period of insurance*** shall not exceed £1,000,000

This aggregate limit will form part of and not be in addition to the ***Limit of indemnity***

Period of insurance

means the period for which ***we*** have agreed to cover the ***Insured***

Preferred law firm or tax consultancy

means a law firm barristers' chambers or tax expert ***DAS*** choose to provide legal or other services

These specialists are chosen as they have the proven expertise to deal with the ***insured person's*** claim and must comply with ***DAS'*** agreed service standard levels which they audit regularly

They are appointed according to the ***DAS Standard Terms of Appointment***

Reasonable prospects

means

(1) For civil cases the prospects that the ***insured person*** will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that ***DAS*** has agreed to including an enforcement of judgment) make a successful defence or make a successful appeal or defence of an appeal must be at least 51%
DAS or a ***preferred law firm or tax consultancy*** on ***DAS'*** behalf will assess whether there are ***reasonable prospects***

(2) For criminal cases there is no requirement for there to be prospects of a successful outcome however for appeals the prospects of a successful outcome must be at least 51%

Tax enquiry

means a written notice of enquiry issued by HM Revenue & Customs to carry out an Income Tax or Corporation Tax compliance check which either

(i) includes a request to examine any aspect of the ***Insured's*** books and records or

(ii) advises of a check of the ***Insured's*** whole tax return

VAT dispute(s)

means a dispute with HM Revenue & Customs following the issue of an assessment written decision or notice of a civil penalty relating to the ***Insured's*** VAT affairs

Cover

We will indemnify the ***Insured*** (or where specified the ***insured person***) in respect of any ***insured event*** shown as included in the schedule arising in connection with the ***business*** subject to the terms conditions exclusions and limitations set out in this policy provided that

(a) ***reasonable prospects*** exist for the duration of the claim and

(b) the ***date of occurrence*** of the ***insured event*** happens during the ***period of insurance*** or

(c) the ***date of occurrence*** of the ***insured event*** happens during the currency of a previous equivalent legal expenses insurance policy provided that
- the previous legal expenses insurance policy required the ***Insured*** to report claims during its currency
- the ***Insured*** could not have notified a claim previously as they could not have reasonably been aware of the insured incident
- cover has been continuously maintained in force
- ***we*** will not cover any claim that should have been reported under a previously operative legal expenses insurance policy
- the available ***limit of indemnity*** shall be limited to the lesser of the sums payable under this or ***your*** previous policy and

(d) the ***insured event*** happens within the ***countries covered*** and

(e) any legal proceedings or investigation will be dealt with by one of the following within the ***countries covered***
- a court
- an employment tribunal or employment appeal tribunal
- an arbitration proceeding where parties to a dispute appoint an arbitrator to determine the evidence and issue a decision which is recognised by and enforceable through a court
- the Equality and Human Rights Commission or the Equality Commission for Northern Ireland
- any other body which replaces any of the above or which ***DAS*** agree to

What we will pay

We will pay an ***appointed representative*** on the ***Insured's*** behalf ***costs and expenses*** incurred following an ***insured event*** and any compensation awards that ***DAS*** has agreed to provided that

(1) the most ***we*** will pay for ***costs and expenses*** including compensation awards in respect of all claims resulting from one or more events arising at the same time or from the same originating cause is shown as the ***limit of indemnity*** in the policy schedule

(2) the most ***we*** will pay in ***costs and expenses*** is no more than the amount ***we*** would have paid to a ***preferred law firm or tax consultancy***
(The amount ***we*** will pay a law firm where acting as an ***appointed representative*** is currently £100 per hour - this amount may vary from time to time)

(3) in respect of an appeal or the defence of an appeal the ***Insured*** must tell ***DAS*** within the time limits allowed that they want to appeal
Before ***we*** pay the ***costs and expenses*** for appeals ***DAS*** must agree that ***reasonable prospects*** exist

(4) in respect of an enforcement of judgment to recover money and interest due to the ***Insured*** after a successful claim under this section of the policy ***DAS*** must agree that ***reasonable prospects*** exist

(5) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages the most ***we*** will pay in ***costs and expenses*** is the value of the likely award

(6) in respect of ***insured event*** 2(g) – Legal defence Jury service and court attendance the maximum ***we*** will pay is the ***insured person's*** net salary or wages for the time that the ***insured person*** is absent from work less any amount the ***Insured*** court or tribunal pays to them

What we will not pay

(1) In the event of a claim if the ***Insured*** decides not to use the services of a ***preferred law firm or tax consultancy*** the ***Insured*** will be responsible for any costs that fall outside the ***DAS Standard Terms of Appointment*** and these will not be paid by ***us***

(2) The first £500 of any contract dispute claim where the amount in dispute exceeds £5,000 (including VAT)
If the ***Insured*** is using a ***preferred law firm or tax consultancy*** the ***Insured*** will be asked to pay this within 21 days of their claim having been assessed as having ***reasonable prospects***
If the ***Insured*** is using their own law firm this will be within 21 days of their appointment (following confirmation the claim has ***reasonable prospects***)
If the ***Insured*** does not pay this amount the cover for the claim could be withdrawn

Insured events

We will pay for

1. Employment disputes and compensation awards

(a) Employment disputes

Costs and expenses to defend the ***Insured's*** legal rights

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

(b) Compensation awards

Where ***DAS*** have accepted a claim under ***insured event*** 1(a) ***we*** will pay up to the ***limit of indemnity*** for the following
(1) any basic and compensatory award
and/or
(2) an order for compensation or damages 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
  (i) followed the ACAS Code of Disciplinary and Grievance Procedures or

We will not pay for

(i) Employee internal disciplinary or grievance procedures
(ii) Any claim in respect of damages for personal injury or loss of or damage to property
(iii) Any claim arising from or relating to Transfer of Undertakings Regulations (TUPE) or the Transfer of Employment (Pension Protection) Regulations

(i) Any compensation award relating to the following
  (a) Trade union activities trade union membership or non-membership
  (b) Pregnancy or maternity rights paternity parental or adoption rights
  (c) Health & Safety related dismissals brought under Section 44 of the Employment Rights Act 1996
  (d) Statutory rights in relation to trustees of occupational pension schemes
(ii) Non-payment of money due under a contract of employment or a statutory provision

We will pay for

(ii) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland or

(iii) sought and followed advice from ***DAS'*** Legal Advice Service (0345 268 9124)

(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 advice from ***DAS'*** legal advice service since the date when the ***Insured*** knew or 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 advice from ***DAS'*** Claims Department before starting any redundancy process or procedure with employees

(4) the compensation is awarded by a court or tribunal or through ACAS Arbitration Scheme under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by ***DAS***

(c) Employee civil legal defence

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

(1) under legislation for unlawful discrimination or

(2) as trustee of a pension fund set up for the benefit of the ***Insured's*** employees

We will only provide cover for an ***insured person*** (other than the ***Insured***) at the ***Insured's*** request

(d) Service occupancy

Costs and expenses to pursue a dispute with an employee or ex-employee to recover possession of premises owned by or for which the ***Insured*** is responsible

We will not pay for

(iii) Any award ordered because the ***Insured*** has failed to provide relevant records to employees under National Minimum Wage legislation

(iv) Any compensation award or increase in compensation award relating to failure to comply with a current or previous recommendation made by a tribunal

(v) A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure

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

We will pay for

2. Legal defence

Costs and expenses to defend the ***insured person's*** legal rights in respect of the following

(a) Criminal pre-proceedings cover
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

(b) Criminal prosecution defence
Following an event which leads to the ***insured person*** being prosecuted in a court of criminal jurisdiction

Provided that

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

(2) ***we*** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the ***business*** – please see Cover

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

(1) an individual
We will also pay any compensation award up to the ***limit of indemnity*** in respect of such a claim

(2) a data controller and/or data processor which arises out of or relates to a claim made by an individual for compensation against that data controller and/or data processor
We will not pay any compensation award in respect of such a claim

We will not pay for

(i) for (a) Criminal pre-proceedings cover any criminal investigation or enquiry by with or on behalf of HM Revenue & Customs

(ii) for (a) Criminal pre-proceedings and (b) Criminal prosecution defence cover any claim relating to a parking offence

(iii) for (c) Data protection cover any claims relating to
(1) the loss alteration corruption or distortion of or damage to stored personal data or
(2) a reduction in the functionality availability or operation of stored personal data
resulting from hacking (unauthorised access) malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code computer virus or similar mechanism

(iv) for (f) Statutory notice appeals cover
(1) any Statutory Notice issued by an ***insured person's*** regulatory or governing body
(2) any appeal against the imposition or terms of any Statutory Notice issued in connection with an ***Insured's*** licence mandatory registration or British Standard Certificate of Registration

We will pay for

Provided that

(1) in respect of (c)(1) any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in advance by ***us***

(2) ***we*** will not cover the cost of fines imposed by the Information Commissioner or any other regulatory and/or criminal body

(d) Wrongful arrest

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***

(e) Formal investigations and disciplinary hearings

In representing the ***insured person***

(1) throughout a formal investigation conducted by the Equality and Human Rights Commission or Equality Commission for Northern Ireland following a complaint against an ***insured person***

(2) throughout a formal investigation or disciplinary hearing conducted by any other relevant business association professional or regulatory body

(f) Statutory notice appeals

An appeal against the imposition or terms of any Statutory Notice issued under legislation affecting the ***Insured's*** business

We will also pay for

(g) Jury service and court attendance

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

(1) to perform jury service

(2) to attend any court or tribunal at the request of the ***appointed representative***

Provided that for each of the above sections of ***insured event*** 2 – Legal defence the ***Insured*** requests that ***DAS*** provides cover for the ***insured person***

We will not pay for

We will pay for

3. Statutory licence appeal

Costs and expenses 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

4. Contract disputes

Costs and expenses 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 (including VAT)

(2) if the amount in disputes exceeds £5,000 (including VAT) the ***Insured*** must pay the first £500 of any claim
If the ***Insured*** is using a ***preferred law firm*** the ***Insured*** will be asked to pay this within 21 days of the claim having been assessed as having ***reasonable prospects*** – if the ***Insured*** does not pay this amount cover could be withdrawn
If the ***Insured*** is using their own law firm this will be within 21 days of their appointment following confirmation the claim has ***reasonable prospects***

(3) 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

(4) if the amount in dispute is payable in instalments the instalments due and payable at any time of making the claim exceed £250 (including VAT)

We will not pay for

(i) Assistance with the application process either in relation to 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

(i) Unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this section any dispute arising from an agreement entered into prior to the start of this section if the ***date of occurrence*** is within the first 90 days of the cover provided by this section

(ii) Any claim relating to the following

(a) A dispute over the settlement amount payable under an insurance policy (***we*** will cover a dispute if the ***Insured's*** insurer refused the ***Insured's*** claim but not for a dispute over the amount)

(b) The
- sale
- purchase
- terms of a lease
- licence
- tenancy

of land or buildings other than a dispute with a professional adviser in connection with these matters

(c) A loan mortgage pension guarantee or any other financial product and choses in action

(d) A motor vehicle owned by or hired 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***

We will pay for	We will not pay for
	(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 ***Costs and expenses*** in a dispute relating to the recovery of money and interest due from the sale or provision of goods or services including enforcement of judgments Provided that (1) the debt exceeds £250 (including VAT) (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 judgment if they are not satisfied that there are or will be sufficient assets available to satisfy judgment	(i) Unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this section any debt arising from an agreement entered into prior to the start of this section if the debt is due within the first 90 days of the cover provided by this section (ii) Any claim relating to the following (a) The settlement payable under an insurance policy (b) The - sale - purchase - terms of a lease - licence - tenancy of lands or buildings (c) A loan mortgage pension guarantee or any other financial product and choses in action (d) A motor vehicle owned by or hired 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 supply 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 (v) Any dispute which arises from debts the ***Insured*** has purchased from a third party

We will pay for	We will not pay for
6. Property protection and personal injury **(a) Property protection** ***Costs and expenses*** in a civil dispute relating to material property which is owned by or the responsibility of the ***Insured*** provided that the ***Insured*** has established the legal ownership or right to the land that is the subject of the dispute following (1) any event which causes physical damage to such material property or (2) a legal nuisance (meaning any unlawful interference with the ***Insured's*** use or enjoyment of their land or some right over or in connection with it) or (3) a trespass **(b) Personal injury** At the ***Insured's*** request ***we*** will pay ***costs and expenses*** for an ***insured person's*** and their family members' legal rights following a specific or sudden accident that causes the death of or bodily injury to them	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 purposes 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) (vii) The enforcement of a covenant by or against the ***Insured*** Any claim relating to the following (i) Any illness or bodily injury that develops gradually (ii) Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury (iii) Defending an ***insured person's*** and their family members' legal rights other than in defending a counter-claim (iv) Clinical negligence
7. Tax protection ***Costs and expenses*** to negotiate on behalf of the ***Insured*** and at the request of the ***Insured*** the directors trustees and partners of the ***Insured*** in the event that one of the following enquiries is undertaken in direct connection with the activities of the ***business*** (a) A ***tax enquiry*** (b) A ***Charity Commission enquiry*** (c) An ***employer compliance dispute*** (d) A ***VAT dispute*** Provided that 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	Any claim (i) arising from a tax avoidance scheme (ii) caused by the failure to register for Value Added Tax or Pay As You Earn (iii) arising from any investigation or enquiries by with or on behalf of HM Revenue & Customs Special Investigation Section Special Civil Investigations Criminal Investigations Unit Criminal Taxes Unit under Public Notice 160 or by the Revenue and Customs Prosecution Office (iv) arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences (v) relating to import and excise duties and import VAT

Conditions

1 (a) On receiving a claim if representation is necessary ***DAS*** will appoint a ***preferred law firm or tax consultancy*** as the ***Insured's appointed representative*** to deal with the ***Insured's*** claim
They will try to settle the ***Insured's*** claim by negotiation without having to go to court

(b) If the appointed ***preferred law firm or tax consultancy*** cannot negotiate settlement of the ***Insured's*** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest then the ***Insured*** may choose a law firm or tax expert to act as the ***appointed representative*** ***DAS*** will choose the ***appointed representative*** to represent the ***Insured*** in any proceedings where ***we*** are liable to pay a compensation award

(c) If the ***Insured*** chooses a law firm as their ***appointed representative*** who is not a ***preferred law firm or tax consultancy DAS*** will give the ***Insured's*** choice of law firm the opportunity to act on the same terms as a ***preferred law firm or tax consultancy***
However if they refuse to act on this basis the most ***we*** will pay is the amount ***we*** would have paid if they had agreed to the ***DAS Standard Terms of Appointment***
The amount ***we*** will pay a law firm (where acting as the ***appointed representative***) is currently £100 per hour
This amount may vary from time to time

(d) The ***appointed representative*** must co-operate with ***DAS*** at all times and must keep ***DAS*** up to date with the progress of the claim

2 An ***insured person*** must
(a) co-operate fully with ***DAS*** and the ***appointed representative***
(b) give the ***appointed representative*** any instructions that ***DAS*** ask them to

3 (a) An ***insured person*** must tell ***DAS*** if anyone offers to settle a claim and must not negotiate or agree to any settlement without written consent from ***DAS***

(b) If an ***insured person*** does not accept a reasonable offer to settle a claim ***we*** may refuse to pay further ***costs and expenses***

(c) ***We*** may decide to pay an ***insured person*** the reasonable value of the claim that the ***insured person*** is claiming or is being claimed against them instead of starting or continuing legal action
In these circumstances an ***insured person*** must allow ***DAS*** to take over and pursue or settle a claim in their name
An ***insured person*** must allow ***DAS*** to pursue at ***our*** expense and for ***our*** benefit any claim for compensation against any other person and an ***insured person*** must give ***DAS*** all the information and help ***DAS*** need to do so

4 (a) An ***insured person*** must instruct the ***appointed representative*** to have ***costs and expenses*** taxed assessed or audited if ***DAS*** ask for this

(b) An ***insured person*** must take every step to recover ***costs and expenses*** and court attendance and jury service expenses that ***we*** have to pay and must pay ***us*** any amounts that are recovered

5 If the ***appointed representative*** refuses to continue acting for an ***insured person*** with good reason or if an ***insured person*** dismisses the ***appointed representative*** without good reason the cover ***we*** provide will

end immediately unless ***DAS*** agree to appoint another ***appointed representative***

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

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

8 If there is a disagreement between the ***Insured*** and ***DAS*** about the handling of a claim and it is not resolved through ***DAS***' internal complaints procedure the ***Insured*** can contact the Financial Ombudsman Service for help
This is a free arbitration service for eligible consumers small businesses charities and trusts (details available from www.financial-ombudsman.org.uk)
If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available
The arbitrator will be a barrister solicitor or other suitably qualified person chosen jointly by the ***Insured*** and ***DAS***
If there is a disagreement over the choice of arbitrator ***DAS*** will ask the Chartered Institute of Arbitrators to decide
The arbitrator will decide who will pay the costs of the arbitration
For example costs may be split between the ***Insured*** and ***DAS*** or may be paid by either the ***Insured*** or ***DAS***

9 An ***insured person*** must
(a) keep to the terms and conditions of this section of the policy
(b) take reasonable steps to avoid and prevent claims
(c) take reasonable steps to avoid incurring unnecessary costs
(d) send everything ***DAS*** ask for in writing
(e) give ***DAS*** full and factual details of any claim and give ***DAS*** any information they need and
(f) report any claim to ***DAS*** within 180 days of the date the ***insured person*** should have known about the ***insured event***

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

Exclusions

1 ***Costs and expenses*** incurred before the written acceptance of a claim by ***DAS***

2 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(c) – Legal defence

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

4 Any claim relating to rights under a franchise or agency agreement entered into by the ***Insured***

5 Any ***insured event*** deliberately or intentionally caused by an ***insured person***

6 A dispute with ***us*** or ***DAS*** not otherwise dealt with under Condition 8 of this section

7 Any claim relating to a shareholding or partnership share in the ***Insured's*** business

8 ***Costs and expenses*** arising from or relating to judicial review coroner's inquest or fatal accident inquiry
This exclusion does not apply to ***insured event*** 6(b) – Personal injury

9 Any legal action an ***insured person*** takes which ***DAS*** or the ***appointed representative*** have not agreed to or where the ***insured person*** does anything that hinders ***DAS*** or the ***appointed representative***

10 Any claim where either at the start of or during the course of a claim
(a) the ***Insured*** is declared bankrupt
(b) the ***Insured*** has filed a bankruptcy petition
(c) the ***Insured*** has filed a winding-up petition
(d) the ***Insured*** has made an arrangement with the ***Insured's*** creditors
(e) the ***Insured*** has entered into a deed of arrangement
(f) the ***Insured*** is in liquidation
(g) part or all of the ***Insured's*** affairs or property are in the care or control of a receiver or administrator

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

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

6 Terrorism

The schedule will show if this section applies

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.

Act of terrorism

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

Business interruption

means loss arising from interruption or interference with the ***business*** carried on by ***you*** at the ***premises*** as a result of damage to or destruction of ***property insured*** used by ***you*** at the ***premises*** for the purpose of the ***business***.

Computer systems

means a computer or other equipment or component or system or item which processes stores transmits or receives ***data***.

Losses

means all losses arising under any operative section or extension to this policy for material damage business interruption or book debts as a result of damage to or the destruction of ***property insured*** in the ***territorial limits*** the proximate cause of which is an ***act of terrorism***.

Data

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

Denial of service attack

means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or ***computer systems***.

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

Event

means all individual losses arising in respect of a continuous period of 72 hours of which the proximate cause is the same ***act of terrorism***.

The date and time that any such period of 72 hours shall commence shall be set by ***us***.

Hacking

means unauthorised access to any ***computer system*** whether ***your*** property or not.

Nuclear installation

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

1. the production or use of atomic energy;
2. the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations;

3. the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

Nuclear reactor

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

Phishing

means any access or attempted access to ***data*** made by means of misrepresentation or deception.

Property

means all property whatsoever but excluding

1. any property which is occupied as a private residence and which is
   - **a.** a private dwelling house or
   - **b.** a self-contained unit insured as part of a block of units i.e. a block of flats

   unless such property
   - **i.** is not insured in the name of a private individual
   - **ii.** is insured in the name of a ***sole trader*** or a trustee or an executor of a will and is not occupied by such persons or by any beneficiary of the trust or will in question
   - **iii.** is of mixed residential and commercial usage and the commercially occupied portion of the property exceeds 20% (as defined by ***us***) of the whole of such land or building
2. property including fine art collections which are the subject of
   - **a.** a trust of any kind or
   - **b.** an executorship of a will

   and where the use or benefit of the property is for private domestic purposes only and enjoyed by a beneficiary or a trustee of the trust or a beneficiary or an executor of the will
3. any ***nuclear installation*** or ***nuclear reactor*** and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such ***nuclear installation*** or ***nuclear reactor***

The noting of the interest of any lender (by including as joint insured or otherwise) shall not prejudice the definition of property as defined above

Property insured

means all ***property*** which is insured under other sections of this policy.

Territorial limits

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

Virus or similar mechanism

means program code, programming instruction or any set of instructions intentionally constructed with the purpose and ability or purposely used to damage, interfere with adversely affect infiltrate or monitor ***computer systems***, ***data*** or operations whether involving self-replication or not.

This includes but is not limited to Trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage interfere with adversely affect infiltrate or monitor as above.

What is covered

We will pay ***you*** for

1. damage to or the destruction of ***property***;
2. ***business interruption*** or book debts;
3. loss caused by cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of ***property***;

as insured by any other section of this policy occasioned by or happening through or in consequence of an ***act of terrorism*** within the ***territorial limits***.

Provided always that the insurance by this section

1. is not subject to
   a. any of the General exclusions of this policy;
   b. any long term agreement or undertaking which may otherwise apply;
   c. any terms in this policy which provide for adjustments of premium.

2. subject
   a. otherwise to all the terms provisions definitions and conditions of this policy except where expressly varied within this section;
   b. to a maximum period of insurance of 12 months from the inception or renewal date of this policy.
      Any subsequent period of cover provided by this section whether for 12 months or less is deemed to constitute a new period of insurance provided that
      i. no subsequent period of insurance by this section shall extend beyond the next renewal date of this policy;
      ii. the renewal premium due in respect of this section has been received by ***us***.

What is not covered

We will not be liable for any losses whatsoever

1. occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
2. arising under
   a. marine aviation and transit policies;
   b. motor insurance policies;
   c. bankers blanket bond.
3. directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from
   a. damage to or the destruction of any ***computer system*** or
   b. any alteration, modification, distortion, erasure, corruption of ***data***

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

Basis of settlement

As described in the relevant section of this policy in respect of damage to or destruction of the ***property insured*** or ***business interruption*** or book debts or loss caused by cancellation, abandonment, postponement, interruption, curtailment or relocation of an event.

The most ***we*** will pay for any one ***event*** is the lesser of

1. the total sum insured or
2. for each item its individual sum insured or
3. any other limit of liability

as stated in the relevant section of this policy less the ***excess***.

The ***excess*** applicable to losses under this Terrorism section shall be equal to the ***excess*** applied in respect of the risk of fire and/or explosion under the other covers or sections of this policy.

Extension for act of terrorism triggered by remote digital interference

Definitions specific to this extension

Property/Property insured

means as defined in this section but also excludes for the purposes of this extension

a. any money as defined in the Money (or Money with assault) section currency electronic cryptographic or virtual currency including Bitcoin or any similar negotiable or non-negotiable instruments financial securities or any other financial instrument of any sort whatever and

b. any ***data***

Specific events

means fire explosion flood escape of water from any tank apparatus or pipe (including any sprinkler system) impact of aircraft or any aerial devices or articles dropped from them impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle destruction of damage to or movement of buildings or structures plant or machinery other than any ***computer system***

Exclusion **3**. will not apply to losses provided that such ***losses***

1. result directly (or solely as regards **3. c.** below indirectly) from ***specific events*** and
2. are not proximately caused by an ***act of terrorism*** in relation to which the relevant organization or any persons acting on behalf of or in connection with that organization are controlled by acting on behalf of or part of any de jure or de facto government of any nation country or state and
3. comprises
   - **a.** the cost of reinstatement replacement or repair in respect of damage to or destruction of ***property insured*** or
   - **b.** the amount of ***business interruption*** or book debts suffered directly by ***you*** by way of loss of or reduction in profits revenue or turnover or increased cost of working as a direct result of either damage to or destruction of ***property insured*** or as a direct result of denial prevention or hindrance of access to or use of the ***property insured*** by reason of an ***act of terrorism*** causing damage to or destruction of other ***property*** within one mile of the ***property insured*** to which access is affected or
   - **c.** the amount of loss caused by the cancellation abandonment postponement interruption curtailment or relocation of an event as a result of damage to or destruction of ***property*** and any additional costs or charges reasonably and necessarily paid by ***you*** to avoid or diminish such loss

Notwithstanding the exclusion of ***data*** from ***property*** and ***property insured*** to the extent that damage to or destruction of ***property*** and ***property insured*** within the meaning of sub-paragraph **1.** above indirectly results from any alteration modification distortion erasure or corruption of ***data*** because the occurrence of one or more ***specific events*** results directly or indirectly from any alteration modification distortion erasure or corruption of ***data*** that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such ***property*** and ***property insured*** and otherwise falling within sub-paragraphs **1.** and **3.** from being recoverable under this policy

In no other circumstances than the previous sentence however will any loss(es) directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from any alteration modification distortion erasure or corruption of data be recoverable under this policy

Condition

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

Notwithstanding the above the burden of proof shall be upon ***us*** to prove or establish all the matters referred to in sub-paragraph **2.** of the Extension for act of terrorism triggered by remote digital interference

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 whenever the premises are used by paying guests. 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

It is a ***condition precedent to liability*** that all hot tubs must have signs displayed stating that:

(1) No drinking glasses to be used in or around 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
(4) the hot tub must 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

In respect of ***damage*** due to or arising from theft, or attempted theft, malicious persons or vandals at the ***premises*** it is a ***condition precedent to liability*** under this policy that:

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 windows, skylights and any other openings to the home which are accessible from adjoining roofs, downpipes, balconies or external stairs or measure more than 9" x 9" (22.5cm x 22.5cm) must be secured by key - operated locks.
5. All panes of glass in louvre windows are securely fixed in their channels.
6. 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 Corporate manslaughter defence costs

The following is added to the Liabilities section

We will indemnify ***you*** in respect of legal costs and expenses incurred with ***our*** prior written consent in connection with the defence of any criminal proceedings or an appeal against conviction which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed during the period of insurance in the course of the ***business***

Provided that

(a) ***our*** liability under this extension shall not exceed £5,000,000 in any one period of insurance
This limit will form part of and not be in addition to the limit of indemnity stated in the schedule

(b) if this policy provides Legal expenses insurance this extension shall only operate in respect of any excess beyond the amount payable under the Legal expenses section
(c) where ***we*** have already provided an indemnity in respect of any legal costs incurred in the defence of any criminal proceedings arising out of the same ***event*** which has given rise to the proceedings in respect of corporate manslaughter or corporate homicide any amount already paid by ***us*** will be taken into account in calculating ***our*** liability under this extension
(d) ***we*** must consent in writing to the appointment of any solicitor or counsel who is to act for and on ***your*** behalf
(e) any appeal can only commence if counsel has advised that it is more likely for an appeal to be successful than not

No indemnity will be provided
(i) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance
However this exclusion shall not apply in the circumstances outlined in proviso (b)
(ii) in respect of any proceedings which result from ***your*** deliberate act or omission or deliberate act or omission of any trustees managerial employees partners directors of ***yours*** while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission
(iii) in respect of fines or penalties of any kind including the costs of remedial or publicity orders or the steps required to be taken by such orders

E9 Prosecution defence costs

The following is added to the Liabilities section

We will subject to the limit of indemnity indemnify ***you*** in respect of
(a) legal costs and expenses incurred with ***our*** written consent
(b) costs awarded against ***you***
in connection with the defence of any criminal proceedings or an appeal against a conviction arising from such proceedings brought for a breach of
(i) the Health & Safety at Work etc. Act 1974
(ii) Part II of the Consumer Protection Act 1987
(iii) the Food Safety Act 1990
alleged to have been committed during the period of insurance in connection with the ***business***

We will not provide any indemnity
(a) where indemnity is provided by any other insurance
(b) in circumstances where ***injury*** or ***damage*** has occurred which may be the subject of a claim under either the employers' liability or public liability covers of this section (apart from this extension)
(c) in respect of fines or penalties of any kind
(d) in respect of any costs expenses or reimbursements resulting from an order made under Section 9 or resulting from any Regulation in respect of charges under Section 45 of the Food Safety Act 1990
(e) where the proceedings have resulted from any deliberate act or omission by
(i) ***you*** or any director trustee or partner of ***yours***
(ii) any ***employee*** of ***yours*** who has specific responsibility for compliance with the above legislation

which could reasonably have been expected to constitute a breach of the above legislation

The total amount ***we*** will pay in respect of any one claim shall not exceed £500,000

E10 Holiday let cover

Under the Legal expenses section the following INSURED EVENT is added:

Holiday let

Costs and expenses to defend the ***Insured's*** legal rights

(1) after an event which causes physical damage to the ***Insured's premises***. The amount in dispute must be more than £1,000.

(2) 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 cover which is payable as soon as DAS accept the claim.

(3) 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.

General information

Complaints procedure

If you are unhappy with our products or service, please contact us as soon as possible.

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

For all complaints other than Legal expenses complaints
Ecclesiastical Insurance Office plc
Beaufort House
Brunswick Road
Gloucester
GL1 1JZ

Tel: 0345 777 3322
Email: complaints@ecclesiastical.com

For Legal expenses complaints
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side Temple Back
Bristol BS1 6NH

Tel: 0344 893 9013
Email: customerrelations@das.co.uk

Our promise to you

We will aim to resolve your complaint within one business day.

To resolve your complaint we will:

- Investigate your complaint diligently and impartially.
- Keep you informed of the progress of the investigation.
- For more complex issues, we may need a little longer to investigate and we may ask you for further information to help us reach a decision.
- Respond in writing to your complaint as soon as possible.

If you are not satisfied with our response, or if we have not completed our investigation within eight weeks, we will inform you of your right to take the complaint to:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Tel: 0800 0 234 567
Email: complaint.info@financial-ombudsman.org.uk
Web: www.financial-ombudsman.org.uk

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

The Financial Services Compensation Scheme (FSCS)

The Financial Services Compensation Scheme (FSCS) is the independent body, set up by government, which gives you your money back if your authorised* financial services provider is unable to meet its obligations.

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought. The FSCS does not charge individual consumers for using its service. The FSCS cannot help you if the firm you have done business with is still trading.

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

www.fscs.org.uk

or write to:

Financial Services Compensation Scheme
10th Floor, Beaufort House,
15 St Botolph Street,
London EC3A 7QU.

Tel: 0207 741 4100 or 0800 678 1100
Fax: 0207 741 4101
Email enquiries@fscs.org.uk

* The FSCS can only pay compensation for customers of financial services firms authorised by the PRA or FCA.

Notes

Notes

Notes

This contract is underwritten by:
Ecclesiastical Insurance Office plc.

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

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

www.fca.org.uk/register

or by contacting the FCA on

0800 111 6768

Beaufort House, Brunswick Road,
Gloucester GL1 1JZ

Ecclesiastical Insurance Office plc Reg. No.24869 is registered in England at Beaufort House, Brunswick Road,Gloucester,GL11JZ,UK and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

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