

13 Exclusions to insured sections F, G, H and I

Insured sections G, H, I and J exclude and do not cover:

13.1 Advertising injury

any loss arising out of or from any **advertising injury**.

13.2 Advice, design or plans provided for a fee

any loss arising out of or from:

13.2.1 advice, design, plans, specifications, formulae, surveys, or directions prepared or given by the **insured** or **other insured party** for a fee but this shall not exclude such liability arising in conjunction with **products** supplied;

13.2.2 professional services rendered by or on behalf of the **insured**.

Except this exclusion shall not apply in respect of tuition or lessons for a fee when conducted or provided by a suitably qualified or experienced **instructor** or **insured**.

13.3 Aircraft and watercraft

any loss arising out of or from the ownership, possession or use of any aircraft, other aerial device or satellite, or any watercraft other than:

13.3.1 motor barges not exceeding seventy five (75) ton capacity on inland waterways;

13.3.2 hand-propelled craft, sailing vessels and motor launches not exceeding fifteen (15) metres in length and only when operated in inland waterways;

13.3.3 watercraft not belonging to or chartered by the **insured** but used by them for business entertainment provided that;

i) such watercraft is primarily owned and operated as a river cruise vessel;

ii) such watercraft is insured by the owner or charterer under a policy of marine insurance;

iii) the **insurer** will not indemnify the **insured** in respect of liability which attaches by way of any contract or agreement that would not have attached in the absence of such contract or agreement;

13.4 Children

bodily injury, personal injury, damage or denial of access arising out of or from or sustained by any child under four (4) years of age whilst under the instruction or guidance of the **insured** unless specifically agreed by the **insurer** in writing.

13.5 Costs and expenses arising from a deliberate act

costs and expenses incurred in proceedings other than in respect of manslaughter, corporate manslaughter or corporate homicide consequent upon any deliberate act or omission by or on behalf of the **insured** or **other insured party** if the result of such act or omission could reasonably have been expected to constitute an offence under any legislation;

13.6 Costs of recall or guarantee

expenditure, whether incurred by the **insured** or others, for the withdrawal, recall, disposal, removal, repair, adjustment, alteration, reconditioning, replacement, reinstatement of any **product** or part thereof and/or from financial loss consequent upon the necessity for such withdrawal, recall, disposal, removal, repair, adjustment, alteration, reconditioning, replacement or reinstatement;

13.7 Damages arising from a deliberate act

bodily injury, damage or denial of access, and any associated **costs and expenses**, either expected or intended by the **insured** or **other insured party** but

this exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property;

13.8 Electronic data

13.8.1 Liability:

- a) arising from loss, alteration or impairment of, or damage to, information and/or data in electronic form;
- b) arising from malicious acts of any person carried out by electronic means;
- c) for defamation or harassment carried out by electronic means;

13.8.2 but this exclusion shall not apply in respect of liability for any ensuing accidental **bodily injury** (save for mental injury or mental disease) or **accidental damage** which is not otherwise excluded;

13.9 Employment practices dispute

liability which arises out of:

13.9.1 a dispute between an employer / prospective employer and **employee** / prospective **employee** referred or capable of being referred to an Employment Tribunal including such appeal courts or tribunals as are available from an Employment Tribunal as provided by the Employment Rights Act 1986; or

13.9.2 a settlement or adjudication of or under the auspices of an Employment Tribunal or ACAS;

and liability by clause 13.20a and / or 13.20b which is or is capable of being insured under a generally available Employment Practices Liability Insurance Policy;

13.10 Excess

the amount of the **excess** as applicable and stated in the **schedule**;

13.11 Excluded activities

bodily injury, personal injury, damage or denial of access arising out of or occasioned by any activity that is not within the normal course of business of a riding instructor, riding school or equestrian centre unless specifically agreed by the **insurer**.

13.12 Financial loss

liability for pure financial loss that is not consequent upon **bodily injury** or **damage**;

13.13 Fines, penalties or multiplication of compensatory damages

any fines, penalties, punitive damages, exemplary damages, aggravated damages, treble damages, or any other increase in damages resulting from the multiplication of compensatory damages;

13.14 Intentional disregard of reasonable precautions

any insured event or loss arising or arising out of or continuing from the **insured's** deliberate, conscious or intentional disregard of the need to take all reasonable precautions to prevent an insured event or loss arising or continuing;

13.15 Legionella

bodily injury, personal injury, damage or denial of access arising out of, alleging or attributable to the existence of **legionella** except as stated as insured in clause 11.3.1;

13.16 Liability from employment

bodily injury sustained by any **employee** arising out of or in the course of employment by the **insured** in the **business**;

13.17 Libel and slander

Liability arising from or caused by the publication or utterance by or on behalf of the **insured** of a libel or slander.

13.18 Limit of indemnity

liability in excess of the **limit of indemnity** stated in the **schedule**;

13.19 Liquidated damages

any loss arising out of or from any liquidated damages clauses or penalty clauses or performance warranties in any contract or agreement which the **insured** or **other insured party** has entered into unless it is proven that, and then only to the extent that, liability would have attached in the absence of such clauses or warranties;

13.20 North American jurisdiction

13.20.1 liability in respect of any judgment, award, payment, **costs and expenses** or settlement delivered, made or incurred within countries which operate under the laws of **North America** (or to any order made anywhere in the world to enforce such judgment, award, payment, **costs and expenses** or settlement either in whole or in part) unless otherwise stipulated in the **schedule**;

- i) but that this exclusion shall not apply to the insurance provided in respect of non-manual visits under clause 8.1.1 a) and b) always providing that:
 - a) the **insurers** will not be liable to indemnify any entity based in, operating in or domiciled in **North America**; and
 - b) the indemnity provided by 13.21a) excludes liability arising under any agreement or contract that would not arise in the absence of any agreement or contract.

13.21 Nuclear risks

13.21.1 loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;

13.21.2 any legal liability of whatsoever nature;

13.21.3 any sum which the **insured** becomes legally liable to pay or any loss or expense; directly or indirectly caused by or contributed to by or arising from or, in the case of 13.21a above, attributable to **nuclear hazards**:

13.22 Overseas domiciled operations

the **insured's** subsidiary companies, branch offices or representatives with power of attorney that are domiciled outside of the **United Kingdom**;

13.23 Ownership or use of mechanically propelled vehicles

bodily injury, personal injury, damage or **denial of access** arising out of or from the ownership, maintenance, operation or use of any mechanically propelled vehicle by or on behalf of the **insured** or any **other insured party**;

13.24 Property in the insured's care, custody and control

damage to property owned, leased, hired or held in trust by the **insured** or under hire purchase or on loan to the **insured** or held otherwise in the **insured's** care, custody or control;

13.25 Protective headgear

bodily injury, personal injury, damage or **denial of access** arising out of or from any person not wearing the appropriate headgear whilst riding, including mounting and dismounting.

13.26 Sale and transfer

bodily injury, personal injury, damage, denial of access, financial loss, consequential loss or liability arising out of or in connection with any **horse** which is no longer under the care, custody and control of the **insured** due to such horse being sold or transferred to a third party. However, this exclusion shall not apply to liability that arises prior to the sale or transfer of any horse and which arises in connection with such sale or transfer of any horse, provided such liability arises from a **horse** still under the care, custody and control of the **insured** and such liability falls within the insuring terms of **insured section G** of this **policy**.

13.27 Sexual abuse

bodily injury, arising from allegations of rape or sexual abuse of any nature whether proven or otherwise.

13.28 The product itself

liability for **damage** to the **insured's product** or any part thereof arising from a defect or unsuitability thereof and pure financial loss arising therefrom;

13.29 Unaccompanied Hacks

bodily injury, personal injury, damage or denial of access arising out of or from any unaccompanied hack.

13.30 War or terrorism

bodily injury, personal injury, pollution, damage or denial of access directly or indirectly caused by or contributed to by or arising from **war** or any act of **terrorism**.

13.31 Work away

bodily injury, personal injury, damage or denial of access arising out of or from:

- 13.31.1 the application of heat involving a naked flame or open heat source or use of oxyacetylene, electric arc or similar welding and cutting equipment, hot air paint strippers, grinding wheels, angle grinders, disc cutters or gas space heaters;
- 13.31.2 the handling or use of explosives;
- 13.31.3 the removal or weakening of support or the withdrawal of ground water from any land or structure;
- 13.31.4 work on or to the external structure of a building;
- 13.31.5 work carried out externally five (5) metres or higher above ground level;
- 13.31.6 waste storage or disposal;
- 13.31.7 work at, in or on towers steeples chimney shafts blast furnaces dams canals viaducts bridges or tunnels, aircraft airports ships docks piers wharves breakwaters or sea walls, collieries mines chemical works gas works oil refineries or power stations, offshore installations or bulk oil petrol gas or chemical storage tanks or chambers.

13.32 Terrorism – Public and Products Liability

Exception – The underwriters will not indemnify the insured under this Section in respect of injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism. Definition – Terrorism shall mean an act – whether involving violence or the use of force or not – or the threat or the preparation 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) – which

- is designed to, or does
- Intimidate or influence a de jure or de facto government or the public or a section of the public, or
- Disrupt and segment of the economy
- And

From its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.

13.33 Component Building Material Exception Clause

Exception – The underwriters shall not indemnify the Insured under this Section in respect of injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

13.34 Fungus, Mould and Mildew Exclusion Clause - Public and Products Liability

The underwriters shall not indemnify the Insured under this Section against

1 Damages direct or consequential , on account of “bodily injury”, “property damage”, “personal or advertising injury”, or “medical payments” arising out of , resulting from, caused by, contributed to, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens: or

2 Any costs or expenses associated, in any way, with the abatement , mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens: or

3 Any obligation or duty to defend any actions on account of “bodily injury”, “property damage”, “personal or advertising injury”, or “medical payments” arising out of , resulting from, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens.

Irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring. The purposes of this exclusion "bodily injury" shall include mental anguish, mental injury and/or emotional distress, all other terms and conditions of this Insurance remain unchanged.

14 Conditions precedent to insured sections F,G,H and I

14.1 Bona fide subcontractors insurance check

It is a condition precedent to the **insurers** liability under this insurance that whenever work is undertaken on behalf of the **insured** by bona fide subcontractors for a fee the **insured** will at all times establish, maintain and abide by an administrative procedure for obtaining and storing evidence for the **insurer's** inspection that bona fide subcontractors effect public liability insurance that:

- 14.1.1 covers the work to be undertaken by the bona fide subcontractor;
- 14.1.2 is subject to a **limit of indemnity** of not less than the **insured's** own or GBP1,000,000, whichever is the greater,
- 14.1.3 includes an 'indemnity to principals' clause,
- 14.1.4 the insurance is revalidated every twelve (12) months throughout the duration of their contract with the **insured**.

14.2 Escape of Water

As regards liability caused by, arising from or contributed to by escape of water from the building, it is agreed as a condition precedent to the **insurer's** liability under this insurance that the **insured** will ensure that all water tanks, apparatus or pipes must be adequately lagged and / or that heating apparatus in the building is controlled by thermostatic switches set to activate the heating system whenever the temperature at the coolest point in the building drops to four (4) C.

14.3 Fire or explosion

As regards liability caused by, arising from or contributed to by fire or explosion, it is agreed as a condition precedent to the **insurer's** liability under this insurance that the **insured** will ensure that:

- 14.3.1 where battery charging of fork lift trucks or other plant is carried out at the **premises**, battery charging takes place:
 - a) in a building constructed wholly of non-combustible materials and used solely for battery charging or a specifically designated battery charging area;
 - b) with good ventilation to allow dispersal of hydrogen fumes;
 - c) within a 'No Smoking' area stipulated as such before battery charging commences and remaining a non-smoking area whilst the battery charging is being undertaken;
 - d) with battery chargers that are installed only upon a non-combustible floor, or wall mounted on a non-combustible structure;
 - e) with electrical cables and clips maintained in a sound condition, inspected at least once a month by a competent person and any damage rectified immediately;
 - f) with a distance of at least two (2) metres between any combustible materials, goods or articles and the fork lift trucks or the charging units if in a specifically designed battery charging area or with a barrier of non-combustible materials erected immediately around that area;

- g) with precautions taken to prevent damage to electrical cables and equipment;
- 14.3.2 all combustible materials including but not limited to stock, packaging, pallets, waste, waste skips or bins stored at the **premises** are stored away from any building (with a minimum of ten (10) metres separation from any building or such other separation as agreed with the **insurer** and specified in the **schedule**);
- 14.3.3 the **premises** shall have been inspected by a NICEIC approved electrical contractor and the maximum period between inspections shall be in accordance with IEE Regulations. Any faults revealed by such inspection shall have been or (in relation to future inspections) shall be immediately rectified. The **insured** shall produce a certificate confirming the above to the **insurer** within a period of thirty (30) days of being so requested;
- 14.3.4 cooking fume extraction canopies and ducting shall be cleaned at least once every six (6) months by independent contractors, and all filters, taps and other grease removal devices shall be cleaned at least once every seven (7) days;
- 14.3.5 all fire break doors, shutters and fire escapes will be maintained in efficient working order, kept unlocked during business hours and free of obstruction but kept securely locked when the business is closed;
- 14.3.6 all heating appliances together with any piping in connection therewith, be securely fixed and kept free from contact with combustible materials;
- 14.3.7 before the use of a naked flame or other heat source or oxyacetylene, electric arc or similar welding, cutting, grinding or other spark emitting equipment is used by any person (whether a third party contractor, an employee or other) at the **premises** (other than in connection with the **insured's** trade processes) the **insured** will procure that:
 - i) a hot work permit in the form set out in Loss Prevention Recommendation RC7 published by the Fire Protection Association (FPA), is completed jointly by the person responsible for carrying out the work and the **insured's** safety officer (or nominated person); and
 - ii) the precautions and systems of work shown on the designated hot work permit are complied with;
- 14.3.8 waste and any other trade refuse will be:
 - i) kept in closed metal receptacles outside working hours, or
 - ii) swept up daily and removed from the **premises** and not allowed to accumulate around the **premises**.
- 14.3.9 in relation to any fire alarm specified and required by the **insurer** under the terms of this **policy** the **insured** will:
 - i) ensure the fire alarm system is installed in accordance with the manufacturer's specification and any other specifications of the **insurer** and no alteration or variation of the system or any structural alteration to the **premises** which would affect the system will be made without the prior written consent of the **insurer**;
 - ii) ensure that the fire alarm is in full and efficient working order at all times and regularly serviced under the manufacturer's maintenance contract and any other maintenance requirements of the **insurer**;
 - iii) notify the **insurer** forthwith of any defects that arise in such alarm systems, procure that such defects are remedied as soon as is practicable and notify the **insurer** forthwith once such defects are remedied;
 - iv) ensure that the fire alarm is tested at least weekly and continually set in active mode;
 - v) notify the **insurer** immediately of any disconnection or failure of, or downgrading of the fire brigade response to the system likely to leave any area unprotected;

vi) ensure that there are available keyholders notified to all appropriate services; except that the **insurer** will not be liable to indemnify the **insured** subsequent to the **insured** receiving a written notification from a fire alarm company that the maintenance is suspended or from the relevant fire brigade that alarm signals from the **premises** will no longer be answered.

but cover provided by these **insured sections** will not be invalidated by any defect in the said system due to circumstances beyond the control of the **insured** arising after the systems have been properly set.

- 14.3.10 unless specifically agreed by endorsement by the insurer the buildings must be built of brick, stone or concrete and roofed with slate, tile or concrete and / or are as more particularly described in the survey report and in the proposal both of which must be lodged with the **insurer**.

14.4 Statutory requirements and licenses

It is agreed as a condition precedent to the **insurer's** liability under this **insured section** that the **insured** shall:

- 14.4.1 comply with all statutory requirements concerning the inspection of machinery and equipment;
- 14.4.2 obtain the necessary Local Authority licence(s) to conduct the **business** and take all reasonable steps to implement and maintain in force any and all control measures stated in the relevant operating schedule in order to comply with the regulations. Further if such licence is withdrawn or revoked then this insurance shall terminate with immediate effect.
- 14.4.3 comply with all necessary requirements under the Riding Establishment Act 1964 & 1970 in operating the **business**. If any licence under such act is withdrawn or refused then cover shall cease immediately.

15 Duties in the event of a claim or potential claim

Except for the insurance granted by **insured section F**, the due observance and fulfilment of the provisions of clause 14 is a condition precedent to the **insurer's** liability for any claim under this **policy**. Clause 15.6 sets out consequences of a failure to comply with conditions precedent or **policy** provisions such as clause 14.

15.1 Claim notification – insured sections A – C

15.1.1 The **insured** will give notice in writing or by an agreed electronic medium, to the **insurer**:

- a) within seven (7) days in respect of **damage** caused by **insured peril** of riot;
- b) as soon as practical but in any event within thirty (30) days of the event giving rise to the claim in respect of **damage** caused by any **insured peril** other than riot; and
- c) as soon as practical but in any event within thirty (30) days of the event giving rise to any other claim.

15.1.2 In respect of **damage** caused by theft or malicious persons the **insured** will give immediate notice to the police authority, and take all practical steps to discover any guilty person or persons and recover the property lost.

15.1.3 Notice to the **insurer** must be given to the claims notification addresses specified in the **schedule**.

15.2 Claim notification – insured section E

15.2.1 To make a claim under this section please telephone **DAS** on 0117 934 0553. **DAS** will ask you about **your** legal dispute and if necessary give **you** legal advice. If **your** dispute needs to be dealt with as a claim under this section, **DAS** will provide **you** with a claim reference number. At this point **DAS** will not be able to tell **you** whether **you** are covered but **DAS** will pass the information **you** have given **DAS** to their specialist claims handling teams, and explain what to do next.

15.2.2 If **you** prefer to report **your** claim in writing, **you** can send it to the Claims Department at the following address:

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

15.2.4 Alternatively **you** can email **your** claim to **DAS** at newclaims@das.co.uk

15.3 Claim notification – insured sections F – J

15.3.1 The **insured** will give notice in writing or by an agreed electronic medium, to the **insurer**:

- a) immediately on or not later than forty eight (48) hours from, receipt of notice of any impending inquest, fatal **accident** inquiry, prosecution or other legal proceedings that includes alleged **bodily injury**;
- b) as soon as practical but in any event within seventy two (72) hours from coming in possession of actual knowledge that notice of an Industrial Tribunal hearing includes alleged **bodily injury** or **personal injury**;
- c) immediately on, or not later than seventy two (72) hours from, the **insured's** actual knowledge of any death or **bodily injury** to any **employee** involving a stay in hospital in excess of three (3) days;
- d) as soon as practical but in any event within thirty days (30) days after any other accident, event or the coming in possession of actual knowledge of **bodily injury**, **personal injury** or **damage**, with full particulars thereof;

which may be the subject of indemnity under this **policy**.

15.3.2 The **insured** will give notice by an agreed electronic medium, to the **insurer** not later than forty eight (48) hours from, the **insured's** notification to the authorities of any **RIDDOR** incident.

15.3.3 Notice to the **insurer** must be given to the claims notification addresses specified in the **schedule**.

15.4 Insured's duties

15.4.1 For each and every claim or **RIDDOR** incident, the **insured** and any person acting on behalf of the **insured** must:

- a) not admit responsibility, liability, make an offer or promise, nor offer payment or indemnity without the written consent of the **insurer**;
- b) not incur any expense without the consent of the **insurer** except at the **insured's** own cost;
- c) on the happening of any **damage** in consequence of which a claim is or may be made under **insured section B** the **insured** will with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the **business** or to avoid or diminish the loss;
- d) always act honestly, there being no rights to any form of payment or indemnity under the **policy** in the event that any claim is made fraudulently;
- e) give all such information, assistance and forward all documents to enable the **insurer** to investigate, settle or resist any claim as the **insurer** may require;
- f) provide such proofs and information with respect to the claim as may reasonably be required together with (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith;
- g) not destroy evidence or supporting information or documentation without the **insurer's** prior consent; nor destroy any plant or other property relating to an occurrence, loss or **suit** that may give rise to a claim under this **policy**;

15.5 Claim Procedure

Unless stated otherwise all claims will be handled and overseen by the **insurer**. For each and every claim the **insured** and any person acting on behalf of the **insured** must:

15.5.1 For **insured sections A – C**, within thirty (30) days after **damage** (or expiry of the **indemnity period** in the case of **business** interruption) or such further time as the **insurer** may in writing allow, at the **insured's** own expense, deliver to the **insurer** a claim in writing, containing as particular an account as may be reasonably practical of the several articles or portions of property damaged and the amount of the **damage** thereto respectively, having regard to their value at the time of the **damage** together with any details of any other insurance on any **property insured** provide, such proofs and information with respect to the claim as may reasonably be required together with (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith;

15.5.2 For **insured section E**,

You must notify **DAS** of the **insured incident** within a reasonable time of it happening. When **DAS** have accepted **your** claim **DAS** will pay **your** legal costs.

You can phone **DAS** at any time on 0117 934 0553 to make a claim under **your insured section** or if **you** wish to use any of the helpline services.

Claims are usually handled by a **representative** appointed by **DAS**, but sometimes **DAS** deal with them themselves. Claims outside the United Kingdom may be dealt with by other **DAS** offices elsewhere in Europe.

15.5.3 When **DAS** cannot help

Please do not ask for help from a solicitor or accountant before **DAS** have agreed. If **you** do, **DAS** will not pay the costs involved even if **DAS** do accept the claim.

15.5.4 For **insured sections F – J**,

- a) immediately send the **insurer** copies of any request, demand, order, notice, summons, legal paper and all documents relating thereto in connection with an insured event as soon as received by the **insured**. In addition the **insured** must co-operate with the **insurer** or their appointed agents to allow them to comply with such relevant practice directions and pre-action protocols as may be issued and approved from time to time by the head of civil justice;
- b) authorise the **insurer** to obtain medical records or other pertinent information upon request but only where legally permitted to do so in the event of an insured event involving **bodily injury**;

15.5.5 prove, if it is alleged that an event is not covered or that the indemnity is otherwise limited being **war** or an act of **terrorism** that the said exclusion or **limit of indemnity** does not apply, it being understood and agreed that any portion of an exclusion or **limit of indemnity** being found invalid, inapplicable or unenforceable will not in any way render the remainder of the exclusion or limit invalid, inapplicable or unenforceable.

15.6 **Insurer's rights**

15.6.1 The **insurer** will be under no obligation to investigate any potential claims or to undertake the conduct of any proceedings in connection with such claims and will be at liberty in all cases to leave the conduct of such proceedings wholly to the **insured** upon such conditions as regards the payment of opponent's costs and with such liberty to bind the **insurer** by compromise as the **insurer** may in its absolute discretion determine.

15.6.2 The **insurer** may at any time pay the **limit of indemnity** or **sum insured** (after deduction of any sums already paid) or such lesser sum for which the claim can be settled and will relinquish the conduct and control of the claim and be under no further liability except (where payable under the relevant **insured section**) for payment of **costs and expenses** incurred prior to the date of payment.

15.7 **Disputed defence or appeal**

If any dispute arises between the **insured** and the **insurer** as to whether a prosecution should be defended or an appeal made, such dispute will be referred to a Queen's Counsel to be mutually agreed between the parties (or in default of agreement to be nominated by the President of the Law Society) whose decision will be final. In the event of conflict between any **other insured party** separate representation will be arranged for each party.

15.8 **Excess**

15.8.1 If the insured event forms the subject of indemnity under more than one of **insured sections G to J**, the **insured's** maximum liability for the **excess** will be the highest applicable **excess**.

15.8.2 If settlement of an insured event investigated or defended by the **insurer** under **insured sections G to J** does not exceed the amount of the applicable **excess** the **insured** will pay, or reimburse the **insurer** for, as applicable, any **costs and expenses** and paid damages including claimant costs recoverable from the **insured** and incurred in connection with such insured event.

15.9 Subrogation

- 15.9.1 Except as provided by clauses 10.3.1 and 14.1, for each and every claim the **insured**, any **other insured party** and any person acting on their behalf must not waive any rights of recourse or recovery against any other person relating to an occurrence, loss or **suit** that may give rise to a claim under this insurance.
- 15.9.2 The **insured** or any **other insured party** will at the request and expense of the **insurer** do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the **insurer** for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the **insurer** will be or would become entitled or subrogated upon its paying an indemnity under this **policy**, whether such acts and things will be or become necessary or required before or after their indemnification by the **insurer**.
- 15.9.3 In the event of any payment under this insurance, the **insurer** will act in concert with all other interested persons (including the **insured**) concerned in the exercise of any rights of recovery.
- 15.9.4 The apportioning of any amounts which may be so recovered will follow the principle that any interested persons (including the **insured**) that will have paid an amount over and above any payment hereunder, will first be reimbursed up to the amount paid by them; the **insurer** is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interested persons (including the **insured**) to whom this coverage is in excess shall be entitled to claim the residue, if any.
- 15.9.5 Expenses necessary to the recovery of any such amounts will be apportioned between the interested parties concerned, in the ratio of their respective recoveries as finally settled.

16 General terms and conditions

16.1 Adjustment of premium

Where the premium in whole or part is provisionally based on estimates provided by the **insured**, the **insured** will keep accurate records and declare such information as the **insurer** requires within three (3) months of the expiry of the **period of insurance**. The premium will then be adjusted and any difference paid by or allowed to the **insured** as the case may be but subject to any minimum premium that may apply. The **insurer** reserves the right to request that the **insured** supplies an auditor's certificate with such calculations as are subject to adjustment attesting the accuracy thereof.

16.2 Applicable law

This **policy** will be governed by and interpreted in accordance with the laws of England and subject to the exclusive jurisdiction of the High Court, London.

16.3 Assignment

Assignment of interest under this **policy** will not bind the **insurer** unless and until the **insurer's** written consent is endorsed hereon.

16.4 Cancellation

The **insurer** may at any time during the **period of insurance** serve written notice on the **insured** at the address shown on the **schedule** cancelling the **policy** with effect from the seven (7th) day after service of the notice. Such cancellation shall not affect the coverage or premium attributable under this insurance to the period prior to cancellation. Upon demand the **insurer** will return to the **insured** a part of any premium paid in excess of that proportionate to the pre-cancelled portion of the **policy**. Without prejudice to any other forms of service, the notice of cancellation is deemed to be served on the third (3rd) day after being posted if sent by pre-paid letter post properly addressed.

16.5 Contract (Rights of Third Parties) Act 1999

This insurance does not confer or create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 or any amending or subsequent legislation, by any person who is not named as the **insured** and both the **insurer** and **insured** may amend, cancel or lapse this insurance without giving notice to, or requiring the consent of, any other third party.

16.6 Contribution

16.6.1 If at the time of any claim under **insured sections A - C** there will be any other insurance covering the same risk or any part thereof the **insurer** will not be liable for more than its rateable proportion. Nothing herein will be construed to make the insurance by this section subject to the terms, limitations, conditions and definitions of any other insurance except that if any other insurance will be subject to any condition of average, then the insurance by any **insured section** if not already subject to a condition of average will be subject to average in like manner.

16.6.2 If at the time of any claim under **insured sections F - J** there is any other valid and collectible insurance available to the **insured** or any **other insured party** other than insurance that is specifically stated to be in excess of this **policy** and names the **insured** for the insurance, then the insurance afforded by this **policy** will be in excess of and will not contribute with such other insurance.

16.7 Document management

The **insurer** may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. An electronic copy of any such

document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

16.8 Disclosure under the Data Protection Act 1998

- 16.8.1 The **insurer** records and holds data in accordance with the Data Protection Act 1998 and follows strict security procedures in the storage and disclosure of information provided to prevent unauthorised access or loss of such information. The **insurer** may find it necessary to pass data to other firms or businesses that supply products and services associated with this **policy**.
- 16.8.2 Further, by accessing and updating various databases the **insurer** may share information with other firms and public bodies, including the police, in order to substantiate information and prevent or detect fraud. If false or inaccurate information is provided and fraud is suspected this fact will be recorded and the information will be available to other organisations that have access to the databases. Details of databases accessed or contributed to are available on request.

16.9 Dispute resolution

- 16.9.1 All matters in dispute between the **insured, other insured parties** and the **insurer** arising out of or in connection with this insurance, will be referred to a mediator to be agreed by the parties within fourteen (14) working days of a written notice served on one party by the other requesting such an agreement. If a mediator is not agreed then either party may apply to the Centre for Effective Dispute Resolution ('CEDR') for the appointment of a mediator. The parties shall share equally the costs of CEDR and of the mediator and that the reference, conduct and any settlement of the dispute at mediation shall be conducted in confidence.
- 16.9.2 The parties shall continue to perform their respective continuing obligations under this insurance, if any, while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations.
- 16.9.3 If any such dispute is not resolved by mediation or the parties cannot agree upon the appointment of a mediator or the form that the mediation will take the dispute will be referred by either party to be determined and be subject to the exclusive jurisdiction of the High Court, London.

16.10 Employers' Liability (Compulsory Insurance) Act 1969

The indemnity granted by **insured section F** is deemed to be in accordance with the provisions of the Employers' Liability (Compulsory Insurance) Act 1969 and the Employers Liability (Compulsory Insurance) Regulations 1998 or any subsequent amendment or re-enactment or similar legislation in Northern Ireland, the Isle of Man and the Channel Islands. Where any condition precedent, exclusion, term or condition of this **policy** is deemed prohibited by the act or regulations, then the **insurer** will provide an indemnity to the **employee** under the terms of **insured section F** but the **insured** will repay to the **insurer** that part of the **insurer's** indemnity for which it would not otherwise have been liable under this **policy** by reason of any such breach of condition precedent, term, condition or exclusion.

16.11 Fraud

If the claim is in any respect fraudulent or if any fraudulent means or devices are used by the **insured** or anyone acting on their behalf to obtain any benefit under this **policy** or if any liability, loss, destruction or **damage** is occasioned by wilful act or with the connivance of the **insured** there will be no rights to any form of payment or indemnity under this **policy**.

Further any claim paid to the **insured** in respect of any fraudulent means or device must be repaid to the **insurer**.

16.12 Inspection and audit

The **insurer**, or such representative as the **insurer** may designate, will be permitted but not obligated to inspect the **insured's** property and operations at any time given reasonable notice. Neither the **insurer's** right to make inspections nor the making thereof nor any report thereon will constitute an undertaking on behalf of or for the benefit of the **insured** or others, to determine or warrant that such property or operations are safe.

16.13 Legal action against the insurer

16.13.1 In respect of liabilities covered by this insurance, no one may bring a legal action against the **insurer** until the amount of the **insured's** or an **other insured party's** liability has finally been determined or agreed.

16.13.2 No one has the right under this **policy** to bring the **insurer** into an action to determine the **insured's** liability.

16.14 Material alteration

This insurance will be voidable if after the commencement of this insurance the risk of **damage, bodily injury, personal injury or advertising injury** or liability is increased by any act or omission of the **insured** unless such change of circumstances has been expressly acknowledged and accepted in writing or by electronic medium for and on behalf of the **insurer**.

16.15 Minimisation of risk

16.15.1 The **insured** will take all reasonable steps at its own expense to prevent an insured event:

- a) arising (not applicable to **insured section F**); or
- b) continuing.

16.15.2 Upon the happening of an insured event and at all times thereafter, the **insured** shall act as a prudent uninsured and take all reasonable measures as are appropriate to avoid or minimise any claims which arise or may arise from that insured event. Any failure by the **insured** to take such steps shall reduce or extinguish the **insurer's** liability to indemnify the **insured** under the **policy** to the extent that such failure has increased the claim under the **policy**.

16.16 Observance

16.16.1 The due observance and fulfilment of the provisions of this **policy** insofar as they may relate to anything to be done or complied with by the **insured**, or are already described in the **policy** as conditions precedent, will be a condition of this **policy**. Any waiver by the **insurer** of any provision will not prevent the **insurer** from relying on such term or condition or condition precedent in the future.

16.16.2 Further where an indemnity is provided to an **other insured party** the **insured** will arrange for each party to comply with the terms, conditions and conditions precedent of this insurance so far as they can apply providing always that the **other insured party** complies with the terms of clause 17 (Duties in the event of a claim or potential claim).

16.16.3 In the event of a breach of any provision in the **policy**, and without prejudice to any other rights of the **insurer**, the **insurer** may reject or reduce claims connected with the breach, providing the **insurer** can demonstrate some prejudice, and continue the **policy** on such terms as it may determine and if any payment on account of any such claim has already been made the **insured** will repay forthwith all payments on account to the **insurer**.

16.17 Recovery of benefits

In the event that the **insured's** liability in damages is reduced because benefits and/or charges included in the damages are to be paid under statute to the

Compensation Recovery Unit or its successor, the **insured's** liability in damages for the purposes of this insurance will be deemed to include such benefits and charges.

16.18 Representation

The **insured** will act on behalf of all **other insured parties** under this **policy** with respect to the giving and receiving of any notices from the **insurer** or their representatives including any notice of cancellation. The payment to the **insured** of any return premium that may be payable under this **policy** will satisfy the **insurer's** obligations to return premium to any **other insured party**.

16.19 Subscribing insurer

The **insurers'** obligations under this **policy** are several and not joint and are limited solely to the extent of their individual subscriptions. The **insurers** are not responsible for the subscription of any co-subscribing **insurer** who for any reason does not satisfy all or part of its obligations.

17 General definitions and interpretation

The following words will have the same meaning attached each time they appear in this **policy** in **bold** type face, whether with a capital first letter or not.

Where the context so admits or requires, words importing the singular will include the plural and vice versa and words importing the masculine will import the feminine and the neuter. References to 'a person' will be construed so as to include any individual, company, partnership, or any other legal entity. References to a statute will be construed to include all its amendments or replacements. All headings within the **policy** are included for convenience only and will not form part of this **policy**.

For **insured section B** the words and expressions used in the **insured's** books and accounts will have the meaning attached to them herein. Any adjustments implemented in current cost accounting will be disregarded. Further to the extent that the **insured** are accountable to the tax authorities for value added tax all terms in **insured section B** will be exclusive of such tax,

17.1 Accident

Accident will mean a single, sudden and unexpected event, which occurs at an identifiable time and place.

17.2 Accidental damage

Accidental damage means damage caused suddenly and unexpectedly by an outside force.

17.3 Advertising injury

Advertising injury means:

- 17.3.1 oral, broadcast, telecast or written publication of material that slanders or libels a person or disparages a person's goods, **products** or services;
 - 17.3.2 oral, broadcast, telecast or written publication of material that violates an individual's right of privacy;
 - 17.3.3 misappropriation of advertising ideas or style of doing business;
 - 17.3.4 infringement of copyrighted advertising materials, titles or slogans;
- in the course of advertising the **insured's** goods, **products** or services.

17.4 All other contents

All other contents means and is deemed to include:

- 17.4.1 **documents**, but only for the value of the materials together with the cost of clerical labour and/or computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the insured of the information contained therein, for an amount not exceeding GBP50,000;
- 17.4.2 patterns, models, moulds, plans and designs for an amount not exceeding the cost of the labour and materials expended in reinstatement;
- 17.4.3 and so far as the same are not otherwise insured, personal property of principals, **employees**, partners or directors of the **insured** or visitors for an amount not exceeding GBP1,000 in respect of the property of any one person.

17.5 Annual gross revenue

Annual gross revenue means the **gross revenue, trend adjusted**, during the twelve (12) months immediately before the date of the **damage**.

17.6 Annual rent receivable

Annual rent receivable means the **rent receivable, trend adjusted**, during the twelve (12) months immediately before the date of the **damage**.

17.7 Annual turnover

Annual turnover means the **turnover** excluding VAT, **trend adjusted**, during the twelve (12) months immediately before the date of the **damage**.

17.8 Assault

Assault means **injury** occurring to an **insured party** directly due to theft or attempted theft of **money**.

17.9 Benefits

Benefits means the sums stated in the schedule of compensation in the **schedule** being the maximum amount payable by the **insurer**.

17.10 Benefit period

Benefit period means the total period (but not necessarily consecutive period) for which item E of the table of benefits in **insured section A** clause 2.3.8 is payable in respect of any one **accident** to any **insured party**.

17.11 Bodily injury

Bodily injury means death, disease, illness, physical and mental injury of or to an individual.

17.12 Buildings

Buildings means the fixed permanent structures at the **premises** including:

- 17.12.1 landlord's fixtures and fittings therein and thereon;
- 17.12.2 outbuildings and annexes together with extensions and canopies adjoining to or communicating therewith;
- 17.12.3 foundations;
- 17.12.4 walls, gates and fences and the adjoining gangways, yards, roadways or pavements constructed of concrete or asphalt around and pertaining thereto drains, sewers and gutters; or as specified on the schedule
- 17.12.5 security lighting, security cameras and other security or fire protection devices, affixed signs, television, radio, satellite receiving aerials, communication aerials, their fittings and masts affixed to the buildings walls gates fences fixed poles or fixed pylons at the **premises**;
- 17.12.6 telephone, gas, water and electricity meters, piping, ducting, trunking, cables, wires and associated control gear, instruments and accessories and the like, including such property for which the **insured** are responsible but which is in or under adjoining yards or roadways extending to the public mains and which partly or wholly serves to supply the **premises**;
- 17.12.7 underground storage tanks;
but excluding property more specifically insured.

17.13 Business

The activities of the **insured** as stated in the **schedule** and including:

- 17.13.1 provision and management of canteens, sports, social and welfare and medical organisations for the benefit of the **insured's employees** and / or their pensioners, sponsorships, medical, dental, nursing, first aid, fire, rescue and ambulance services, principally in connection with but not limited to the operations of the **insured**;

- 17.13.2 provision of security services for the benefit of the **insured**;
- 17.13.3 provision of nursery, crèche or child care facilities where incidental to the business;
- 17.13.4 provision of educational facilities;
- 17.13.5 property owners, lessors and lessees including repair, refurbishment and maintenance of such property;
- 17.13.6 organisation of and participation in exhibitions, trade fairs, conferences and the like;
- 17.13.7 private work undertaken by any **employee** for any fellow principal **employee**, director or partner or executive of the **insured**;
- 17.13.8 employment of subcontractors for performance of work on behalf of the **insured**;
- 17.13.9 the organisation of charitable events or similar fund raising activities;
- 17.13.10 sponsorship of events, organisations, entities and individuals;
- 17.13.11 repair, maintenance and servicing of own mechanically propelled vehicles, sale or disposal of own property and goods, including owned mechanically propelled vehicles;
- 17.13.12 provision of gifts and promotional material incidental to the business.

17.14 Business hours

Business hours means the period during which the **premises** is open for **business** or is otherwise occupied for **business** purposes by the **insured** or an authorised **employee**.

17.15 Change of temperature

Change of temperature means the rise or fall in temperatures as a result of

- 17.15.1 the breaking, distortion or burning out of any part of the unit (excluding its own wiring termination including the plug and fuse) arising from mechanical or electrical defects in the unit occurring while the unit is being used under normal working conditions;
- 17.15.2 non-operation of the thermostatic or automatic controlling devices forming part of the unit;
- 17.15.3 accidental failure of the public electricity supply not occasioned by the deliberate act of any utility undertaking.

17.16 Claim payment

Claim payment will mean the amount the **insurer** agrees to pay to the **insured** for any one claim.

17.17 Combined single limit

Combined single limit means the maximum the **insurer** will pay by this **policy** in the event that two (2) or more **insured sections**, to which the combined single limit applies, provide coverage for an insured event.

17.18 Contents

Contents means all household goods, **high risk items**, personal documents, **personal belongings**, clerical business equipment, pedal cycles and **money**, owned by the **insured's family** or the **insured's** responsibility under contract, including visitors **personal belongings** in the **home**.

Contents does not include:

- i) motor vehicles and children's motor vehicles whether licensed for road use or not (other than motorised or electric wheelchairs), mechanically propelled or assisted vehicles (other than garden machinery and pedestrian controlled

vehicles), aircraft, trains and boats (other than models), gliders, hanggliders, wetbikes, hovercraft and other mechanically propelled or assisted watercraft caravans, trailers or parts or accessories for any of them whether attached or detached, other than removable entertainment equipment while removed;

- ii) animals;
- iii) anything used for trade, professional or business purposes except clerical business equipment
- iv) fixtures and fittings;
- v) credit cards.

17.19 Costs and expenses

Costs and expenses (except for insured section E) means;

- 17.19.1 costs and expenses (other than claimant costs recoverable from the **insured** or any **other insured party**) incurred in the investigation, adjustment, appraisal, defence or settlement of an insured event, including expert, legal, appeal and defence costs;
- 17.19.2 pre-judgment interest awarded against the **insured** on that part of any judgment covered under this **policy** but where the **insurer** offers to pay the **limit of indemnity** in settlement of a claim or **suit**, the **insurer** will not pay any pre-judgment interest imposed or earned after the date of such offer;
- 17.19.3 all interest earned on that part of any judgment within the **limit of indemnity** after entry of the judgment and before the **insurer** has paid, offered to pay, or deposited in court that part of any judgment that is within the applicable **limit of indemnity**;
- 17.19.4 the cost of attendance in court as a witness at the **insurer's** request, payable at the following rates per day on which attendance is required:
 - a) any principal director or partner of the **insured** – GBP500
 - b) any **other insured party** - GBP250
- 17.19.5 costs and expenses of legal representation at any coroner's inquest or inquiry in respect of any death which may be the subject of indemnity under this **policy**.

Costs and expenses for **insured section E** means;

- 17.19.6 Costs and expenses shall mean:
 - a) **Accountant's costs**
All reasonable and necessary costs chargeable by the **representative**.
 - b) **Attendance expenses**
The **insured person's** net salary or wages for the time that the **insured person** is off work.
DAS will pay for each half or whole day that the court, tribunal or the **insured person's** employer will not pay for.

The amount **DAS** will pay is based on the following:
 - the time the **insured person** is off work, including the time it takes to travel to and from the court or tribunal.
This will be calculated to the nearest half day assuming that a whole day is eight hours;
 - if the **insured person** works full time, the salary or wages for each day equals 1/250th of the **insured person's** yearly salary or wages.
 - if the **insured person** works part time, the salary or wages will be a proportion of the **insured person's** weekly salary or wages.

If the **insured person** is self employed, **DAS** will pay net salary or wages that the **insured person** draws from the business to cover their own personal cost-of-living expenses.

- c) **Communication costs**
Costs of phone calls, faxes or postage incurred by the **insured person** to communicate with the police, credit agencies, financial-service providers, other creditors or debt-collection agencies and the cost of replacement documents.
- d) **Legal costs**
All reasonable and necessary costs chargeable by the **representative** on a standard basis, or in accordance with the Predictable Costs scheme, if this is appropriate.
- e) **Opponents' costs**
The costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them, or pays them with **DAS'** agreement.

17.20 Credit and debit cards

Credit and debit cards means credit, cheque, debit, charge, bankers' and cash dispenser cards.

17.21 Criminal act

Criminal act means committing a burglary armed with a weapon; threat or perception of unlawful force; assault or battery; causing actual bodily harm; application of unlawful force; demand with menaces; entry to building as trespasser with intent to commit theft, grievous bodily harm, rape or criminal damage; entry to building as trespasser and attempting to steal; unlawfully destroying / damaging another's property and/or endangering life; causing death by careless driving while unfit through drink or drugs; causing death by dangerous driving; deception; receiving / handling / disposing of stolen goods for the benefit of another; murder, manslaughter or causing recklessly the death of a human being; making off without payment for goods or services; inflicting grievous bodily harm or wounding; dishonestly appropriating property belong to another.

17.22 Damage

Damage means

- 17.22.1 loss of, destruction of or damage to tangible property;
- 17.22.2 and/or for **insured sections F - I** loss of use of tangible property that has been lost, destroyed or damaged.

17.23 Damage (Insured Section C-Home Contents only)

damage shall mean accidental loss or destruction of or damage to **home contents** generally or selected **home contents** as the context requires.

17.24 DAS

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

DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority.

17.25 Date of occurrence (insured section E)

- (a) For civil cases, the **date of occurrence** is the date of the event which 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.

- (b) For criminal cases, the **date of occurrence** is when the **insured person** began, or is alleged to have begun, to break the criminal law in question.
- (c) For **insured incident sub-section F, TAX PROTECTION**, the **date of occurrence** is when HM Revenue & Customs first notifies the **insured person** in writing of their intention to make an enquiry.

17.26 Declared value

Declared value means the **insured's** assessment of the cost of reinstatement of the **property insured** arrived at in accordance with clause 2.5.11 of **insured section A** at the level of costs applying at inception of the **period of insurance** (ignoring inflationary factors which may operate subsequently) together with due allowance for the additional costs of reinstatement to comply with public authority requirements, professional fees and debris removal costs.

17.27 Defined Peril

Defined peril shall mean fire, smoke, lightning, explosion; impact by aircraft or other aerial devices or articles dropped therefrom; riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances; malicious persons; theft or attempted theft, earthquake, storm, flood; escape of water from any tank, apparatus, fixed heating system or pipe; escape of heating fuel from a fixed heating system; falling trees or branches, falling radio or television aerials (including satellite dishes), their fittings or masts; subsidence, land slip or heave of land on which the **home** stands; or impact by any road vehicle or animal.

17.28 Denial of access

Denial of access means nuisance, trespass, or interference with any easement, right of air, light, water or way.

17.29 Denial of service attack

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

17.30 Documents

Documents means business books and records, deeds, documents (including stamps thereon), manuscripts, plans and writings of every description, books (written or printed) including computer systems, computer tapes and records.

17.31 Domestic residence

Domestic residence means the **home**, fixtures and fittings, patios, paved terraces, footpaths, tennis courts, swimming pools, garden ponds, statues and fountains permanently fixed into the ground, drives, walls, fences, hedges and gates.

Domestic residence does not include aerials and satellite receiving equipment.

17.32 Electronic data

Electronic data means facts, concepts and information converted to a form useable for communication, display, distribution, interpretation or processing by electronic and electromechanical processing or electronically controlled equipment, including programmes, software and other coded instructions for such equipment.

17.33 Employee

Employee means any person whilst:

- 17.33.1 engaged under a contract of service or apprenticeship with the **insured**;
- 17.33.2 acting in the capacity of non executive director of the **insured**;

- 17.33.3 not under a contract of service or apprenticeship who is, at the requirement of the **insured**, supplied to, hired or borrowed by the **insured** in the course of **business** and under the control of the **insured**, including but not limited to:
- a) persons on secondment from another company that is not an insured under this **policy**;
 - b) labour masters or persons supplied by them;
 - c) labour only subcontractors;
 - d) self-employed persons;
 - e) drivers or operators of hired-in plant;
 - f) persons engaged under work experience, training, study, exchange or similar schemes;
 - g) any officer, member or voluntary helper of the organisations or services stated in the business;
 - h) voluntary workers, helpers and instructors;
 - i) persons working under the Community Offenders Act 1978, the Community Offenders (Scotland) Act 1978 or similar legislation;
 - j) employee(s) elected on any industry users committee;
 - k) outworkers or homeworkers employed under contracts to personally execute any work in connection with business while they are engaged in that work;
 - l) any other person defined under Sections 32.-(1), 35.-(2) and 54.-(3)(b) of the National Minimum Wage Act 1998;
 - m) prospective employees who are being assessed by the **insured** as to their suitability for employment;
 - n) any person a Court of Law in the **United Kingdom** deems to be an employee; provided that the **insured** can always request that any such person is not treated as an employee.

17.34 Estimated gross profit

Estimated gross profit means the amount declared by the **insured** to the **insurer** as representing not less than the **gross profit** which it is anticipated will be earned by the **business** during the financial year most nearly concurrent with the **period of insurance** (or a proportionately increased multiple thereof where the **maximum indemnity period** exceeds twelve months).

17.35 Estimated gross revenue

Estimated gross revenue means the amount declared by the **insured** to the **insurer** as representing not less than the **gross revenue** which it is anticipated will be earned by the **business** during the financial year most nearly concurrent with the **period of insurance** (or a proportionately increased multiple thereof where the **maximum indemnity period** exceeds twelve (12) months).

17.36 Excess

- 17.36.1 For **insured sections A - C**: the **limit of liability** or **sum insured**, as applicable, is additional to the excess and excess means the first amount payable by the **insured** in respect of each and every claim or potential claim as ascertained after the application of all other terms and conditions of this insurance. The excess shall not apply to any claim under clause 2.3.8 - **Money**.
- 17.36.2 For **insured sections G - J**: the **limit of indemnity** is additional to the excess and excess means
- a) the first amount payable by the **insured** in respect of each and every claim or potential claim as ascertained after the application of all other terms and conditions of this insurance or
 - b) in the case of a claim or potential claim that involves **damage**, and if specified in the **schedule** and applicable, the **excess (damage only)**.

17.37 Excess (damage only)

Excess (damage only) means the amount, if any, specified in the **schedule** as excess (damage only) which if so specified is the first amount payable by the insured in respect of each and every **damage** claim or potential **damage** claim as ascertained after the application of all other terms and conditions of this insurance.

17.38 Family

Family shall mean the **insured** or any of the following people provided that they normally live with the **insured**;

- i) the **insured's** husband, wife or partner;
- ii) children (including foster children)
- iii) the **insured's** relatives
- iv) the **insured's** domestic employees

17.39 Full enquiry

Full enquiry shall mean an extensive examination by HM Revenue & Customs which considers all aspects of an **insured person's** self-assessment tax return, but not enquiries which are limited to one or more specific aspects of an **insured person's** self-assessment tax return.

17.40 Goods

Goods means **stock and materials in trade** and any other property specified in the **schedule**, belonging to the **insured** or for which the **insured** are responsible and connected with the **business**.

17.41 Gross profit

Gross profit means the amount by which the sum of the amount of the **turnover** and the amounts of the closing stock and work in progress will exceed the sum of the amounts of the opening stock and work in progress and the amount of the **specified working expenses**.

17.42 Gross revenue

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

17.43 Hacking

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data, whether the property of the **insured** or not.

17.44 High risk items

High risk items means televisions, computers, audio and video entertainment equipment, CDs, DVDs and computer games, photographic equipment, jewellery, watches, articles of precious metal, docks, paintings, works of art, stamp, medal and coin collections.

17.45 Home

Home shall mean a domestic residence within the premises, including any domestic garage, carport or outbuildings at the address shown on the **schedule**;

17.46 Horse

Horse shall mean any horse, donkey, mule, ass or jennet used in connection with the **business** and shall include any dog, cattle, sheep or any other animal used in connection therewith provided that the use of such other animals is incidental to the **insured's** main **business** specified in the **schedule**.

17.47 Hostile territory

Hostile territory means a territory designated by the Foreign and Commonwealth Office as one

- 17.47.1 to which personnel are 'advised against all travel to';
- 17.47.2 that personnel should leave having designated the territory 'advised against all travel to'.

17.48 Indemnity period

17.48.1 Indemnity period means the period beginning with the occurrence of the **damage** and ending not later than the **maximum indemnity period** thereafter during which the results of the **business** will be affected in consequence of the **damage**.

17.48.2 But for the purpose of clause 3.2.4 the indemnity period shall mean the period during which the results of the **business** shall be affected in consequence of the an event beginning in the case of;

3.2.4 a) and d) with the occurrence or discovery of the incident,

3.2.4 b) and c) above with the date from which the restrictions on the **premises** are applied,

and ending not later than twelve (12) months thereafter.

17.49 Identity theft

Identity theft means the theft or unauthorised use of an **insured person's** personal identification which has resulted in the unlawful use of their identity.

17.50 Injury

Injury will mean a specific injury which

- 17.50.1 is sustained by the **insured party** during the **period of insurance**, and is caused by an **accident**, and
- 17.50.2 solely and independently of any other cause, causes death or disablement of the **insured party**.

17.51 Insured

Insured means:

- 17.51.1 the company or other organisation including any subsidiary companies of the insured that are in existence at the inception date of the insurance and have been declared to the **insurer** until such time as they may be sold or otherwise disposed (but not excluding any liabilities incurred prior to disposal), and;
- 17.51.2 the person or people shown as insured in the **schedule**;
- 17.51.3 including in either case the legal or personal representatives of the insured in respect of any claim under this **policy** incurred on behalf of the insured.

17.52 Insured peril

Insured peril means any cause not otherwise excluded.

17.53 Insured party

Insured party means:

- 17.53.1 the **insured** or any principal, director, partner or **employee** of the **insured**; or
- 17.53.2 any person acting on behalf of the **insured** other than an **employee** of a security company or organisation not being over seventy (70) years of age nor being under sixteen (16) years of age;

17.54 Insured person

Insured person means **you**, and any member of **your** family who always lives with **you**. Anyone claiming under **insured section E** must have **your** agreement to claim.

17.55 Insured section

Insured section means all or any individually lettered sections of this **policy** that forms part of the insurance contract but only if stated as 'insured' in the **schedule**.

17.56 Insurer

Insurer means the party specified as insurer in the **schedule** and any other subscribing insurers.

17.57 Legionella

Legionella means any discharge release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like.

17.58 Licensing Act

Act means the Licensing Act 2003 including similar legislation in Scotland or Northern Ireland and any subsequent legislation amending or replacing this statute,

17.59 Limit of indemnity

Limit of indemnity means:

17.59.1 for **insured section F** the amount stated in the **schedule** which is the maximum amount of the **insurer's** liability arising out of one (1) occurrence regardless of the number of:

- a) **other insured parties**; or
- b) persons or organisations bringing claims or **suits**; or
- c) claims against the **insured** or series of claims against the **insured**, or claims or series of claims made by the **insured**;

17.59.2 **G - J** the amount stated in the **schedule** which is the maximum amount of the **insurer's** liability arising out of one occurrence or series of occurrences arising out of one (1) originating cause regardless of the number of:

- a) **other insured parties**; or
- b) persons or organisations bringing claims or **suits**; or
- c) claims against the **insured** or series of claims against the **insured**, or claims or series of claims made by the **insured**;

17.59.3 where two (2) or more **insured sections** are subject to a **combined single limit**, then the **combined single limit** is the maximum the **insurer** will pay for any insured event to which such **insured sections** apply in combination, and;

17.59.4 where a limit of indemnity is stated in the **schedule** as in the aggregate, that aggregate is the maximum the **insurer** will pay for all insured events during the **period of insurance**.

17.60 Limit of liability

Limit of liability means the amount stated in the **schedule** which is the maximum amount of the **insurer's** liability for any one event regardless of the number of persons claiming an indemnity.

17.61 Machinery, plant and all other contents

Machinery, plant and all other contents means machinery, plant, tenants' improvements and alterations, above ground storage tanks, **office contents** and **all other contents** at the **premises** which are the property of the **insured** or held by them in trust for which they are responsible but excluding;

17.61.1 landlord's fixtures and fittings therein and thereon;

- 17.61.2 **stock and materials in trade, money;** and
17.61.3 **gaming, amusement and entertainment equipment;** and
17.61.4 property more specifically insured;

17.62 Maximum indemnity period

Maximum indemnity period means the period stated in the **schedule**.

17.63 Money

Money means both **negotiable money** and **non-negotiable money**.

17.64 Motorised Vehicle

Motorised vehicle means any electrically or mechanically powered vehicle other than

- a) vehicles used only as domestic gardening equipment within the boundaries of the land belonging to the premises or
- b) vehicles designed to help disabled people (as long as the vehicles are not registered for road use); or
- c) golf carts and trolleys; or
- d) pedestrian-controlled toys and models.

17.65 Negotiable money

Negotiable money means cash bank and currency notes uncrossed cheques giro cheques including pre-authenticated giro cheques uncrossed warrants uncrossed postal and money orders current postage and revenue stamps National Savings stamps and certificates holiday with pay stamps and gift tokens National Insurance stamps (whether affixed to cards or not) debit card sales vouchers trading stamps luncheon vouchers and bills of exchange securities for money travel warrants and authenticated travel tickets phonecards and mobile phone vouchers for use by the **insured** or any partner director or **employee** or the **insured** in connection with the **insured's business** consumer redemption vouchers and company sales vouchers and unexpired units in franking machines all belonging to the **insured** or for which the **insured** has accepted responsibility.

17.66 Non-negotiable money

Negotiable money means crossed warrants crossed cheques crossed giro drafts crossed postal and money orders crossed bankers' drafts crossed National Girobank cash cheques premium bonds savings bonds stamped National Insurance cards National Savings Certificates VAT purchase invoices and credit card sales vouchers all belonging to the **insured** or for which the **insured** has accepted responsibility.

17.67 Non-ferrous metals

Non-ferrous metals means **stock and materials in trade** consisting of non-ferrous metals other than aluminium.

17.68 North America

North America means the United States of America or its territories or possessions or Canada.

17.69 Notifiable disease

Notifiable disease means illness sustained by any person resulting from:

- 17.69.1 food or drink poisoning, or
- 17.69.2 any human infectious or human contagious disease, an outbreak of which the competent local authority has stipulated shall be notified to them excluding Acquired Immune Deficiency Syndrome (AIDS), an AIDS related condition or avian influenza

17.70 Nuclear hazards

Nuclear hazards means:

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

17.71 Occupation

Occupation means the occupation of the **insured party** as stated in the **schedule**

17.72 Office contents

Office Contents means office contents the property of the **insured** or held by them in trust for which they are responsible including

- 17.72.1 fixtures, fittings, furniture and
- 17.72.2 office equipment, tenants' improvements and alterations,
- 17.72.3 telephone, telex, facsimile, computer and ancillary equipment and computer installations.

17.73 Other insured party

Other insured party means any of the following parties:

- 17.73.1 any director, partner, **employee** or a former **employee** of the **insured**;
- 17.73.2 any officers, members' committee and/or **employee** paid and voluntary helpers of the **insured's** canteen and welfare organisations, nursery, crèche or child care facilities, sports and social organisations, in their respective capacities as such;
- 17.73.3 any officers and members of the **insured's** security, rescue, first aid, fire and ambulance services, medical organisation other than any doctor, surgeon or dentist while working in a professional capacity in their respective capacities as such;
- 17.73.4 any director or partner or executive of the **insured** in respect of private work undertaken by any **employee** for a director, partner or executive of the **insured**;
- 17.73.5 any officers or trustees of the **insured's** pension scheme(s).

17.74 Outstanding debit balances

Outstanding debit balances means the **money** owed to the **insured** by their customers at the date of the **damage** but adjusted to take account of bad debts, owed amounts not passed through the books during the period between the last record and the date of the **damage**, and abnormal trading conditions affecting the **business** the **insured's** last record of amounts owed by customers.

17.75 Period of insurance

Period of insurance means the period shown as such on the **schedule** which time is taken as Greenwich Mean Time unless otherwise stated.

17.76 Permanent total disablement

Permanent total disablement will mean irrecoverable disablement arising from **injury** which permanently and totally incapacitates the **insured party** for a continuous period of twelve (12) months, and that as a result of the **injury** the **insured party** is medically determined to the **insurer's** satisfaction to have no likelihood of improvement sufficient to participate in any and every **occupation** ever again.

17.77 Personal belongings

Personal belongings means luggage, clothing, sports, musical and photographic equipment and other items which an individual named as an **insured** normally wears, or carries and belongs to or is the legal responsibility of that individual.

Personal belongings does not include;

- i) household goods and domestic appliances;
- ii) external television and satellite receiving equipment;
- iii) motor vehicles and children's motor vehicles whether licensed for road use or not (other than motorised or electric wheelchairs), mechanically propelled or assisted vehicles, aircraft, trains and boats (other than models), pedal cycles, gliders, hang-gliders, wetbikes, hovercraft and other mechanically propelled or assisted watercraft caravans, trailers or parts or accessories for any of them whether attached or detached, other than removable entertainment equipment while removed;
- iv) animals;
- v) money, credit cards, securities and documents of any kind;
- vi) anything used for any trade, professional or business purposes (other than portable computer equipment and mobile phones);
- vii) china, glass, pottery and any other items of a similar nature which are fragile.

17.78 Personal injury

Personal injury means harm other than **advertising injury** or **bodily injury** arising out of one or more of the following offences committed in the course of the **business**:

- 17.78.1 false arrest;
- 17.78.2 detention or imprisonment;
- 17.78.3 malicious prosecution;
- 17.78.4 wrongful entry into, or eviction of a person from a room, dwelling or premises that the person occupies;
- 17.78.5 invasion of the right of privacy;

17.79 Personal money

Personal money means cash, cheques, postal orders, unused postage stamps, savings stamps and certificates, premium bonds, luncheon and gift vouchers, season tickets, travel tickets, traveller's cheques, and phone cards all held for social, domestic or charitable purposes.

17.80 Policy

Policy means this document, the **schedule** (including any **schedules** issued in substitution) and any endorsements attaching to this document or the **schedule** that will be considered part of the legal contract and any word or expression in bold type face on any of these documents will bear the specific meaning stated in these definitions.

17.81 Pollutant

Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed.

17.82 Pollution

Pollution means:

- 17.82.1 the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **pollutants** at any time;
- 17.82.2 any cost, expense, claim or **suit** arising out of any request, demand or order as a result of actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **pollutants** at any time that the **insured** or any **other insured party** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralise or in any way respond to, or assess the effects of **pollutants**.

17.83 Premises

For **insured sections A – C**; premises means the land occupied by the **insured** for the purpose of the **business** at an address(es) specified in the **schedule**.

For **insured sections F - J**; premises means the buildings or land that are owned, leased, hired or tenanted by or on loan to the **insured** for the purpose of the **business**.

17.84 Preventative costs

Preventative costs means sums that the **insured** is liable to pay for prevention of imminent threat of environmental damage as provided for in any **United Kingdom** law implementing the EU Environmental Liability Directive.

17.85 Product

Product means any property (including packaging, containers, labels and instructions for use) after it has left the custody or control of the **insured** which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the **insured**.

17.86 Property insured

Property insured means tangible property described in the **schedule** to this **policy** that includes a specific **sum insured** or **limited of liability** against each or all of them and more specifically defined herein.

17.87 Proposal

Proposal means any information supplied by or on behalf of the **insured**, deemed to be a completed proposal form and medical questionnaire and other relevant information that the **insurer** may require.

17.88 Rate of gross profit

Rate of gross profit means the rate of gross profit earned, **trend adjusted**, on the **turnover** during the financial year immediately before the date of the **damage**.

17.89 Rent

Rent means the **money** paid or payable to the **insured** for rent and other charges and for services rendered in the course of the **business** at the **premises**.

17.90 Rent receivable

Rent receivable means the amount of the rent received or receivable from the letting of the property at the **premises**.

17.91 Representative

Representative means the lawyer, accountant or other suitably qualified person whom **DAS** appoint to act for an **insured person** in accordance with the terms of **insured section E**.

17.92 RIDDOR

RIDDOR means the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.

17.93 Schedule

Schedule means the document titled schedule that includes the name and address of the **insured**, the premium and other variables to this standard **policy** (including endorsement clauses) and is incorporated in this **policy** and accepted by the **insured**. Schedules may be re-issued from time to time where each successor overrides the earlier document.

17.94 Specified working expenses

Specified working expenses means:

- 17.94.1 purchases (less discounts received);
- 17.94.2 discounts allowed;
- 17.94.3 carriage, packing and freight.

17.95 Standard gross revenue

Standard gross revenue means the **gross revenue, trend adjusted**, during that period in the twelve (12) months immediately before the date of the **damage** which corresponds with the **indemnity period**.

17.96 Standard rent receivable

Standard gross revenue means the **rent receivable, trend adjusted**, during the period in the twelve (12) months immediately before the date of the **damage** which corresponds with the **indemnity period**.

17.97 Standard turnover

Standard turnover means the **turnover, trend adjusted**, during that period in the twelve (12) months immediately before the date of the **damage** which corresponds with the **indemnity period**.

17.98 Stock and materials in trade

Stock and materials in trade means stock and materials in trade including work in progress and contents of storage tanks at the **premises** the property of the **insured** or held by them in trust or on commission for which they are responsible, excluding property more specifically insured.

17.99 Stock debris removal

Stock debris removal means **costs and expenses** necessarily incurred by the **insured**, with the consent of the **insurer**, in removing debris of the **stock and materials in trade damaged** by any **insured peril**. The **insurer** will not pay for any costs or expenses incurred

- 17.99.1 in removing debris except from the site of such **damage** and the area immediately adjacent to such site,
- 17.99.2 arising from **pollution** or contamination of property not insured by this policy.

17.100 Suit

Suit means a civil proceeding in which damages to which this insurance applies are alleged, including

- 17.100.1 an arbitration proceeding in which such damages are claimed and to which an **other insured party** must submit or does submit with the **insurer's** consent; or
- 17.100.2 any other alternative dispute resolution proceeding in which such damages are claimed and to which an **other insured party** submits with the **insurer's** consent.

17.101 Sum insured

Sum insured means the sum specified as the sum insured in the **schedule**.

17.102 Temporary total disablement

Temporary total disablement means the **insured party** being totally disabled and prevented from attending to the whole of his business or **occupation** as a result of **injury** not being **permanent total disablement**, loss of limbs or sight as otherwise defined in the scale of compensation or table of **benefits** as applicable.

17.103 Territorial limits

17.103.1 Territorial limits means the **United Kingdom**.

17.103.2 For **insured section E**, **sub-section B Contract disputes** and **sub-section C Bodily injury**.

The **territorial limits** shall mean the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

17.103.3 For all other sections of **insured section E** except where stated otherwise the **territorial limits** shall mean the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

17.104 Terrorism

17.104.1 For **insured sections A - C**, terrorism means for all territories other than England, Wales and Scotland;

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

- a) endangers life other than that of the person committing the action; or
- b) involves violence against one or more persons; or
- c) involves **damage** to property; or
- d) creates a risk to health or safety of the public or a section of the public; or
- e) is designed to interfere with or to disrupt an electronic system.

17.104.2 For England, Wales and Scotland:

An act of terrorism includes any act of any 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

17.104.3 For **insured sections D, E, F, G, H, I and J** terrorism means:

an activity that involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure, or a threat thereof; and appears to be intended to

- a) intimidate or coerce a civilian population, or
- b) disrupt any segment of the economy of a government de jure or de facto, state, or country, or
- c) overthrow, influence, or affect the conduct or policy of any government de jure or de facto by intimidation or coercion, or
- d) affect the conduct or policy of any government de jure or de facto by mass destruction, assassination, kidnapping or hostage-taking.

17.105 Transit

Transit means being carried to its destination, but outside the **premises**, by any vehicle including trailers and containers and whether the **insured's** vehicle or by road haulage and or post or parcel post or rail including:

17.105.1 conveyance by canal craft, sea going vessel and aircraft,

17.105.2 loading and unloading, and

17.105.3 while temporarily housed in the course of being carried to its destination.

17.106 Trend adjusted

Trend adjusted means adjustments will be made to figures as may be necessary to provide for the trend of the **business** and for variations in or 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 will represent as nearly as may be reasonable practicable the results which but for the **damage** would have been obtained during the relative period after the **damage**.

17.107 Turnover

Turnover means the money paid or payable to the **insured** for goods sold and delivered and for services rendered in the course of the **business** at the **premises**.

17.108 United Kingdom

United Kingdom means Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

17.109 Unoccupied

Unoccupied shall mean when the **home** has not been lived in by the **insured** or **insured's family** or by anyone with the **insured's** permission, for more than 60 days in a row. Lived in means slept in frequently.

17.110 Valuables

Valuables means stamp, coin or medal collections, antiques (not including furniture), collectables, pictures, other works of art, items of gold, silver or other precious metals, jewellery, watches and furs.

17.111 Virus or similar mechanism

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

17.112 War

For **insured sections A – C** war means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power, nationalisation, requisition, sequestration or confiscation by order of any public authority or government de jure or de facto or martial law but not including **terrorism**.

For **insured sections D– J** war means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law but not including **terrorism**.

17.113 Work away

Work away means work, operations, installation or services performed by or on behalf of the **insured** but not on **premises**.

17.114 You, Your

You or your shall mean the individual policyholder which has taken out the **policy** and is named in the **schedule**.

18 Complaints

18.1 What the insured should do?

The **insurer** strives to provide an excellent service to all its customers but occasionally things can go wrong. The **insurer** takes all complaints seriously and endeavours to resolve all customers' problems promptly. If the **insured** has a question or complaint about this insurance or the conduct of its intermediary they should contact that intermediary in the first instance.

If the **insured** wishes to contact the **insurer** directly the **insured** should write to the complaints address shown in the **schedule**. Please quote the **policy** number or claim number as appropriate in any correspondence.

If, after making a complaint, the **insured** feels that the matter has not been resolved to its satisfaction then if the **insured** is an eligible complainant the **insured** may contact: The Financial Ombudsman Service, South Quay Plaza 2, 183 Marsh Wall, Docklands, London E14 9SR.

Making a complaint to the Financial Ombudsman Service (FOS) does not affect the **insured's** rights under this **policy**, but if the **insured** is not an eligible complainant then the informal complaint process ceases.

If your complaint relates to an issue under Insured section E, the following is relevant:

DAS will always try to give **you** a quality service. If **you** think **DAS** have let **you** down, please write to **DAS** Customer Relations Department at their Head Office address shown below.

Or **you** can phone **DAS** on 0117 934 0066 or email **DAS** at customerrelations@das.co.uk

Details of **DAS** internal complaint handling procedures are available on request

DAS Head and Registered Office is:

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

If **you** are still not happy, **you** can contact the Insurance Division of the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London, E14 9SR. They can also be contacted by telephone on 0845 080 1800. Their website is at www.financial-ombudsman.org.uk

(Using these services does not affect **your** right to take legal action.)

18.2 About the Financial Ombudsman Service (FOS)

18.2.1 Eligible complainants are a

- a) private policyholder, or
- b) commercial policyholder or charity with a turnover under GBP1m, or
- c) trust with assets under GBP1m

18.2.2 The FOS will only consider a complaint if the insured is an eligible complainant and if:

- a) the **insurer** has been given an opportunity to resolve it and
- b) the **insurer** has sent the **insured** a final response letter and the **insured** has referred its complaint to the FOS within six (6) months of the **insurer's** final response letter or

- c) the **insurer** has not responded to the **insured's** complaint with a decision within forty (40) days.

18.3 Financial Services Compensation Scheme

The Company Market and Lloyd's underwriters are covered by the Financial Services Compensation Scheme. The **insured** may be entitled to compensation from the Scheme if the **insurer** is unable to meet its obligations under this contract.

Entitlement to compensation under the Scheme depends on the type of **business** and circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme 7th floor, Lloyds Chambers, Portsoken Street, London E1 8BN or from their website (www.fscs.org.uk).