

policy document

LIVERY GUARD



INSURANCE PROVIDED BY

INSURANCE ARRANGED BY



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Introduction

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

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

How we will use your data

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

Claims enquiries

For claims other than Domestic legal expenses claims call:

0845 603 8381

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

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

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

Emergency Glass Helpline

This helpline is available 24 hours a day 365 days a year for all our policyholders.

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

Emergency glass replacement

0800 474747

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

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

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

Your Livery Guard policy

Preamble

The Insurers and the Insured named in the schedule agree the following

- (1) the application or proposal form or any other information supplied shall be incorporated into the contract
- (2) this policy document the schedule (including any replacement schedule) and any endorsement shall together form the policy and be considered as one document
- (3) the Insured will pay the premium
- (4) the Insurers will subject to the terms and conditions of this policy provide insurance under the sections specified in the schedule during the period of insurance or any subsequent period for which the Insured shall pay and the Insurers shall accept the renewal premium
- (5) this policy (other than the Domestic Legal expenses section) shall be governed by and construed in accordance with the law of England and Wales unless the Insured's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply
- (6) a person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act

General definitions

Each time the following appear in bold italic type (or in capital letters in the schedule) they will take the meaning shown below unless specifically defined in a policy section

If they are not highlighted the everyday meaning will apply

Asbestos

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

Business

means the business of the **Insured** as stated in the schedule

Company/we/our/us

means Ecclesiastical Insurance Office plc

Computer hacking

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

Damage

means physical loss destruction or damage

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

This includes but is not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks

Excess

means the first amount of each and every loss (after applying any adjustment for underinsurance) up to the amount set out in the schedule to this policy relevant to that loss

Geographical limits

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

Horse(s)

means any privately owned horse donkey mule ass or jennet used in connection with the **business** and shall include any dog cattle or sheep or any other animal used in connection therewith provided that the use of such other animals is incidental to **your** main **business**

Insured/you/your

means the Insured shown in the schedule

Premises

means that part of the buildings and grounds at the addresses shown in the schedule owned or occupied by **you** in connection with the **business**

Terrorism

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

Unoccupied

means vacant untenanted or not in use

Virus or similar mechanism

means program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not

This includes but is not limited to Trojan horses worms and logic bombs

General exclusions

This policy does not cover the following

1 Excess

any **excess**

2 Other insurances

property more specifically insured under another policy

3 Radioactive contamination

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

directly or indirectly caused by or contributed to by

- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (ii) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (iv) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter
The exclusion in this sub-clause does not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared carried stored or used for commercial agricultural medical scientific or other similar peaceful purposes
- (v) any chemical biological biochemical or electromagnetic weapon

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

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

4 War risks

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

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

5 Date recognition

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

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

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

Definitions specific to this exclusion

Computer

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

Defined peril

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

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

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

6 Terrorism

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

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

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

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

General conditions

1 Misrepresentation and misdescription

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

2 Reasonable care

You shall

- (a) take all reasonable precautions to prevent **damage** accident illness and disease
- (b) exercise reasonable care in seeing that all statutory and other obligations and regulations are observed and complied with
- (c) maintain the **premises** works machinery and plant in sound condition

If any defect is discovered by complaint or otherwise **you** shall take immediate steps to remedy the defect and in the meantime take such temporary precautions as the circumstances may require

3 Unoccupied buildings

When a building or part of a building insured by this policy becomes **unoccupied** or when an **unoccupied** building or part of a building is again occupied it is a condition of this policy that **you** tell **us** immediately

Upon any alteration as described above **we** shall be entitled to cancel the policy or impose special terms or charge an additional premium but in any event from the time of alteration until **we** advise **you** of **our** decision the insurable events under the Commercial Property damage section in respect of any **unoccupied** building are restricted to Fire lightning and explosion and Aircraft

For the Domestic property section of this policy **we** do not regard periods of up to 60 days temporary absence as constituting unoccupancy

4 Alteration of risk

If after the commencement of this insurance

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

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

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

This condition does not apply where buildings become **unoccupied** as this is dealt with under the 'Unoccupied buildings' general condition

5 Multiple insurances

(a) All sections except those detailed separately below

If at the time any claim arises under this policy there is any other insurance in force whether effected by **you** or not covering the same **damage** loss expense or liability **we** shall not be liable for more than **our** rateable proportion

If such other insurance is subject to any condition of underinsurance this policy if not already subject to any condition of underinsurance shall be subject to that condition of underinsurance in like manner

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

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

6 Fraudulent claims

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

7 Arbitration

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

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

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

8 Cancellation

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

You have 14 days from receiving the policy to write to the sender confirming that **you** do not wish to continue

No charge will be made and any premium **you** have already paid will be refunded

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

If **you** do not cancel the policy within the 14-day cooling-off period mentioned above the policy is in force and **you** are committed to pay the premium

However **you** can still cancel the policy providing **you** give **us** notice in writing

As long as **you** have not made a claim **you** will receive a refund of the part of **your** premium which covers the cancelled period, providing this exceeds £15

If **you** have made a claim then the full annual premium is due

(c) Our right to cancel

In circumstances other than those in the Alteration of risk condition **we** have the right to cancel the policy by giving **you** seven days' notice in writing sent by recorded delivery to **your** last known address

As long as **you** have not made a claim **we** will refund the part of **your** premium which covers the cancelled period

If **you** have made a claim then the full annual premium is due

9 Adjustment of premium

If any part of the premium has been calculated on estimates **you** shall within 30 days from the expiry of each period of insurance supply to **us** such information as **we** may require

The premium for such period will be adjusted and the difference paid by or allowed to **you** subject to any minimum premium

10 Long-term agreement

Where shown in the schedule that a discount of premium is allowed in consideration of **you** having made an agreement to offer annually certain insurances under this policy on the terms in force at the expiry of each period of insurance and to pay the premium annually in advance it is understood that

- (a) **we** shall be under no obligation to accept an offer made in accordance with the above-mentioned agreement
- (b) the sum insured may be reduced at any time to correspond with any reduction in value or variation in the **business**

This agreement shall apply to any policy or policies which may be issued by **us** in substitution for this policy and the same discount shall be allowed from the corresponding premium for any substituted policy or policies issued by **us**

11 Security

It is a condition of **our** liability for **damage** at or to the **premises** caused by theft or attempted theft that all locks bolts and other protective devices fitted to the **premises** be put into full use whenever the **premises** are closed for business and are not attended by **you** or an authorised person for the purpose of the **business**

In this condition the words 'business portion of the **premises**' are substituted for '**premises**' when part of the **premises** is occupied residentially by **you** or an authorised person

Additional security conditions may apply if so these will be detailed on **your** policy schedule

Claims conditions

Your duties

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

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

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

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

Our rights

We may

- (a) start take over defend and conduct any legal action in **your** name
- (b) prosecute in **your** name for **our** benefit any claim for indemnity or damages
We will have full discretion in the conduct and settlement of any such action
- (c) enter any building where **damage** has occurred and take and keep possession of any property insured by this policy
We will not accept property abandoned to **us**
This policy shall be proof that **you** have authorised **our** rights under this condition
- (d) at any time pay to **you** the limit of indemnity
 - (i) in the case of Employers' liability or Prosecution defence cost claims less any amount already paid or incurred
 - (ii) in the case of Public and products liability claims less any amount already paid or incurred as damages
or any lesser amount for which at **our** discretion any claim or claims can be settled

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

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

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

1 Commercial property damage

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

Definitions

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

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

Buildings

means the buildings at the **premises** including landlord's fixtures and fittings outbuildings walls gates and fences piping ducting cables wires and associated control gear and accessories on the **premises** and extending to the public mains but only to the extent of **your** responsibility fixed aerials and satellite dishes wind turbines fixed to the buildings solar panels yards car parks roads and pavements storage tanks artificial playing surfaces swimming pools and associated apparatus

Bridges land piers jetties culverts and excavations are excluded unless specifically mentioned in this policy

Unless stated otherwise buildings are brick stone or concrete built and roofed with slates tiles concrete metal asphalt or sheets or slabs composed of incombustible mineral ingredients

Contents

means business equipment computers plant machinery furniture fixtures and fittings consumable stock not for sale and all other contents belonging to **you** or for which **you** are legally responsible or which are entrusted to **you** contained in the **premises** and elsewhere as stated in this policy and the schedule

Contents includes the following property only to the extent stated

- (1) the cost of materials labour and computer time in reproducing
 - (a) documents manuscripts and business books
 - (b) patterns models moulds plans and designs
 - (c) computer systems records for an amount not exceeding 5% of the contents item sum insured
 but not any cost in connection with producing information to be recorded or the value of the information to **you**
- (2) prints paintings drawings pieces of tapestry sculptures or other works of art for an amount not exceeding £5,000 any one item
- (3) the **personal belongings** of the following whilst contained in the **premises**
 - (a) directors officials partners employees for an amount not exceeding £2,500 per person
 - (b) visitors for an amount not exceeding £500 per person
 - (c) other persons as shown in the schedule up to the limit shown for any one person

In addition to the above personal money is covered up to £100 per person

Excluding

- (i) **stock** intended for sale
- (ii) landlord's fixtures and fittings
- (iii) cash or money instruments of any description whether negotiable or non-negotiable (other than personal money previously mentioned)
- (iv) jewellery precious stones precious metals bullion furs curiosities or rare books
- (v) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
- (vi) living creatures trees shrubs plants or other vegetation

- (vii) explosives
- (viii) any other property more specifically insured

Defined perils

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

Item(s) insured

means the items insured as set out in the Commercial Property damage section of the schedule to this policy

Personal belongings

means clothing and personal articles worn used or carried about the person excluding bankers' cards credit and debit cards and any belongings otherwise insured

Stock

means stock (other than consumable stock not for sale) materials in trade and work in progress belonging to **you** or for which **you** are legally responsible or which are entrusted to **you** whilst at the **premises** including its open yards and spaces and elsewhere as stated in this policy and the schedule

Cover

We will indemnify **you** (by payment up to the value of the **items insured** at the time of the **damage** or at **our** option by repair reinstatement or replacement) in respect of **damage** to the **items insured** by any cause not specifically excluded happening during the period of insurance

Our maximum liability

- (1) for
 - (i) fixtures including fixed floodlighting and external lighting security equipment fixed to the exterior of the **buildings** or in the grounds of the **premises**

- (ii) groundsmen's equipment in the grounds of the **premises**
 - (iii) fixed or unfixed equipment garden decorations and ornaments monuments memorials statues bridges and garden furniture in the grounds of the **premises** (other than provided by (i) and (ii) above)
 - (iv) for signs and nameplates positioned outside but in the immediate vicinity of the premises
- shall be in the aggregate £20,000 for any one period of insurance

- (2) shall not exceed the sum insured for each item nor in all the total sum insured under the section in any one period of insurance

Exclusions

We shall not be liable in respect of

- (1) **damage** to **items insured** caused by or happening through
 - (a) inherent vice latent defect gradual deterioration wear and tear its own faulty or defective design or materials faulty or defective workmanship
 - (b) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin insects change in temperature colour flavour texture or finish
 - (c) **damage** attributable solely to change in the water table level
 - (d) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates other than as provided for by extension 16 Freezer contents
 - (e) atmospheric and climatic conditions (other than storm or flood)

- (f) undergoing any process of cleaning dyeing restoration production packing treatment testing commissioning servicing or repair
- (g) confiscation or destruction or requisition by order of the government or any public authority but this shall not exclude subsequent **damage** which itself results from a cause not otherwise excluded
- (2) **damage** caused directly by or consisting of
- (a) subsidence ground heave or landslip unless it results from a **defined peril** (other than storm or flood) and is not otherwise excluded
- (b) normal settlement or bedding down of new structures
- (c) coastal or river erosion
- (3) **damage** caused by pollution or contamination other than provided for under the Loss of oil gas or water extension of this section but this shall not exclude **damage** to the property insured caused by
- (a) pollution or contamination which itself results from a **defined peril**
- (b) a **defined peril** which itself results from pollution or contamination
- (4) **damage** caused by the bursting of a boiler economiser vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under **your** control other than a boiler used for domestic purposes only
- (5) **damage** to electrical bulbs or tubes unless the signs in which they are contained are damaged at the same time
- (6) consequential loss of any kind
- (7) **damage** to any **building** or structure caused by its own collapse or cracking unless it results from a **defined peril** and is not otherwise excluded
- (8) **damage** caused by storm and flood to
- (a) any moveable property in the open except for
- (i) groundsmen's equipment in the grounds of the **premises**
- (ii) fixed or unfixed equipment garden decorations and ornaments monuments memorials statues bridges and garden furniture in the grounds of the **premises**
- (iii) signs and nameplates positioned outside but in the immediate vicinity of the **premises**
- (b) fences and gates
- (9) **damage** caused by or arising from theft or attempted theft
- (a) unless
- entry to or exit from the buildings of the **premises** is by forcible and violent means or
- following actual or threatened assault or violence
- (b) to the **buildings** other than as provided for by the Theft damage to the buildings extension
- (c) of property in the open except for
- (i) groundsmen's equipment in the grounds of the **premises**
- (ii) fixed or unfixed equipment garden decorations and ornaments monuments memorials statues bridges and garden furniture in the grounds of the **premises**
- (iii) signs and nameplates positioned outside but in the immediate vicinity of the **premises**
- (d) where **you** or any permanent member of **your** household or any of **your** directors or employees are concerned as principal or accessory

- (10) **damage** to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether **your** property or not where such **damage** is caused by **virus or similar mechanism** or **computer hacking** or **denial of service attack**
- (11) **damage** arising directly or indirectly from disappearance unexplained or inventory shortage misfiling or misplacing of information
- (12) **damage** to wind turbines unless resulting from a **defined peril**
- (13) **damage** to any electrical plant or apparatus caused by self-ignition but this exclusion shall apply only to that part of the electrical plant or apparatus in which self-ignition occurs
- (14) **damage** to or theft of any **horse** or livestock

Extensions

The insurance by this section is extended to include the following

1 Non-invalidatio

The cover by this section shall not be invalidated by any act or omission or any alteration whereby the risk of **damage** is increased unknown to **you** or beyond **your** control provided that **you** immediately on becoming aware of this give notice to **us** and pay an additional premium if required

2 Reinstatement of sum insured

Not applicable to any limits in the extensions to this section

In consideration of **your** agreement to pay such additional premium as may be

required **we** will automatically reinstate the sum insured in full after **damage** has occurred

Provided that

- (a) **we** have not given **you** notice within 30 days of **you** reporting the **damage** to **us** that **we** will not reinstate the sum insured
- (b) in respect of **damage** by theft or attempted theft reinstatement will only apply subject to **you** completing any improvements to the security precautions at the **premises** that **we** may require

3 Fees

If the **buildings** are insured architects' surveyors' consulting engineers' and legal fees necessarily and reasonably incurred in the reinstatement of the property insured consequent upon its **damage** by any cause insured under this policy but not for preparing any claim it being understood that the amount payable for such **damage** and fees shall not exceed the sum insured by each item

4 Removal of debris

Costs and expenses necessarily incurred by **you** with **our** consent in

- (a) removing debris
 - (b) dismantling and/or demolishing
 - (c) shoring up or propping
- of the portion or portions of the property insured by the said items destroyed or damaged by any cause insured under this policy it being understood that the amount payable for such **damage** and costs incurred under (a) (b) and (c) shall not exceed the sum insured by each item

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

Provided that

- (1) the trees have fallen as a result of a cause insured under this policy and
- (2) the buildings of the **premises** are damaged by the same cause occurring at the same time and a claim for this **damage** has been admitted by **us**

We will not pay for any costs or expenses

- (i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site
- (ii) arising from pollution or contamination of property not insured by this policy

5 European Union and Public Authorities including undamaged portions

If the **buildings** are insured such additional cost of reinstatement of the destroyed or damaged property as may be incurred solely by reason of the necessity to comply with the stipulations of

- (1) European Union legislation or
- (2) building or other regulations under or framed in pursuance of any Act of Parliament or byelaws of any public authority (hereinafter referred to as 'the Stipulations')

excluding

- (a) the cost incurred in complying with the Stipulations
 - (i) in respect of **damage** occurring prior to the granting of this extension
 - (ii) in respect of **damage** not insured by this policy
 - (iii) under which notice has been served upon **you** prior to the happening of the **damage**
 - (iv) for which there is an existing requirement which has to be implemented within a given period

- (b) the additional cost that would have been required to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- (c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner of the property by reason of compliance with the Stipulations

Special conditions applicable to extension 5

1. The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the **damage** or within such further time as **we** may allow (during the said 12 months) and may be carried out upon another site (if the Stipulations so necessitate) subject to **our** liability under this extension not being thereby increased
2. If **our** liability under the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy then **our** liability under this extension (in respect of any such item) shall be reduced in like proportion
3. The total amount recoverable under any item of the policy under this extension shall not exceed
 - (a) 15% of its sum insured
 - (b) where the sum insured by the item applies to property at more than one **premises** 15% of the total amount for which **we** would have been liable had the property insured by the item at the **premises** where **damage** has occurred been wholly destroyed
4. The total amount recoverable under any item of the policy shall not exceed its sum insured

5. All the terms of this policy except insofar as they may be expressly varied shall apply as if they had been incorporated herein

6 Capital additions

Under the buildings and contents items

- (a) alterations and additions to the property insured but not in respect of any appreciation in value
- (b) newly acquired property so far as it is not otherwise insured anywhere in the **geographical limits**

Provided that

- (i) at any one situation this cover shall not exceed 10% of the total sum insured on such property or £500,000 in respect of both **buildings** and **contents** whichever is the less
- (ii) **you** undertake to give details of such extension of cover as soon as practicable and to effect specific insurance thereon and pay such additional premium as may be required from inception of the cover

7 Emergency services damage to the grounds

Damage caused by the emergency services to the grounds of the **premises** for which **you** are responsible excluding Police raids

8 Loss of oil gas or water

- (a) loss of oil gas or metered water from the water or heating system following **damage** to that system
- (b) the cost of replacing liquid petroleum gas or oil following accidental discharge from the storage container at the **premises**
- (c) the cost of decontaminating the grounds of **your premises** following accidental discharge of oil from any oil fired heating installation or storage tank

The most **we** will pay under (a) or (b) is £5,000 any one claim

The most **we** will pay under (c) is £25,000 any one claim

9 Sale of the building

If the **buildings** are insured the interest of the purchaser in the insurance by this section for the period from the written offer and acceptance or exchange of contracts until completion of the sale is noted

Provided that

- (a) the **building** is not insured elsewhere for the benefit of the purchaser
- (b) the purchaser complies with and is bound by the terms of the policy

10 Temporary removal

Contents while temporarily removed for cleaning renovation repair or other similar purpose to any other premises and in transit between such locations in the **geographical limits**

11 Documents removal

If **contents** are insured the reasonable costs of reinstating documents manuscripts business books patterns models moulds plans designs and computer systems records following **damage** while temporarily removed to any premises not occupied by **you** or in transit by road rail or inland waterway

Excluding **damage**

- (a) that occurs during temporary removal or transit outside the European Union
- (b) recoverable under any other insurance
- (c) caused by theft or attempted theft but this exclusion will not apply where the theft or attempted theft takes place from a building and entry to or exit from the building is by forcible and violent means or involves actual or threatened assault or violence or where the theft or attempted theft takes place from a motor vehicle and

- (i) the vehicle is locked at all points of access and
- (ii) there are visible signs of forcible and violent entry to the vehicle and
- (iii) the property (unless permanently fixed in position) is out of sight in a locked compartment or locked boot within the vehicle

Limit

10% of the relevant **contents** sum insured for all claims in any one period of insurance

12 Exhibitions and trade fairs

Damage to material property while at exhibitions and trade fairs including transit anywhere in the European Union (including sea transit within the European Union territories on recognised passenger and freight carriage routes unless more specifically insured) except that **we** will not be liable for **damage**

- (a) to livestock and **horses**
- (b) caused by theft by an **employee** either as a principal or accessory
- (c) resulting directly from defective packing faulty assembly or dismantling
- (d) recoverable under any other insurance or in any other way
- (e) caused by theft or attempted theft but this exclusion will not apply where the theft or attempted theft takes place from a building and entry to or exit from the building is by forcible and violent means or involves actual or threatened assault or violence or where the theft or attempted theft takes place from a motor vehicle unless
 - (i) the vehicle is locked at all points of access and
 - (ii) there are visible signs of forcible and violent entry to the vehicle and
 - (iii) the property (unless permanently fixed in position) is out of sight in a locked compartment or locked boot within the vehicle

Limit

£10,000 any one claim

13 Temporary stock removal

Damage to **stock** while temporarily removed from the **premises** elsewhere on the same or to any other premises except that **we** will not be liable for

- (a) temporary removal outside the **geographical limits**
- (b) transit of the **stock**
- (c) **damage** by theft or attempted theft but this exclusion will not apply where the theft or attempted theft takes place from a building and entry to or exit from the building is by forcible and violent means or involves actual or threatened assault or violence
- (d) **damage** recoverable under any other insurance or in any other way

Limit

25% of the sum insured applicable to each item of **stock** or £20,000 whichever is the lesser to an aggregate of £50,000 for all claims in any one period of insurance

14 Damage to the buildings by theft

- (a) If **buildings** are insured repairs to the **buildings** following theft or attempted theft of the fabric of the **buildings** excluding external metal up to £5,000 any one claim
- (b) If **buildings** are insured repairs to the **buildings** following theft or attempted theft of external metal up to £5,000 in any one period of insurance
- (c) If **contents** are insured **damage** which **you** are legally responsible for to the **buildings** caused by theft or attempted theft of **contents** for an amount not exceeding £25,000 any one claim
- (d) **Damage** to property insured directly caused as a result of the entry of rainwater following the theft or attempted theft of the fabric of the

buildings including external metal up to £5,000 any one claim

Provided that theft or attempted theft is not an excluded cause

15 Loss or theft of keys

If **contents** are insured the reasonable costs incurred in gaining access to the **premises** and/or replacing locks at the **premises** including locks of safes or strongrooms in the **premises** if keys are stolen or lost

Provided that theft or attempted theft is not an excluded cause

Limit
£5,000 any one claim

16 Freezer contents

If **contents** are insured **damage** to the **contents** of chill or deep freeze food units as a result of failure of the unit failure of the electricity or gas supply or contamination from refrigerant or refrigerant fumes

In addition **we** will pay if incurred the necessary and reasonable cost of hiring temporary alternative freezing space

Excluding

- (a) **damage** caused by **your** failure to pay for the electricity or gas supply
- (b) **damage** to freezer contents where the freezer or compressor is more than 15 years old unless the refrigeration unit is the subject of a current manufacturer's guarantee or an annual maintenance contract

Limit
£5,000 for the contents of any unit

17 Trace and access

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

Limit
£50,000 any one claim

18 Underground pipes and cables

Damage to underground pipes and cables where **you** are liable for repairs as tenant

19 Extinguisher and alarm re-setting expenses

The reasonable costs incurred by **you** in refilling fire extinguishing appliances replacing sprinkler heads and resetting fire or intruder alarm systems solely in consequence of their activation following **damage** to property insured by this section

20 Sprinkler upgrade costs

The additional costs incurred in upgrading an automatic sprinkler installation to the current Loss Prevention Council Rules (only when the upgrade is imposed upon **you** by **us**) following **damage** to the **buildings** provided that at the time of **damage** the installation conformed to the Rules for Automatic Sprinkler Installations as issued by the Loss Prevention Council and current at the time of installation but did not conform to subsequent amendments to those Rules

21 Clearing of drains

The reasonable costs incurred by **you** for cleaning or repairing drains gutters sewers and the like for which **you** are responsible incurred as a direct result of insured **damage**

Limit

£50,000 any one claim

22 Bequeathed property

Damage to material property anywhere in the **geographical limits** bequeathed to **you**

Cover is operative from the commencement date of **your** interest in the material property

Within three months of legal title of such property passing to the **Insured you** must either notify **us** about the property and arrange for it to be specifically insured by this policy or arrange for it to be insured elsewhere

If **you** arrange to insure such property with **us** any additional premium payable shall be calculated from the date the legal title of the property passed to **you**

Limit

£50,000 any one bequest (single article limit £5,000) other than **buildings** for which the limit shall not exceed 10% of the buildings sum insured or £250,000 whichever is the less

Excluding

- (i) motor vehicles licensed for road use or their accessories trailers caravans watercraft or aircraft
- (ii) property insured under any other policy
- (iii) cash or money instruments of any description whether negotiable or non-negotiable

23 Temporary stock increase

An additional £10,000 for additional **stock** consumable stock not for sale and provisions **you** have purchased for any exhibition festival or fund-raising event

24 Stock in transit

Stock whilst in transit by any road vehicle operated by **you** anywhere in the **geographical limits**

Limit

£1,000 any one claim

25 Minor contract works

Explanatory notes (not forming part of the policy)

- 1 This extension only applies if the buildings are insured under the section against all of the specified perils as defined below
- 2 If you have decided not to include the Act of Terrorism extension under your policy then the full insurance requirements of the building contract will not be met – to help we can extend your insurance to include Act of Terrorism or you can ask your architect to reduce the requirements of the building contract with the agreement of all parties
- 3 Please remember that if your policy is not renewed with us then there will be no cover for the building works if they should continue beyond the period of cover

Definitions specific to extension 25

All risks

means all risks of **damage** other than as specifically excluded by this section of the policy

Contractor(s)

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

Contract works

means the permanent works and the temporary works executed in performance of the **insured contract**

Insured contract

Any JCT minor standard or intermediate building contract in which the employer is required to take out a joint names policy provided that the value of the contract does not exceed £100,000

Also any similar contract with **our** agreement

In the case of separate contracts relating to one project at the **premises** the limit of £100,000 referred to above relates to the total value of all the contracts involved

Site materials

means all unfixed materials and goods delivered to placed on or adjacent to the **contract works** and intended for incorporation within the **contract works**

Specified perils

means fire lightning explosion storm tempest flood escape of water from any water tanks apparatus or pipes aircraft and other aerial devices or articles dropped from them riot civil commotion and earthquake

Cover

In respect of repairs alterations and/or extensions to existing building structures this section extends to cover **your** insurance obligations as employer for **specified perils** or **all risks** as required by the **insured contract**

For the purposes of this extension and for the period of the **insured** contract the insurance for

- (a) the existing structures and any contents for which **you** are responsible
- (b) the **contract works** and **site materials**

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

Excluding

damage by **terrorism** unless **you** insured Act of Terrorism under this section of the policy and paid the appropriate additional premium

Amount payable

We will indemnify **you** (by payment or at **our** option by repair reinstatement or replacement) subject to **our** liability inclusive of all professional fees and VAT where applicable not exceeding

- (a) for existing structures and contents for which **you** are responsible the sums insured by the relevant building and contents items at the time of the **damage**
- (b) £100,000 in respect of the **contract works** and **site materials**

Notwithstanding anything contained within the General Condition Alteration of risk the erection of scaffolding in connection with the cover provided under this extension is deemed not to constitute an alteration in risk

Off-site storage

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

Limit

£7,500 any one storage site

Exclusions applicable to extension 25

We shall not be liable for **damage** to

- (a) deeds bonds bills of exchange promissory notes cash bank notes cheques securities for money or stamps
- (b) any craft designed to travel in on or through water air or space
- (c) any mechanical plant and equipment
- (d) any property (including that being altered or repaired) which already existed at the time of the commencement of the **insured contract** other than **site materials**
- (e) the permanent works or any part thereof in respect of which a certificate of completion has been issued by or to the **Insured** or which has been completed and handed over to or taken into use with the permission of the **Insured** for a purpose other than for the performance of the **insured contract**
- (f) penalties under the **insured contract** for delay or non-completion or consequential loss of any nature except as specifically provided for under this extension

26 Property away from the premises (applicable to the items specifically stated in the schedule)

Where 'Unspecified Items' is shown in the schedule the following limits apply

£5,000 for all claims in any one period of insurance

Contents other than **personal belongings**
£1,000 for any one item

Personal belongings belonging to persons detailed in **contents**

£500 for any one person

£250 for any one item

The insurance by any item to which this extension applies is for accidental **damage** to the items insured situated anywhere in the area covered (as shown in the schedule) by any cause other than

- (a) **damage** to a trailer or caravan whilst attached to or being towed by a motor vehicle
- (b) **damage** by theft or attempted theft from any unattended vehicle unless
 - (i) the vehicle is locked at all points of access
 - (ii) there are visible signs of forcible and violent entry to the vehicle
 - (iii) the property (unless permanently fixed in position) is out of sight in a locked compartment or locked boot within the vehicle
- (c) **damage** by malicious persons to moveable property left in the open

27 Subsidence (only applicable if stated as insured in the schedule)

Notwithstanding exclusions 2(a) and 7 of this section the insurance in respect of **buildings** is extended to include subsidence or ground heave of any part of the site on which the property stands or landslip excluding **damage**

- (a) to boundary walls gates fences piping ducting cables wires and associated control gear and accessories yards car parks roads and pavements storage tanks artificial playing surfaces and swimming pools patios paved terraces drives other hard standing and footpaths unless also resulting in **damage** to a building insured under this policy
- (b) caused by or consisting of
 - (i) the normal settlement or bedding down of new structures
 - (ii) the settlement or movement of made-up ground
 - (iii) coastal or river erosion

- (c) caused by defective design or workmanship or the use of defective materials
- (d) caused by fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
- (e) which originated prior to the inception of cover
- (f) resulting from
 - (i) demolition construction structural alteration or repair of any property
 - (ii) groundworks or excavation at the same **premises**

Special condition applicable to extension 27

You shall notify **us** immediately **you** become aware of any demolition groundworks excavation or construction being carried out on any adjoining site

We shall then have the right to vary these terms or cancel this cover

28 Act of Terrorism

(only applicable if stated as insured in the schedule)

Explanatory note (not forming part of the policy)

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

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

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

Cover is limited to property situated in Great Britain for the purpose of this insurable event Great Britain means England Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987

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

This extension is not subject to any long-term undertaking which may otherwise apply

The insurance provided by this extension is not subject to any of the exclusions applying to the whole policy except exclusion 4 War Risks and is not subject to any exclusion of **damage** caused by pollution or contamination

Excluding

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

Memoranda

1 Reinstatement of property

We shall not be bound to reinstate exactly or completely any property that is the subject of a claim but only as circumstances permit and in reasonably sufficient manner

We shall not pay out in respect of any one of the items insured more than the sum insured

2 Reinstatement basis of settlement

Applicable unless stated otherwise in the schedule

Subject to the following special conditions the basis upon which the amount payable in respect of property insured under this section (but excluding bed linen **stock** and **personal belongings**) is to be calculated shall be the reinstatement of the property lost destroyed or damaged

For this purpose "reinstatement" means

- (a) the rebuilding or replacement of property lost or destroyed which provided **our** liability is not increased may be carried out
 - (i) in any manner suitable to **your** requirements
 - (ii) upon another site
- (b) the repair or restoration of property damaged

In the case of (a) or (b) to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Special conditions applicable to this memorandum

- 1 If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this memorandum exceeds its sum insured at the time of commencement of any **damage our** liability shall not exceed that proportion of the amount of the **damage** which the said sum insured adjusted for index-linking shall bear to the sum representing the total cost of reinstating the whole of such property at that time
- 2 **Our** liability for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed
- 3 No payment beyond the amount which would have been payable in the absence of this memorandum shall be made
 - (a) unless reinstatement commences and proceeds without unreasonable delay
 - (b) until the cost of reinstatement shall have been actually incurred
 - (c) if the property insured at the time of its **damage** shall be insured by any other insurance effected by **you** or on **your** behalf which is not upon the same basis of reinstatement
- 4 All the terms and conditions of the policy shall apply
 - (a) in respect of any claim payable under this memorandum except insofar as they are varied hereby
 - (b) where claims are payable as if this memorandum had not been incorporated

3 Day One Basis – non-adjustable

This applies if a Day One figure is shown against an item in the schedule

- 1 **You** have agreed the declared value incorporated in each item to which this extension applies and the premium has been calculated accordingly

“Declared value” means **your** assessment of the cost of reinstatement of the property insured (as defined in the Reinstatement memorandum) at the level of costs applying at the inception of the period of insurance (ignoring inflationary factors which may operate subsequently) together with insofar as the insurance by the item provides due allowance for

- (a) the additional cost of reinstatement to comply with the stipulations defined in the European Union and Public Authorities (including undamaged portions) extension
- (b) professional fees
- (c) debris removal costs

- 2 At the inception of each period of insurance **you** shall notify **us** of the declared value of the property insured by each of the said item(s)

In the absence of such declaration the last amount declared by **you** (adjusted to reflect index-linking) shall be taken as the declared value for the ensuing period of insurance

- 3 In respect of each item to which this extension applies the following replaces Special conditions 1 and 4 of the Reinstatement basis of settlement memorandum

- (1) Each item insured under this memorandum is declared to be separately subject to the following condition of underinsurance namely

If at the time of **damage** the declared value of the property covered by such item be less than the cost of reinstatement (as defined in paragraph 1 of the Day One memorandum) at the inception of the period of insurance then **our** liability shall be limited to that proportion thereof which the declared value bears to such cost of reinstatement

- (4) Where by reason of any of the above Special conditions no payment is to be made beyond the amount which would have been payable under the policy if this memorandum had not been incorporated

The rights and liabilities of the **Company** and the **Insured** in respect of the **damage** shall be subject to the terms of the policy including any condition of underinsurance as if this memorandum had not been incorporated except that the sums insured shall be increased in proportion with the additional amount charged in respect of this memorandum

4 Index-linking

Unless the Day One Basis – non-adjustable memorandum applies the sum insured by each **item insured** (but not extension limits) under this section will be adjusted in accordance with suitable indices selected by **us**

The annual renewal premium will be amended accordingly

In the event of **damage** index-linking will continue from the date of **damage** until the resulting claim is settled but **we** will not pay for increased costs which arise due to unnecessary delay on **your** part

5 Underinsurance

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

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

6 Other interests

The interest in the insurance by this section of the various mortgagees lessors and freeholders of the property is noted

2 Business interruption

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

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

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

Definitions

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

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

Adjusted

means adjusted as necessary to provide for the trend of the **business** and any other circumstances affecting the **business** either before or after the **damage** or which would have affected the **business** had the **damage** not occurred so that the adjusted figures represent as near as possible the results which would have been obtained during the relative period after the **damage** had the **damage** not occurred

Annual rent receivable or annual revenue or annual turnover

means the **rent receivable** or **revenue** or **turnover** during the 12 months immediately before the date of the **damage adjusted**

Computer equipment

means equipment that is electronic computer or other data processing equipment including all forms of electronic magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment software and peripherals used in conjunction with such

equipment belonging to **you** or for which **you** are responsible

Damage

means unless stated otherwise in the schedule destruction or damage by any cause not specifically excluded under the Commercial Property Damage section

For the purpose of this section 'explosion' shall include explosion of any boiler or economiser on the **premises**

Gross profit

means

- (a) the sum of the **turnover** the closing stock and work in progress less
- (b) the sum of the opening stock work in progress purchases and related discounts bad debts and any other expenses specified in the schedule (as defined in **your** books and accounts)

The amounts of the opening and closing stocks and work in progress will be calculated in accordance with **your** normal accountancy methods with provision being made for depreciation

Indemnity period

means the period beginning with the occurrence of the **damage** and ending not later than the expiry of the maximum indemnity period during which the results of the **business** are affected as a result of the **damage**

Rate of gross profit

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

Rent receivable

means the amount of the rent and service charges received or receivable from the letting of the **premises**

Revenue

means the money paid or payable to **you** for services rendered in the course of the **business** at the **premises** less any expenses shown as excluded on the schedule

Standard rent receivable or standard revenue or standard turnover

means the **rent receivable** or **revenue** or **turnover** during the period corresponding with the **indemnity period** in the 12 months immediately before the date of the **damage** proportionately increased where the maximum indemnity period exceeds 12 months **adjusted**

Suppliers

means suppliers to **you** of goods or services other than electricity gas water or telecommunications services

Turnover

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

Cover

If any property used by **you** at the **premises** suffers **damage** during the period of insurance and as a result the **business** at the **premises** is interrupted or interfered with **we** will pay to **you** the following

For each item in the schedule the amount of loss as a result of the interruption or interference

Provided that

- (1) **our** liability shall not exceed the sum insured for each item nor in all the total sum insured
- (2) at the time of the **damage** there is insurance in force covering **your** interest in the property at the **premises** against **damage** and payment shall have been made or liability admitted under that insurance

(but this proviso shall not apply if no payment is made solely due to an **excess**)

Amount payable

Gross profit Revenue or Rent receivable items

The amount payable is limited to

- (a) loss of **gross profit** due to a reduction in **turnover** or loss of **revenue** or loss of **rent receivable**
- (b) additional expenditure occurring during the **indemnity period** and the amount payable as indemnity shall be
 - (i) for loss of **gross profit** the reduction in **turnover** being the sum produced by applying the **rate of gross profit** to the amount by which the **turnover** during the **indemnity period** shall as a result of the **damage** fall short of the **standard turnover**
 - (ii) for loss of **revenue** or **rent receivable** the amount by which the **revenue** or **rent receivable** during the **indemnity period** shall as a result of the **damage** fall short of the **standard revenue** or **standard rent receivable**
 - (iii) additional expenditure (**gross profit** is subject to the uninsured standing charges clause) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **turnover** or loss of **revenue** or **rent receivable** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage** but not exceeding
 - 1 the sum produced by applying the **rate of gross profit** to the amount of the reduction avoided
 - or
 - 2 the amount of the reduction in **revenue** or **rent receivable** avoided

less any sum saved during the **indemnity period** for such expenses of the **business** payable out of **gross profit revenue** or **rent receivable** which cease or are reduced as a result of the **damage**

Provided that the amount payable shall be proportionately reduced if the sum insured by the relevant item is less than the appropriate

- (a) sum produced by applying the **rate of gross profit** to the **annual turnover** or
- (b) **annual revenue** or
- (c) **annual rent receivable**

or a proportionately increased multiple of the above where the maximum indemnity period exceeds 12 months

In the absence of written notice by **you** or **us** to the contrary **our** liability shall not be reduced by the amount of any loss provided that **you** pay the appropriate additional premium for such automatic reinstatement of cover

Amount payable

Additional increase in cost of working item

The amount payable is limited to further additional expenditure occurring during the **indemnity period** beyond that recoverable under paragraph (iii) of Amount payable (Gross profit Revenue or Rent receivable items) necessarily and reasonably incurred to minimise any interruption or interference with the **business** during the **indemnity period**

Amount payable

Additional cost of working items

The amount payable is limited to additional cost of working occurring during the **indemnity period** and the amount payable as indemnity shall be the additional expenditure necessarily and reasonably incurred in order to minimise any interruption or interference with the **business** during the **indemnity period**

We shall not pay more than 33 ⅓% of the sum insured during the first quarter of the maximum indemnity period and not more than an equal proportion of the balance of the sum insured payable per month in the remainder of the maximum indemnity period

Alternative trading clause

If during the **indemnity period** services are provided goods are sold or the **business** is conducted elsewhere than at the **premises** for the benefit of the **business** either by **you** or by others on **your** behalf the money paid or payable for such services sales or rent will be taken into account in arriving at the **turnover revenue** or **rent receivable** during the **indemnity period**

Uninsured standing charges clause

Any standing charges that are deducted when calculating **gross profit** are not insured and the amount of additional expenditure recoverable under paragraph (iii) of Amount payable (Gross profit Revenue or Rent receivable items) will be in the proportion of **gross profit** to **gross profit** and uninsured standing charges

Professional accountants' charges

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

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

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

Payments on account

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

Extensions

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

1 Prevention of access

Access to or use of the **premises** being prevented or hindered by

- (a) **damage** to neighbouring property
- (b) any action of Government Police or Local Authority due to an emergency which could endanger human life or neighbouring property

Excluding

- (i) any loss covered under the Utilities extension
- (ii) in respect of (b) any restriction of use of less than 4 hours
- (iii) any period when access to the **premises** was not prevented or hindered
- (iv) closure or restriction in the use of the **premises** due to the order or advice of the competent local authority as a result of an occurrence of an infectious disease (or the discovery of an organism resulting in or likely to result in the occurrence of an infectious disease) food poisoning defective drains or other sanitary arrangements or vermin or pests

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

2 Utilities

Damage at any

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

- (d) land-based premises of **your** telecommunications services provider

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

3 Suppliers' extension

Damage at the site of the following all within the **geographical limits**

- (a) any **supplier** specified in the schedule up to the limit shown against their name
If the limit is expressed as a percentage this is a percentage of the relevant sum insured but not exceeding £100,000 any one incident
- (b) any of **your suppliers** other than as stated in (a)
Limit £50,000 any one incident
- (c) Any of **your** storage sites
Limit £50,000 any one incident

4 Customers' extension

Damage at the site of any of **your** customers within the **geographical limits**

Limit
£15,000 any one incident

5 Failure of supply

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

Excluding any restriction of use of less than 4 hours

Limit
£5,000 any one incident

6 Failure of telecommunication services

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

Excluding any restriction of use of less than 4 hours

Limit

£5,000 any one incident

7 Bomb scare

Any bomb scare at or in the vicinity of the **premises**

For the purpose of this extension the General terrorism exclusion does not apply

Limit

£5,000 any one incident

8 Reinstatement of data

We will pay the costs **you** incur in reinstating data that is lost or damaged as a consequence of **damage** to **computer equipment** at **your premises**

Providing that

- (a) **our** liability is limited solely to the cost of reinstating data to any form of electronic magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment
- (b) **we** shall not be liable for any losses discovered later than 180 days after the loss occurred
- (c) **we** shall not be liable for loss or damage to software
- (d) **we** shall not be liable under this extension for costs more specifically described under Computers - Increased Cost of Working extension
- (e) **you** comply with the Back-up records special condition

Special condition – Back-up records

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

Limit

£25,000 any one period of insurance

9 Computers - Increased Cost of Working

We will pay costs necessarily and reasonably incurred by **you** for the sole purpose of avoiding or diminishing interruption or interference to **your** computer operations as a consequence of **damage** to **computer equipment** at **your premises**

Limit

£25,000 any one period of insurance

10 Other venues

Damage

- (a) occurring at any premises not in **your** occupation within the **geographical limits** where **you** are holding or participating in an event or exhibition
- (b) to **your** property for use in connection with the event or exhibition whilst at **your premises** or whilst in transit by road rail or inland waterway

Limit

£10,000 any one incident

11 Book debts

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

- (a) **we** will pay the difference between the total outstanding debit balances and the total of the amounts received or traced for such balances
- (b) **we** will pay additional expenditure incurred with **our** previous consent in tracing and establishing customers' debit balances after the **damage**
- (c) **we** will pay for reasonable professional accountants' charges necessarily incurred in providing any evidence required by **us** in support of a claim excluding loss arising from misfiling erasure distortion deliberate falsification of business records abnormal conditions of trade or from bad debts

Limit

£50,000 (plus any additional book debts sum insured shown in the schedule) any one claim

Special condition

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

12 Specified disease murder food poisoning defective sanitation vermin

- a) any occurrence of a **specified disease** at the **premises**
- b) any discovery of an organism at the **premises** resulting in or likely to result in the occurrence of a **specified disease**
- c) any injury or illness sustained by any person arising from or traceable to

foreign or injurious matter in food or drink provided at the **premises**

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

Definition specific to this extension

Specified disease

means

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

Special conditions applicable to this extension

- (i) **We** shall not be liable under this extension for any costs incurred in the cleaning repair replacement recall or checking of property
- (ii) **We** shall only be liable for the loss arising at those **premises** which are directly affected by the occurrence discovery or accident
In the event that the policy includes an extension which deems **damage** at other locations to be **damage** at the **premises** such extension shall not apply to this extension
- (iii) **Indemnity period** shall mean the period during which the results of the **business** shall be affected in consequence of the occurrence discovery or accident beginning with the date from which the restrictions on the **premises** are applied (or in the case of f) above with the date of occurrence) and ending not later than three months thereafter
- (iv) Provided that **our** liability under this extension in respect of any one occurrence discovery or accident shall not exceed the lesser of £250,000 or 25% of the sum insured by the items

13 Infectious equine disease

Any occurrence of

- a) an equine influenza disease
- b) an equine streptococcus equi (strangles) disease
- c) an equine venereal disease

at the **premises** which is confirmed by a veterinary surgeon

Provided that

- (i) **we** shall not be liable for any costs incurred in cleaning repair replacement recall or checking
- (ii) the disease insured under a) – c) above first manifests itself during the period of insurance and is reported to **us** within the period of insurance

- (iii) **we** shall only be liable for the loss arising at those **premises** which are directly affected by the occurrence
- (iv) **indemnity period** shall mean the period during which the results of the **business** shall be affected in consequence of the occurrence beginning with the date from which the restrictions on the **premises** are applied and ending not later than 14 days thereafter
- (v) **we** shall not be liable for any loss where **you** were or should have been reasonably aware of any **horse** suffering from any disease stated under a) – c) above at the start of the period of insurance
- (vi) **we** shall not be liable for any loss or liability arising from any equine disease other than those stated in a) – c) above
- (vii) **our** maximum liability under this extension in respect of any one occurrence shall not exceed £10,000 any one claim and in the aggregate any one period of insurance

It is a condition precedent to liability under this extension that

- (i) all new **horses** have recent veterinary certification and/or confirmation that the **horse** has been tested and is free from disease before being allowed with other **horses**
Any new **horse** without a recent veterinary certification and/or confirmation must be kept in a separate **quarantine** stable which is sufficiently isolated as to not pose any risk of potential transmission and undergo such veterinary tests before being allowed in contact with other **horses**
- (ii) any **horse** confirmed or suspected of having equine influenza strangles or venereal disease must be kept in a separate **quarantine** stable which is sufficiently isolated as to not pose any risk of potential transmission and

undergo veterinary treatment and/or vaccination until such **horse** obtains veterinary certification and/or confirmation that the **horse** has been tested and is free from disease and is allowed in contact with other **horses**

Definition specific to this extension

Quarantine

means an area where the infected **horse** or possibly infected **horse** is removed from the area of other **horses** and consists of a separate enclosure designated for infectious disease isolation

This isolation stall or enclosure must be located well away from high traffic areas associated with other barns or training areas and other horses

Animal caregivers must take precautionary measures to ensure that they do not transmit disease to other **horses** through contaminated hands clothing equipment or tack

It is essential that the isolation facility has supervised oversight by an individual knowledgeable in disease control and quarantine procedures to avoid the possibility of contamination

14 Veterinary vaccination costs

Upon any veterinary surgeon confirming any **horse** of having equine influenza, strangles or venereal disease **we** will pay the vaccination costs of any uninfected **horse** at the **premises** where any infected **horse** is located

Limit

£50 any one **horse** up to £1,000 in the aggregate any one period of insurance

Memorandum

Index-linking

The sum insured for each item insured (but not extension limits) under this section other than **rent receivable** and additional cost of working items shall be adjusted in accordance with a suitable index selected by **us**

The annual renewal premium will be amended accordingly

Premium adjustment clause

If **your gross profit** or **revenue** or **rent receivable** (or a proportionately increased multiple of it where the maximum indemnity period exceeds 12 months) as certified by **your** auditors for the financial year of 12 months most closely corresponding with any period of insurance is less than the sum insured a pro rata return of premium not exceeding 50% of the premium paid on each sum insured for such period of insurance will be made for the difference

If any **damage** has occurred resulting in a claim the return premium will be for the difference in **gross profit** or **revenue** or **rent receivable** which is not due to the **damage**

3 Liabilities

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

Definitions

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

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

Bodily injury

means bodily injury death disease or illness

Business

means that which has been described in the schedule and which is conducted solely from premises in the ***geographical limits*** including

- (a) the ownership repair and maintenance of ***your*** property and premises
- (b) the provision of catering social sports and welfare facilities for ***employed persons*** and first aid medical and ambulance services
- (c) the provision of fire and security services maintained only for the protection of premises owned or occupied by ***you***
- (d) private work undertaken by an ***employed person*** with ***your*** prior consent for a director partner or ***employee*** of ***yours***
- (e) participation in trade shows or exhibitions within the European Union

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

Data

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

Employed person

means

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

Employee(s)

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

Event(s)

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

Injury

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

Legal costs

means

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

Offshore

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

Pollution or contamination

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

Principal

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

Products

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

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

Property

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

You/your/yours

means the **Insured** named in the schedule

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

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

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

- (c) any officer or member of **your** canteen social sports and welfare facilities and fire first aid ambulance and security services in their individual capacities as such

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

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

Cover 1 – Employers' liability

This insurance is provided on a 'Costs Inclusive' basis

This means that **legal costs** are included within the limit of indemnity specified in the schedule

Cover

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

- (a) within the **geographical limits** or
- (b) while temporarily outside these territories

in connection with the **business**

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

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

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

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

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

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

Employers' liability extension

The following is subject to the terms of the policy

Unsatisfied court judgements

Where a judgement for damages has been obtained

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

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

Any payment under this extension is conditional upon the judgement being assigned to us by the **employee** or their personal representatives

Employers' liability exclusion

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

Cover 2 – Public & products liability

This insurance is provided on a 'Costs in Addition' basis

This means that (with the exception of claims which are brought within the legal jurisdiction of the United States of America or Canada) **legal costs** are payable in addition to the limit of indemnity specified in the schedule

Cover

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

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

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

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

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

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

- (a) any one **event**
- (b) all **events** happening during any period of insurance caused by **products**

- (c) all **events** arising from **pollution or contamination** which **we** deem to have occurred during any period of insurance

shall not exceed the limit of indemnity shown in the schedule

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

Public & products liability extensions

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

1 Cross liabilities

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

2 Contingent motor liability

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

We will not provide an indemnity in respect of

- (a) **damage** to such vehicle or any **property** contained or being transported within it
- (b) **injury** or **damage** arising while the vehicle is being driven by **you** or any

person who to **your** knowledge does not hold a licence to drive such a vehicle (unless they have held and are not disqualified for holding or obtaining such a licence)

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

3 Data Protection Act 1998

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

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

We will not provide any indemnity in respect of

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

4 Defective Premises Act

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

No indemnity will be provided

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

5 Personal liability – residents and resident staff

At **your** request **we** will indemnify resident staff and **your** residents against their legal liability to pay damages and **legal costs** arising out of accidental **injury** or accidental **damage** happening during the period of insurance within the **geographical limits** arising solely in a personal capacity

The total amount **we** will pay in respect of damages for any one **event** is £5,000,000

The cover provided by this extension is extended to apply anywhere in the world for a period not exceeding 60 days in any one period of insurance

No indemnity will be provided by this extension

- (i) arising out of the ownership or occupation of land or buildings
- (ii) where indemnity is provided by any other insurance
- (iii) arising from any craft designed to travel in on or through water air or space but this exclusion shall not apply to any watercraft hired or borrowed and which are less than 5 metres in length and with a maximum speed of less than 15 knots while operated on inland waterways or within 3 miles of the coast

- (iv) arising from any electrically or mechanically powered vehicle other than a battery powered wheelchair or mobility scooter or a vehicle used only as domestic gardening equipment or a golf cart trolley or buggy controlled by someone on foot

6 Overseas personal liability

We will indemnify **you** and if **you** request any **employee** director or partner of **yours** for personal liability for **injury** or **damage** arising other than in connection with the **business** or any business of the person claiming indemnity while such persons are temporarily outside the **geographical limits** in connection with the **business**

No indemnity will be provided by this extension

- (i) for any liability which attaches solely because of a contract
- (ii) arising out of the ownership or occupation of land or buildings
- (iii) where indemnity is provided by any other insurance
- (iv) arising from any craft designed to travel in on or through water air or space but this exclusion shall not apply to any watercraft hired or borrowed and which are less than 5 metres in length and with a maximum speed of less than 15 knots while operated on inland waterways or within 3 miles of the coast
- (v) arising from any electrically or mechanically powered vehicle other than a battery powered wheelchair or mobility scooter or a vehicle used only as domestic gardening equipment or a golf cart trolley or buggy controlled by someone on foot

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

The total amount **we** will pay for damages for any one **event** is £5,000,000

7 Personal liability riding extension

We will indemnify **you** and any **employee** director or partner of **yours** or any rider of a **horse** who has received **your** express permission to do so for personal liability for **bodily injury** or **damage** that occurs whilst riding for personal purpose and pleasure on a **horse** belonging to **you** or in **your** care custody or control

No indemnity will be provided by this extension

- (i) in respect of liability for injury illness or disease to **horses**
- (ii) where a fee has been charged and such use is in connection with the **business**

8 Legionellosis

The insurance provided by this extension is on a claims made basis inclusive of **legal costs** subject to

- (a) cover being operative solely at the **premises**
- (b) the Retroactive Date being the date of inception of this extension

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

Provided that this indemnity only applies to

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

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

The most **we** will pay in respect of any one claim and in the aggregate for all claims inclusive of **legal costs** in any one period of insurance is £1,000,000 (or any other limit as shown in the schedule)

All claims arising out of the same isolated repeated or continuing incidence of Legionellosis shall be deemed to be made in the period of insurance when

- (a) the first claim was first made in writing to **you** and notified to **us**
- (b) the first notification of the circumstances was first made to **us**

Exclusions

The indemnity will not apply to legal liability

- (i) arising out of or in connection with any **products** supplied by **you** or contract work executed by **you**
- (ii) arising from or in connection with any advice design or specification provided by **you**
- (iii) in respect of Legionellosis which commenced prior to the Retroactive Date

Special provision

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

9 Environmental statutory clean up costs

We will indemnify **you** against **your** legal liability in respect of the cost of

- (a) **Remediation** which **you** are legally required or ordered to conduct by a regulatory authority
- (b) Reimbursing a **regulatory authority** where **remediation** has been conducted by or on behalf of the **regulatory authority**

arising from **pollution or contamination** caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific point in time and place during the period of insurance and in connection with the **business**

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

You shall be liable for 10% of the cost of any claim giving rise to indemnity under this extension subject to a minimum contribution of £2,500

The maximum amount payable under this extension shall not exceed £1,000,000 in the aggregate in respect of all incidents occurring during the period of insurance

Exclusion

No indemnity will be provided in respect of the removal or disposal of any waste deposited by **you** or on **your** behalf

Definitions applying to this extension

Environmental legislation

means any legislation enacted within the United Kingdom governing the

- (a) prevention and control of pollution and contamination
- (b) protection of the environment

Regulatory authority

means any statutory authority regulator or legal body which has authority under **environmental legislation** to legally require or order **remediation** or to conduct **remediation** itself and to recover the costs of doing so from others

Remediation

means the minimum level of works or operations necessarily conducted under the provisions of the **environmental legislation** to investigate treat remove dispose of curtail or minimise pollution but this will not include any works or operations

- (a) to reinstate reintroduce or restore flora or fauna
- (b) to restore natural habitats or species protected by **environmental legislation** or the services that those natural habitats or species perform
- (c) which improve the state or condition of land or water in comparison with its state or condition immediately prior to the incident that caused the **pollution or contamination**

10 Horses under your care custody and control

We will indemnify **you** in respect of liability for injury illness or disease (fatal or non-fatal) to **horses** in the care custody or control of **you** or **your employees** within the **geographical limits**

Our liability will not exceed the limit of indemnity shown in the schedule

We will not be liable for

- (i) intentional slaughter except where **we** have agreed to the destruction or where a qualified veterinary surgeon has certified that destruction is imperative for humane reasons in which case **we** have the right to a post mortem examination carried out by a qualified veterinary surgeon
- (ii) injury illness or disease directly or indirectly caused by or arising from any malicious or wilful act of **you** or any **employee** of **yours**
- (iii) any consequential loss other than veterinary bills or the increased cost of keeping an injured or sick animal for a period not exceeding 12 months
- (iv) injury to any mare occurring whilst said mare is
 - (1) being covered by a stallion
 - (2) in the vicinity of a stallion for the specific purpose of covering whether or not covering actually takes place
 - (3) at stud and injury is directly attributable to the mare being in foal
- (v) injury illness or disease directly or indirectly arising out of the administration of any medication or treatment by **you** or any **employee** of **yours** unless under the direction of a qualified veterinary surgeon

- (vi) injury illness or disease to any **horse** or pony owned by **you** or any member of **your** family

11 Forestry Commission and Ministry of Defence

We will indemnify **you** under any agreement between **you** and the Forestry Commission and/or the Ministry of Defence in respect of liability assumed under the terms of the agreement

We shall not be liable for claims made purely for financial loss

12 Landowners' indemnity

We will indemnify any landowner in the same manner as **you** on whose land events or other activities organised by **you** are held or over whose land such events or activities pass or are accessed by and arising out of such events or activities only provided that the landowner shall observe the terms conditions and exceptions of the policy

Public & products liability exclusions

No indemnity will be provided in respect of

- (1) any liability connected directly or indirectly in any way with any error or omission in the provision of professional services however this exclusion shall not apply in respect of tuition or lessons for a fee when conducted or provided by **you** provided that **you** are suitably qualified or experienced to provide such tuition or lessons
 - (2) any liability arising from **bodily injury** to any **employed person** caused in connection with the **business**
 - (3) any liability arising from **damage to property** which is owned or held in trust by **you** or which is in **your** custody or control
- Exclusion (3) will not apply in respect of
- (a) personal effects including vehicles and their contents belonging to residents **employees** directors partners or visitors
 - (b) premises and their contents not owned by leased or rented by **you** at which **you** are undertaking work in connection with the **business**
 - (c) premises including fixtures and fittings hired by or leased rented or borrowed by **you** but **we** shall not be liable for
 - (i) the first £250 of any **damage** other than caused by fire or explosion
 - (ii) any liability arising solely under the terms of any contract or agreement
 - (iii) any liability which arises from an agreement to maintain in force insurance against loss of or damage to the premises and their fixtures and fittings
- (4) any liability arising from ownership possession or use by **you** or on **your** behalf of
- (a) any mechanically propelled vehicle but (except where indemnity is provided by any motor insurance policy or in circumstances where insurance or security is required under any road traffic legislation) this exclusion will not apply in respect of
 - (i) the use of plant as a tool of trade on site
 - (ii) the use of plant at **your** premises
 - (iii) the loading or unloading of any vehicle
 - (iv) the movement of any vehicle not belonging to **you** which is interfering with the execution of the **business**

- (b) any craft designed to travel in on or through water air or space but this exclusion shall not apply to any non-mechanically propelled waterborne craft of less than 9 metres in length whilst operated on inland waterways or within 3 miles of the coast
- (5) any liability arising directly or indirectly from **pollution or contamination** unless the **pollution or contamination** is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the period of insurance
For the purposes of this exclusion all **pollution or contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place
- (6) any liability arising from advice design or specification provided for a fee or for which a fee would normally be charged **damage** to or the costs of recall removal repair alteration replacement or reinstatement of any **product** supplied or contract work executed by **you** which is caused by
- (a) a defect
- (b) its unsuitability for its intended purpose
- (7) any liability arising from any contract in respect of **products** supplied or contract work executed by **you** unless liability would have attached in the absence of that contract
- (8) the costs of remedying any defect or alleged defect in premises which **you** have disposed of
- (9) (a) fines or penalties
(b) liquidated damages
(c) any compensation awarded by a court of criminal jurisdiction
(d) multiplied aggravated exemplary or punitive damages
- (10) any liability arising from
- (a) the ownership or use by **you** or on **your** behalf of any premises situated in the United States of America or Canada
- (b) **products** sold or supplied on **your** behalf from any premises situated in the United States of America or Canada
- (c) **products** exported by **you** or on **your** behalf to the United States of America or Canada
- (11) any liability arising from
- (a) **products** incorporated in any craft designed to travel through air or space
- (b) **products** incorporated in any waterborne craft which could affect its safety navigation or propulsion
- (c) **products** incorporated in mechanically propelled vehicles which could affect their safety
- (d) **products** incorporated in gas chemical petrochemical or power generation plant which is directly connected to manufacture processing storage or power generation
and which have been specifically supplied by **you** for that purpose
- (12) any liability arising from the supervision or execution of any manual work or contract undertaken outside of the European Union
- (13) any liability arising directly or indirectly from mining processing manufacturing removing handling disposing of treatment of distributing or storing of **asbestos**
However this shall not apply where removing handling or disposing of **asbestos** does not form part of **your** usual business or any contract work undertaken and
- (a) **you** have complied with any legal obligations to manage **asbestos** and
- (b) any discovery of **asbestos** by **you** is unintentional and accidental and

- (c) whereupon discovery of **asbestos** all work immediately stops and
- (d) a HSE licensed asbestos removal contractor is employed to make safe the area in which the discovery is made as soon as is practicable and who has Employers' and Public liability insurance in force which provides limits of indemnity no less than those provided by **your** policies and which do not exclude the work to be carried out
- (14) any liability arising directly or indirectly from fears of the consequences of exposure to or inhalation of **asbestos**
- (15) any liability arising from damage to property where there is a requirement to arrange cover under clause 6.5 of the 2007 JCT conditions or any similar contract clause
- (16) any liability arising out of or from any person not wearing the appropriate headgear whilst riding including mounting and dismounting
- (17) any liability arising from children under the age of 4 undertaking equine activities

Liability section extensions

If in force the covers of this section are extended for the following and are subject to terms conditions and exclusions of the relevant cover

1 Compensation for court attendance

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

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

2 Corporate manslaughter defence costs

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

Provided that

- (a) **our** liability under this extension shall not exceed £1,000,000 in any one period of insurance
This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- (b) if this policy provides Legal expenses insurance this extension shall only operate in respect of any excess beyond the amount payable under the Legal expenses section
- (c) where **we** have already provided an indemnity in respect of any **legal costs** incurred in the defence of any criminal proceedings arising out of the same **event** which has given rise to the proceedings in respect of corporate manslaughter or corporate homicide any amount already paid by **us** will be taken into account in calculating **our** liability under this extension
- (d) **we** must consent in writing to the appointment of any solicitor or counsel who is to act for and on **your** behalf
- (e) any appeal can only commence if counsel has advised that it is more likely for an appeal to be successful than not

No indemnity will be provided

- (i) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance
However this exclusion shall not apply in the circumstances outlined in proviso (b)
- (ii) in respect of any proceedings which result from **your** deliberate act or omission or deliberate act or omission of any managerial employees partners directors of **yours** while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission
- (iii) in respect of fines or penalties of any kind including the costs of remedial or publicity orders or the steps required to be taken by such orders

Prosecution defence costs

We will subject to the limit of indemnity indemnify **you** in respect of

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

Exclusions

We will not provide any indemnity

- (a) where indemnity is provided by any other insurance
- (b) in circumstances where **injury** or **damage** has occurred which may be the subject of a claim under either the employers' liability or public liability covers of this section
- (c) in respect of fines or penalties of any kind
- (d) in respect of any costs expenses or reimbursements resulting from an order made under Section 9 or resulting from any Regulation in respect of charges under Section 45 of the Food Safety Act 1990
- (e) where the proceedings have resulted from any deliberate act or omission by
 - (i) **you** or any director or partner of **yours**
 - (ii) any **employee** of **yours** who has specific responsibility for compliance with the above legislation
 which could reasonably have been expected to constitute a breach of the above legislation

Limit of indemnity

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

4 Goods in transit

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

Definition

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

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

Geographical limits

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

Insured property

means

- (a) goods
- (b) tarpaulins sheets trailer curtains ropes chains and webbing straps

belonging to **you** or for which **you** are legally responsible or which are entrusted to **you** used in connection with the **business**

Whilst in transit

means

- (a) whilst being loaded on to or unloaded from the vehicle used for the transit
- (b) whilst on the vehicle in transit to and from its destination within the **geographical limits**
- (c) whilst on the vehicle on a vehicle ferry during direct sea transits between parts of the **geographical limits**

Cover

We will indemnify **you** (by payment up to the value of the **insured property** at the time of loss or at **our** option by repair reinstatement or replacement) in respect of **damage** to any part of the **insured property** by any cause not specifically excluded happening during the period of insurance **whilst in transit** by any road vehicle operated by **you** or by road hauliers or sent by parcel post or rail as described in the schedule anywhere in the **geographical limits**

Provided that **our** liability during any one period of insurance shall not exceed the limits stated in the schedule

Extensions

If **we** accept a claim under this section

1 Personal effects

If not otherwise insured **we** will pay for **damage** to drivers' clothing and personal effects up to an amount of £500 per person

2 Debris removal

We will pay for costs and expenses necessarily and reasonably incurred in the removal of debris and site clearance for which **you** are responsible

Memoranda

1 Reinstatement of property

We shall not be bound to reinstate exactly or completely any property that is the subject of a claim but only as circumstances permit and in reasonably sufficient manner

We shall not pay out in respect of any one of the items insured more than the sum insured

2 Underinsurance

If the value of the **insured property** on or in any vehicle or consignment is at the time of the **damage** of greater value than the appropriate limit any one vehicle or consignment shown in the schedule **you** shall be considered as being **your** own insurer for the difference and shall bear a rateable proportion of the loss accordingly

Exclusions

We shall not be liable for

- 1 **damage** caused by or arising from packing inadequate to withstand normal handling during transit
- 2 **damage** to
 - (a) money securities bills of exchange deeds manuscripts documents business books computer systems records patterns models moulds plans and designs
 - (b) bullion gold and silver articles precious metals stones jewellery and furs
 - (c) non-ferrous metals tobacco cigarettes cigars wines spirits radios television sets audio video and digital equipment discs cassettes **horses** and livestock
 - (d) explosives and other dangerous goods
 unless specifically mentioned as being insured
- 3 **damage** caused by or arising from
 - (a) inherent vice latent defect gradual deterioration wear and tear its own faulty or defective design or materials faulty or defective workmanship
 - (b) contamination corrosion rust wet or dry rot mildew shrinkage evaporation loss of weight dampness dryness marring scratching vermin insects change in temperature colour flavour texture or finish
 - (c) electrical or mechanical derangement unless caused by external means
 - (d) deterioration depreciation delay in transit loss of market or other consequential loss riot or strikes
- 4 **damage** to **insured property** on open vehicles caused by
 - (a) the weather unless the **insured property** is suitably protected
 - (b) theft or attempted theft
- 5 deterioration of refrigerated goods following breakdown or failure of refrigeration equipment unless such failure or breakdown is due to an accident to the vehicle
- 6 **damage** resulting from theft or attempted theft
 - (a) committed assisted brought about or connived at by any of **your** directors employees or volunteers
 - (b) from any unattended vehicle unless
 - (i) all doors windows and other points of access have been closed and locked and any security devices correctly set to operate and all keys removed from the vehicle
 - (ii) during the hours of 9pm to 6am the vehicle is housed in a securely locked building or guarded security park

5 Money with assault extension

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

Definitions

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

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

Bodily injury

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

Business hours

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

Deferment period

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

Insured person

means any employee of the ***Insured***

Loss of eye(s)

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

Loss of limb(s)

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

Medical expenses

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

Money

means current notes and coins cheques (other than pre-signed blank cheques whether crossed or uncrossed) postal orders money orders securities for money crossed banker's drafts unused postage stamps travellers' cheques National Savings stamps and certificates Premium Bonds National Insurance stamps and stamped National Insurance cards credit and debit card sales vouchers giro payment orders Value Added Tax purchase vouchers luncheon vouchers gift tokens and unused credit on postal franking machines belonging to ***you*** or for which ***you*** are responsible and pertaining to the ***business***

Money in transit

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

Non-negotiable money

means crossed cheques (other than pre-signed blank cheques) crossed postal orders crossed money orders crossed bankers drafts National Savings certificates Premium Bonds stamped National Insurance cards credit and debit card sales vouchers Value Added Tax purchase vouchers and unused credit on postal franking machines

Other money

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

Permanent total disablement

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

Personal custody

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

Temporary partial disablement

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

Temporary total disablement

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

Cover A – Money

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

Our liability in respect of any one loss shall not exceed the amount stated in the schedule

Extensions

The insurance by this section is extended to include the following

1 Damage to safes

We will indemnify **you** against **damage** to any safe strongroom or cash carrying bag belonging to **you** or for which **you** are responsible arising in connection with theft or attempted theft of insured **money**

2 Damage to clothing and personal effects

We will indemnify **you** against **damage** to clothing and personal effects belonging to **you** or any of **your** directors partners employees or representatives arising in connection with theft or attempted theft of insured **money**

3 Dishonesty of employee

We will indemnify **you** against **damage** to **money** due to the dishonesty of any director or employee of the **Insured** provided that

- (i) such loss is not more specifically insured
- (ii) the loss is discovered within 28 days of the occurrence
- (iii) **our** liability for such loss shall not exceed £2,000 per person nor £5,000 in total in any one period of insurance

4 Fraud and identity theft

We will indemnify **you** for

- (a) loss resulting from the fraudulent use of any credit or debit card ordinarily used in connection with the **business**

Excluding

- (i) loss due to the use of any card where the terms under which it has been issued have not been fully complied with
- (ii) losses covered by a bank or card issuer
- (iii) fraudulent use by **you** or **your** directors or partners

Limit

£1,000 per card any one period of insurance

- (b) the reasonable and necessary costs incurred with **our** consent in protecting the interests of **your business** following the fraudulent use of the identity of the **business** or of **your** directors partners or employees by a third party for the purposes of obtaining credit

Limit

£1,000 any one period of insurance

Exclusions

We shall not be liable in respect of loss

- (1) due to dishonesty of any director partner employee or volunteer of the **Insured** other than as provided for by the extensions for Dishonesty of employee or Fraud and identity theft above
- (2) whilst the **money** is in the custody or control of a professional carrier
- (3) during transit by unregistered post
- (4) from an unattended vehicle
- (5) due to clerical or accounting errors depreciation in value unexplained shortage dishonoured cheques or to the use of counterfeit money

- (6) in excess of the "in any other circumstances" limit shown in the schedule of **other money** from any room left unattended and unlocked unless this occurs during **business hours** and such **other money** is contained in a locked safe cupboard or desk with the key held in **personal custody**
- (7) of completed credit or debit card sales vouchers unless a copy of each voucher is at all times kept in a secure place separate from its counterpart

Special conditions

Safe keys

It is a condition of **our** liability in respect of loss of **money** from locked safes or locked strongrooms that all keys (except those deposited with a bank) and codes of combination locks for safes and strongrooms containing **money** must be held in **personal custody**

Cash escort

It is a condition of **our** liability in respect of cash in transit that the amounts shown below are escorted by the stated number of responsible able-bodied adults or professional security firm as indicated until deposited in a secure area of **your premises** or at the bank

£3,000 to £5,000

2 persons

Over £5,000 but less than £10,000

3 persons

£10,000 or over

a professional security firm

Cover B - Assault extension

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

Scale of Benefits

- 1 Death
£10,000
- 2 **Loss of limb(s) or loss of eye(s)**
£10,000
- 3 **Permanent total disablement**
£10,000
- 4 **Temporary total disablement**
£100 per week
- 5 **Temporary partial disablement**
£10 per week

Extension

Hospital benefit and medical expenses

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

- (a) **medical expenses** incurred by the **insured person**
Limit £500
- (b) £20 a day up to £200 if as a result of the **bodily injury** the **insured person** goes into hospital for in-patient treatment

Exclusions

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

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

Special conditions

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

General information

Complaints procedure

If you have any reason to complain about the advice or service you've received in respect of sections 1-6, please contact us as soon as possible.

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

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

Tel: 0845 777 3322

Fax: 0845 604 4486

Email: complaints@ecclesiastical.com

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

Our promise to you

We will aim to resolve your complaint within one business day

If this is not possible:

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

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

Tel: 0800 0 234 567

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

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

The Financial Services Compensation Scheme (FSCS)

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

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

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

www.fscs.org.uk

or write to:

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

Tel 020 7892 7300 or 0800 678 1100

Email enquiries@fscs.org.uk

6 Domestic property

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

Definitions

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

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

Buildings

means the home including all outbuildings and all garages and outbuildings used only for domestic purposes and home office use and the following provided they are within the boundaries of the land belonging to the home:

- (i) Permanent fixtures and fittings including statues and fountains.
- (ii) Hot tubs permanently fixed into the ground.
- (iii) Wind turbines and solar panels fixed to the buildings or fixed into the ground.
- (iv) Swimming pools.
- (v) Tennis courts.
- (vi) Paths, drives, terraces, patios, walls, fences, hedges and gates.

Business equipment

means personal computers, keyboards, monitors, printers, modems, facsimile machines, telecommunications equipment, photocopiers and other office equipment or furniture up to a value of £10,000.

Contents

means household goods, furniture, furnishings, clothing, **personal belongings** and **valuables**, all belonging to **you** or for which **you** are legally responsible. The term **contents** does not include the following:

- (i) **Personal money**.
- (ii) **Motor vehicles**, caravans (touring or static), trailers, aircraft, hovercraft, boats, and any accessory which is designed to be used with any of these.

- (iii) Any living creatures, trees, shrubs, plants or grass (except as provided for under 'what is covered' insured paragraphs 21 of the Domestic buildings section and 30 of the Contents section).
- (iv) Securities and documents of any kind (except as provided for under "What is covered" insured paragraph 24 of the Contents section).
- (v) Landlord's fixtures and fittings.
- (vi) Property insured separately.
- (vii) Property owned or used for business or professional purposes, other than **business equipment** used solely for clerical or administrative use.

Motor vehicle

means any electrically or mechanically powered vehicle other than

- (i) a vehicle used only as domestic gardening equipment.
- (ii) a battery powered wheelchair or mobility scooter.
- (iii) electrically assisted pedal cycles with a rated output of 0.2 kilowatts or less.
- (iv) a golf cart trolley or buggy controlled by someone on foot.
- (v) a toy or model controlled by someone on foot.

Personal belongings

means personal items worn, used or carried about the person, including pedal cycles and sports equipment. The term **personal belongings** does not include the following:

- (i) Clothing, **personal money** or **valuables**.
- (ii) Property owned or used for business or professional purposes.

Personal money

means current notes and coins, cheques, travellers' cheques, postal or money orders, postage stamps (not forming part of a stamp collection), National Savings stamps or certificates, Premium Bonds, trading stamps, stamps for television licence, gas, electricity or other bills, luncheon vouchers, gift tokens, telephone cards, travel tickets and other season tickets.

The term **personal money** does not include money used for business purposes.

Precious metals

means articles made of platinum, gold or silver including plated items.

Unfurnished

means without enough furniture and furnishings for normal living purposes.

Valuables

means jewellery, **precious metals**, clocks, watches, furs, pictures, works of art, stamp, coin or medal collections. The term **valuables** does not include property owned or used for business or professional purposes.

Water table

means the top level of underground water where the soil is in a permanent state of saturation.

Index-linking

We will adjust the sum insured each month on the **buildings** and **contents** option in line with the following:

(a) Buildings insurance

The House Rebuilding Cost Index (prepared by the Royal Institution of Chartered Surveyors) or an alternative index.

(b) Contents and Personal possessions insurance

The Consumer Durable Section of the Retail Price Index (prepared by the Government) or an alternative index.

At the end of each period of insurance, the renewal premium will be based on the adjusted sums insured.

Index-linking will continue from the date of the **damage** until the resulting claim is settled.

Exclusions

1 Uninsurable risks

We will not cover the following:

- The cost of maintaining the property covered by this policy.
- **Damage** that happened before cover under this policy started.
- Any **damage** caused deliberately by **you** or anyone acting on **your** behalf.
- **Damage** caused by wear and tear, atmospheric or climatic conditions (other than storm or flood), rot, fungus, insects or any gradual cause.
- **Damage** by any animal unless by a single identifiable incident.
- **Damage** caused by faulty workmanship, materials, specification or design.
- **Damage** caused by cleaning, dyeing, repair or restoration.
- Mechanical or electrical breakdown.

2 Pollution or contamination

We will not cover any claim or expense of any kind caused directly or indirectly by pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance.

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

3 Reduction in market value

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

4 Indirect loss

We will not cover indirect loss of any kind incurred by **you**.

A Domestic buildings

The schedule will show if this sub-section applies and the cover in force

What is covered

Damage to the **buildings** caused by the following:

1. **Fire, lightning, explosion earthquake or smoke**
2. **Storm or flood**
3. **Subsidence or heave of the site on which the *buildings* stand or landslip**
4. **Riot civil commotion (not resembling a popular uprising), labour or political disturbances**
5. **Vandalism or malicious acts**

What is not covered

The amount of any **excess** shown in **your** schedule.

- (i) **Damage** by frost.
- (ii) **Damage** to fences, hedges or gates (unless the main building, garage or outbuilding is damaged at the same time).
- (iii) **Damage** caused by water escaping from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank in **your** home.
- (iv) **Damage** caused after **your** home has been continuously **unoccupied** or **unfurnished** for more than 60 days.
- (v) **Damage** attributable solely to change in the **water table** level.
- (i) **Damage** to swimming pools, tennis courts, paths, drives, terraces, patios, walls, fences, hedges or gates (unless the main building of **your** home is damaged at the same time).
- (ii) **Damage** to solid floor slabs or **damage** resulting from the slabs moving (unless the foundations beneath the outside walls of the main building are damaged at the same time).
- (iii) **Damage** resulting from normal settlement, shrinkage or expansion.
- (iv) **Damage** caused by new structures or newly made-up ground settling or bedding down.
- (v) **Damage** due to coastal or river erosion.
- (vi) **Damage** resulting from demolishing, altering or repairing the home.
- (i) **Damage** caused by **you, your** guests, tenants or tenants' guests.
- (ii) **Damage** caused after **your** home has been continuously **unoccupied** or **unfurnished** for more than 60 days.

What is covered

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

7. Water or oil

- (a) escaping from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank in *your* home.
- (b) *we* will also pay up to £1,000 for decontaminating the grounds of *your* home following escape of oil as described in (a).

8. Water freezing

in any fixed water or heating system in *your* home.

9. Theft or attempted theft

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

11. Falling trees, branches, telegraph poles, lamp posts or pylons

12. Accidental damage

This cover only applies if *your* schedule states that *your* cover includes accidental *damage*.

What is not covered

- (i) *Damage* caused after *your* home has been continuously *unoccupied* or *unfurnished* for more than 60 days.
- (ii) *Damage* caused by subsidence, heave or landslip that results from an escape of water or oil.

Damage caused after *your* home has been continuously *unoccupied* or *unfurnished* for more than 60 days.

- (i) *Damage* caused by *you*, *your* guests, tenants or tenants' guests.
- (ii) *Damage* caused after *your* home has been continuously *unoccupied* or *unfurnished* for more than 60 days.

Damage to the satellite dish, aerial, wind turbine, solar panel or security equipment itself.

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

- (i) *Damage* caused by any paying guests, tenants or tenants' guests in *your* home.
- (ii) *Damage* to wind turbines.
- (iii) *Damage* which is specifically mentioned elsewhere under this section.

What is covered

13. Temporary accommodation and loss of rent

If **your** home cannot be lived in following **damage** insured under paragraphs 1 to 12 and 14 of this section, **we** will pay for the following:

- (i) The reasonable costs of **your** necessary temporary accommodation.
- (ii) Rent including ground rent which **you** still have to pay.
- (iii) Loss of any rent **you** would have been paid.

We will pay these costs until **your** home is fit to live in. For any one claim under this section **we** will pay up to 20% of the sum insured on **buildings**.

14. Damage to services

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

15. Trace and access

The costs and expenses necessarily and reasonably incurred by **you** with **our** consent in locating the source of a leakage of oil or water at **your** home and subsequent repair and making good.

The most **we** will pay for any one claim is £5,000.

16. Breakage of glass or sanitary fixtures

Accidental breakage of fixed glass, washbasins, pedestals, baths, sinks, splashbacks, shower trays, shower screens, bidets, toilet pans, toilet seats, toilet cisterns and ceramic hobs or tops forming part of **your** home.

What is not covered

Any **damage** not covered under paragraphs 1 to 12 and 14 of this section.

- (i) Ceramic hobs or tops not forming part of a fixed unit.
- (ii) **Damage** caused after **your** home has been continuously **unoccupied** or **unfurnished** for more than 60 days.

What is covered

17. Property owner's liability

We will insure **you** for up to £1,000,000 (or any alternative limit shown in **your** schedule) against **your** legal liability as owner of the **buildings**, for any one accident or series of accidents arising out of or attributable to one source or original cause, inclusive of all costs and expenses, which **we** have agreed to in writing in advance.

We will provide this cover for liability arising from accidental bodily injury including death, disease or illness, or accidental **damage** to property, arising from:

- (i) **you** owning the home and its land, or
- (ii) any home **you** used to own, which has been sold, but which **you** have liability for under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 (as long as no other insurance covers this liability).

18. Damage by emergency services

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

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

19. Selling your home

If **your** home is not insured elsewhere, the person buying **your** home will have the benefit of the insurance under this section for the period from exchange of contracts (or if in Scotland the written offer and acceptance) until the sale is completed.

What is not covered

Liability arising from the following:

- (i) **Damage** to property belonging to, held in trust or controlled by **you**.
- (ii) Any profession, business or employment involving **you** or any member of **your** family.
- (iii) Injury (including death, disease or illness) to **you** or any person employed by **you**.
- (iv) **You** owning or using lifts and **motor vehicles**.
- (v) Any agreement **you** have made, unless **you** would have been liable even without the agreement.
- (vi) Any deliberate, wilful or malicious act.
- (vii) Any fines, penalties or punitive exemplary aggravated multiplied or liquidated damages.

Damage caused by Police raids.

What is covered

20. Locks & keys

If **you** lose the keys to **your** home or they are stolen or there is accidental **damage** to the locks of the outside doors or windows **we** will pay for reasonable and necessary costs of:

- (a) gaining access to **your** home
- (b) repairing or replacing the locks.

The most **we** will pay for any one claim is £1,000.

21. Trees, plants and shrubs

We will pay for **damage** to **your** trees, plants or shrubs covered under any paragraph in force under this section, other than paragraph 2 Storm or flood, up to a limit of £250 per item.

The most **we** will pay is £2,500 in total for all claims in any one period of insurance.

What is not covered

- (i) **Damage** caused by frost or weight of snow.
- (ii) **Damage** caused by animals.

Settling claims

We will pay the cost of either repairing or reinstating as new the damaged part of the **buildings** as long as

- (i) the **buildings** are in a good state of repair, and
- (ii) the repair or reinstatement has been carried out.

If any of (i) and (ii) above are not met **we** will reduce the amount **we** will pay to take into account wear, tear and loss of value.

Under this section **we** will also pay the following costs:

- (a) Architects', surveyors', engineers' and other professionals' reasonable and necessary fees.
- (b) The cost of demolishing the **buildings** supporting the **buildings** removing debris and making the site safe.
- (c) The cost of keeping to local authority or other legal conditions made after the **damage**.

We will not pay for the cost of preparing a claim.

The most **we** will pay for any claim under paragraphs 1 to 12, 14, 16, 18 and 19 of this section is the cost of rebuilding or repairing the **buildings** or the sum insured on **buildings** whichever is less.

The sum insured will not be reduced after **we** pay a claim.

If at the time of any **damage** the full cost of rebuilding **your** home is greater than the limit of liability or sum insured, the amount payable by **us** in settlement of **your** claim will be reduced in proportion to the amount of underinsurance.

We will not pay for the cost of replacing any undamaged items which form part of:

- a pair
- a set
- a suite or
- any other item of a uniform nature, design or colour, including carpets.

B Contents

The schedule will show if this sub-section applies and the cover in force

What is covered	What is not covered
<p>Damage to the contents in the buildings caused by the following:</p>	<ul style="list-style-type: none"> (i) The amount of any excess shown in your schedule. (ii) Damage to property in the open except where specifically mentioned under this section.
<p>1. Fire, lightning, explosion, earthquake or smoke</p>	
<p>2. Storm or flood</p>	<ul style="list-style-type: none"> (i) Damage caused by water escaping from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank in your home. (ii) Damage caused after your home has been continuously unoccupied or unfurnished for more than 60 days. (iii) Damage attributable solely to change in the water table level.
<p>3. Subsidence or heave of the site on which the buildings stand or landslip</p>	
<p>4. Riot, civil commotion (not resembling a popular uprising), labour or political disturbances</p>	
<p>5. Vandalism or malicious acts</p>	<ul style="list-style-type: none"> (i) Damage caused by you, your guests, tenants or tenants' guests. (ii) Damage caused after your home has been continuously unoccupied or unfurnished for more than 60 days.
<p>6. Any aircraft, flying object (or items dropped from them), vehicle, train or animal (other than domestic pets) colliding with the buildings</p>	
<p>7. Water or oil</p> <p>escaping from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank in your home.</p>	<ul style="list-style-type: none"> (i) Damage caused after your home has been continuously unoccupied or unfurnished for more than 60 days. (ii) Damage caused by subsidence, heave or landslip that results from an escape of water or oil.

What is covered

8. Theft or attempted theft

The most **we** will pay for any one incident of **damage** to the **contents** within garages or outbuildings is £5,000 in total.

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

10. Falling trees, branches, telegraph poles, lamp posts or pylons

11. Accidental damage

This cover only applies if **your** schedule states that **your** cover includes accidental **damage**.

12. Temporary accommodation

- (i) If **your** home cannot be lived in following **damage** insured under paragraphs 1 to 11 and 14 of this section, **we** will pay the reasonable cost for **your** temporary accommodation (including the cost of temporarily storing **your** furniture and the cost of putting **your** dogs or cats in kennels) until **your** home is fit to live in
- (ii) (a) If a local authority prevents **you** from living in **your** home as a result of an emergency evacuation
- (b) If **your** home cannot be lived in due to a neighbouring property being damaged by any **damage** insured by this section

we will pay the reasonable cost of **your** necessary alternative accommodation for up to 30 days.

For any one claim under this section **we** will pay up to 20% of the total sum insured on **contents**.

What is not covered

- (i) Loss by deception (unless only entry to **your** home is gained by deception).
- (ii) **Damage** caused by **you, your** guests, tenants or tenants' guests.
- (iii) **Damage** caused after **your** home has been continuously **unoccupied** or **unfurnished** for more than 60 days.
- (iv) **Damage** when **your** home is lent, let or sublet, unless force was used to get into or out of **your** home.

- (i) Deterioration of food.
- (ii) **Damage** caused by any paying guests, tenants or tenants' guests in **your** home.
- (iii) **Damage** which is specifically mentioned elsewhere under this section.

Any **damage** not covered under paragraphs 1 to 11 and 14 of this section.

What is covered

13. Breakage of glass and mirrors

Accidental breakage of mirrors, glass tops and fixed glass in furniture and ceramic hobs or tops forming part of a free-standing unit.

14. Loss of oil, gas and water

Loss of oil, gas or metered water from the water or heating system in **your** home after accidental **damage** to that system.

15. Electrical equipment

- (i) Accidental **damage** to satellite dishes, security equipment, televisions, radios and their aerials, fittings or masts, audio and video equipment, personal computers and **business equipment**.
- (ii) Up to £1,000 for replacement on a retail basis of records, films, tapes, cassettes, discs, cartridges, software or legally downloaded audio or visual material that are lost or damaged as a result of (i) above.

16. Freezer contents

We will pay the cost of replacing the contents of **your** freezer or fridge in **your** home following **damage** caused by:

- (i) a rise in temperature, or
- (ii) contamination from refrigerant or refrigerant fumes.

We will also pay the cost of hiring a temporary freezer or fridge if this is necessary.

17. Contents in the garden

We will pay for **damage** (as insured under paragraphs 1 to 11) to garden furniture, ornaments and **contents** while in **your** garden.

The most **we** will pay for any one claim is £2,500.

What is not covered

Damage after **your** home has been continuously **unoccupied** or **unfurnished** for more than 60 days.

Accidental **damage** to office furniture.

Damage caused by **your** failure to pay for the electricity or gas supply.

- (i) **Personal belongings** (other than pedal cycles) or **valuables**.

What is covered

18. Contents temporarily removed

Damage (as insured under paragraphs 1 to 11) to **contents** whilst temporarily removed from **your** home within the **geographical limits**, to a bank, safe deposit, occupied private home or a building where **you** are living, employed or carrying on business, and whilst in transit to or from such locations.

The most **we** will pay for **contents** whilst in student accommodation is £5,000 for all claims in any one period of insurance.

The most **we** will pay for any other claim under this extension is 20% of the total sum insured on **contents**.

19. Household removal

Accidental **damage** to **contents** when they are being transported from **your** home for permanent removal to another home in the **geographical limits**.

Cover includes necessary overnight stops and temporary storage for up to seven days in a furniture storage unit.

20. Fatal injury benefit

Your death, if this happens within three months as a direct result of

- (i) fire or accident in the home,
- (ii) an accident while travelling as a fare-paying passenger in any road or rail vehicle within the **geographical limits**, or
- (iii) an assault anywhere within the **geographical limits**.

The most **we** will pay is £5,000 per person and £10,000 in total for any one fire, accident or assault.

21. Locks and keys

If **you** lose the keys to **your** home, or to any safe or alarm in **your** home, or the keys are stolen, **we** will pay for reasonable and necessary costs of

- a) gaining access to **your** home
- b) repairing or replacing the keys or locks.

The most **we** will pay for any one claim is £1,000.

What is not covered

- (i) **Damage** by theft unless force was used to get into or out of a building.
- (ii) **Contents** removed to a furniture warehouse or in commercial storage.
- (iii) **Damage** caused by storm or flood to property in the open.
- (iv) Loss or damage from an unattended vehicle unless all windows, hoods, covers and sunroofs are securely closed and the boot and all doors locked and the property is concealed in a glove or luggage compartment or boot.

- (i) **Contents** stored in a furniture storage unit for more than seven days unless agreed by **us**.
- (ii) **Damage** to **valuables** or cash.
- (iii) **Damage** to brittle items unless packed by professional removal contractors.

Death caused by any person insured by this policy.

What is covered

22. Jury service

We will pay for any financial loss resulting from **you** being called for jury service.

The most **we** will pay for any one claim is £50 a day or £1,000 in total.

23. Warranty replacement

If any item insured under this section is lost or damaged beyond repair by an event covered by this section and **you** hold a current extended warranty for the item, **we** will (after replacing the item) pay the cost of buying a similar extended warranty. **We** will only pay for this if **you** give **us** the original warranty.

24. Title deeds

We will pay the necessary cost of preparing new title deeds to **your** home if the originals are lost or damaged by **damage** insured under paragraphs 1 to 11 of this section while the deeds are in **your** home, a bank or a safe deposit.

25. Gifts and family celebrations

We will automatically increase the **contents** sum insured by 20% for 30 days before and 30 days after a family celebration (such as a wedding or civil partnership) or a religious festival (such as Christmas) to cover gifts and additional provisions.

26. Tenants' liability

We will insure **you** against **your** legal liability as tenant (not owner) of **your** home for **damage** to the **buildings** and landlords' contents for which **you** are responsible caused by events insured under paragraphs 1 to 11 and 14 to 16 of the buildings section.

The most **we** will pay for any one claim is 20% of the sum insured for **contents**.

What is not covered

Wages and salary which is recoverable under the Legal expenses section of this policy.

What is covered

27. Occupiers' and personal liability

Subject to the limits of indemnity stated below, **we** will indemnify **you** in respect of any one accident or series of accidents arising out of or attributable to one event including all costs and expenses which **we** have agreed to in writing against **your** legal liability for: accidental death, bodily injury or disease of any person, or accidental **damage** to property; happening in the **geographical limits** arising

- (i) solely from **your** occupation (not as an owner) of the **buildings** and its land or any other building or caravan or boat hired or borrowed and used by **you** as temporary accommodation
- (ii) solely in a personal capacity (not as occupier or owner of any building or land)
- (iii) as an employer of any domestic employee.

Limits of indemnity

applying to paragraph 27

Note: Legal costs and expenses are included within the limits shown below.

- (i) In respect of **your** legal liability as an employer of domestic employees in the course of their employment,

What is not covered

Liability arising from:

- (i) **Your** owning (not occupying) any land or building
- (ii) **Damage** to property belonging to or held in trust by or controlled by **you** unless **you** have hired or borrowed the property for temporary accommodation within the **geographical limits**.
- (iii) Any profession, business or employment involving **you** or any member of **your** family.
- (iv) Injury (including death, disease or illness) to **you**.
- (v) **Your** owning or using **motor vehicles**, lifts, caravans (other than caravans hired or borrowed and used by **you** as temporary accommodation) or any craft designed to travel in on or through water air or space (other than non-mechanically propelled waterborne craft of five metres or less in length whilst operated on inland waterways or within three miles of the coast).
- (vi) Any vehicle which must be insured under the Road Traffic Acts.
- (vii) The transmission of any communicable disease and any condition which is directly or indirectly related to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or mutant derivatives or variations however caused.
- (viii) Any agreement **you** have made unless **you** would have been liable even without the agreement.
- (ix) **Damage** to property, or injury, death, disease or illness of or to any person caused by a dog specified under Section 1 of the Dangerous Dogs Act 1991 or specified in the Dangerous Dogs (Northern Ireland) Order 1991 S.I.2292 (N.I.21).
- (x) Any deliberate wilful or malicious act.
- (xi) Any fines, penalties or punitive exemplary aggravated multiplied or liquidated damages.

- (a) £5,000,000 any one event which is directly or indirectly caused by, results from or is in connection with **terrorism**.
- (b) £10,000,000 any other one event.
- (ii) In respect of all other claims: £1,000,000 any one event or any alternative limit as shown in **your** schedule.

Cover also applies elsewhere in the world for a total of up to 90 days in any one period of insurance.

What is covered

28. Unpaid compensation or damages

We will pay up to £1,000,000 for all compensation and damages which a court in the **geographical limits** has awarded to **you** and which have not been paid within three months of the date of the award.

This cover applies as long as:

- (i) the accident which results in the compensation and damages occurs within the period of insurance;
- (ii) there is no appeal outstanding and
- (iii) paragraph 27 of this section would have applied if the award had been made against **you** rather than to **you**.

29. Guests' personal belongings

Damage under paragraphs 1 to 11 of this section for **personal belongings** of **your** guests whilst in **your** home.

The most **we** will pay for any one claim is £2,500.

30. Trees, plants and shrubs

We will pay for **damage** to **your** trees, plants or shrubs covered under any paragraph in force under this section, other than paragraph 2 Storm or flood, up to a limit of £250 per item.

The most **we** will pay is £2,500 in total for all claims in any one period of insurance.

31. Contents in care homes

Damage to contents of any member of **your** immediate family whilst they are resident in a care home.

The most **we** will pay is £1,000 for any one claim and £5,000 in total for all claims in any one period of insurance.

What is not covered

- (i) **Damage** if there is any other insurance in force.
- (ii) **Personal belongings** of a paying guest or tenant in **your** home.

- (i) **Damage** caused by frost or weight of snow.
- (ii) **Damage** caused by animals.

Settling claims

At **our** option **we** will either replace or pay the cost of replacing as new except for

- (i) household linen and clothing where **we** will take off an amount for wear and tear, and
- (ii) items that can be economically restored or repaired (including household linen and clothing) where **we** will pay the cost of restoring or repairing the item.

If, at the time of any **damage** under this section the full cost of replacing the **contents** as new (less an amount for wear and tear on household linen and clothing) is greater than the limit of liability or the sum insured on **contents**, the amount payable by **us** in settlement of **your** claim will be reduced in proportion to the amount of underinsurance.

The most **we** will pay for any claim under paragraphs 1 to 11, 13, 14, 15 (i), 16 and 19 of this section is the sum insured depending on any limit shown in **your** schedule.

Your schedule will show any limits for individual items or **valuables**.

We will not reduce the sum insured after **we** pay a claim, except for total loss or destruction of individually specified items, in which case cover will end.

We will not pay for the cost of replacing any undamaged items which form part of:

- a pair
- a set
- a suite or
- any other item of a uniform nature, design or colour, including carpets.

C Personal possessions

The schedule will show if this sub-section applies and the cover in force

What is covered

Accidental **damage** to **personal belongings**, **valuables** and clothing owned by **you** or for which **you** are legally responsible and which are described in **your** schedule, within the **geographical limits**.

This cover also applies for up to 90 days in any one period of insurance, elsewhere in the world.

What is not covered

- (i) The amount of any **excess** shown in **your** schedule.
- (ii) Any amount in excess of £750 for any one pedal cycle unless stated otherwise in **your** schedule.
- (iii) Pedal cycles while racing.
- (iv) Theft of unattended pedal cycles away from the home unless they are securely locked to a permanent fixture.
- (v) Musical instruments used for semi-professional or professional purposes.
- (vi) Money, credit cards and other payment cards.
- (vii) **Damage** from an unattended vehicle unless all windows, hoods, covers and sun roofs are securely closed and the boot and all doors locked and the property is concealed in a glove or luggage compartment or boot.
- (viii) **Damage** to records, films, tapes, cassettes, discs, software or cartridges except for their value as unused material (unless they were pre-recorded in which case **we** will pay the maker's current listed price).

Settling claims

At **our** option **we** will either replace or pay the cost of replacing the item as new except for

- (i) clothing, where **we** will take off an amount for wear and tear, and
- (ii) items that can be economically restored or repaired (including clothing) where **we** will pay the cost of restoring or repairing the item.

The most **we** will pay for any claim is the sum insured, depending on any limit shown in **your** schedule.

We will not reduce the sums insured after **we** pay a claim, except for total loss or destruction of individually specified items, in which case cover will end.

We will not pay for the cost of replacing any undamaged items which form part of:

- a pair
- a set
- a suite or
- any other item of a uniform nature, design or colour.

D Personal money

This sub-section automatically applies when you select sub-section B Contents

What is covered

Accidental loss of **your personal money** within the **geographical limits**.

This cover also applies for up to 90 days in any one period of insurance, elsewhere in the world.

What is not covered

- (i) The amount of any **excess** shown in **your** schedule.
- (ii) Shortages caused by mistakes.
- (iii) Loss in value of the money.
- (iv) Loss due to confiscation.

Settling claims

We will pay the amount of the loss.

The most **we** will pay for any claim is the sum insured shown in **your** schedule.

We will not reduce the sum insured after **we** pay a claim.

7 Domestic legal expenses

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

The cover under this section is provided by DAS Legal Expenses Insurance Company Limited (DAS).

Welcome to DAS

Thank you for purchasing this DAS family cover. You are now protected by Europe's leading legal expenses insurer. To make sure you get the most from your DAS cover please take time to read this section which explains the contract between you and us.

Online law guide and document drafting

You can find plenty of useful legal advice and guidance for dealing with legal issues on our website

www.dashouseholdlaw.co.uk.

You can also buy legal documents from the site ranging from simple consumer complaint letters to wills.

Helping you with your legal problems

If you wish to speak to our legal teams about a legal problem please phone us on **0844 893 9011** quoting policy number TS3/5231334.

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

When you need to make a claim

If your issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this section phone us on 0844 893 9011 quoting policy number TS3/5231334 and we will give you a reference number. At this point we will not be able to tell you whether you are covered but we will pass the information you have given us to our claims-handling teams and explain what to do next.

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

Paul Asplin
Chief Executive Officer DAS Group

Our Head and Registered Office:

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

Registered in England and Wales, number 103274. Website: www.das.co.uk

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

Helpline services

You can contact our UK-based call centres 24 hours a day, seven days a week.

However, we may need to arrange to call you back depending on your enquiry. To help us check and improve our service standards, we record all inbound and outbound calls, except those to the counselling service. When phoning, please tell us your policy number.

Legal advice service - call 0844 893 9011

We provide confidential advice over the phone on any personal legal issue, under the laws of any European Union country, the Isle of Man, Channel Islands, Switzerland and Norway.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am - 5pm, Monday to Friday, excluding public and bank holidays.

If you call outside these times, a message will be taken and a return call arranged within the operating hours.

**Tax advice service -
call 0844 893 9011**

We offer confidential advice over the phone on personal tax matters in the UK.

Tax advice is provided by tax advisors 9am - 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.

Health and medical information service - call 0844 893 9011

We will give you information over the phone on general health issues and advice on a wide variety of medical matters. We can provide information on what health services are available in your area, including NHS dentists.

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

**Counselling service -
call 0844 893 9012**

We will provide you with a confidential counselling service over the phone. This includes, where appropriate, referral to relevant voluntary or professional services.

You will pay any costs for using the services to which we refer you.

This helpline is open 24 hours a day, seven days a week.

**Identity theft service -
call 0844 848 7071**

If you are a resident in the UK or the Channel Islands, we will provide you with detailed guidance and advice over the phone about being or becoming a victim of identity theft.

This helpline is open 8am - 8pm, seven days a week.

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

The meaning of words in this section

The following words have these meanings wherever they appear in this section in bold italic type:

Appointed representative

means the ***preferred law firm***, law firm, accountant or other suitably qualified person ***we*** will appoint to act on ***your*** behalf.

Costs and expenses

means

- (a) All reasonable and necessary costs chargeable by the ***appointed representative*** and agreed by ***us*** in accordance with the ***DAS Standard Terms of Appointment***.
- (b) The costs incurred by opponents in civil cases if ***you*** have been ordered to pay them, or ***you*** pay them with ***our*** agreement.

Countries covered

means

- (a) For insured incidents 2 Contract disputes and 3 Personal injury: The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
- (b) For all other insured incidents: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

DAS Standard Terms of Appointment

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

Date of occurrence

means

- (a) For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date **you** first became aware of it.)
- (b) For criminal cases, the date **you** began, or are alleged to have begun, to break the law.
- (c) For insured incident 6 Tax protection, the date when HM Revenue & Customs first notifies **you** in writing of its intention to make an enquiry.

Identity theft

means the theft or unauthorised use of **your** personal identification which has resulted in the unlawful use of **your** identity.

Period of insurance

means the period for which **we** have agreed to cover **you**.

Preferred law firm

means a law firm or barristers' chambers **we** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with **your** claim and must comply with **our** agreed service standard levels, which **we** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

Reasonable prospects

means for civil cases, the prospects that **you** will recover losses or damages (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgement), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **We**, or a **preferred law firm** on **our** behalf, will assess whether there are reasonable prospects.

We, us, our, DAS

means DAS Legal Expenses Insurance Company Limited.

You, your

means the policyholder and any member of their family who always lives with them. This includes students temporarily living away from home and unmarried partners. Anyone claiming under this section must have the policyholder's agreement to claim.

Our agreement

We agree to provide the insurance described in this section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section, provided that:

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

- (c) in respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
- (d) for an enforcement of judgement to recover money and interest due to **you** after a successful claim under this section, **we** must agree that **reasonable prospects** exist, and
- (e) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award.

What we will pay

We will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an insured incident, provided that:

- (a) the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000
- (b) the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**

What we will not pay

- (a) In the event of a claim, if **you** decide not to use the services of a **preferred law firm**, **you** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**.
- (b) The first £250 of any claim for legal nuisance or trespass. **You** must pay this as soon as **we** accept the claim.

Insured incidents

For advice and to make a claim call 0844 893 9011

What is covered

Please also refer to **our** agreement on page 74

1. Employment disputes

A dispute relating to **your** contract of employment.

2. Contract disputes

A dispute arising from an agreement which **you** have entered into in a personal capacity for:

- (a) buying or hiring in goods or services
- (b) selling goods

Please note that:

- (i) **you** must have entered into the agreement or alleged agreement during the **period of insurance**, and
- (ii) the amount in dispute must be more than £250.

3. Personal injury

A specific or sudden accident that causes **your** death or bodily injury to **you**.

4. Clinical negligence

An identified negligent act of surgery or identified negligent clinical or medical procedure which causes death or bodily injury to **you**.

What is not covered

Please also refer to the exclusions on page 79

A claim relating to the following:

- (a) employer's disciplinary hearings or internal grievance procedures
- (b) any claim relating to solely to personal injury
- (c) a compromise agreement while **you** are still employed.

A claim relating to the following:

- (a) construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT)
- (b) the settlement payable under an insurance policy (**we** will cover a dispute if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim)
- (c) a dispute arising from any loan, mortgage pension, investment or borrowing
- (d) a dispute over the sale, purchase terms of lease, license, or tenancy of land or buildings. However, **we** will cover a dispute with a professional advisor in connection with these matters
- (e) a motor vehicle owned by or hired or leased to **you**.

A claim relating to the following:

- (a) illness or bodily injury that happens gradually
- (b) psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to **you**
- (c) defending **your** legal rights, but **we** will cover defending a counter-claim
- (d) clinical negligence.

A claim relating to the following:

- (a) the failure or alleged failure to correctly diagnose **your** condition
- (b) psychological injury or mental illness that is not associated with **you** having suffered physical bodily injury.

Insured incidents

For advice and to make a claim call 0844 893 9011

What is covered

Please also refer to **our** agreement on page 74

5. Property protection

A civil dispute relating to **your** principle home that **you** own, or are responsible for following:

- (a) an event which causes physical damage to such property but the amount in dispute must be more than £250
- (b) a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it)
- (c) a trespass.

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

6. Tax protection

A comprehensive examination by HM Revenue & Customs that considers all areas of **your** self assessment tax return, but not enquiries limited to one or more specific area.

What is not covered

Please also refer to the exclusions on page 79

- (a) A claim relating to the following:
 - (i) a contract **you** have entered into
 - (ii) any building or land except **your** main home
 - (iii) someone legally taking **your** property from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your** property by any government or public or local authority
 - (iv) work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage
 - (v) mining subsidence
 - (vi) adverse possession (meaning the occupation of any building or land either by someone trying to take possession from **you** or of which **you** are trying to take possession)
 - (vii) the enforcement of a covenant by or against **you**.
 - (b) Defending a claim relating to an event that causes physical damage to property, but **we** will cover defending a counter claim.
 - (c) The first £250 of any claim for legal nuisance or trespass. This is payable by **you** as soon as **we** accept the claim.
-
- (a) Any claim if **you** are self employed, or a sole trader, or in a business partnership.
 - (b) An investigation or enquiries by HM Revenue & Customs Specialist Investigations or the HM Revenue & Customs Prosecution Office.

Insured incidents

For advice and to make a claim call 0844 893 9011

What is covered

Please also refer to **our** agreement on page 74

7. Jury service and court attendance

Your absence from work:

- (a) to attend any court or tribunal at the request of the appointed representative
- (b) to perform jury service
- (c) to carry out activities specified in **your identity theft** action plan under Insured incident 9 Identity theft protection.

The maximum **we** will pay is **your** net salary or wages for the time that **you** are absent from work less any amount the court gives **you**.

8. Legal defence

Cost and expenses to defend **your** legal rights if an event arising from **your** work as an employee leads to

- (a) **you** being prosecuted in a court of criminal jurisdiction
- (b) civil action being taken against **you** under:
 - discrimination legislation
 - section 13 of the Data Protection Act 1998.

What is not covered

Please also refer to the exclusions on page 79

Any claim if **you** are unable to prove **your** loss.

Any claim relating to **you** driving a motor vehicle.

Insured incidents

For advice and to make a claim call 0844 893 9011

What is covered

Please also refer to **our** agreement on page 74

9. Identity theft protection

- (1) Following a call to the **identity theft** helpline service **we** will assign a personal caseworker who will provide phone advice and a personal action plan to help regain **your** identity.
- (2) If **you** become a victim of **identity theft**, **we** will pay the costs **you** incur for phone calls, faxes or postage to communicate with the police, credit agencies, financial service providers, other creditors or debt-collection agencies. **We** will also pay the cost of replacement documents to help restore **your** identity and credit status.
- (3) Following your **identity theft** **we** will pay:
 - (a) legal costs to reinstate **your** identity including costs for the signing of statutory declarations or similar documents
 - (b) legal costs to defend **your** legal rights in a dispute with debt collectors or any party taking legal action against **you** arising from or relating to **identity theft**
 - (c) loan-rejection fees and any re-application administration fee for a loan when **your** original application has been rejected.

Please note that:

- (i) **you** must notify **your** bank or building society as soon as possible
- (ii) **you** must tell **us** if **you** have previously suffered **identity theft**, and
- (iii) **you** must take all reasonable action to prevent continued unauthorised use of **your** identity.

What is not covered

Please also refer to the exclusions on page 79

A claim relating to the following:

- (a) fraud committed by anyone entitled to make a claim under this section
- (b) losses arising from **your** business activities.

Legal expenses exclusions

We will not pay for the following:

1 Late reported claims

A claim where **you** have failed to notify **us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **we** consider **our** position has been prejudiced.

2 Costs we have not agreed

Costs and expenses incurred before **our** written acceptance of a claim.

3 Court awards and fines

Fines, penalties, compensation or damages that a court or other authority orders **you** to pay.

4 Legal action we have not agreed

Any legal action **you** take that **we** or the **appointed representative** have not agreed to, or where **you** do anything that hinders **us** or the **appointed representative**.

5 Group Litigation Order

Any claim where **you** may be one of a number of people involved in a legal action resulting from one or more events arising at the same time or from the same cause which could result in the court making a Group Litigation Order.

6 Defamation

Any claim relating to written or verbal remarks that damage **your** reputation.

7 A dispute with DAS

A dispute with **us** not otherwise dealt with under Legal expenses condition 7.

8 Judicial review

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

9 Litigant in person

Any claim where **you** want conduct of **your** own claim as defined by the Solicitors Regulation Authority (Code of Conduct: Rule 20).

Legal expenses conditions

1 Your legal representation

- (a) On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** or in-house lawyer as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
- (b) If the appointed **preferred law firm** or **our** in-house lawyer cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act as the **appointed representative**.
- (c) If you choose a law firm as **your appointed representative** who is not a **preferred law firm**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**.
- (d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

2 Your responsibilities

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

3 Offers to settle a claim

- (a) **You** must tell **us** if anyone offers to settle a claim. **You** must not negotiate or agree to a settlement without **our** written consent.
- (b) If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further legal costs.
- (c) **We** may decide to pay **you** the reasonable value of **your** claim, instead of starting or continuing legal action. In these circumstances **you** must allow **us** to take over and pursue or settle any claim in **your** name. **You** must also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and **you** must give **us** all the information and help **we** need to do so.
- (d) Where a settlement is made on a without-costs basis **we** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **us**.

4 Assessing and recovering costs

- (a) **You** must instruct the **appointed representative** to have legal costs taxed, assessed or audited if **we** ask for this.
- (b) **You** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay **us** any amounts that are recovered.

5 Cancelling an appointed representative's appointment

If the **appointed representative** refuses to continue acting for **you** with good reason, or if **you** dismiss the **appointed representative** without good reason, the cover **we** provide will end immediately, unless **we** agree to appoint another **appointed representative**.

6 Withdrawing cover

If **you** settle or withdraw a claim without **our** agreement, or do not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim from **you** any **costs and expenses we** have paid.

7 Arbitration

If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure, **you** can contact the Financial Ombudsman Service for help. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.

8 Keeping to the policy terms

You must:

- (a) keep to the terms and conditions of this policy
- (b) take reasonable steps to avoid and prevent claims
- (c) take reasonable steps to avoid incurring unnecessary costs
- (d) send everything **we** ask for, in writing, and
- (e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

9 Other insurances

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

10 Law that applies

This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise, the law of England and Wales applies.

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

How to make a complaint to DAS

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

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

Registered in England and Wales, number 103274.

Or **you** can phone **us** on 0844 893 9013 or email **us** at customerrelations@das.co.uk

Details of **our** internal complaint-handling procedures are available on request.

If **you** are still not satisfied, **you** can contact the Insurance Division of the Financial Ombudsman Service at: South Quay Plaza, 183 Marsh Wall, London E14 9SR.

You can also contact them on:

0800 0 234 567

Website: www.financial-ombudsman.org.uk

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

Sections 1-6 of this contract is underwritten by:
Ecclesiastical Insurance Office plc.

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

Section 7 is underwritten by DAS Legal Expenses
Insurance Company Ltd

FSA register number is 103274

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

www.fsa.gov.uk/pages/register

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

If you would like more information about
Ecclesiastical visit us at:

www.ecclesiastical.com

If you would like more information about
South Essex Insurance Brokers contact us at:

**South Essex House
North Road
South Ockendon
Essex
RM15 5BE**

Tel 01708 850000



Beaufort House, Brunswick Road,
Gloucester GL1 1JZ

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