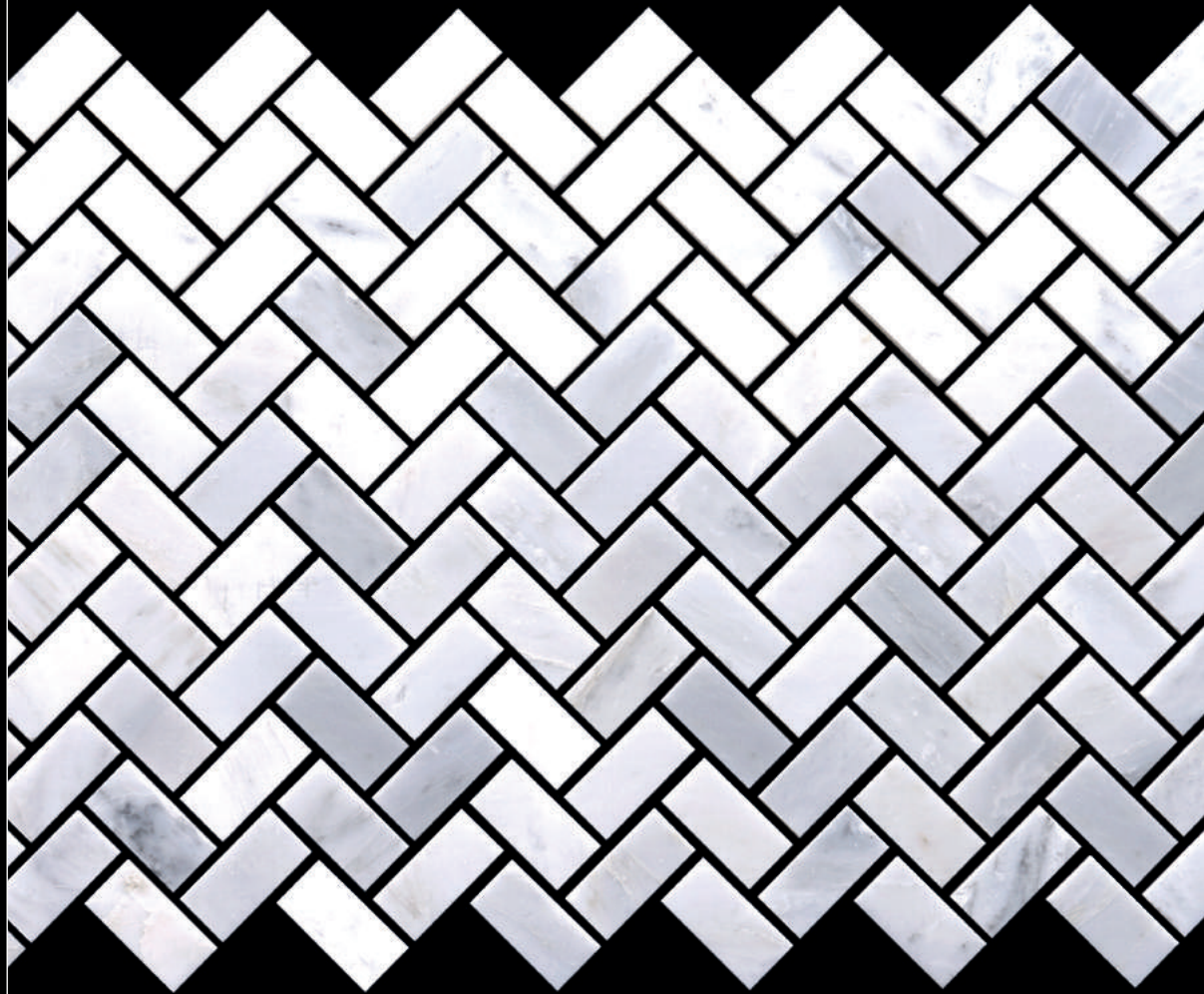


Property owners
Policy wording



A seamless integrated insurance solution for residential property landlords.

Please read this wording, together with any **endorsements** and the schedule, very carefully. If anything is not correct, please notify **us** immediately.

This wording is fully protected by the laws of copyright. No unauthorised use or reproduction is permitted.

Our promise to you

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**.



Ben Horton
CUO, Hiscox Underwriting Ltd

Complaints procedure

Hiscox aims to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times Hiscox are committed to providing **you** with the highest standard of service. If **you** have any concerns about **your policy** or **you** are dissatisfied about the handling of a claim and wish to complain **you** should, in the first instance, contact Hiscox Customer Relations in writing at:

Hiscox Customer Relations
The Hiscox Building
Peasholme Green
York YO1 7PR
United Kingdom

or by telephone on +44 (0)800 116 4627 or +44 (0)1904 681 198
or by email at customer.relations@hiscox.com.

Where **you** are not satisfied with the final response from Hiscox, **you** also have the right to refer **your** complaint to the Financial Ombudsman Service. For more information regarding the scope of the Financial Ombudsman Service, please refer to www.financial-ombudsman.org.uk.

General definitions

Words shown in **bold** type have the same meaning wherever they appear in this **policy**.

The words defined below are used throughout this **policy**. Any other definitions are shown in the section to which they apply.

Amount insured

The most **we** will pay as shown in the schedule. Unless **we** say otherwise, the amounts apply to each incident of loss and will be automatically restored to the full amount after **we** pay a loss provided **you** carry out **our** recommendations to prevent further loss or damage.

Asbestos risks

- a. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or
- b. exposure to asbestos, asbestos fibres or materials containing asbestos; or
- c. the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.

Bodily injury

Death, or any bodily or mental injury or disease of any person.

Buildings

The buildings which belong to **you** or for which **you** are legally responsible at the **insured premises**, including:

1. foundations, outbuildings, annexes and fixed fuel tanks;
2. walls, gates, fences, car parks, yards, private roads, pavements and paths;

General terms and conditions

3. external signs, aerials and satellite dishes attached to such structure;
4. security lighting, security cameras and other security and fire protection devices attached to such structure;
5. pipes, ducting, cables, wires and associated control equipment at the **insured premises** and up to the public mains;
6. fixed glass in windows, doors, fanlights and sanitary fixtures and fittings.

The land at the **insured premises** is not included within this definition.

Business

Your business or profession as shown in the schedule.

Communicable disease

Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.

Computers

Computers and ancillary equipment, including **programs**, data carrying media and any electronic or digital data, music or images.

Confiscation

Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.

Contents

The contents of the **insured premises** which belong to **you** or for which **you** are legally responsible, including:

1. carpets, furniture and soft furnishings;
2. white goods;
3. audio visual equipment;
4. outdoor furniture, heaters, ornaments, statues and other similar items that are normally left outdoors.

The following are not included within this definition:

- a. **buildings**;
- b. motorised vehicles, including off-road vehicles, their keys and accessories, other than domestic gardening equipment and wheelchairs;
- c. caravans and their accessories;
- d. watercraft and their accessories, including surfboards, sailboards, rowing boats and dinghies;
- e. aircraft or aerial devices and their accessories;
- f. bicycles, sports equipment and their accessories;
- g. bank cards, cash, bank and currency notes, cheques, travellers' cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, company sales vouchers, credit card counterfoils, travellers' tickets, VAT purchase receipts, contents of franking machines and, insofar as they are not otherwise insured, holiday-with-pay stamps and luncheon vouchers.
- h. any electronic, online or crypto currency, including Bitcoin, even where such currency exists in physical form
- i. **computers**;
- j. animals, trees, shrubs and plants;
- j. land or water;
- k. marquees and their accessories;
- l. gold, silver, platinum, gold and silver plate, jewellery, gemstones, watches, furs, guns, art, antiques and collectibles of particular value due to their age, style, artistic merit or collectability .

Damage

Accidental physical loss or physical damage.

Defence costs

Costs incurred with **our** prior written agreement to investigate, settle or defend a claim against **you**.

Endorsement

A change to the terms of the **policy**.

General terms and conditions

Excess	The amount you must bear as the first part of each agreed claim or loss.
Flood	Rising surface or tidal water, or the overflow of water from any natural or artificial watercourse (other than water tanks, apparatus or pipes), whether driven by storm or not.
Geographical limits	The geographical area shown in the schedule.
Insured premises	The space occupied by you or a tenant at the premises shown in the schedule located in a building of standard construction unless otherwise notified to us and to which we have confirmed our agreement. This includes any outbuildings you or a tenant occupy on the same premises.
Insured property	Buildings and contents.
Period of insurance	The time for which this policy is in force as shown in the schedule.
Policy	This insurance document and the schedule, including any endorsements .
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Property	Tangible property.
Property damage	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
Public authority restrictions	The tenant's inability to use the insured premises due to restrictions imposed by a public authority during the period of insurance following: <ol style="list-style-type: none">a murder or suicide;an occurrence of any human infectious or human contagious disease, an outbreak of which must be notified to the local authority;defects in the drains or other sanitary arrangements;vermin or pests at the insured premises.
Specified disease	Any of the following diseases: <ol style="list-style-type: none">acute encephalitis;anthrax;cholera;dysentery;legionellosis;legionnaires disease;leptospirosis;paratyphoid fever;rabies; ortetanus.
Standard construction	Built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material.
Storm	High winds of a destructive nature, rainstorm, hailstorm or snowstorm.
Subsidence	Subsidence, landslip or heave.
Tenant	Any tenant declared to us by you as having an assured shorthold tenancy agreement for no less than six months between you and them in respect of their occupation of the insured premises .
Terrorism	An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: <ol style="list-style-type: none">is committed for political, religious, ideological or similar purposes; and

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- b. is intended to influence any government or to put the public, or any section of the public, in fear; and
- c.
 - i. involves violence against one or more persons; or
 - ii. involves damage to property; or
 - iii. endangers life other than that of the person committing the action; or
 - iv. creates a risk to health or safety of the public or a section of the public; or
 - v. is designed to interfere with or to disrupt an electronic system.

Unoccupied

Not occupied or used for its normal purpose for a period of more than sixty consecutive days.

We/us/our

The insurer named in the schedule.

You/your

The insured named in the schedule.

In respect of the property owner's liability section of this **policy**, **you/your** also includes any person who was, is or during the **period of insurance** becomes **your** partner or director or senior manager in actual control of your operations.

General conditions

The following conditions apply to the whole of this **policy**. Any other conditions are shown in the section to which they apply.

Presentation of the risk

1. In agreeing to insure **you** and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must provide a fair presentation of the risk and must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which **you** (including **your** senior management and those responsible for arranging this insurance) know or ought to know following a reasonable search.

If you fail to make a fair presentation

2.
 - a. If **we** establish that **you** deliberately or recklessly failed to present the risk to **us** fairly, **we** may treat this **policy** as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us** and **we** will be entitled to retain all premiums paid.
 - b. If **we** establish that **you** failed to present the risk to **us** fairly but that **your** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** made a fair presentation of the risk, as follows:
 - i. if **we** would not have provided this **policy**, **we** may treat it as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us**. **We** will refund any premiums **you** have paid; or
 - ii. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the start of the **period of insurance**. This may result in **us** making no payment for a particular claim or loss. **You** must reimburse any payment made by **us** that **we** would not have paid if such terms had been in effect.

Change of circumstances

3. **You** must tell **us** as soon as reasonably possible of any change in circumstances during the **period of insurance** which may materially affect this **policy** (a material fact or circumstance is one which might affect **our** decision to provide insurance or the conditions of that insurance). **We** may then change the terms and conditions of this **policy** or cancel it in accordance with the Cancellation condition.

If you fail to notify us of a change of circumstances

4.
 - a. If **we** establish that **you** deliberately or recklessly failed to:
 - i. notify **us** of a change of circumstances which may materially affect the **policy**; or
 - ii. comply with the obligation in 1. above to make a fair presentation of the risk to **us** when providing us with information in relation to a change of circumstances;

we may treat this **policy** as if it no longer existed from the date of such change of circumstances and refuse to make any payment under it in respect of any claim made or any loss occurring after that date. **You** must reimburse all payments already made by **us** relating to claims made or losses occurring after such date. **We** will be entitled to retain all premiums paid.

General terms and conditions

- b. If **we** establish that **you** failed to notify **us** of a change of circumstances or to make a fair presentation of the risk to **us** when providing **us** with information in relation to a change of circumstances, but that **your** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** fairly presented the change of circumstances to **us**, as follows:
- i. if **we** would have cancelled this **policy**, **we** may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any incident occurring after that date. **You** must reimburse any payments already made by **us** relating to claims made or losses occurring after such date. **We** will refund any premiums **you** have paid in respect of any period after the date when cancellation would have been effective; or
 - ii. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the date when **your** circumstances changed. This may result in **us** making no payment for a particular claim or loss.
- Reasonable precautions 5. **You** must take reasonable steps to prevent accident or injury and to protect **your** property against loss or damage. **You** must keep any property insured under this **policy** in good condition and repair. **We** will not make any payment under this **policy** in respect of any incident occurring whilst **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.
- Inspections 6. **You** must ensure that any lifts, boilers and electrical installations in operation at the **insured premises**, are inspected and approved in accordance with all appropriate statutory requirements.
We will not make any payment under this **policy** in respect of any incident occurring whilst **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.
- Premium payment 7. **We** will not make any payment under this **policy** until **you** have paid the premium.
- Cancellation 8. **You** or **we** can cancel the **policy** by giving 30 days' written notice. **We** will give **you** a pro-rata refund of the premium for the remaining portion of the **period of insurance** after the effective date of cancellation for which **you** have already paid. However, **we** will not refund any premium under £20.

If **we** have agreed that **you** can pay **us** the premium by installments and **we** have not received an instalment 14 days after the due date, **we** may cancel the **policy**. In this event, the **period of insurance** will equate to the period for which premium installments have been paid to **us**. **We** will confirm the cancellation and amended **period of insurance** to **you** in writing.
- Multiple insureds 9. The most **we** will pay is the relevant amount shown in the schedule.

If more than one insured is named in the schedule, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**.

You agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the **policy**.
- Aggregate limit 10. Where this **policy** specifies an aggregate limit, this means **our** maximum payment for all relevant claims or losses covered under the **policy** during the **period of insurance**.

If the **period of insurance** is continuous, the aggregate limit will apply to all relevant claims or losses covered under the **policy** during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.
- Rights of third parties 11. **You** and **we** are the only parties to this **policy**. Nothing in this **policy** is intended to give any person any right to enforce any term of this **policy** which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

General terms and conditions

- Other insurance 12. **We** will not make any payment under this **policy** where **you** would be entitled to be paid under any other insurance if this **policy** did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this **policy** not been effected. If such other insurance is provided by **us** the most **we** will pay under this **policy** will be reduced by the amount payable under such other insurance.
- Cover under multiple sections 13. Where **you**, including anyone within the meaning of 'you' or 'insured person' in any section of the **policy**, are entitled to cover under more than one section of the **policy** in respect of the same claim or loss, or any part of a claim or loss, **we** shall only provide cover under one section of the **policy**, being the section that provides the most advantageous cover to **you** or the party entitled to cover.
- Governing law 14. Unless some other law is agreed in writing, this **policy** will be governed by the laws of England.
- Arbitration 15. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

General claims conditions

The following claims conditions apply to the whole of this **policy**. **You** must also comply with the conditions shown in each section of the **policy** under the heading **Your obligations**.

Your obligations

1. **We** will not make any payment under this **policy** unless **you**:
 - a. give **us** prompt notice of anything which is likely to give rise to a claim under this **policy**, in accordance with the terms of each section; and
 - b. give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**.
2. **You** must:
 - a. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim; and
 - b. give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become liable to pay under this **policy**, in **your** name but at **our** expense.

If **you** fail to do so, **you** shall be liable to **us** for an amount equal to the detriment **we** have suffered as a result of **your** failure to comply with this obligation, which **we** may deduct from any payment **we** make under this **policy**. However, **we** will not pursue any parent, subsidiary company of **yours** or any subsidiary of any parent company of **yours** for recovery of amounts **we** may become liable to pay under this **policy**.

Fraud

3. If **you**, or anyone entitled to cover in respect of any claim or loss, or anyone on behalf of **you** or such other person, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then:
 - a. **we** shall be entitled to give **you** notice of termination of the **policy** with effect from the date of any fraudulent act or claim or the provision of such false information;
 - b. **we** shall be entitled to refuse to make any payment under the **policy** in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information;
 - c. **you** must reimburse all payments already made by **us** relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and
 - d. **we** shall be entitled to retain all premiums paid.

This does not affect **your** rights in relation to any claim made or loss occurring before the date of any fraudulent act or claim or the provision of such false information.

4. Where this **policy** provides cover for any individual who, or entity that, is not a party to the **policy**, and where such an individual or entity (or anyone on their behalf) tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy**, **our** rights set out in 3. above apply only to any individual or entity that gave the false information or made the fraudulent claim.

The General terms and conditions and the following terms and conditions all apply to this section.

What is covered	We will insure you against damage occurring during the period of insurance to insured property at the insured premises or any other items specified under this section in the schedule.
Additional cover	The following are also provided up to the amount shown in the schedule:
Trace and access	1. We will pay for the necessary and reasonable costs you incur with our consent to locate any damage to cables, underground pipes and drains or the source of a gas leak or of any escape of water from permanent internal plumbing, where the damage, leakage or escape first occurs during the period of insurance. We will also pay the cost to make good any damage caused as a consequence of locating the source of leakage or escape.
Emergency services	2. We will pay for the cost of any fire brigade charges and other extinguishing expenses and other charges made by any organisation responsible for preservation of public safety, including replacing sprinklers, for which you are liable following damage occurring during the period of insurance to insured property.
Loss prevention costs	3. We will pay for necessary and reasonable costs that you incur to protect the insured property from imminent insured damage occurring during the period of insurance.
Additions to insured property	4. We will pay for damage occurring during the period of insurance to: <ol style="list-style-type: none"> any newly acquired or newly erected buildings once they have become your legal responsibility; and any additions or improvements of standard construction to the buildings once they are completed and become your legal responsibility; and any additional contents; <p>provided you tell us the additional values as soon as possible and pay the appropriate premium.</p>
Selling the buildings	5. If you are selling the buildings, this policy will cover the buildings for the buyer from the time you exchange contracts to the time of completion, unless the buyer is insured by, or has the benefit of, any other insurance. To obtain the benefit of this additional cover, the buyer must comply with the terms of this policy.
Gardens and landscaped grounds	6. We will pay for the necessary and reasonable costs you incur to restore the garden and landscaped grounds at the insured premises, which are owned by you or for which you are legally responsible, damaged during the period of insurance as a result of fire, lightning, explosion, theft, vandalism or collision or impact by a vehicle or aircraft or by falling trees, branches, lampposts, telegraph poles or pylons. The most we will pay to replace any one tree, shrub or plant is £250.
Discharge of oil	7. We will pay the necessary and reasonable additional costs and expenses you incur with our consent to decontaminate the land at the insured premises as a result of accidental discharge during the period of insurance of oil from any storage tank or oil fired heating appliance located at the insured premises. <p>We will not make any payment for any discharge of oil resulting from electrical or mechanical breakdown.</p>
Metered water and fuel	8. We will pay the cost that you incur for any metered water and fuel used at the insured premises when such water or fuel has been accidentally released or rendered unusable for its intended purpose as a direct result of insured damage occurring during the period of insurance to any storage tank or piping located at the insured premises.
Unauthorised use of utilities	9. We will pay the cost that you are contractually liable to pay for any unauthorised use of metered water, gas or electricity during the period of insurance by a third party provided that you discover such unauthorised use during the period of insurance.
Costs following glass breakage	10. We will pay the following necessary and reasonable costs you incur as a result of breakage or scratching, during the period of insurance, of glass at the insured premises, which belongs to you or for which you are legally responsible:

Insured property

Policy wording

- a. temporary boarding-up;
 - b. repair of window frames or removal or replacement of fixtures and fittings in the course of replacing the glass;
 - c. replacement lettering or other ornamental work and alarm foil on glass.
- Lock replacement 11. **We** will also pay for the costs incurred by **you** to replace locks and keys necessary to maintain the security of the **insured premises** following theft of keys involving force or violence occurring during the **period of insurance**.
- Extinguisher and alarm re-setting expenses 12. **We** will pay the necessary and reasonable costs and expenses **you** incur in order to refill fire extinguishing appliances, replace sprinkler heads and reset the fire or intruder alarm system following **damage to insured property**.
- Alternative accommodation 13. **We** will pay for the necessary and reasonable costs of alternative accommodation for the owner, lessee or **your tenant** while the **insured premises** or any part are unusable as a result of **damage to insured property**. **We** will pay for the period beginning at the date of the **damage** until the **insured premises** are repaired or rebuilt, but for no longer than 24 months.
- We** will not make any payment for tenant's alternative accommodation where **we** have made a payment under this section for Landlord's rent receivable.
- Landlord's rent receivable 14. **We** will pay for rent that **you** cannot legally recover from the owner, lessee or **your tenant** and for property management fees which **you** still owe while the **buildings** or any part are unusable as a result of:
- a. **damage to insured property**;
 - b. **damage to property** within 250 metres of the **insured premises** which prevents **your tenant's** access to the **insured premises** for more than 24 consecutive hours;
 - c. **public authority restrictions**.
- We** will not make any payment for landlord's rent receivable where **we** have made a payment under this section for alternative accommodation.
- Re-letting costs 15. **We** will pay for the necessary and reasonable costs **you** incur in re-letting the **insured premises** if **your tenant** does not return to the **insured premises** following **damage to insured property**.

What is not covered

We will not make any payment for:

1. **damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - b. chewing, scratching, tearing, denting, vomiting or fouling by pets;
 - c. dryness or humidity, being exposed to light or extreme temperatures, unless this is a result of **storm** or fire.
 - d. settlement or bedding down of new structures;
 - e. settlement or movement of made up ground;
 - f. coastal or river erosion;
 - g. collapse or cracking, other than **damage** to the main building resulting from **subsidence**;
 - h. **subsidence**:
 - i. to walls, gates, fences, car parks, yards, hard tennis courts, riding arenas, terraces, patios, driveways, private roads, pavements, paths, fixed fuel tanks, swimming pools or hot-tubs unless the main building is physically damaged at the same time and by the same cause;
 - ii. to solid floors unless the walls are physically damaged at the same time and by the same cause;

Insured property

Policy wording

- i. demolition, building work , groundwork or stoppage of such work at or on the **insured premises**;
 - j. a rise in the water table;
 - k. pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds;
 - l. **storm, flood** or falling trees, branches, lampposts, telegraph poles or pylons, to greenhouses, sheds, gazebos, pergolas, arbours, hedges, gates or fences unless the main building is physically damaged at the same time and by the same cause;
 - m. water leaking from swimming pools or hot-tubs;
 - n. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing;
 - o. accidental damage to **contents**;
 - p. any **virus** or **hacker**; or
 - q. **explosion** caused by the bursting of any boiler, economiser or other vessel, machine or apparatus in which internal pressure is due to steam only.
2. **damage to insured property** being cleaned, worked on or maintained other than by **you** or the **tenant**.
 3. **damage** to any ride-on lawn mower when not in use unless it is kept in a locked building that is of **standard construction**.
 4. **damage** to any item of electrical or mechanical plant or equipment directly resulting from its own electrical or mechanical breakdown.
 5. misuse, faulty workmanship, defective design or the use of faulty materials.
 6. the cost of maintenance or routine redecoration.
 7. unexplained loss or disappearance or inventory shortage.
 8. **damage to insured property** directly or indirectly caused by:
 - a. the cultivation of cannabis or any other drug; or
 - b. any deliberate act, malicious damage, theft or attempted theft by any **tenant**;
 unless:
 - i. **you** ensure that a thorough inspection of the **insured premises** is carried out at least every six months or as frequently as is permitted under the tenancy agreement; and
 - ii. a written record of such inspection is retained for a period of not less than three months after the end of the tenancy agreement.
 9. loss due to clerical or accounting errors.
 10. loss by fraud or dishonesty other than the direct physical theft of **contents**.
 11. financial loss due to **you** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.
 12. any indirect losses which result from the incident which caused **you** to claim, other than as provided under **What is covered, Additional cover**.
 13. a. **damage** caused solely by pollution or contamination; or
 - b. any costs or expenses relating to the clean up or decontamination of land caused by pollution or contamination. This does not apply to the cover under **What is covered, Discharge of oil**.
 14. the amount of the **excess**.
 15. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
 - a. civil commotion in Northern Ireland;
 - b. **war**;
 - c. **confiscation**;
 - d. **nuclear risks**; or

- e. **communicable disease** or the fear or threat of **communicable disease**, however, this exclusion (e) does not apply to What is covered, Landlord's rent receivable ,14c for restrictions imposed by a public authority following an occurrence of a human disease notified to the local authority, in respect of any diseases listed within the definition of **specified disease**; or
- f. any action taken in controlling, preventing, suppressing or in any way responding to a. to e. above.

If there is any dispute between **you** and **us** over the application of 15a above, it will be for **you** to show that the clause does not apply.

- 14. a. **damage** to any **buildings**, or **contents** of those **buildings**, which is directly or indirectly caused by, resulting from or in connection with **terrorism**, or any action taken to control, prevent or respond to **terrorism**, where:
 - i. more than 20% of the **buildings**' square footage is occupied for commercial purposes; or
 - ii. the **buildings**, or **contents** of those **buildings**, are insured in the name of a sole trader, trustee or executor or beneficiary of a trust or will and where the **buildings** are not solely occupied as the private residence of such person.
- b. **damage** directly or indirectly due to:
 - i. biological or chemical contamination which is caused by **terrorism**; or
 - ii. the failure in the supply of any gas, water, electricity or phone service which is caused by **terrorism**;

to any **buildings**, or **contents** of those **buildings**, which are insured in the name of an individual and solely occupied as a private residence;
- 16 **damage** to any **insured property** where any portion of the **insured premises** is **unoccupied** unless caused by fire, lightning, explosion, impact by falling aircraft or other aerial device or **subsidence**.

How much we will pay

Rebuilding and repair of buildings

We will pay up to the **amount insured** unless limited below or in the schedule, but **we** will not pay more than the **amount insured** in total for the cost of rebuilding or repair and other costs combined.

We will pay the cost of rebuilding or repairing the **buildings** to a condition equal to but not better or more extensive than their condition when new, provided **you** carry out the rebuilding or repair and do so without unreasonable delay. **You** may rebuild or replace **buildings** which are totally destroyed in any manner suitable to **your** requirements and/or on another site provided this does not increase the cost.

Repair and replacement of contents

In respect of **contents**, **we** will pay the cost of repair or replacement as new.

Other costs

We will pay the following necessary and reasonable costs and expenses **you** incur in connection with **damage** covered under this section:

1. the cost of removing debris of **insured property** from the **insured premises** or the area immediately adjacent;
2. the cost of dismantling, demolishing, shoring up or propping up any part of the **buildings**;
3. the fees of architects, surveyors or consulting engineers to rebuild the **buildings**;
4. the cost of clearing, cleaning and repairing drains, gutters and sewers on the **insured premises** which are blocked or damaged;
5. the cost of complying with any statutory or local authority requirement regarding the damaged part of the **building**, unless notice of such requirement was served before the **damage** and provided the **buildings** were originally built according to any government and local authority regulations in force at that time.

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

Inflationary provision cover

Provided that **you** advise **us** of the rebuilding value of the **buildings** and replacement value of the **contents** at the beginning of each **period of insurance**, the **amount insured** will be automatically increased by an additional percentage to take account of any inflationary

Insured property

Policy wording

increases over both the **period of insurance** and the period needed to rebuild, repair or replace the **insured property**.

Your schedule will show if inflationary provision cover applies and the additional percentage amount.

Under insurance

If, at the time of **damage we** establish that the **amount insured** does not represent:

1. the amount it would cost to reinstate the **buildings**, including an allowance for other costs; or
2. the total value of the **contents**;

we will reduce the amount **we** pay for any claim or loss in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you** if **you** had declared the actual cost of reinstatement or the total value of the **contents**.

We will only apply this calculation if:

1. **we** establish that the values declared to **us** for the **buildings** are less than 85% of the actual reinstatement cost or **we** find that the **amount insured** for **contents** is less than 85% of the **contents**; and
2. **we** establish that **your** failure to declare the actual reinstatement cost or the total value of the **contents** was not deliberate or reckless and was a breach of **your** obligation to
 - a. make a fair presentation of the risk to **us** before the start of the **period of insurance**; or
 - b. notify **us** of a change of circumstances in relation to the reinstatement cost of the **buildings** or the total value of the **contents**, which may materially affect the **policy**; or
 - c. make a fair presentation of the risk to **us** when notifying **us** of a change of circumstances in relation to the reinstatement cost of the **buildings** or the total value of the **contents** which may materially affect the **policy**.

This remedy may apply in addition to General conditions 2.b.ii. and 4.b.ii.

If **your** failure to declare the actual reinstatement cost was deliberate or reckless, the remedy under General conditions 2.a. or 4.a. will apply.

Other interests

Any payment **we** make will take into account the interest of any party having an insurable interest in the **insured property**, provided **you** have advised **us** of the nature and extent of the interest together with the name and address of that interested party.

Storm and flood

Where **damage** has been caused by **storm** or **flood**, **we** will treat all **damage to insured property** at any one location occurring during any period of 72 consecutive hours as one claim provided that all the **damage** occurs within the **period of insurance**. **You** may select when the 72 hour period starts.

Property being cleaned, worked on or maintained

The **excess** for each and every claim for **damage to insured property** being cleaned, worked on or maintained by **you** is amended to £1,000.

Special limits

Outdoor household items

The most **we** will pay for **damage** to outdoor furniture, heaters, ornaments, statues and other similar items that are normally left outdoors is the amount shown in the schedule.

Outbuildings

The most **we** will pay for **damage to insured property** in any outbuildings, garages, gazebos, pergolas, arbours, greenhouses or sheds is the amount shown in the schedule.

Special conditions

Non-invalidation

An insured claim for **damage to insured property** will not be invalidated by any act, omission or alteration that increases the risk of **damage** to such **insured property** provided:

1. **you** were not aware of such act, omission or alteration; and
2. **you** notify us as soon as you become aware of any such act, omission or alteration.

Your obligations

If any damage occurs

We will not make any payment under this section unless **you**:

1. notify **us** promptly of any **damage** which might be covered;
2. report to the police, as soon as is reasonably possible, any **damage** arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them;
3. arrange for urgent repairs to be done immediately. Before any other repair work begins **we** have the right to inspect the damaged **property**. **We** will tell **you** if **we** want to do this.

Building works

If **you** intend to undertake any work to extend, renovate, build or demolish any part of the **buildings** at the **insured premises** and the estimated cost is more than £75,000, **you** must tell **us** about the work at least 30 days before the work starts and before **you** enter into any contract for the works. **We** may change the terms and conditions of this **policy** or impose additional requirements that **you** must carry out. If **we** impose additional requirements **we** will tell **you** the timeframes within which **you** must carry them out. If **you** do not tell **us**, **we** will not make any payment for **damage** directly or indirectly caused by or resulting from the building works.

You do not have to tell **us** if the work is for redecoration only.

Protections

You must advise **us** as soon as **you** become aware, if for any reason, any fire alarms, security systems or physical protections installed at the **insured premises** are not working properly. **We** may then vary the terms and conditions of this **policy**. All systems must be regularly serviced under contract by a reputable company at least annually.

We will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

Please read the schedule to see if **your** loss of **rental income** is covered or if a **first loss limit** applies.

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

Alternative hire costs	The additional costs and expenses reasonably incurred by you for the necessary hire of a substitute item of similar type and capacity either while insured property is being repaired or until permanently replaced, following insured damage or insured failure.
Annualised amount insured	The amount insured divided by the indemnity period multiplied by 12.
Annualised declared amount	The declared amount for your actual rental income divided by the indemnity period multiplied by 12.
Declared amount	Any amount stated in the schedule which you have declared as your actual rental income .
First loss limit	Any amount insured stated in the schedule as a first loss limit, where, with our consent, you have selected a limit that is less than your declared rental income .
Indemnity period	The period, in months, beginning at the date of the insured damage or the date the restriction is imposed, and lasting for the period during which your rental income is affected as a result of such insured damage , insured failure or restriction, but for no longer than the number of months stated in the schedule.
Rental income	Rent that you cannot legally recover from your tenant which you would have received while the buildings or any part are unusable.

What is covered

What is covered	We will insure you for your loss of rental income , resulting solely and directly from:
Insured damage	1. damage to insured property insured under the property section of this policy .
Denial of access	2. damage in the vicinity of the insured premises which prevents or hinders the tenant's access to the insured premises ;
Public utilities	3. failure in the supply of: a. water; b. gas; c. electricity; or d. telecommunications, to the insured premises for more than 24 consecutive hours caused by insured damage , other than damage caused by flood or earth movement , to: i. any land based premises of a service provider operating and based in the European Union (including in the United Kingdom or Gibraltar); ii. the terminal feed to the insured premises ; or iii. underground cables conveying such services from the service provider to the insured premises .
Public authority	4. the tenant's inability to use the insured premises due to restrictions imposed by a public authority during the period of insurance following: a. any danger or disturbance, other than those specified below, in the vicinity of the insured premises , provided that the restriction lasts for longer than 12 hours;. b. a murder or suicide;

Property – business interruption

Policy wording

	<ul style="list-style-type: none"> c. an occurrence of any human infectious or human contagious disease, an outbreak of which must be notified to the local authority; d. defects in the drains or other sanitary arrangements; e. vermin or pests at the insured premises.
Legionella	5. the tenant's restricted use of the insured premises by order of advice of the appropriate authority due to an outbreak of legionellosis, during the period of insurance , at the insured premises
Additional cover	The following are also provided up the amount stated in the schedule:
Loss of investment income	1. If a payment is made from us to you for loss of rental income following insured damage to insured property and the payment is made after the date on which you would normally have expected to receive the payment for rent, we will pay an amount for the investment income you would have lost in that period. This amount will be calculated using the bank interest rate applicable at the time.
Property management fees	2. We will pay for property management fees which you still owe while the buildings or any part are unusable as a result of the following: <ul style="list-style-type: none"> a. damage to insured property covered under this section; b. damage to property within 250 metres of the insured premises which prevents or hinders your tenant's access to the insured premises for more than 24 consecutive hours; c. public authority restrictions. <p>We will not make any payment for property management fees where we have made a payment under the insured property section, for Tenant's alternative accommodation.</p>

What is not covered	<ul style="list-style-type: none"> 1. We will not make any payment for any interruption to your business directly or indirectly caused by, resulting from or in connection with terrorism. 2. We will not make any payment if your activities as a property owner are discontinued permanently or if a liquidator or receiver is appointed. 3. We will not make payment for any interruption or loss directly or indirectly caused by, contributed to by, resulting from or in connection with any communicable disease or the fear or threat of any communicable disease. However, this exclusion does not apply to: <ul style="list-style-type: none"> a. what is covered, Public authority 4c in respect of any specified diseases; b. what is covered, Legionella in respect of legionellosis; or c. additional cover, Property management fees, 2c for restrictions imposed by a public authority following an occurrence of a human disease notified to the local authority, in respect of any diseases listed within the definition of specified diseases.
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How much we will pay	<p>We will pay up to the amount insured unless limited below or stated in the schedule. We will pay for no longer than the indemnity period stated in the schedule against each insured item.</p> <p>If you are accountable to the tax authorities for Value Added Tax, the amount we pay will be exclusive of such tax.</p> <p>The amount we pay for each item will be calculated as follows:</p> <p>We will pay up to £25,000 for loss of rental income caused by insured damage to:</p> <ul style="list-style-type: none"> 1. any newly acquired or newly erected buildings once they have become your legal responsibility; 2. any additions or improvements of standard construction to the buildings once they are completed and become your legal responsibility, or; 3. any additional contents; <p>provided you tell us the additional rental income as soon as possible and pay the appropriate premium.</p>
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Property – business interruption

Policy wording

Loss of income	The difference between your actual rental income during the indemnity period and the rental income it is estimated you would have earned during that period or, if this is your first trading year, the difference between your rental income during the indemnity period and during the period immediately prior to the loss, less any savings resulting from the reduced costs and expenses you pay out of your rental income during the indemnity period .
Accountant's charges	The amount we will pay for loss of rental income includes the reasonable charges you pay to your professional accountant for producing information we require in support of a request for settlement under this section.
Under insurance	<p>If, at the time of insured damage, insured failure or restriction, we establish that:</p> <ol style="list-style-type: none">1. the annualised amount insured; or2. the annualised declared amount, where you have selected a first loss limit which is stated on the schedule; <p>does not represent your actual rental income during the 12 months immediately preceding the date of the insured damage, insured failure or restriction, we will reduce the amount we pay in the proportion that the premium you have paid bears to the premium we would have charged you if you had declared your actual rental income.</p> <p>We will only apply this calculation if:</p> <ol style="list-style-type: none">1. we establish that the annualised amount insured is less than 85% of your actual rental income during the 12 months immediately preceding the start of the period of insurance; and2. we establish that your failure to declare your actual rental income was not deliberate or reckless and was a breach of your obligation to make a fair presentation of the risk to us before the start of the period of insurance. <p>This remedy may apply in addition to General condition 2. b.ii. If your failure to declare your actual rental income was deliberate or reckless, the remedy under General condition 2.a. will apply.</p>

Your obligations

If any damage occurs	We will not make any payment under this section unless you notify us promptly of any damage or event which might prevent or hinder you from carrying on your activities .
Property insurance	Where the damage involves property you own or are legally responsible for, we will not make any payment unless we have paid your property damage claim or admitted liability under the Property section of this policy .
Accounts records	You must keep a record of all amounts owed to you and keep a copy of the record away from the insured premises . If you do not, we may reduce any payment we make under this section by an amount equal to the detriment we have suffered as a result.

The General terms and conditions and the following terms and conditions all apply to this section.

What is covered

Claims against you	<p>If, as a result of your ownership or legal responsibility for any insured property, any party brings a claim against you for bodily injury or property damage occurring during the period of insurance, we will indemnify you against the sums you have to pay as compensation.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Claims against third parties	<p>If, as a result of your ownership or legal responsibility for any insured property, any party brings a claim, which falls within the scope of What is covered, Claims against you, against any party with whom you have entered into a contract or agreement in connection with the insured property and you are liable for that claim, we will treat such claim as if made against you and make the same payment to such party that we would have made to you, provided that they:</p> <ol style="list-style-type: none"> a. have not, in our reasonable opinion, caused or contributed to the claim against them; b. accept that we can control the claim's defence and settlement in accordance with the terms of this section; c. have not admitted liability or prejudiced the defence of the claim before we are notified of it; d. give us the information and co-operation we reasonably require for dealing with the claim.
Cross liabilities	<p>If more than one insured is named in the schedule, we will deal with any claim as though a separate policy had been issued to each of them provided that our liability in the aggregate shall not exceed the limit of indemnity shown in the schedule.</p>
Criminal proceedings costs	<p>If any governmental, administrative or regulatory body brings any criminal action against you during the period of insurance for any breach of statute or regulation directly relating to any actual or potential claim under this section, we will pay the costs incurred with our prior written consent to defend such an action against you.</p>
Defective Premises Act	<p>If, during the period of insurance, you dispose of any insured property and any party brings a claim against you under Section 3 of the Defective Premises Act 1972) or Section 5 of the Defective Premises Measure (Northern Ireland) Order 1975, we will pay for the sums you have to pay as compensation. We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p> <p>We will not in any event make any payment for any:</p> <ol style="list-style-type: none"> a. liability where you are entitled to cover under any other insurance; b. costs of remedying any actual or alleged defect, which if not remedied may result in a claim.
Additional cover	
Court attendance compensation	<p>If any person within the definition of you has to attend court as a witness in connection with a claim against you covered under this section, we will pay you compensation for each day, or part of a day, that their attendance is required by our solicitor.</p>

What is not covered

Insured property	<p>A. We will not make any payment for any claim or loss directly or indirectly due to:</p> <ol style="list-style-type: none"> 1. loss of or damage to any insured property, including the resulting loss of use of any insured property. 2. the ownership, possession, maintenance or use by you, your employees or your tenant of any aircraft or other aerial device, hovercraft, watercraft or any mechanically propelled vehicles and their trailers. This does not apply to: <ol style="list-style-type: none"> a. any domestic gardening equipment; b. the loading or unloading of any vehicle off the highway.
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Property owner's liability

Policy wording

Injury to employees	3. bodily injury to any person arising out of and in the course of their employment under a contract of service or apprenticeship with you .
Pollution	4. a. i. any pollution of buildings or other structures or of water or land or the atmosphere; or ii. any bodily injury or property damage directly or indirectly caused by pollution ; unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance ; b. any pollution occurring in the United States of America or Canada.
Computer virus	5. transmission of a computer virus .
Professional advice	6. designs, plans, specifications, formulae, directions or advice prepared or given by you .
Your products	7. any goods sold, supplied, distributed or manufactured by you .
Deliberate or reckless acts	8. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
Contracts	9. your liability under any contract which is greater than the liability you would have at law without the contract.
War, terrorism and nuclear	10. war, terrorism or nuclear risks .
Asbestos	11. asbestos risks . B. We will not make any payment for:
Restricted recovery rights	1. that part of any claim where your right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.
Claims outside the geographical limits	4. any claim brought against you resulting from any activity you undertake in any country outside the geographical limits .

How much we will pay

We will pay up to the limit of indemnity shown in the schedule for each actual or threatened claim, unless limited below. **We** will also pay for **defence costs**. However, if a payment greater than the limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the **excess** for each claim.

All claims which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** activity will be regarded as one claim.

Special limits

Pollution	For claims arising from pollution , the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs , including any claims forming part of a series of other claims regarded as one claim under this section. The most we will pay for defence costs in relation to pollution claims is the amount shown in the schedule. You must pay the relevant excess shown in the schedule.
Claims brought against you in USA or Canada	If it is stated in the schedule that cover is provided for claims brought in the United States of America or Canada, the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs . You must pay the relevant excess shown in the schedule.

Criminal proceedings costs	The most we will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against you during the period of insurance .				
Court attendance compensation	We will pay you the following compensation for each day, or part day: <table><tr><td>1. Your partner or director</td><td>£250</td></tr><tr><td>2. Any other employee</td><td>£100</td></tr></table> <p>The most we will pay for the total of all court attendance compensation is £10,000.</p>	1. Your partner or director	£250	2. Any other employee	£100
1. Your partner or director	£250				
2. Any other employee	£100				
Paying out the limit of indemnity	At any stage we can pay you the applicable limit of indemnity or what remains after any earlier payment from that limit. We will pay defence costs already incurred at the date of our payment. We will then have no further liability for those claims or their defence costs .				

Your obligations

	We will not make any payment under this section:
If a problem arises	<ol style="list-style-type: none">unless you notify us promptly of any claim or threatened claim against you. For claims arising out of bodily injury, you must notify us immediately and in any event within seven days of a claim or anything which may give rise to a claim under this section. At our request, you must confirm the facts in writing within 30 days with as much information as is available. You should make this notification directly to us (and your insurance adviser, if you have one) as follows, ensuring you quote your policy number: by email to: liability.claims@hiscox.com; or by post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE, United Kingdom.unless you notify us as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body.
Admission of liability	When dealing with your client or a third-party, you must not admit that you are liable for what has happened or make any offer, deal or payment, unless you have our prior written agreement. If you do, we may reduce any payment we make under this section by an amount equal to the detriment that we have suffered as a result. You must also not reveal the amount of cover available under this insurance, unless you had to give these details in negotiating a contract with your client or have our prior written agreement.

Control of defence

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar-fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

Bodily injury	Death or any bodily or mental injury or disease.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Employee	<p>Any person normally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man working for you in connection with your business who is:</p> <ol style="list-style-type: none">employed by you under a contract of service or apprenticeship;hired to or borrowed by you;under your control or supervision and is self-employed or working on a labour-only basis;engaged by labour-only sub-contractors;a labour master or a person supplied by him;engaged under a work experience or training scheme;a voluntary helper.
Terrorism	An act, including but not limited to the use of force or violence and/or the threat of force or violence, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

What is covered

Claims against you	<p>If any employee brings a claim against you for bodily injury caused to them during the period of insurance arising out of their work for you within the geographical limits, we will indemnify you against the sums you have to pay as compensation.</p> <p>The amount we pay will include defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Criminal proceedings	If any governmental, administrative or regulatory body brings any criminal action against you during the period of insurance for any breach of statute or regulation directly relating to any actual or potential claim under this section, we will pay the costs incurred with our prior written consent to defend such an action against you .
Claims against principals	<p>If, as a result of your business, any party brings a claim, which falls within the scope of What is covered, Claims against you, against any other party with whom you have entered into a contract or agreement in connection with your business and you are liable for that claim, we will treat such claim as if made against you and make the same payment to such party that we would have made to you, provided that they:</p> <ol style="list-style-type: none">have not, in our reasonable opinion, caused or contributed to the claim against them;accept that we can control the claim's defence and settlement in accordance with the terms of this section;have not admitted liability or prejudiced the defence of the claim before we are notified of it;give us the information and co-operation we reasonably require for dealing with the claim.
Unsatisfied court judgments	<p>If any employee obtains a judgment for damages following bodily injury against any company or individual operating from premises within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands and that judgment remains unpaid for more than six months, we will pay to the employee at your request the amount of any unpaid damages and awarded costs provided that:</p> <ol style="list-style-type: none">the bodily injury is caused during the period of insurance and arises out of and in the course of his or her employment in your business; and

Employers' liability

Policy wording

- b. **we** would have covered **your** liability if **you** had caused the **bodily injury**; and
- c. there is no appeal outstanding; and
- d. the **employee** assigns his or her judgment to **us**.

Additional cover

Court attendance compensation

If any of **your** directors, partners, trustees, committee members, senior managers or officers in actual control of **your** operations or any other **employee** has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day, or part of a day that their attendance is required by **our** solicitor.

What is not covered

We will not make any payment for:

- 1. any claim or part of a claim or loss directly or indirectly due to:
 - Deliberate or reckless acts
 - a. any act, breach or omission **you** deliberately or recklessly commit, condone or ignore.
 - Offshore
 - b. any **bodily injury** caused to any of **your employees** while they are offshore. An **employee** is regarded as being offshore from the moment they board any form of transport at the departure point for an offshore rig or platform until the moment they disembark on their return from the rig or platform.
 - Road traffic legislation
 - c. any **bodily injury** to any **employee** while being carried in or upon, or entering or getting onto, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where **you** are entitled to indemnity from any other source.
 - Placed personnel
 - d. any **bodily injury** to any person supplied by **you** to a client under contract.
- 2. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.

This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

How much we will pay

We will pay up to the limit of indemnity stated in the schedule, unless limited below.

All claims, losses and **defence costs** relating to one or more **employees** which arise from any one incident or event will be regarded as one claim. This includes such claims, losses and **defence costs** arising after, as well as during, the **period of insurance**, but does not include criminal proceedings costs.

Special limits

- Terrorism

The most **we** will pay for claims and their **defence costs** arising from **terrorism** is the amount stated in the schedule. If **we** decide that this limit applies to a claim, it is **your** responsibility to prove that the claim does not arise from **terrorism**.
- Criminal proceedings costs

We will pay up to the amount stated in the schedule for the costs to defend criminal proceedings. This applies to all actions brought against **you** during the **period of insurance**.

Additional cover

Court attendance compensation

We will pay **you** compensation, as stated in the schedule, for each day or part day that any of **your** directors, partners, trustees, committee members, senior managers or officers in actual control of **your** operations or other **employees** are required to attend court in relation to a claim covered under this section. The most **we** will pay for the total of all court attendance covered under this section is stated in the schedule.

Your obligations

You must provide **us** with the following information for each entity insured under this section of the **policy**:

1. employer name; and
2. full address of employer including postcode; and
3. HMRC Employer Reference Number (ERN).

If any insured entity does not have an ERN, **you** must confirm to **us** which of the following reasons applies:

- a. the entity has no employees; or
- b. all staff employed earn below the current Pay As You Earn (PAYE) threshold; or
- c. the entity is not registered in England, Wales, Scotland or Northern Ireland.

You must inform **us** immediately of any changes to the above information.

If a problem arises

1. **We** will not make any payment under this section unless **you** notify **us**:
 - a. immediately and in any event within seven days of a claim or anything which may give rise to a claim under this section for or arising out of **bodily injury**;
 - b. promptly of any:
 - i. other claim or anything which may give rise to any other claim; or
 - ii. threatened criminal action by any governmental, administrative or regulatory body.

At **our** request, **you** must confirm the facts in writing within 30 days with as much information as is available.

You should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows, ensuring **you** quote **your** policy number:

by email to: liability.claims@hiscox.com; or

by post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.

2. When dealing with **your employee** or a third party, **you** must not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. If **you** do, **we** may reduce any payment **we** make under this section by an amount equal to the detriment that **we** have suffered as a result.

Control of defence

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar-fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

Compulsory insurance clause

This insurance is in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands or the Continental Shelf around these countries. **You** must repay all payments **we** make which **we** would not have been liable to pay in the absence of such law.

Employers' Liability Tracing Office

Your policy details will be added to the employers' liability database, managed by the Employers Liability Tracing Office (ELTO). This data will be available for search by registered users as well as individual claimants on a limited basis, who wish to verify the employers' liability insurer of an employer at a particular point in time.

You can find out more:

- from **your** insurance adviser (if **you** have one); or
- by contacting **us**; or
- at www.elto.org.uk

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

DAS head and registered office: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH, England.

Registered in England and Wales, number 103274.

Website: www.das.co.uk.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

DAS Law Limited Head and Registered Office: DAS Law Limited, North Quay, Temple Back, Bristol BS1 6FL, England.

Registered in England and Wales, number 5417859.

Website: www.daslaw.co.uk.

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

To make sure that you get the most from your cover, please take time to read this section which explains the contract between you and **DAS**. Please take extra care in following the procedures under employment compensation awards cover (**insured incident 1 b.**)

It will help if you keep the following points in mind:

How can DAS help

To make a claim under this section, please telephone **DAS** on 0117 934 2111. **DAS** will ask you about your legal dispute and, if necessary, will call you back at an agreed time to give you legal advice. If your dispute needs to be dealt with as a claim under this section, **DAS** will provide you with a claim reference number. At this point, **DAS** will not be able to confirm that you are covered but will pass the information you have given **DAS** to the claims handling teams and explain what to do next.

Send your claim to

If you would prefer to report your claim in writing, please send it to the Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

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

Claims outside the United Kingdom may be dealt with by other **DAS** offices elsewhere in Europe.

When DAS cannot help

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

Cover

This section will cover the **insured person** in respect of any **insured incident** arising in connection with the business shown in the policy schedule if the premium has been paid.

DAS agree to provide the insurance in this section in accordance with the operative covers shown in the policy schedule as long as:

- a. the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limit**;
- b. any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, in the **territorial limit**; and
- c. **reasonable prospects** exist for the duration of the claim.

For all **insured incidents**, **DAS** will help in appealing or defending an appeal as long as the **insured person** tells **DAS** within the time limits allowed that they want **DAS** to appeal. Before **DAS** pay any **costs and expenses** for appeals, **DAS** must agree that it is always more likely than not that the appeal will be successful.

If an **appointed representative** is used, **DAS** will pay the **costs and expenses** incurred for this.

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

The most **DAS** will pay for all claims resulting from one or more event arising at the same

time or from the same originating cause is the limit stated in the schedule.

Special definitions for this section

Appointed representative	The preferred law firm or tax consultancy or other law firm or other suitably qualified person, who has been appointed to act for an insured person in accordance with the terms of this section. The most DAS will pay in costs and expenses is no more than the amount we would have paid to a preferred law firm or tax consultancy . The amount we will pay a law firm or tax consultancy (where acting as an appointed representative) is currently £100 per hour. This amount may vary from time to time.
Costs and expenses	<ol style="list-style-type: none"> 1. All reasonable and necessary costs chargeable by the appointed representative and agreed by DAS. 2. The costs incurred by opponents in civil cases if the insured person has been ordered to pay them, or the insured person pays them with DAS' agreement.
DAS	DAS Legal Expenses Insurance Company Limited.
Date of occurrence	<ol style="list-style-type: none"> 1. For civil cases (other than under insured incident – 4 tax protection), the date of occurrence is 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 the policyholder or an insured person first became aware of it.) 2. For criminal cases, the date of occurrence is when the insured person began or is alleged to have begun to break the law. 3. For insured incident - 4 tax protection, the date of occurrence is when HM Revenue and Customs first notifies in writing the intention to make enquiries. For VAT or employer compliance disputes, the date the dispute arises during the period of insurance following the issue of an assessment, written decision or notice of a civil penalty. 4. For insured incident 2 - legal defence, 5 statutory notice appeals, the date when the policyholder is issued with the relevant notice and has the right to appeal.
Employer compliance dispute	A dispute with HM Revenue & Customers concerning insured person's compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.
Insured person	The policyholder and the policyholder's directors, partners, trustees, committee members, managers, employees and any other individuals declared to us by the policyholder .
Legal nuisance	Any unlawful interference with the policy holder's use or enjoyment of the policy holder's land, or some right over, or in connection with it.
Preferred law firm or tax consultancy	A law firm, barristers' chambers or tax expert DAS choose to provide legal or other or tax consultancy services. These specialists are chosen as they have the proven expertise to deal with the insured person's claim and must comply with DAS agreed service standard levels, which we audit regularly.
Reasonable prospects	<ol style="list-style-type: none"> 1. For civil cases, the prospects that the insured person will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that DAS have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. DAS, or a preferred law firm or tax consultancy on DAS' behalf, will assess whether there are reasonable prospects. 2. For criminal cases there is no requirement for there to be prospects of a successful outcome, however for appeals the prospects must be at least 51%.

Tax enquiry	<p>A written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either:</p> <ol style="list-style-type: none"> 1. includes a request to examine any aspect of the insured person's books and records; or 2. advises of a check of the insured person's whole tax return.
Territorial limit	<p>For insured incidents 2 legal defence (excluding 2.5), and 3 b. bodily injury The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia and Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.</p> <p>For all other insured incidents The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.</p>
The policyholder	The insured person named in the policy schedule.
VAT dispute	A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to your VAT affairs.

Insured incidents DAS will cover

1. Employment disputes and compensation awards

a. Employment disputes	<p>Costs and expenses to defend the policyholder's legal rights:</p> <ol style="list-style-type: none"> 1. prior to the issue of legal proceedings in a court or tribunal: <ol style="list-style-type: none"> a. following the dismissal of an employee; or b. where an employee or ex-employee has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure; 2. in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or 3. in legal proceedings in respect of any dispute with: <ol style="list-style-type: none"> a. a contract of employment with the policyholder; or b. an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.
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What is not covered

1. Any claim in respect of damages for personal injury or loss of or damage to property.
2. Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005, including any similar or successor legislation.

b. Compensation awards

DAS will pay:

1. any basic and compensatory award; and/or
2. an order for compensation following a breach of **the policyholder's** statutory duties under employment legislation in respect of a claim **DAS** have accepted under **insured incident 1.a**,

provided that:

1. in cases relating to performance and/or conduct, **the policyholder** has throughout the employment dispute either:
 - a. followed the ACAS code of disciplinary and grievance procedures as prepared

- by the Advisory, Conciliation and Arbitration Service; or
- b. followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
- c. sought and followed advice from the **DAS** legal advice service.
- 2. for an order of compensation following **the policyholder's** breach of statutory duty under employment legislation **the policyholder** has at all times sought and followed advice from the **DAS** legal advice service since the date when **the policyholder** should have known about the employment dispute.
- 3. for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **the policyholder** has sought and followed advice from the **DAS** Claims Department before starting any redundancy process or procedures with **the policyholder's** employees.
- 4. the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **DAS**.
- 5. the total of the compensation awards payable by **DAS** shall not exceed £1,000,000 in any one **period of insurance**.

What is not covered

1. Any compensation award relating to the following:
 - a. trade union activities, trade union membership or non-membership;
 - b. pregnancy or maternity rights, paternity, parental or adoption rights;
 - c. health and safety related dismissals brought under section 44 of the Employment Rights Act 1996; or
 - d. statutory rights in relation to trustees of occupational pension schemes;
2. Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
3. Any award ordered because **the policyholder** has failed to provide relevant records to employees under the National Minimum Wage laws.
4. Any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.
5. A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

c. Service occupancy

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

What is not covered

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

2. Legal defence

At **the policyholder's** request:

1. **costs and expenses** to defend the **insured person's** legal rights:
 - a. prior to the issue of legal proceedings when dealing with the:
 - i. police; or
 - ii. Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer,
 where it is alleged that the **insured person** has or may have committed a criminal offence; or
 - b. following an event which leads to the **insured person** being prosecuted in a

court of criminal jurisdiction,

provided that in so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the **territorial limit** shall be any place where the act applies.

Please note **DAS** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the business shown in the schedule.

2. **costs and expenses:**

- a. to defend the **insured person's** legal rights if civil action is taken against the **insured person** for compensation under section 13 of the Data Protection Act 1998. **DAS** will also pay any compensation award made against the **insured person** under section 13 of the Data Protection Act 1998 provided the **policyholder** was registered with the Information Commissioner at the time of the incident.
- b. to represent the **insured person** in an appeal against the refusal of the Information Commissioner to register **the policyholder's** application for registration.

Please note **DAS** will not cover the costs of fines imposed by the Information Commissioner.

3. **costs and expenses** to defend **the policyholder's** legal rights following civil action taken against **the policyholder** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.
4. **costs and expenses** to defend the **insured person's** (other than **the policyholder**) legal rights if:
 - a. an event arising from their work as an employee leads to civil action being taken against them under legislation for unlawful discrimination; or
 - b. civil action is taken against them as a trustee of a pension fund set up for the benefit of **the policyholder's** employees.
5. **costs and expenses** to represent the **insured person** in appealing against the imposition or terms of any statutory notice issued under legislation affecting **the policyholder's** business.
6. **attendance expenses** of an **insured person** for jury service or attend any court or tribunal at the request of the **appointed representative**. The maximum **DAS** will pay is the **insured person's** net salary or wages for the time that they are absent from work less any amount **the policyholder**, the court or tribunal, have paid them.

What is not covered

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

3. Property protection and bodily injury

- a. Property protection

Costs and expenses in any civil action relating to material property which is owned by, or the responsibility of **the policyholder**, following:

 1. any event which causes physical damage to such material property;
 2. a legal nuisance; or
 3. Trespass.

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

What is not covered

Any claim relating to the following:

1. a contract entered into by **the policyholder**;
2. goods in transit or goods lent or hired out;
3. goods at premises other than those occupied by **the policyholder** unless the goods are at such premises for the purpose of installations or use in work to be carried out by **the policyholder**;
4. mining subsidence;
5. defending **the policyholder's** legal rights other than in defending a counter-claim;
6. a motor vehicle owned or used by, or hired or leased to an **insured person** other than damage to motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles; or
7. the enforcement of a covenant by or against the **insured person**.

b. Bodily injury

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

What is not covered

Any claim relating to the following:

1. any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident;
2. defending an **insured person's** or their family members' legal rights other than in defending a counter-claim;
3. a motor vehicle owned or used by, or hired or leased to an **insured person** or their family members; or
4. clinical negligence.

4. Tax protection

Costs and expenses for an **appointed representative** in respect of any:

1. **tax enquiry**;
2. **employer compliance dispute**; or
3. **VAT dispute**,

provided that:

1. for all insured incidents, **the insured person** has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed; and
2. **DAS** will only cover tax claims which arise in direct connection with the activities of the business shown in the schedule.

What is not covered

1. Any claim relating to import or excise duties and import VAT.
2. Any claim arising from a tax avoidance scheme.
3. Any claim caused by the failure of **the insured person** to register for value added or pay as you earn tax.
4. Any claim arising from any investigation or enquiries undertaken with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office.
5. Any claim arising from any investigation or enquiry by HM Revenue and Customs into alleged dishonesty or alleged criminal offences.

5. Contract disputes

Costs and expenses in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by or on behalf of **the policyholder** for the purchase, hire, sale or provision of goods or of services,

provided that:

1. the amount in dispute exceeds £250. If the amount in dispute exceeds £5,000, **the policyholder** will be responsible for the first £500 of **legal costs** including VAT, in each and every claim. If **the policyholder** is using a **preferred law firm or tax consultancy**, they will be asked to pay this within 21 days of the claim having been assessed as having **reasonable prospects**. If **the policyholder** is using your own law firm, this will be within 21 days of their appointment (following confirmation the claim has **reasonable prospects**). If **the policyholder** does not pay this amount the cover for the claim could be withdrawn.
2. if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim must exceed £250 including VAT.
3. if the dispute relates to money owed to **the policyholder**, a claim under this section is made within 90 days of the money becoming due and payable.

What is not covered

1. Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the **date of occurrence** is within the first 90 days of the indemnity provided by this section.
2. Any claim relating to the following:
 - a. the settlement payable under an insurance policy (we will cover a dispute if an insurer refuses **the policyholder's** claim but not a dispute over the amount of a claim);
 - b. a lease, licence or tenancy of land or buildings, other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement;
 - c. a loan, mortgage, pension or any other financial product and chose in action; or
 - d. a motor vehicle owned by, or hired or leased to, **the policyholder** other than agreements relating to the sale of motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.
3. A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with **the policyholder**.
4. A dispute which arises out of the:
 - a. sale or provision of computer hardware, software, systems or services; or
 - b. the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **the policyholder's** own specification,other than agreements relating to the sale, provision, purchase or hire of computer hardware, software, systems or services where **the policyholder** is engaged in the business of selling, providing, purchasing or hiring computer hardware, software, systems or services.
5. A dispute arising from a breach or alleged breach of professional duty by an **insured person**.
6. The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

6. Debt recovery

Costs and expenses including enforcement of judgment to recover money and interest due from the sale or provision of goods or services,

provided that:

1. the debt exceeds £250.
2. a claim for debt recovery under this section is made within 90 days of the money becoming due and payable.

3. **DAS** have the right to select the method of enforcement, or to forego enforcing judgment, if **DAS** are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

What is not covered

1. Any debt arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the debt is due within the first 90 days of the indemnity provided by this section.
2. Any claim relating to the following:
 - a. the settlement payable under an insurance policy (we will cover a dispute if an insurer refuses **the policyholder's** claim but not for a dispute over the amount of a claim);
 - b. a lease, licence or tenancy of land or buildings;
 - c. a loan, mortgage, pension or any other financial product and choses in action;
 - d. a motor vehicle owned by, or hired or leased to, **the policyholder** other than agreements relating to the sale of motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.
3. A dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services, other than agreements relating to the supply, hire, sale or provision of computer hardware, software, systems or services where **the policyholder** is engaged in the business of supplying, hiring, selling or providing computer hardware, software, systems or services.
4. The recovery of money and interest due from another party where the other party intimates that a defence exists.
5. Any dispute which arises from debts **the policyholder** has purchased from a third party.

What is not covered by this section

1. Any claim reported to **DAS** more than 180 days after the date the **insured person** should have known about the insured incident.
2. **Costs and expenses** incurred before the written acceptance of a claim by **DAS**.
3. Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under **insured incident 1 b. compensation awards** and **2 legal defence**.
4. Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
5. Any claim relating to rights under a franchise or agency agreement entered into by **the policyholder**.
6. Any insured incident deliberately or intentionally caused by an **insured person**.
7. A dispute with **DAS** or Hiscox not otherwise dealt with under condition 7.
8. Any claim relating to a shareholding or partnership share in **the policyholder** unless such shareholding was acquired under a scheme open to all employees of **the policyholder** or a substantial number of them of a certain minimum grade other than the directors or partners of **the policyholder**.
9. Judicial review, coroner's inquest or fatal accident inquiry.
10. Legal action an **insured person** takes which **DAS** or the **appointed representative** has not agreed to or where the **insured person** does anything that hinders **DAS** or the **appointed representative**.
11. When either at the commencement of or during the course of a claim, **the policyholder** is bankrupt or has filed a bankruptcy petition or winding-up petition, or has made an arrangement with its creditors, or has entered into a deed of arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator.

12. Any claim where an **insured person** is not represented by a law firm, barrister or tax expert.
13. Any claim relating to written or verbal remarks that damage the **insured person's** reputation.
14. Any claim caused by, or contributed to by, or arising from:
 - a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - c. war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any act of terrorism or alleged act of terrorism as defined by the Terrorism Act 2000; or
 - d. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

Conditions which apply to the whole section

1. **DAS** will not make any payment unless the **insured person** or **policyholder**:
 - a. notifies **DAS** immediately of any alteration which may materially affect their assessment of the risk;
 - b. gives **DAS** full details of any claim as soon as possible and gives **DAS** any information they need;
 - c. co-operate fully with **DAS** and with the **appointed representative** and must keep **DAS** up-to-date with the progress of the claim; and
 - d. keep to the terms and conditions of this section.
2. The **insured person** or **policyholder** must:
 - a. take reasonable steps to keep any amount **DAS** have to pay as low as possible;
 - b. try to prevent anything happening that may cause a claim; and
 - c. send everything **DAS** ask for, in writing.
3. If the **insured person** or **policyholder**, or anyone on their behalf, tries to deceive **DAS** by deliberately giving **DAS** false information or making a fraudulent claim under this section then:
 - a. **DAS** shall be entitled to give notice to terminate this section of the policy with effect from the date of any fraudulent act or claim or the provision of such false information;
 - b. **DAS** shall be entitled to refuse to make any payment under this section of the policy in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information;
 - c. the **insured person** or **policyholder** must reimburse all payments already made by **DAS** relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and
 - d. **DAS** shall be entitled to retain all premiums paid in respect of this section of the policy.

In the event of such circumstance arising, as part of its fraud prevention measures, **DAS** will at its discretion also share information with other parties such as the police, government bodies and anti-fraud organisations.

Where a fraudulent or exaggerated claim, or a false declaration in respect of a claim, has been made by an **insured person**, **DAS** will not void this section of the policy in respect of any innocent **insured person**.
4.
 - a. **DAS** can take over and conduct in the name of the **insured person**, any claim or legal proceedings at any time.

- DAS** can negotiate any claim on behalf of an **insured person**.
- b. **DAS** shall choose the **appointed representative** to represent an **insured person** in any proceedings where **DAS** are liable to pay a compensation award. In any other case the **insured person** is free to choose an **appointed representative** (by sending **DAS** a suitably qualified person's name and address) if:
 - i. **DAS** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings; or
 - ii. there is a conflict of interest.
 - c. Before an **insured person** chooses a lawyer or an accountant, **DAS** can appoint an **appointed representative**.
 - d. An **appointed representative** will be appointed by **DAS** and represent an **insured person** according to **DAS**' standard terms of appointment, which may include a 'no win, no fee' agreement. The **appointed representative** must co-operate fully with **DAS** at all times.
 - e. **DAS** will have direct contact with the **appointed representative**.
 - f. An **insured person** must give the **appointed representative** any instructions that **DAS** require.
5.
 - a. An **insured person** must tell **DAS** if anyone offers to settle a claim and must not agree to any settlement without the written consent of **DAS**.
 - b. If an **insured person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **costs and expenses**;
 - c. **DAS** may decide to pay the **insured person** a reasonable amount subject to the maximum sum recoverable at law in settlement of damages that the **insured person** is claiming, or which is being claimed against them instead of starting or continuing legal proceedings.
 6.
 - a. If **DAS** ask, an **insured person** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited.
 - b. An **insured person** must take every step to recover **costs and expenses** that **DAS** have to pay and must pay **DAS** any **costs and expenses** that are recovered.
 7. If an **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses an **appointed representative** without good reason, the cover **DAS** provides will end at once, unless **DAS** agree to appoint another **appointed representative**.
 8. If an **insured person** settles a claim or withdraws their claim without **DAS**' agreement, or does not give suitable instructions to an **appointed representative**, the cover **DAS** provides will end at once and **DAS** will be entitled to reclaim any **costs and expenses** paid by **DAS**.
 9. If there is a disagreement about the way **DAS** handle a claim that is not resolved through **DAS**' internal complaints procedure, **DAS** and the **insured person** can choose a suitably qualified person to arbitrate. **DAS** and the **insured person** must both agree to the choice of this person in writing. Failing this, **DAS** will ask the president of a national association relevant to the arbitration to choose another suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.
 10. **DAS** may, at their discretion, require the **policyholder** to obtain an opinion from counsel, at the **policyholder's** expense, as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **DAS**.
 11. This section will be governed by English law.

12. All acts of Parliament within this policy section shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.
13. If the **insured person** or the **policyholder** does not comply with any condition of the policy, unless a more specific remedy is specified, **DAS** may reduce any payment they make under this section by an amount equal to the detriment **DAS** have suffered as a result.

Helpline services

	<p>DAS provide these services 24 hours a day, seven days a week during the period of insurance. To help DAS check and improve their service standards, DAS may record calls.</p>
Eurolaw commercial legal advice	<p>DAS will give the policyholder confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.</p>
Tax advice	<p>DAS will give the policyholder confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.</p>
Business assistance	<p>In the event of an unforeseen emergency affecting the policyholder's business premises which causes damage or potential danger, DAS will contact a suitable repairer or contractor and arrange assistance on behalf of the policyholder. All costs of assistance provided are the responsibility of the policyholder.</p> <p>To contact the above services, phone us on 0117 934 2111 quoting your policy number.</p>
Counselling	<p>DAS will provide all employees (including any members of their immediate family who permanently live with them) of the policyholder with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services.</p> <p>To contact the counselling helpline, phone us on 0117 934 2121.</p> <p>These calls are not recorded. DAS will not accept responsibility if the helpline services fail for reasons DAS cannot control. Please do not phone DAS to report a general insurance claim.</p>
The employment manual	<p>The DAS employment manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit the DAS website at www.das.co.uk. From the home page click on the employment manual icon. All the sections of this web-based document can be printed off for the policyholder's own use. Contact DAS at marketing@das.co.uk with the policyholder's email address, quoting the policyholder's policy number and DAS will contact them by email to inform them of future updates to the information.</p>
DASbusinesslaw	<p>At www.dasbusinesslaw.co.uk you will find a free, online reference full of the sorts of letters, articles and forms that will help you run your business successfully. DASbusinesslaw users can also access interactive document builders, to help make composing commercial documents as easy as possible.</p> <p>From new legislation and employment issues to property law and taxation, you will find the content provided by DASbusinesslaw is updated regularly by legal experts to help you keep your business one step ahead.</p> <p>To access DASbusinesslaw, please go to www.dasbusinesslaw.co.uk and register your details. When asked for your policy number, please insert your Hiscox policy number and the password is DAS472301.</p>

How DAS will use the insured person's information

DAS may need to send **insured person's** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers or members of the DAS UK Group. If the **insured person's** policy includes legal advice **DAS** may have to send the information outside of the European Economic Area in order to give the

insured person's legal advice on non-European Union law.

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

Data Protection

To provide and administer the legal advice service and legal expenses insurance **DAS** must process the **insured person's** personal data (including sensitive personal data) that **DAS** collect from the **insured person** in accordance with **DAS** Privacy Policy.

To do so, **DAS** may need to send the **insured person's** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers or members of the **DAS** UK Group. To give the **insured person** legal advice, **DAS** may have to send information outside the European Economic Area.

In doing this, **DAS** will comply with the Data Protection Act 1998. **DAS** will not disclose the **insured person's** personal data to any other person or organisation unless **DAS** are required to by the **DAS** legal and regulatory obligations, or for the prevention and detection of crime, including fraud and financial sanctions. To prevent and detect crime **DAS** may use and share the **insured person's** data with other organisations and public bodies, including the police and anti-fraud organisations.

For any questions or comments, or requests to see a copy of the information **DAS** hold about the **insured person**, please write to the Group Data Protection Controller at the **DAS** Head Office address which is;

DAS Head and Registered Office:

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

How to make a complaint

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

You can phone **DAS** on **0344 893 9013** or email **DAS** at customerrelations@das.co.uk.

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

If you are still not satisfied and are a small business, you can contact the Insurance Division of the Financial Ombudsman Service at: **Exchange Tower | London | E14 9SR**.

You can also contact them on: **0800 023 4567** (free from mobile phones and landlines), **0300 123 9123** or email them at complaint.info@financial-ombudsman.org.uk. Website: www.financial-ombudsman.org.uk.

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. You can contact the Legal Ombudsman Service at: **PO Box 6806 | Wolverhampton | WV1 9WJ**.

You can also contact them by telephone on **0300 555 0333** or email them at enquiries@legalombudsman.org.uk. Website: www.legalombudsman.org.uk

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

Terrorism extension

The General terms and conditions, the Property definitions, the terms and conditions of any **covered property section** and the following terms and conditions all apply to this section.

Special definitions for this extension

CBRN incident	Any chemical, biological, radiological or nuclear incident where the proximate cause is a terrorist act .
Covered property section	Any section of this policy where cover is provided for damage to your property or property for which you are legally responsible.
Damage	Also includes contamination arising from a CBRN incident .
Insured damage by terrorism	<p>Damage occurring during the period of insurance and caused by a terrorist act to property insured under any covered property section, provided that:</p> <ol style="list-style-type: none"> 1. the insured property is located within England, Wales or Scotland but not the territorial seas adjacent to England, Wales and Scotland as defined by the Territorial Sea Act 1987 or the Channel Islands or the Isle of Man; and 2. the terrorist act has been certified as such by Her Majesty's Government or Her Majesty's Treasury or any successor authority.
Interference with a computer system	<ol style="list-style-type: none"> 1. Any 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; 2. any access or attempted access to data or information made by means of misrepresentation or deception; 3. any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems including, but not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks; or 4. unauthorised access to any computer or other equipment or component or system or item which processes, stores or retrieves data, whether your property or not.
Terrorist act	An act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto or as otherwise defined in the Reinsurance (Acts of Terrorism) Act 1993 or any amendments to such Act as may be made from time to time.

What is covered

Insured damage by terrorism	1. We will insure you against insured damage by terrorism .
Business interruption	2. Where an amount insured is shown for business interruption in the terrorism section of the schedule, we will also insure you for your financial losses resulting solely and directly from an interruption to your business caused by insured damage by terrorism . We will pay for no longer than the period shown in the schedule against each insured item.

Any exclusion relating to **terrorism** or **nuclear risks** within any property section of this **policy** will not operate to negate the coverage given under this section.

What is not covered

We will not make any payment for **damage**:

1. caused by **war**, riot or civil commotion.
2. to or the alteration, modification, distortion, erasure or corruption of:

Terrorism extension

- a. any computer system or other equipment or component or system or item which processes, stores, transmits or receives data; or
- b. any part of such system, equipment, component or item, whether tangible or intangible including, but not limited to, any information or program or software; or
- c. data processed by any such computer or other equipment or component or system or item;

whether **your property** or not, where such **damage**, alteration, modification, distortion, erasure or corruption is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from any **interference with a computer system**.

3. to any nuclear installation or nuclear reactor.
4. to any **property**:
 - a. not insured under any property section of this **policy**;
 - b. which is specifically excluded elsewhere in this **policy**; or
 - c. covered by any form of transit, marine or aviation insurance policy.

How much we will pay

We will pay up to the **amount insured** shown in the **covered property sections** and the business interruption section(s) in the schedule. However, the most we will pay for all losses under this extension is the amount shown in the property – terrorism section of the schedule, regardless of the number of **terrorist acts**.

Your obligations

Maintaining insurance

You, and any parent or subsidiary of **you**, must maintain cover for **terrorist acts** on all **property** within England, Wales and Scotland which is owned by **you**, including any **property** which is not insured by **us**.

Where an **amount insured** is shown in the terrorism section of the schedule, **you** must also maintain cover for all insured **property** under the appropriate property section of this **policy**.

Where **we** become aware that **you** or any parent or subsidiary of **you** are not complying with either of the obligations listed above, **we** will not make any payment under this extension for any **damage** caused by a **terrorist act**.

Onus of proof

In any action lawsuit or other proceedings or where **we** state any **insured damage by terrorism** is not covered by this section, it will be **your** responsibility to prove otherwise.

NaCTSO discount

Where it is shown in the schedule that a NaCTSO membership discount applies **you** must have engaged in a National Counter Terrorism Security Office (NaCTSO) initiative and are actively undertaking and implementing an action plan. The discount only applies where **you** participate in the crowded places programme and **you** must advise **us** if **you** no longer continue to do so.

Additional terms

The following terms and conditions of the **policy** shall not apply to the coverage provided by this extension:

1. any long-term agreement
2. any premium rebate agreement
3. any terms and conditions which provide for adjustment of the premium based upon declarations by **you**
4. any extension to cover **property** which is located outside England, Wales or Scotland; or
5. any provision for a premium refund following cancellation. In the event **you** cancel the coverage under this extension any unpaid premium for the **period of insurance** must be paid to **us**.