

policy document

HOLIDAY HOME INSURANCE



Working together with



Holiday Home Insurance made easy by Ecclesiastical

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

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

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Introduction (not forming part of the policy)

Claims enquiries

This claims service is provided by the Claims department at Ecclesiastical Insurance Office plc.

If you wish to report a new claim the service is available 24 hours a day 7 days a week.

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

The claims service number is

0845 603 8381

The action to be taken by the policyholder in the event of any incident which may give rise to a claim is shown in the Claims conditions on pages 14 and 15.

Policy information

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

The policy consists of

This policy document

This contains the general policy Preamble Definitions Exclusions Conditions Rights and responsibilities and General memoranda which incorporate definitions and terms that apply to the whole policy.

Individual sections numbered 1 to 5 as shown in the table of contents each setting out the terms relating to that section and the definitions used specifically in that section. All the sections available are shown but you must check your policy schedule (see below) to see which sections are included in your policy.

The policy schedule

This shows information that is individual to your insurance e.g. the identity of the insured the business being covered the period of insurance the sections in force the covers you have chosen to include the limits that apply and any special clauses. We will send an updated schedule at each annual renewal date and when changes are requested by you or made by us.

At renewal we may send you a further document called 'Summary of Changes' – which shows changes to the policy document applicable to this type of contract. Please retain these 'Summary of Changes' notices plus the latest schedule with your policy document.

Helplines (not forming part of the policy)

The helpline services described have been arranged by us for the benefit of our policyholders.

These helplines are manned 24 hours a day 365 days a year.

When calling any of the emergency helpline services please make sure that you can give your policy number. This can be found in the policy schedule.

Emergency glass replacement

0800 474747

This is provided by Solaglas. If you suffer glass breakage insured under your policy you can call upon the services of Solaglas whose operatives will effect a rapid repair.

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

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

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

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

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

Please **DO NOT** telephone DAS to report a general insurance claim. Call Boshers Ltd or Ecclesiastical.

EuroLaw commercial legal advice

0117 934 2104

At the telephoned request of an official of the business DAS will provide legal advice on any commercial legal problem affecting the business under the laws of the member countries of the European Union the Isle of Man the Channel Islands Switzerland and Norway.

Tax advice (commercial)

0117 934 2104

At the telephoned request of the Insured DAS will provide advice on any tax matters affecting the business under the laws of the United Kingdom.

Counselling

0117 934 2121

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

Information services (not forming part of the policy)

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

Employment manual

The DAS employment manual offers comprehensive up to date guidance on rapidly changing employment law.

To view the Employment manual please visit the DAS website at

www.das.co.uk

From the Home Page click on the Employment manual icon. All the sections of this web-based document can be printed off for your own use.

Email DAS at

marketing@das.co.uk

with your email address quoting your policy number and DAS will contact you by email to inform you of future updates to the information.

DAS businesslaw

At www.dasbusinesslaw.co.uk you will find a free online reference full of the sorts of letters articles and forms that will help you run your business successfully. DAS businesslaw users can also access interactive document builders to help make composing commercial documents as easy as possible.

From new legislation and employment issues to property law and taxation you will find the content provided by DAS businesslaw is updated regularly by legal experts to help you keep your business one step ahead.

To register your details access the DAS businesslaw website at

www.dasbusinesslaw.co.uk

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

Holiday home insurance

Preamble

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

- The Insured will pay the premium.
- The Company will provide the cover described in this policy for any loss damage or liability that occurs during a period of insurance for which the Insured has paid a premium.
- The policy and the schedule must be read together and any word or phrase which has been explained in this policy will have that meaning wherever it appears.
- This policy will be governed by English law unless the Insured's residence (in the case of an individual) or business is located in Scotland in which case the law of Scotland will apply. If there is any dispute as to which law applies it will be English law.
- The language used in this policy and any information in it will be English.

General definitions

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

Building(s)

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

Business

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

Computer

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

Contents

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

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

Damage

means physical loss destruction or damage.

Defined peril

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

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

Denial of service attack(s)

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

Excess

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

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

Geographical limits

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

Hacking

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

Insured/you/your

means the Insured named in the schedule.

Insured property

means the insured property described in the schedule.

Premises

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

Terrorism

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

Virus or similar mechanism

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

We/our/us

means Ecclesiastical Insurance Office plc.

Index linking

Each month we will adjust the *buildings* sum insured in line with the House Rebuilding Cost Index (prepared by the Royal Institution of Chartered Surveyors) or an alternative index.

We will not charge you for increases made to the sum insured after index linking. However at the end of each period of insurance the renewal premium will be based on the adjusted sums insured.

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

General exclusions

1 Property insured elsewhere

Property more specifically insured under another policy.

2 Radioactive contamination

a) **Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.

b) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Exclusions 2(b) (i) and (ii) do not apply to Cover 1 of the Liabilities section except in respect of liability of any principal and liability assumed by agreement.

3 War risks

We will not pay for loss **damage** or liability which is the direct or indirect result of any of the following whether or not contributed to by any other cause or event

- war
- invasion
- activities of a foreign enemy
- hostilities or warlike operations (whether war has been declared or not)
- civil war
- mutiny
- martial law
- military rising
- rebellion
- revolution or insurrection (meaning people rising up and rebelling against the government by force)
- civil commotion which is so severe or widespread that it resembles a popular uprising
- military power (even if properly authorised by the duly elected government)
- usurped power (meaning power taken by force by any person or group including the armed forces which is not the duly elected government) or
- property being confiscated by any government or public or local authority.

Exclusion 3 does not apply to Cover 1 of the Liabilities section.

4 Sonic bangs

We will not cover any **damage** by pressure waves caused by aircraft or other flying devices travelling at sonic or supersonic speeds.

5 Uninsurable risks

We will not cover the following

- The cost of maintaining buildings or contents.

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

6 Reduction in market value

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

7 Electronic risks

Applicable to all sections except Liabilities.

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

b) Consequential loss directly or indirectly caused by or arising from **virus or similar mechanism or hacking or denial of service attack**.

8 Date recognition

Any consequential loss or other loss costs and expenses and any legal liability accidental bodily injury or **damage** to property directly or indirectly caused by or contributed to by or consisting of or in any way relating to or connected with the failure or possible failure of any **computer**

- (a) correctly to recognise any date as its true calendar date
- (b) to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- (c) to capture save retain or correctly process any data as a result of the operation of any command which has been programmed into any **computer** being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date

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

9 Consequential loss

We will not cover consequential loss of any kind incurred by *you* unless *your* schedule shows that Section 2 Loss of rental income applies.

10 Terrorism

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

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

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

Exclusion 10 does not apply to Cover 1 of the Liabilities section.

General conditions

1 Your duty of care

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

2 Alteration of risk

If after the commencement of the insurance there is any alteration of the risk

(a) whereby the risk of **damage** accident or liability is increased

(b) whereby the **premises** are undergoing major structural alterations or major repair (that does not include where workmen are allowed on the **premises** to carry out minor repairs alterations or general maintenance not involving external scaffolding)

(c) whereby *your* interest ceases except by will or operation of law

(d) whereby an administrator or a liquidator or receiver is appointed or where *you* enter into a voluntary arrangement

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

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

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

3 Cancelling the policy

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

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

(b) **Our right to cancel**

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

4 Warranties

Every warranty to which the property or risk insured or any item thereof is or may be made subject shall from the time the warranty attaches apply and continue to be in force during the whole currency of this policy and non-compliance with any such warranty in so far as it increases the risk of *damage* shall be a bar to any claim in respect of such *damage*.

Unoccupied premises warranty

It is warranted that whenever the *premises* are left untenanted during the months of October to April inclusive *you* will arrange that either

a) the central heating system is brought into operation and a minimum room temperature of not less than 45°F or 7°C maintained or

b) the water is turned off at the stopcock inside the *premises* and the domestic water system drained and other services such as electricity and gas disconnected (other than as necessary to maintain the central heating or security systems).

Inspection warranty

It is warranted that whenever the *premises* are left untenanted the *premises* must be inspected at least every other week by *you* or by an authorised person responsible to *you*.

5 Fraudulent claims

If *you* (or anyone acting on *your* behalf) make a claim which is at all false or fraudulent or supports a claim with any false or fraudulent statement or document *we* will void the policy and *you* will forfeit all rights under the policy. In such circumstances *we* retain the right to keep the premium and to recover any sums paid by way of benefit under the policy.

6 Multiple insurances

(a) Property damage and Loss of rental income sections

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

(b) Liabilities and Money sections apart from the assault extension

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

(c) Assault extension of the money section

Irrespective of the number of policies issued by *us* which provide cover to an insured person *we* shall not pay the benefits under more than one policy for any one occurrence. The policy which provides the greatest benefit shall apply.

7 Arbitration

If any difference shall arise as to the amounts that should be paid under this policy (liability being otherwise admitted) such difference shall be resolved by arbitration in accordance with the statutory provisions in force at the time by

(a) an arbitrator agreed to in writing by the parties or if the parties cannot agree

(b) an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party after a seven day written notice by one party to the other requiring an agreement

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

Claims conditions

Your duties

On the happening of any incident which may give rise to a claim *you* shall

1. General – all sections

- (a) Take all practicable steps to recover property lost and otherwise minimise the claim.
- (b) Inform the Police immediately if the *damage* is caused by thieves malicious persons or vandals or by riot civil commotion strikes or labour disturbances.
- (c) Notify *us* as soon as possible.
- (d) At *our* request and at *our* expense do or allow to be done everything reasonably required by *us* for the purpose of making any recoveries from other parties (whom *we* would be entitled to pursue upon settlement of *your* claim) whether such action is necessary before or after *we* pay *your* claim under the policy.

2. Property damage section

- (a) Within 30 days or such further time as *we* may in writing allow deliver to *us* a written claim providing at *your* own expense all details proofs and information regarding the cause and amount of the *damage* as *we* may reasonably require together with details of any other insurances on any property insured by this policy and (if demanded) a statutory declaration of the truth of the claim and of any related matters.
No claim under these sections shall be payable unless the terms of this condition have been complied with.
- (b) If *we* elect or become bound to reinstate or replace any property produce at *your* own expense and give to *us* all such plans documents and information as *we* may reasonably require.

However *we* shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured.

3. Loss of rental income section

Within 30 days after the expiry of the indemnity period or within such further time as *we* may in writing allow at *your* own expense deliver to *us* a statement setting out particulars of the claim together with details of all other insurances covering any part of the *damage* or resulting loss of rental income.

You shall at *your* own expense also provide *us* with such books of account and other business books vouchers invoices balance sheets and other documents proofs information explanations and other evidence as may reasonably be required by *us* for the purpose of investigating or verifying such claim together with (if demanded) a statutory declaration of the truth of the claim and of any related matter.
No claim under this section shall be payable unless the terms of this condition have been complied with and in the event of non-compliance any payment on account of the claim already made by *us* shall be repaid to *us*.

4. Liabilities section

(a) Not make or allow to be made on *your* behalf any admission offer promise payment or indemnity without *our* written consent.

(b) Forward to *us* every letter claim writ summons and process immediately upon receipt without acknowledgement and advise *us* in writing as soon as *you* have any knowledge of any impending prosecution inquest or fatal injury inquiry in connection with that event.

Our rights

1. All sections except the assault extension of the Money section

(a) *We* may start take over defend and conduct any legal action in *your* name or prosecute in *your* name for *our* benefit any claim for indemnity or damages and shall have full discretion in the conduct and settlement of any such action.

(b) *We* may enter any building where *damage* has occurred to deal with *your* claim and to take temporarily for safe-keeping any property insured by this policy.

We have the right to the salvage of the *insured property* but *you* may not abandon property to *us*.

This policy shall be proof that *you* have given *us* authority to exercise *our* rights under this condition.

2. Liabilities section

We may at any time pay to *you* the limit of indemnity

(a) in the case of Employers' liability or Prosecution defence cost claims after deduction of any sum or sums already paid or incurred

(b) in the case of Public products and personal liability claims after deduction of any sum or sums already paid or incurred as damages or any less amount for which at *our* discretion any claim or claims can be settled and *we* will then relinquish control of any such claim and be under no further liability except that in respect of any Public and products liability claim (other than any claim originating from within the legal jurisdiction of the United States of America or Canada) *we* will also pay any legal costs incurred prior to the date of such payment.

3. Assault extension of the Money section

We shall in the event of death of any insured person be entitled to have a post mortem at *our* expense.

Rights and responsibilities

- 1** We may enter any building where *damage* has occurred to deal with *your* claim and to temporarily take for safekeeping any property of the *insured* and to deal with salvage in a reasonable manner. However *you* must not abandon any property to *us*.
 - 2** We may take over and deal with in *your* name the defence or settlement of any claim.
 - 3** We may take proceedings in *your* name but at our expense to recover the amount of any payment we have made under this policy. *You* must give *us* all the information we may need to make these recoveries.
 - 4** A person or company who is not party to this policy has no right under the Contract (Right of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
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General memoranda

1 Designation

For the purpose of determining where necessary the heading under which any property is insured we agree to accept the designation under which such property has been entered in *your* books.

2 Construction

Certain of the buildings or outbuildings insured are built other than with brick stone or concrete or roofed other than with slates tiles concrete metal asphalt or sheets or slabs composed of incombustible mineral ingredients.

1 Property damage

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

What is covered

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

What is not covered

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

(i) The amount of any excess shown in your schedule.

(ii) Damage caused by pollution or contamination but this shall not exclude damage to the insured property caused by

a) pollution or contamination which itself results from any of the insured events other than 12 Accidental damage

b) any of the insured events other than 12 Accidental damage which itself results from pollution or contamination.

(iii) Moveable property in the open except as specifically provided for by any extension to this section.

Insurable event

What is covered

1. Fire lightning explosion or earthquake

2. Storm or flood

What is not covered

(i) Damage by frost.

(ii) Damage to fences hedges or gates.

(iii) Damage attributable solely to change in the water table level.

What is covered

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

4. Riot

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

5. Vandalism or malicious acts

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

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

What is not covered

(i) *Damage to swimming pools tennis courts paths drives terraces patios walls fences hedges or gates (unless the main building is damaged at the same time).*

(ii) *Damage to solid floor slabs or damage resulting from the slabs moving (unless the foundations beneath the outside walls of the main building are damaged at the same time).*

(iii) *Damage resulting from normal settlement shrinkage or expansion.*

(iv) *Damage caused by new structures or newly made-up ground settling or bedding down.*

(v) *Damage due to coastal or river erosion.*

(vi) *Damage resulting from demolishing altering or repairing the **buildings**.*

(vii) *Damage where compensation is provided by law.*

(viii) *Damage attributable solely to change in the water table level.*

(i) *Damage in Northern Ireland.*

(ii) *Damage resulting from cessation of work.*

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

(ii) *Damage in Northern Ireland.*

(iii) *Damage resulting from cessation of work.*

What is covered

7. Water or oil

(a) escaping from any fixed water or heating system or any fixed oil fired heating system washing machine dishwasher refrigerator freezer water bed or fish tank in **your premises**.

(b) We also cover the additional oil or metered water charges incurred by **you** following **damage** to the water or heating systems located in or serving the **premises** provided **we** have accepted a claim for such **damage** to the system under this policy.

8. Burst pipes

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

9. Theft or attempted theft

What is not covered

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

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

11. Falling trees branches telegraph poles lamp posts or pylons

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

12. Accidental damage

(i) Damage which is specifically mentioned elsewhere under this section.

(ii) Damage caused by or consisting of erasure loss distortion or corruption of information on computer systems or other records programs or software.

(iii) Breakage of electrical valves bulbs or tubes unless the equipment in which they are contained is damaged at the same time.

(iv) Damage to a building or structure caused by its own collapse or cracking.

(v) Damage to paths car parks drives paved and other hardstanding areas unless the main building is damaged at the same time.

What is covered

13. Damage to services

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

14. Glass sanitary fixtures and signs

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

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

15. Sprinkler leakage

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

This section also covers the following

What is covered

16. Trace and access

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

Limit £5,000 any one claim.

17. Damage by emergency services

(If **buildings** are insured)

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

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

Limit £5,000 any one claim.

What is not covered

(i) *Breakage of glass while not fixed.*

(ii) *Breakage occasioned by or traceable to alterations to the premises or in the glass being carried out by you or persons you employ whereby the risk of breakage is increased.*

(iii) *Damage to bulbs or tubes unless the signs in which they are contained are damaged at the same time.*

What is not covered

Damage caused by police raids.

What is covered

What is not covered

18. Sale of the building

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

Extensions 19 to 24 only apply if *contents* are insured

19. Loss of keys

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

Limit £1,500 any one claim.

20. Hired-in property

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

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

21. Personal belongings

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

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

Bankers' cards credit and debit cards and pedal cycles.

22. Guests' personal belongings

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

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

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

What is covered

23. Property in the open

Damage to the following property by the insurable events

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

Limit £5,000 any one period of insurance.

24. Temporary removal of contents

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

Limit £2,500 any one claim.

What is not covered

Settling claims

We will pay for

Buildings

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

We will not deduct any amount for wear and tear unless

- (i) the *buildings* are in a poor state of repair or decoration or
- (ii) there is unnecessary delay in carrying out the work or
- (iii) repair or replacement is not carried out.

(b) The following additional costs all reasonably and necessarily incurred in repair or replacement following insured *damage*

- (i) reasonable architects' surveyors' consulting engineers' and other professional fees
- (ii) the cost of complying with European Union legislation Local Authority Buildings Regulations or other statutory requirements up to 15% of the sum insured by the relevant item
- (iii) the cost of remaining debris demolition shoring-up or propping.

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

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

We will not pay for

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

We will pay for

We will not pay for

Contents

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

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

We will not deduct any amount for wear and tear (except for items insured under extensions 21 and 22).

Memorandum

Underinsurance

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

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

2 Loss of rental income

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

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

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

Definitions

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

Annual rent receivable

means the actual annual rent prevailing at the commencement of the period of insurance or the estimated annual rent receivable during the period of insurance after allowance for rent reviews whichever is the greater.

Damage

means as defined under 'What is covered', page 28.

Indemnity period

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

Insured events

Unless stated otherwise in the schedule means those events which are insured by the Property damage section provided that for the purpose of this section 'explosion' shall include explosion of any boiler or economiser on the ***premises***.

Notifiable disease

means illness sustained by any person resulting from

(a) food or drink poisoning or

(b) any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome – AIDS) an outbreak of which the competent local authority has stipulated shall be notified to them.

Rent receivable

means the amount of the rent and service charges received or receivable from the letting of the ***premises*** specified in the schedule.

Standard rent receivable

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

What is covered

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

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

Provided that

(1) *our* liability shall not exceed the sum insured for each item nor in all the total sum insured

(2) at the time of the *damage* there shall be an insurance in force covering *your* interest in the property at the *premises* against *damage* and that payment shall have been made or liability admitted under that insurance (but this proviso shall not apply if no payment is made under such insurance solely owing to the operation of an excess).

Amount payable

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

(a) loss of *rent receivable* and

(b) additional expenditure

and the amount payable as indemnity shall be

(a) in respect of loss of *rent receivable* the amount by which the *rent receivable* during the *indemnity period* shall in consequence of the *damage* fall short of the *standard rent receivable*

(b) in respect of additional expenditure the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of *rent receivable* which but for that expenditure would have taken place during the *indemnity period* in consequence of the *damage* but not exceeding the amount of the reduction in *rent receivable* thereby avoided less any sum saved during the *indemnity period* in respect of such of the charges and expenses payable out of *rent receivable* as may cease or be reduced in consequence of the *damage*

provided that if the sum insured by this item is less than the *annual rent receivable* (or a proportionately increased multiple of it where the maximum *indemnity period* exceeds 12 months) the amount payable shall be proportionately reduced.

What is not covered

What is covered

Professional accountants' charges

Any particulars or details contained in *your* books of account or other business books or documents which may be requested by *us* under Claims condition 3 for the purpose of investigating or verifying any claim maybe produced by professional accountants if at the time they are regularly acting as such for *you* and their report shall be prima facie evidence of the particulars and details to which such report relates

We will pay to *you* the reasonable charges payable by *you* to *your* professional accountants for producing such particulars or details or any other proofs information or evidence as may be required by *us* under the terms of Claims condition 3

provided that the sum of the amount payable under this clause and the amount otherwise payable under this section shall in no case exceed the sum insured.

Payments on account

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

Extensions

The insurance by this section is extended to cover loss as insured hereunder directly resulting from interruption of or interference with the *business* carried on by *you* at the *premises* in consequence of the following

What is covered

1 Prevention of access

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

What is not covered

What is not covered

Any restriction of use of less than 4 hours.

What is covered

2 Utilities

We will extend cover under this section to include **damage** by any of the *insured events* at any

- (a) generating station or sub-station of the electricity supply undertaking
 - (b) land-based premises of the gas supply undertaking or of any natural gas producer linked directly therewith
 - (c) waterworks or pumping station of the water supply undertaking
 - (d) land-based premises of the telecommunications undertaking
- from which the *premises* obtain electricity gas water or telecommunications services

provided that *our* liability under this extension in respect of any one occurrence shall not exceed the sum insured by the items or any limit of liability shown in the schedule.

3 Book debts

If following **damage** to *your* books of account or other business books or records at the *premises* by any of the *insured events* you are unable to trace outstanding debit balances owed to *you* we will indemnify *you* for such loss in the following terms

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

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

Special condition

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

What is not covered

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

What is covered

4 Failure of supply

Failure of the supply of electricity gas or water at the terminal ends of the supply undertaking's feeder at the *premises* from any cause other than the deliberate act of the supply undertaking in withholding or restricting supply.

Limit £5,000 any one incident

5 Failure of telecommunication services

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

Limit £5,000 any one incident

6 Notifiable disease vermin defective sanitation murder

We will extend the cover under this section to losses following

- (a)(i) any occurrence of a *notifiable disease* at the *premises* or attributable to food or drink supplied from the *premises*
- (ii) the discovery of an organism at the *premises* likely to result in the occurrence of a *notifiable disease*
- (iii) any occurrence of a *notifiable disease* within a radius of 25 miles of the *premises*
- (b) the discovery of vermin or pests at the *premises*
- (c) any accident causing defects in the drains or other sanitary arrangements at the *premises* which causes restrictions on the use of the *premises* on the order of the competent local authority
- (d) any occurrence of murder or suicide at the *premises*.

For the purposes of this extension the maximum indemnity period is 12 months.

What is not covered

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

Memorandum

Index linking

The sum insured for each item insured under this section shall be adjusted in accordance with a suitable index selected by *us*.

The annual renewal premium will be amended accordingly.

Special condition

Premium adjustment clause

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

If any *damage* occurs which gives rise to a claim under this section the return in premium made will be in respect of the difference in *rent receivable* which is not due to the *damage*.

3 Liabilities

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

Definitions

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

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

Asbestos

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

Bodily injury

means bodily injury death disease or illness.

Business

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

(a) the ownership repair and maintenance of *your property and premises*

(b) the provision of fire and security services maintained only for the protection of premises owned or occupied by *you*

(c) private work undertaken by an *employed person* with *your* prior consent for a director partner or *employee of yours*

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

Data

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

Employed person

means

(a) any *employee*

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

Employee(s)

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

Event(s)

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

Injury

means *bodily injury* wrongful arrest or false imprisonment.

Legal costs

means

(a) claimant's costs and expenses recoverable from **you** in respect of any claim which is the subject matter of indemnity under this policy

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

Offshore

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

Pollution or contamination

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

Principal

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

Products

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

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

Property

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

You/your/yours

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

Unless we specifically state otherwise we will also indemnify

(a) **your** personal representatives in respect of legal liability incurred by **you**

(b) at **your** request

(i) any **principal**

(ii) any director partner or **employed person of yours**

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

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

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

Cover 1 – Employers' liability

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

What is covered

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

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

in connection with the **business**.

The total amount we will pay in respect of (a) any one event which is directly or indirectly caused by results from or is in connection with any act of **terrorism** shall not exceed £5,000,000

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

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

This insurance complies with the provisions of any law enacted in the **geographical limits** relating to the compulsory insurance of liability to employees. **You** will repay any sums paid to **us** which we would not have been obliged to pay but for the provisions of such law.

What is not covered

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

Extension to cover 1

What is covered

Subject to the terms of this policy.

1 Unsatisfied court judgements

Where a judgement for damages has been obtained

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

What is not covered

(d) which remains unsatisfied in whole or in part six months after the date of the judgement

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

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

Cover 2 – Public & products liability

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

What is covered

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

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

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

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

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

The total amount we will pay in respect of damages for

- (a) any one *event*
- (b) all *events* happening during any period of insurance caused by *products*
- (c) all *events* arising from *pollution or contamination* which we deem to have occurred during any period of insurance shall not exceed the limit of indemnity shown in the schedule.

What is not covered

No indemnity will be provided in respect of the following.

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

This exclusion will not apply in respect of

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

What is covered

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

What is not covered

where insurance or security is required under any road traffic legislation) this exclusion will not apply in respect of

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

What is covered

What is not covered

- (11) Any liability arising from
- (a) products incorporated in any craft designed to travel through air or space
 - (b) products incorporated in any waterborne craft which could affect its safety navigation or propulsion
 - (c) products incorporated in mechanically propelled vehicles which could affect their safety
 - (d) products incorporated in gas chemical petrochemical or power generation plant which is directly connected to manufacture processing storage or power generation and which have been specifically supplied by you for that purpose.
- (12) Any liability arising directly or indirectly from the following
- (i) Mining processing manufacturing removing handling disposing of treatment of distributing or storing of asbestos
- However this shall not apply where removing handling or disposing of asbestos does not form part of your usual business or any contract work undertaken and
- you have complied with any legal obligations to manage asbestos and
 - any discovery of asbestos by you is unintentional and accidental and
 - where upon discovery of asbestos all work immediately stops and
 - a HSE licensed asbestos removal contractor is employed to make safe the area in which the discovery is made as soon as is practicable and who has Employers' and Public liability insurance in force which provides limits of indemnity no less than those provided by your policies and which do not exclude the work to be carried out
- (ii) Fears of the consequences of exposure to or inhalation of asbestos.
- (13) Any liability arising from the supervision or execution of any manual work or contract undertaken outside of the European Union.
- (14) Any liability arising from damage to property where there is a requirement to arrange cover under clause 6.5 of the 2007 JCT conditions or any similar contract clause.
- (15) The first £100 of compensation costs and expenses payable in respect of any one occurrence of loss or damage to property not belonging to you.

Extensions to cover 2

What is covered

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

1 Cross liabilities

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

2 Contingent motor liability

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

3 Data Protection Act 1998

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

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

4 Defective Premises Act

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

What is not covered

We will not provide an indemnity in respect of

- (a) Damage to such vehicle or any property contained or being transported within it.*
- (b) Injury or damage arising while the vehicle is being driven by you or any person who to your knowledge does not hold a licence to drive such a vehicle (unless they have held and are not disqualified for holding or obtaining such a licence).*
- (c) Circumstances where you are entitled to indemnity under any other insurance.*
- (d) Injury or damage arising outside the geographical limits.*

We will not provide an indemnity in respect of

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

No indemnity will be provided

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

Extensions to covers 1 and 2

What is covered

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

1 Compensation for court attendance

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

Any of *your* directors trustees or partners
£500

Any *employee* £250

2 Corporate manslaughter defence costs

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

Provided that:

(a) Our liability under this extension shall not exceed £1,000,000 in any one period of insurance. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

(b) If this policy provides Legal expenses insurance, this extension shall only operate in respect of any excess beyond the amount payable under the Legal expenses section.

(c) Where we have already provided an indemnity in respect of any legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same event or occurrence which has given rise to the proceedings in respect of corporate manslaughter or corporate homicide, any amount already paid by us will be taken into account in calculating our liability under this extension.

(d) We must consent in writing to the appointment of any solicitor or counsel who is to act for and on your behalf.

(e) You shall notify us immediately about any summons or other process served upon you which may give rise to a claim under this extension.

What is not covered

We will not provide any indemnity in respect of the following:

(i) Where indemnity for defence costs is available from any other source or is provided by any other insurance or where, but for the existence of this extension, indemnity would have been provided by such other source or insurance. However, this exclusion shall not apply in the circumstances outlined in proviso (b).

(ii) in respect of any proceedings which result from any deliberate act or omission of the Insured, or any partners, directors or managerial employees of the Insured while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission.

(iii) in respect of fines or penalties of any kind, including the costs of remedial or publicity orders or the steps required to be taken by such orders.

(f) Any appeal can only commence if counsel has advised that it is more likely for an appeal to be successful than not.

Prosecution defence costs

What is covered

We will subject to the limit of indemnity indemnify **you** in respect of
(a) legal costs and expenses incurred with **our** written consent
(b) costs awarded against **you**

in connection with the defence of any criminal proceedings or an appeal against a conviction arising from such proceedings brought for a breach of
(i) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
(ii) Part II of the Consumer Protection Act 1987
(iii) the Food Safety Act 1990

alleged to have been committed during the period of insurance in connection with the **business**.

What is not covered

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

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

Limit of indemnity

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

Cover 3 - Personal liability

Definitions specific to Cover 3

Event

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

Legal costs

means *your own* legal costs and expenses which we have agreed to in writing and the costs and expenses of the other party which *you* are legally liable to pay.

Motor vehicle

means any electrically or mechanically powered vehicle other than

- (i) a vehicle used only as domestic gardening equipment
- (ii) a battery powered wheelchair or mobility scooter
- (iii) a golf cart trolley or buggy controlled by someone on foot
- (iv) a toy or model controlled by someone on foot.

What is covered

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

- (1) accidental **bodily injury** to or death illness or disease of any person
- (2) accidental **damage** to material property

happening in the **geographical limits** and for up to 60 days elsewhere in the world during the period of insurance and caused in a personal capacity.

This includes whilst *you* are acting as *owner* or occupier of the *premises* in a personal capacity or as an employer of any domestic staff *you* employ there.

The following is the most we will pay in respect of any one **event**

- (1) in respect of *your* legal liability as an employer of domestic staff in the course of their employment
 - (a) £5,000,000 where directly or indirectly caused by resulting from or in connection with **terrorism**
 - (b) £10,000,000 otherwise
- (2) in respect of all other claims the limit of indemnity shown in the schedule.

What is not covered

Liability arising from the following

- (1) *Loss of or damage to property belonging to or held in trust by or controlled by you unless you have hired or borrowed the property for temporary holiday accommodation.*
- (2) *Any profession business or employment involving you or any member of your family.*
- (3) *Your bodily injury death illness or disease.*
- (4) *Your owning or using any motor vehicle lift or hovercraft.*
- (5) *Your owning or using aircraft.*
- (6) *Your owning or using boats.*
- (7) *Any motor vehicle which must be insured under the Road Traffic Acts.*
- (8) *The transmission of any communicable disease and any condition which is directly or indirectly related to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or mutant derivatives or variations however caused.*
- (9) *Any agreement you have made unless you would have been liable even without the agreement.*
- (10) *Loss of or damage to property or injury death disease or illness of or to any person caused by a dog specified under section 1 of the Dangerous Dogs Act 1991 or specified in the Dangerous Dogs Act (Northern Ireland) Order 1991 S.I. 2292 (N.I.21).*
- (11) *Any deliberate wilful or malicious act.*
- (12) *Any fines penalties or punitive exemplary aggravated multiplied or liquidated damages.*

Extension

Unpaid damages

What is covered

We will pay up to £3,000,000 for all damages which a court in the *geographical limits* has awarded to *you* and which have not been paid within three months of the date of the award.

This cover applies as long as

- (a) the incident which results in the damages occurs within the period of insurance and
- (b) there is no appeal outstanding and
- (c) Cover 3 would have applied if the award had been made against *you* rather than to *you*.

What is not covered

4 Money with assault extension

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

Definitions

Bodily injury

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

Business hours

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

Deferment period

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

Insured person(s)

means any employee of the *Insured*.

Loss of eye(s)

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

Loss of limb(s)

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

Medical expenses

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

Money

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

Money in transit

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

Non-negotiable money

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

Other money

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

Permanent total disablement

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

Personal custody

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

Temporary total disablement

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

Cover A – Money

What is covered

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

Limits applicable

Non negotiable money	£250,000
Other money in transit or on the premises of your private residence and/or that of your private resident.....	£500
Coins in electricity gas and telephone meters.....	£300
Coins collected from meters by you or a person authorised by you other than any employee of an electricity gas or telephone utility company.....	£300
Any other loss.....	£300

What is not covered

We shall not be liable in respect of loss

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

Cover B – Assault extension

What is covered

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

What is not covered

We shall not be liable for bodily injury
(1) *arising from wilful exposure to needless peril (except in an attempt to save human life)*
(2) *sustained by any person before that person attains the age of 16 years or after the expiry of the period of insurance in which that person attained the age of 70 years*

Scale of benefits

- 1 **Death**
 £7,500

- 2 **Loss of limbs(s) or loss of eye(s)**
 £7,500

- 3 **Permanent total disablement**
 £7,500

- 4 **Temporary total disablement**
 £75 per week

- 5 **Medical expenses**
 Maximum of 15% of the benefits payable under 4 above

Special conditions

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

5 Legal expenses

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

Note (not forming part of the policy)

The cover under this section has been arranged by us and DAS Legal Expenses Insurance Company Limited (DAS). We are responsible for paying any claims under this section but DAS manage and administer all claims on our behalf.

To make a claim under your policy please telephone 0117 934 2111. DAS will ask you about your legal dispute and if necessary give you legal advice. If your dispute needs to be dealt with as a claim under this policy 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 to the specialist claims handling teams.

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

Claims can also be e-mailed to NewClaims@das.co.uk

Definitions

Costs and expenses

- (a) **Legal costs**
All reasonable and necessary costs chargeable by the *representative* on a standard basis.
- (b) **Opponents' costs**
We will also pay the costs incurred by opponents in civil cases if an *insured person* has been ordered to pay them or pays them with agreement of *DAS*.

DAS

DAS Legal Expenses Insurance Company Limited

Date of occurrence

- (a) For civil cases the date of occurrence is the date of the event which may lead to a claim. If there is more than one event arising at different times from the same cause the date of occurrence is the date of the first of these events.
- (b) For criminal cases the date of occurrence is when the *insured person* began or is alleged to have begun to break the criminal law in question.

Insured person

You and any member of *your* family who always lives with *you*. Anyone claiming under this section must have *your* agreement to claim.

Limit of cover

The most we will pay for all claims occurring at the same time or from the same originating cause (the limit of cover is £25,000)

Motor vehicle

- (a) Any motor vehicle which needs a tax disc to go on a road which is built or adapted to carry up to 7 passengers (including motor cycles mopeds and pedal cycles).
- (b) Any caravan or trailer which is attached to a motor vehicle or which is temporarily detached from it.

Representative

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

Territorial limits

For insured event 2 - Contract disputes and 3 - Bodily injury

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

For all other insured incidents

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

You/your

The person(s) named as the *insured person* in the schedule.

Your property

The property noted in the policy schedule.

Cover

- 1 This section covers the *insured person*. We agree to provide the insurance in this section as long as
 - (a) the premium has been paid and
 - (b) the *date of occurrence* of the insured incident is during the period of insurance and within the *territorial limits* and
 - (c) any legal proceedings will be dealt with by a court or other body which *DAS* agree to in the *territorial limits* and
 - (d) for civil claims it is *always* more likely than not that an *insured person* will recover damages (or obtain any other legal remedy which *DAS* have agreed to) or make a successful defence.
- 2 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 we pay the *costs and expenses* for appeals *DAS* must agree that it is *always* more likely than not that the appeal will be successful.
- 3 We will only pay the *legal costs* charged by a *representative* appointed by *DAS*.

1 Employment disputes

What is covered

DAS will negotiate for an *insured person's* legal rights in a dispute arising from their contract of employment for their work as an employee which results in an application to an Employment Tribunal or to the ACAS Arbitration Scheme.

What is not covered

Any claim relating solely to personal injury.

2 Contract disputes

What is covered

DAS will negotiate for

- (1) an **insured person's** legal rights in a contractual dispute arising from an agreement or an alleged agreement which an **insured person** has entered into for
 - (a) the buying or hiring in of any goods or services or
 - (b) the selling of any goods
- (2) **your** legal rights in a contractual dispute or for misrepresentation arising from an agreement or alleged agreement which **you** have entered into for the buying or selling of **your** holiday let

provided that in both (1) and (2) –

- (a) the **insured person** has entered into the agreement or alleged agreement during the period of insurance and
- (b) the amount in dispute is more than £100.

What is not covered

A claim relating to

- (i) a contract regarding an **insured person's** trade profession employment or any business venture other than for purposes of this holiday let
- (ii) construction work on any land or designing converting or extending any building where the contract value exceeds £5,000 (including VAT)
- (iii) a contract involving a **motor vehicle** the settlement payable under an insurance policy (**DAS** will negotiate if **your** insurer refuses **your** claim but not for a dispute over the amount of the claim)
- (iv)
- (v) a dispute arising from any loan mortgage pension investment or borrowing.

3 Bodily injury

What is covered

DAS will negotiate for an **insured person's** legal rights in a claim against a party who causes the death of or bodily injury to the **insured person**.

What is not covered

- (i) any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident or
- (ii) defending an **insured person's** legal rights but defending a counter-claim is covered.

4 Property protection

What is covered

DAS will

- (a) negotiate for an *insured person's* legal rights in a civil action and/or
 - (b) arrange mediation
- for a dispute relating to material property (including *your property*) which is owned by the *insured person* or for which the *insured person* is responsible following
- (1) an event which causes or could cause physical damage to such material property provided that the amount in dispute is more than £100 or
 - (2) a legal nuisance (meaning any unlawful interference with an *insured person's* use or enjoyment of their home or some right over or in connection with it) or
 - (3) a trespass.

What is not covered

- 1 A claim relating to
 - (i) a contract entered into by an *insured person*
 - (ii) any building or land other than *your property*
 - (iii) someone legally taking an *insured person's* material property from them whether the *insured person* is offered money or not or restrictions or controls placed on an *insured person's* material property by any government or public or local authority unless the claim is for accidental physical damage
 - (iv) work done by any government or public or local authority unless the claim is for accidental physical damage
 - (v) a *motor vehicle* owned or used by or hired or leased to an *insured person*.
 - (vi) mining subsidence.
- 2 Defending a claim relating to an event that causes or could cause physical damage to material property but defending a counter-claim is covered.
- 3 The first £250 of any claim for legal nuisance or trespass. This is payable as soon as *DAS* accept the claim.

5 Jury service

What is covered

We will pay an *insured person's* salary or wages for the time that the *insured person* is off work while attending jury service for each half or whole day of their attendance as far as the salary or wages is not recoverable from the court or the *insured person's* employer.

The amount we will pay is based on the time the *insured person* is off work including the time it takes to travel to and from the court.

We will work it out to the nearest half day assuming that a whole day is eight hours.

If the *insured person* works full time the salary or wages for each whole day equals 1/250th of the *insured person's* yearly salary or wages.

If the *insured person* works part-time the salary or wages will be a proportion of the *insured person's* salary or wages.

What is not covered

6 Legal defence

What is covered

- (1) DAS will defend an *insured person's* legal rights if an event arising from the *insured person's* work as an employee leads to the *insured person* being prosecuted in a court of criminal jurisdiction or
 - (a) civil action being taken against the *insured person* under legislation for unlawful discrimination or
 - (b) civil action being taken against the *insured person* under section 13 of the Data Protection Act 1998.

What is not covered

A claim relating to a *motor vehicle*.

7 Holiday let

What is covered

DAS will negotiate for the following.

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

What is not covered

- (1) Any claim reported to DAS more than 90 days after the date **you** should have known about the insured incident.
- (2) Any disagreement with **your** tenant when the **date of occurrence** is within the first 90 days of the first period of insurance and the tenancy agreement started before the start of the policy.
- (3) Any claim to do with someone legally taking **your property** from **you** whether **you** are offered money or not or restrictions or controls placed on **your property** by any government or public or local authority unless the claim is for accidental physical damage caused by any of the above.
- (4) Any claim relating to any work done by any government or public or local authority unless the claim is for accidental physical damage to **your property** caused by any of the above.

Exclusions

- (i) A claim reported to DAS more than 180 days after the **insured person** should have known about the insured incident, other than claims made under Section 7, Holiday let.
- (ii) An incident or matter arising before the start of cover provided by this section.
- (iii) **Costs and expenses** incurred before the written acceptance of a claim by DAS.
- (iv) Fines penalties compensation or damages which an **insured person** is ordered to pay by a court or other authority.
- (v) An insured incident intentionally brought about by an **insured person**.
- (vi) A legal action an **insured person** takes which DAS or the **representative** has not agreed to or where an **insured person** does anything that hinders DAS or the **representative**.
- (vii) A claim relating to an **insured person's** alleged dishonesty or alleged violent behaviour.
- (viii) A claim relating to written or verbal remarks which damage an **insured person's** reputation.
- (ix) A claim relating to a lease of land or buildings of less than 21 years or a licence or tenancy of land or buildings. However we do cover a dispute with a professional adviser in connection with the drafting of a lease licence or tenancy agreement.
- (x) A dispute with **us** or DAS not otherwise dealt with under Condition 7.
- (xi) Apart from DAS the **insured person** is the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third party rights or interest.
- (xii) Judicial review.

Conditions

- 1 An **insured person** must
 - (a) keep to the terms and conditions of this section
 - (b) try to prevent anything happening that may cause a claim
 - (c) take reasonable steps to keep any amount we have to pay as low as possible
 - (d) send everything **DAS** ask for in writing
 - (e) give **DAS** full details in writing of any claim as soon as possible and give **DAS** any information **DAS** need.
- 2
 - (a) **DAS** can take over and conduct in the name of an **insured person** any claim or legal proceedings at any time.
DAS can negotiate any claim on behalf of an **insured person**.
 - (b) An **insured person** is free to choose a **representative** (by sending **DAS** a suitably qualified person's name and address) if
 - (i) **DAS** agree to start court 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.

DAS may choose not to accept an **insured person's** choice but only in exceptional circumstances. If there is a disagreement over the choice of **representative** in these circumstances the **insured person** may choose another suitably qualified person.

 - (c) In all circumstances except those in 2(b) above **DAS** are free to choose a **representative**.
 - (d) Any **representative** will be appointed by **DAS** to represent an **insured person** according to **DAS'** standard terms of appointment. The **representative** must co-operate fully with **DAS** at all times.
 - (e) **DAS** will have direct contact with the **representative**.
 - (f) An **insured person** must co-operate fully with **DAS** and the **representative** and must keep **DAS** up to date with the progress of the claim.
 - (g) An **insured person** must give the **representative** any instructions that **DAS** require.
- 3
 - (a) An **insured person** must tell **DAS** if anyone offers to settle a claim.
 - (b) If an **insured person** does not accept a reasonable offer to settle a claim we may refuse to pay further **costs and expenses**.
 - (c) We may decide to pay the **insured person** the amount of damages that the **insured person** is claiming or which is being claimed against them instead of starting or continuing legal proceedings.
- 4
 - (a) An **insured person** must tell the **representative** to have **costs and expenses** taxed assessed or audited if **DAS** ask for this.
 - (b) An **insured person** must take every step to recover **costs and expenses** that we have to pay and must pay us any **costs and expenses** that are recovered.
- 5 If the **representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses the **representative** without good reason the cover we provide will end at once unless **DAS** agree to appoint another **representative**.
- 6 If an **insured person** settles a claim or withdraws it without our agreement or does not give suitable instructions to a **representative** the cover we provide will end at once and we will be entitled to reclaim any **costs and expenses** we have paid.
- 7 If **DAS** and an **insured person** disagree about the choice of **representative** or about the handling of a claim **DAS** and the **insured person** can choose another suitably qualified person to decide the matter. **DAS** and the **insured person** must both agree to the choice of this person in writing. Failing this **DAS** will ask the Chair of the Solicitors Regulation Authority to choose a suitably qualified person. All costs of resolving the disagreement must be paid by the party whose argument is rejected.

- 8 **DAS** may at their discretion require an *insured person* to obtain at their expense an opinion from a *lawyer* or other suitably qualified person chosen by the *insured person* and **DAS** as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that an *insured person* will recover damages (or obtain any other legal remedy that **DAS** have agreed to) or make a successful defence **we** will pay the cost of obtaining the opinion.
- 9 **We** will not pay any claim covered under any other policy or any claim that would have been covered by any other policy if this section did not exist.
- 10 All Acts of Parliament mentioned in the policy include equivalent laws in Scotland Northern Ireland the Isle of Man and the Channel Islands as the case may be.

General endorsements

Your schedule will indicate if any of the following apply

E1 Annexes

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

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

Option (b) a rim deadlock conforming to BS3621.

E2 Swimming pools

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

1) it is a condition precedent to liability under this policy that

- a) the water will be filtered or changed weekly
- b) additives specifically designed for the purposes of prevention of the spread of disease shall be mixed in to the water of the swimming pool in quantities as recommended by the manufacturer of such additives
- c) the edges of the pool will be kept free from unnecessary obstructions and covered with a non-slip surface.
- d) notices showing rules of conduct and water depths shall be prominently displayed.

2) this policy does not apply to liability in respect of

- a) advice or instruction given by or on behalf of the *insured* where owing to the inexperience or lack of physical capabilities of the person(s) so advised or instructed they could not be expected to carry out such advice or instructions without incurring injury to themselves
- b) claims arising from the use of diving boards in excess of two metres above the height of the edge of the pool unless such diving boards are in areas designated for diving only.

E3 Roof gardens

The property

It is important that the roof is designed to bear a load of furniture and people that could be expected to use it and that it is appropriately surfaced.

Liability

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

E4 Hot tubs

Signs should be displayed stating that no alcohol is to be consumed whilst using the hot tub or glasses used nearby and that children should be supervised at all times.

The hot tub should be covered when not in use.

E5 Flat roof

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

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

Any recommendations made in inspection reports must be complied with.

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

E6 Other interest

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

E7 Minimum security

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

1. The final exit door is secured by a five-lever mortise deadlock conforming to BS3621
2. All other external doors are secured by five-lever mortise deadlocks conforming to BS3621 or key-operated security bolts operating horizontally fitted internally top and bottom.
3. On all patio doors or French windows
 - (a) Hinge types are secured by key-operated security bolts operating vertically fitted internally top and bottom.
 - (b) Sliding types are secured by key-operated bolts vertically fitted internally top and/or bottom.
4. All ground floor opening windows and any other openings to the home measuring more than 9" x 9" (22.5cm x 22.5cm) are secured by key-operated locks.
5. All ground floor opening windows (including skylights) are secured by key-operated window locks if accessible from adjoining roofs downpipes balconies or external stairs.
6. All panes of glass in louvre windows are securely fixed in their channels.

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

E8 Act of Terrorism

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

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

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

If we allege that any loss **damage** expense cost or consequential loss is not covered by this insurable event the burden of proving the contrary shall be upon **you**.

The insurance provided by this insurable event is not subject to any of the exclusions applying to the whole policy except exclusion 3 War risks and 7 Electronic risks and is not subject to any exclusion of loss or damage caused by pollution or contamination.

Excluding

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

Explanatory Note (not forming part of the policy)

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

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

E9 Leisure site

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

E10 Limited liability

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

General information (not forming part of the policy)

Complaints procedure

If you have any reason to complain you can make your complaint in writing or verbally to Boshers or any member of staff the Compliance Officer or Chief Claims Manager at

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

Tel 01452 528533
Fax 01452 423557

Email: complaints@ecclesiastical.com

We will acknowledge all complaints within five working days.

If you are not satisfied with our response or we have not completed our investigation after eight weeks we will inform you of your right to take your complaint to

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

Tel 0845 080 1800

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

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

The Financial Services Compensation Scheme (FSCS)

This scheme was set up under the terms of the Financial Services and Markets Act 2000. Its aim is to protect private and small business/charity customers should an insurer go out of business and be unable to meet its liabilities or pay claims. You may be entitled to compensation depending upon your income and the number of people you employ.

If so FSCS may arrange to transfer your policy to another insurer provide a new policy or if these actions are not possible provide compensation. The maximum level of compensation you can receive from the scheme for a claim against an insurance firm depends on the type of insurance policy.

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

www.fscs.org.uk

or write to:

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

Tel 020 7892 7300

Email enquiries@fscs.org.uk

This contract is underwritten by:

Ecclesiastical Insurance Office plc.

Our FSA register number is 113848.

Our permitted business is general insurance.

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

www.fsa.gov.uk/register

or by contacting the FSA on 0845 606 1234

For further information on any of our products, please speak to your insurance adviser.

Or visit us at
www.ecclesiastical.com



Beaufort House, Brunswick Road,
Gloucester GL1 1JZ



Ecclesiastical Insurance Office plc (EIO) Reg. No. 24889. Ecclesiastical Insurance Group plc (EIG) Reg. No. 1718198. Ecclesiastical Life Ltd (ELL) Reg. No. 243111. Ecclesiastical Investment Management Ltd (EIM) Reg. No. 2170173. Allchurches Mortgage Company Ltd (AMC) Reg. No. 1974218. Ecclesiastical Financial Advisory Services Ltd (EFAS) Reg. No. 2048087. Ecclesiastical Risk Services Ltd (ERS) Reg. No. 6290300. All companies are registered in England at Beaufort House, Brunswick Road, Gloucester, GL1 1JZ, UK. Tel: 01452 528533. EIO, ELL, EIM & EFAS are authorised and regulated by the Financial Services Authority and are members of the Financial Ombudsman Service. EIO & ELL are members of the Association of British Insurers and EIM is a member of the Investment Management Association.