

Your policy document

Surgery Combined Insurance



NFU Mutual

Thank you

for placing your insurance with NFU Mutual.

Cancellation Rights

If you do not wish to accept your new cover, you may cancel the cover in writing within 14 days of receiving the policy or amendment to an existing policy. We may charge pro rata for the cover provided.

Complaints

NFU Mutual strives to provide its customers with the highest level of service and would like to know if you are not satisfied with any aspect of this. Should you wish to make comments of any kind about our service please contact the manager of our Regional Office or Call Centre which issued your policy. The address of our Regional Office can be obtained from the Agent or Broker where you purchased your insurance.

We will take any complaint seriously and endeavour to handle it fairly, consistently and promptly.

If you are not satisfied with the way in which we have dealt with your complaint, please write to the General Manager, NFU Mutual, Tiddington Road, Stratford-upon-Avon, CV37 7BJ.

In the unlikely event that you remain dissatisfied, the Financial Ombudsman Service may be prepared to review your complaint. No charge is made for this service and you should write to:

The Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
London E14 9SR.
Telephone 0845 080 1800.

Please always quote your policy number as it will enable your complaint to be dealt with promptly.

24 Hour Glass Replacement

Broken glass is dangerous, unsightly and inconvenient. It can also present a security risk. In the event of glass breakage you can call Solaglas FREE at any time any day on 0800 47 47 47. Give your name, address and policy number.

Your problem will be solved at a time suitable to you and we will be billed direct for the work which means you will only have to pay the excess and any VAT due.

Language

The contract and other documents are drawn up in the English language. We will communicate with you in English throughout the duration of the policy.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS), which means that you may be entitled to compensation from the Scheme if we cannot meet our obligations. This depends on the type of policy you have and the circumstances of the claim. You can find out more at www.fscs.org.uk or by calling 020 7892 7300.

Statutory Status

You can check our statutory status on the Financial Services Authority's Register at www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234. Our FSA registration number is 117664.

Data Protection Notice

NFU Mutual is the data controller and will process personal information in accordance with the Data Protection Act 1998. We may check and/or pass some or all of the personal information you have supplied to NFU Mutual in connection with your insurance or claim to other insurance companies in order to administer the policy for underwriting and for claims handling purposes, to suppliers of goods and services, to regulatory or other organisations, databases and fraud prevention agencies. We may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance and credit and related services for you and members of your household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage your account and insurance policies;
- check your identity to prevent money laundering, unless you provide us with satisfactory proof of identity;
- in the event of any incident or claim, or at the time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

We may use your information to carry out research.

We can supply, on request, further information about the databases we access and supply to.

Contents

Description	Page
Schedule	Inside Cover
Policy Introduction	4
Definitions	5
Section A1: Contents	10
Section A2: Business Interruption	14
Section A3: Liabilities	17
Section A4: Glass and Sanitary Fittings	23
Section A5: Money	24
Section A6: Personal Accident (Assault)	25
Section B: Buildings	27
Section F: Legal Expenses	30
General Exclusions	41
General Conditions	43
Assignment Condition	46
Warranties	47

Policy Introduction

We will insure you in line with the terms of your policy for accidental loss, injury or damage in the territorial limits during the period of insurance.

The proposal or application and declaration you have completed, and any other information supplied, form the basis of this contract.

Your schedule shows the covers you have chosen, sums insured and any special terms that apply to your policy. Please read the schedule and policy carefully to make sure you have the cover you need.

This contract and the relationship between NFU Mutual and you shall be governed by, and interpreted in accordance with, English Law. The Contract shall be subject to the non-exclusive jurisdiction of the English Courts.



General Manager
NFU Mutual

Note: The National Farmers Union Mutual Insurance Society Limited is a Mutual Company. The insured is a member of NFU Mutual and is subject to its Memorandum and Articles by virtue of the acceptance of this or any previous insurance issued by NFU Mutual.

Definitions

Some words have a special meaning wherever they appear. These words are shown in **bold type** or in “inverted commas” in endorsements and their definitions are as follows:-

What Is Insured

Annual Income

The **gross income** during the twelve month period prior to the date of the claim under Section A2 which corresponds with the **indemnity period**, adjusted to reflect as accurately as possible the **gross income** which would have been obtained had the **damage** not occurred.

Book Debts

Amounts owed by **your** customers outstanding in **your business** records at the time of **damage**.

Buildings

The buildings at **your premises** built of brick, stone or concrete and roofed with slates, tiles, concrete, asphalt, metal or sheets or slabs composed entirely of incombustible mineral ingredients and including:

- a) outbuildings
- b) **dwelling rooms** within the same structure
- c) landlord's fixtures and fittings
- d) walls, retaining walls, gates and fences
- e) yards, car parks, roads and pavements around and belonging to **your buildings**.

Business

The business shown in **your schedule** including:

- a) provision and management of canteen, sports and social, education, training and welfare activities and first aid, fire, security and ambulance services
- b) ownership, maintenance and repair of **your buildings**
- c) private work undertaken with **your** prior consent by an **employee** for any **insured person**.

Business Hours

The period during which the **premises** are attended by **you** or any person authorised by **you**.

What Is Not Insured

What Is Insured

Contents (other than stock)

- a) Furniture, equipment, tenant's improvements and decorations, documents and computer system records used for **your business**;
- b) internal fixtures and fittings at **your premises**;
- c) personal effects belonging to **you**, directors, partners, **employees**, customers and visitors up to £500 any one person;
- d) telephone installations, gas and electric meters.

Costs

We will pay for:

- a) legal fees for representation at any coroner's inquest or fatal injury, or defence in any court of summary jurisdiction or breach or alleged breach of statutory duty resulting in **injury** or **damage** to **property**,
- b) costs recoverable from **you** by any claimant before **we** have paid or offered to pay the full amount of the claim or the limit of indemnity,
- c) other costs and expenses incurred with **our** written consent,

for an incident the subject of a claim under **your policy**.

Damage

Accidental loss or damage

Dwelling Rooms

The dwelling rooms owned by or leased by **you** at the **address**.

Employee

A person working for **you** in connection with **your business** who is

- a) under a contract of service or apprenticeship with **you**
- b) a labour master, labour-only sub contractor or a person supplied by either of them
- c) working under a recognised work experience or training scheme
- d) self-employed
- e) borrowed by or hired to **you**
- f) a voluntary helper.

What Is Not Insured

- **damage** to documents, manuscripts, business books and computer systems records other than for the cost of the materials, clerical labour and computer time in reinstating these items;
- **damage** to patterns, models, moulds, plans and designs other than the cost of the materials and labour in reinstating these items;
- landlord's fixtures, fittings and decorations;
- gaming, amusement or external vending machines;
- living creatures, pets or livestock;
- motor vehicles and their accessories.

What Is Insured

Event

Any one occurrence or number of occurrences arising directly or indirectly from one source or original cause.

Glass

Fixed plain or wired glass and mirrors at the **premises**, window alarm foil, ornamental glass, lettering and silvering.

Gross Income

The amount paid or payable to **you** for goods sold and delivered and services provided in the course of **your business** within the **United Kingdom**.

Indemnity Period

The period beginning with the **damage** insured under the Business Interruption Section and ending not more than twelve months later during which the results of **your business** are affected as a result of the **damage**.

Index Linking

The monthly adjustment **we** will make to **your** sum insured. **We** will calculate **your** subsequent renewal premium on the adjusted sum insured. The adjustment will be calculated:

- a) for **stock** and **contents** in accordance with the Producer Price Index for Home Sales of Manufactured Products
- b) for **buildings** or **premises** front in accordance with the General Building Cost Index.

We may, at **our** option, substitute an alternative index.

Injury

Bodily injury, death, disease or illness or nervous shock.

Insured Person

You, any director, partner or **employee**.

Liability

Liability at law.

Money

Cash or any negotiable money instrument.

Non-Negotiable Instrument

Any money instrument which is by its nature non-negotiable or which has been made expressly non-negotiable.

What Is Not Insured

What Is Insured

Notifiable Disease

Illness sustained by any person resulting from:

- a) food or drink poisoning, or
- b) any human infectious or human contagious disease which the Government or competent local authority has stipulated will be notified to them but excluding Acquired Immune Deficiency Syndrome (AIDS).

NFU Mutual, We, Us, Our

The National Farmers Union Mutual Insurance Society Limited.

Period of Insurance

The duration of this **policy** as shown in **your schedule** and any further period for which **we** accept the premium.

Policy

The preamble, definitions, sections, general exclusions, conditions, specification, warranties, **schedule** and operative endorsements which are to be read together as one contract.

Pollution

All pollution or contamination of buildings, other structures, water, land or the atmosphere and all **damage** or **injury** caused directly or indirectly by such pollution or contamination.

Premises

Those **buildings** at the address shown in **your schedule** which **you** use for **your business**.

Products

Goods including containers and packaging sold, supplied, installed, erected, repaired, treated, altered or serviced by **you** or on **your** behalf in connection with **your business**.

Property

Material property.

Responsible Person

You or any person authorised by **you** to be responsible for the security of the **premises**

Sanitary Fittings

Fixed items of sanitary ware in **your premises**.

Schedule

The latest schedule issued by **us** as part of **your policy**.

What Is Not Insured

Dwelling rooms or gardens.

What Is Insured

Standard Gross Income

The **gross income** during the twelve months prior to the claim insured under Section A2 which corresponds with the **indemnity period**, adjusted to reflect as accurately as possible the **gross income** which would have been obtained had the **damage** not occurred.

Stock

Stock and materials in trade which belong to **you**, or are **your** legal responsibility.

Terrorism

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

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

United Kingdom

Great Britain, Northern Ireland, the Isle of Man, and the Channel Islands.

You, Your, Yourself

The company, partnership or individuals shown in your **schedule**.

What Is Not Insured

- any living creature
- drugs, medicines and precious metals unless specified in **your schedule**.

Section A1

Contents

What Is Insured

Extra cover:

We will pay for **damage** to **stock, contents** and any other specified items at **your premises**, in transit or temporarily removed within the **United Kingdom** during the **period of insurance**.

What Is Not Insured

We will not pay for:

- The first £100 of each claim
- consequential loss of any description
- preparation costs of any claim
- **damage** to electrical appliances by fire caused by self ignition, over-running, too much pressure, short circuiting, self heating or an electricity leak
- **damage to contents or stock** caused by any process of production, packing, treatment, testing, commissioning, servicing or repair but, if the process does not involve applying heat, **we** will pay for **damage** caused by fire or explosion.

We will not pay for **damage** caused by or arising from:

- theft or fraud by, or dishonesty of, an **insured person** or member of **your** family
- theft outside **business hours** to any cash register or till unless it has been left open
- theft by any person entering lawfully onto **your premises**
- theft or attempted theft from an unattended vehicle unless:
 - i) the vehicle is securely locked at all points of access
 - ii) between the hours of 9.00pm and 6.00am the vehicle is kept in a securely locked building
- deceit of an **insured person**
- subsidence, heave, landslip, change in the water table level, settlement, shrinkage, expansion or collapse of a **building**
- wet or dry rot, mildew, fungus, insect, moth, variations in temperature, frost, **pollution**, woodworm or vermin
- evaporation, shrinkage, loss of weight, dampness, dryness, rust, corrosion or a gradually operating cause
- dyeing, cleaning, repairing, renovating, denting, bruising, marring, scratching, wear and tear or depreciation
- latent defect, inherent vice, faulty design, plan, specification, materials or workmanship

What Is Insured

What Is Not Insured

- electronic, electrical or mechanical breakdown
- erasure, loss, distortion or corruption of information on computer systems
- escape of fumes or flue gases
- a government or public authority legally taking **your property**
- exposure to weather conditions of **contents, stock, gates and fences**, in the open
- riot, civil commotion, labour or political disturbances, malicious people occurring in Northern Ireland or the Republic of Ireland or resulting from strike action
- falling trees or branches as a result of felling or lopping, or to gates and fences unless there has been **damage to your premises**
- mistakes or shortages revealed through stocktaking, unexplained disappearance, account shortage, misfiling or misplacing information
- bursting, collapse, joints leaking, welds breaking, cracking or overheating of boilers (other than domestic boilers) or other steam pressure machines or equipment including steam and feed piping connected to them which by law have to be inspected. This exclusion will not apply if the inspections have been carried out.
We will pay for any resulting damage which we cover.
- deeds, bonds, bills of exchange, **money** or **non-negotiable instruments**.

How we will settle your claim

We will settle claims as follows:

- a) **stock**, drugs and medicines and precious metals – **we** will pay **you** the cost of replacement at prices current when the **damage** occurs;
- b) **contents** – **we** will pay **you** the cost of repair or replacement with similar items. However, if they are not replaced **we** will make a deduction for wear, tear and depreciation.

We may at **our** option replace **contents** or arrange for repairs to be carried out.

What Is Insured

Limit

The most **we** will pay for **damage** to **stock** and **contents** is the sum insured shown in **your schedule** for any **premises**, together with any additional amount for **index linking**.

Additional insurances

You are also insured for

1. Additions and Extensions

We will pay up to a maximum of 10% of the sum insured on **contents** or £50,000 whichever is the less, for:

- a) any newly acquired **contents**;
- b) alterations, additions and improvements to **contents**.

You must tell **us** of any new purchases as soon as possible and increase **your** sum insured appropriately.

2. Debris Removal

If **your contents** or **stock** suffer **damage** by any of the perils covered, **we** will pay to remove debris resulting from the **damage**.

3. Deterioration of **Stock**

We will pay up to a maximum of £1,000 during the **period of insurance** for **damage** to **stock** and drugs and medicines at the **premises** in any freezer or refrigerator caused by:

- a) a change in temperature;
- b) contamination by refrigerator or refrigerator fumes.

We will settle claims by paying the cost of replacing **stock** at prices current at the time when **damage** occurs.

What Is Not Insured

We will not pay for **damage**:

- where insurance is operative elsewhere;
- which occurs outside the **United Kingdom**.

We will not pay for **damage**:

- resulting from deliberate withholding or reduction of power by the supply authority;
- resulting from industrial action;
- to or breakdown of the unit.

The first £50 of each claim.

What Is Insured

Special Condition

Maintenance

Any frozen food cabinet, deep freezer, coldroom, coldstore, refrigerator or chilled unit which at the start of any **period of insurance** is more than five years old must be the subject of a regular maintenance agreement with a suitably qualified independent electrical engineer.

4. European Union and Public Authorities

We will pay the additional costs incurred to repair or replace **your contents** as a result of complying with:

- a) European Union legislation, or
- b) Building or other regulations stipulated under any Act of Parliament or bye-law or any public authority provided they are repaired or replaced as soon as is practically possible.

If the amount **we** pay to repair or replace **your contents** is reduced by the application of terms or conditions of **your policy**, the amount **we** will pay will be reduced in the same proportion.

5. Loss of Metered Water

We will pay up to a maximum of £2,500 for loss of metered water for which **you** are responsible following **damage** during the **period of insurance** to any part of the water apparatus forming part of **your premises**.

6. Replacement Locks

We will pay for replacement locks or lock mechanisms of external doors, safes, strongrooms and intruder alarm systems installed in the **premises** if the keys are stolen.

7. Signs and Blinds

We will pay for **damage** insured by this section, for which **you** are responsible to any fixed external sign or blind.

8. Theft **Damage**

We will pay for any **damage** to the **premises** or **dwelling rooms** which **you** are responsible for as a result of theft or attempted theft due to someone using force and violence to get into or out of the **premises** or **dwelling rooms**.

What Is Not Insured

We will not pay for:

Any additional cost;

- where **you** receive notice to comply before the **damage** occurred;
- in respect of **damage** not insured by this section;
- in respect of undamaged **contents**;
- for which there is an existing requirement which has to be implemented within a given period.

Any charge or assessment arising out of capital appreciation which may be payable as a result of complying with the stipulation.

We will not pay for theft of any part of the **premises** or **dwelling rooms**.

Section A2

Business Interruption

What Is Insured

Extra Cover:

We will pay for interference or interruption to **your business** during the **period of insurance** by:

- a) **damage** at the **premises** which
 - we have agreed to pay a claim under the Contents or Buildings Sections;
 - another insurer has agreed to pay a claim, but which would have been insured under the Buildings Section had such insurance been in force;
 - would have been insured under the Buildings Section had such insurance been in force where **you** do not own or are not responsible for the **premises**;
- b) **damage** insured by this section, to a building in the vicinity of the **premises** which prevents or hinders the use of or access to the **premises**;
- c) failure of the telephone service, electricity, gas or water supply as a result of **damage** insured by this section to the telephone exchange or supply premises;
- d) **damage** to **glass** or **sanitary fittings** at the **premises**;
- e) the suspected or actual presence of an incendiary or explosive device at, or in the vicinity of, the **premises**;
- f) **damage** insured by this section to the premises of **your** supplier;
- g) breakdown of a computer installation for which **we** or another insurer has agreed to pay a claim;
- h) restrictions on the use of the **premises** on the order or advice of the Government or competent local authority resulting from:
 - an occurrence of a **notifiable disease**;
 - the discovery of an organism likely to result in the occurrence of a **notifiable disease**;
 - enforcement action under the Food Safety Act 1990;

What Is Not Insured

We will not pay for interruption if **your business** is wound up, carried on by a liquidator, receiver or permanently discontinued.

We will not pay for failure resulting from:

- industrial disputes;
- the deliberate act of the exchange or supply.

We will not pay for interference or interruption:

- lasting less than four hours;
- outside the actual period of hindrance or prevention of access to the **premises**.

We will not pay:

- for **damage** to premises outside the **United Kingdom**;
- more than £25,000 any one **event**.

We will not pay for breakdown lasting less than 48 hours.

We will not pay more than £10,000 for any one restriction or £50,000 in total for all restrictions in any one **period of insurance** resulting from

- an occurrence of a **notifiable disease**
- the discovery of an organism likely to result in the occurrence of a **notifiable disease**
- enforcement action under the Food Safety Act 1990

What Is Insured

- the discovery of vermin or pests at the **premises**;
 - an accident causing defects in the drains or other sanitary arrangements at the **premises**;
- i) an occurrence of murder or suicide at the **premises**.

How **we** will settle **your** claim

We will settle claims by paying:

1. the amount by which the **gross income** during the **indemnity period** falls short of the **standard gross income**;
2. additional expenses which **you** may reasonably incur during the **indemnity period** to minimise or avoid a reduction in **gross income**;
3. accountant's or auditor's fees which **you** may reasonably incur to produce any further information **we** may require in connection with a claim.

Limit

The most **we** will pay is the sum insured shown in **your schedule** unless specified differently elsewhere.

When calculating the payment **we** will take into account:

- a) any reduction of **business** charges or expenses during the **indemnity period** due to interference or interruption;
- b) any **gross income** earned from conducting the **business** away from the **premises** during the **indemnity period**.

Additional insurances

1. Book Debts

We will pay the difference between:

- a) amounts outstanding in **your business** records which are owed by **your** customers and
- b) the amounts received or traced following insured **damage**.

The most **we** will pay is £20,000 any one **event**.

What Is Not Insured

We will not pay more than the **gross income** which would have been saved.

We will not pay for Value Added Tax for which **you** are accountable.

We will not pay for:

- bad debts;
- Value Added Tax for which **you** are accountable;
- losses if **your business** is wound up, carried on by a liquidator, receiver or permanently discontinued;
- any abnormal condition of trade which had or could have had an effect on **your business**.

What Is Insured

We will also pay for accountant's charges and other additional expenses which **you** may reasonably incur with **our** consent in establishing **your** amounts outstanding.

Special Condition

A record of the total amount of **money** owed to **you** by **your** customers must be made at least once every twenty eight days and a copy of such records must be kept at a place other than **your premises**.

What Is Not Insured

Section A3

Liabilities

What Is Insured

Employers' **Liability**

Cover

We will pay for all sums which **you** are legally liable to pay as compensation for accidental **injury** to any **employee** occurring in connection with the **business**:

- a) within the **United Kingdom**;
- b) during visits undertaken by an **insured person** normally resident within the **United Kingdom**, elsewhere in the world, not involving the supervision or performance of manual work; during the **period of insurance**.

Limit

The most **we** will pay for all claims arising out of one **event** including **costs** and under Additional Insurances:

- a) for accidental injury to any **employee** arising from **terrorism** is £5,000,000.
- b) for all other claims is £10,000,000.

Additional insurances

1. Compensation for Court Attendance

If an **insured person** attends court as a witness at **our** request in connection with a claim for which **you** are entitled to indemnity under this Section, **we** will compensate **you** at the following rates for each day attendance is required:

- | | |
|-------------------------------------|------|
| a) you , director or partner | £150 |
| b) any employee | £100 |

What Is Not Insured

We will not pay for:

- action for damages brought against **you** in the courts of any country or state, unless a member country of the European Union for work undertaken by any **employee** normally resident in the **United Kingdom**;
- any:
 - claim arising in connection with any offshore oil or gas installation or any associated vessel or structure;
 - **liability** for which compulsory motor insurance is required under the Road Traffic Act.

What Is Insured

2. Health & Safety at Work Act

We will pay for legal fees and expenses incurred by **you** or at **your** request any **insured person** in defending any prosecution or appealing against any judgement given, under the Health and Safety at Work etc. Act 1974, or the Health and Safety (Northern Ireland) Order 1978, provided that the offence relates to an activity involving the health, safety or welfare of any **employee** and was committed in connection with the **business** during the **period of insurance**.

3. Injuries to Working Partners or Proprietors

If any **insured person** suffers **injury** while working in connection with the **business** **we** will regard them as an **employee**.

Provided that the **injury** is caused by the negligence of another working partner, proprietor or **employee** in the course of the **business**.

4. Unsatisfied Court Judgements

If a judgement for damages obtained:

- a) in any court in the **United Kingdom**;
- b) against any company or individual operating from the **United Kingdom**;
- c) by an **employee** or his legal personal representative for **injury** arising out of and in the course of his employment by **you**;

remains unsatisfied in whole or in part six months after the judgement date, **we** will pay, at **your** request, the unsatisfied amount of such damages or awarded costs.

If any payment is made under the terms of this extension, the **employee** or his personal legal representative will assign the judgement to **us**.

Special Condition

Right of Recovery

This insurance accords with the requirements of any law relating to compulsory insurance of **liability** to **employees** in the **United Kingdom**. **You** will repay to **us** all sums which would not have been paid but for the provisions of such law.

What Is Not Insured

We will not pay:

- for legal fees or expenses incurred because of any deliberate act or omission;
- any fines or penalties.

We will not pay:

- where there is an appeal outstanding;
- where a judgement is outstanding before the beginning of this insurance.
- more than £10,000,000 any one **event**.

What Is Insured

Public and Product Liability

Cover

We will pay all sums which **you** are legally liable to pay as compensation for accidental:

- a) **injury** to any person;
- b) **damage to property**;
- c) obstruction, loss of amenities, trespass or nuisance;
- d) wrongful arrest, detention or false imprisonment of any person;

happening in connection with **your business** during the **period of insurance** within the **United Kingdom**.

What Is Not Insured

We will not pay for:

- **injury** to any **employee**;
- **injury** or **damage** outside the **United Kingdom** unless occurring in connection with:
 - collection or delivery by **insured persons** normally resident in the **United Kingdom**,
 - visits undertaken elsewhere in the world by any **insured person** normally resident in the **United Kingdom** not involving the supervision or performance of manual work,
 - **products** supplied from the **United Kingdom**;
- The first £250 in respect of **damage** away from **your premises**
- actions for damages brought against **you**, unless brought in a member country of the European Union, for work undertaken by any **insured person** normally resident in the **United Kingdom**;
- **damage** to **property** belonging to or in the custody or control of **you** or **your employees** other than personal effects of **employees** or visitors;
- **liability** arising from the ownership, possession or use of any:
 - railway, watercraft, aircraft or hovercraft,
 - mechanically propelled vehicle, except motorised equipment used at **your premises** in circumstances where compulsory insurance is not required;
- **damage** to any **products** or the cost of recalling or refunding defective **products** or repairing, replacing, reinstating or making good defective workmanship;
- any **liability**;
 - assumed by **you** under agreement,
 - arising from any breach of professional duty or any fault, neglect, error or omission in the provision of any treatment, medication, advice, information, except for the administration of first aid,
 - supervision or instruction or performance of any operation,
 - arising from design, plan, formula or specification of **products** or work for a fee,
 - arising from the sale, supply, making up or labelling of any drug, medicine, or other medical/ veterinary preparation,
 - arising from **terrorism**
 - **costs** incurred due to a deliberate act or omission.

What Is Insured

Limits

The most **we** will pay including **costs** and under Additional Insurances:

- a) for all **products** claims is £2,500,000 any one **event** and in total during any one **period of insurance**;
- b) for all **pollution** claims is £2,500,000 any one **event** and in total during any one **period of insurance**;
- c) for all other claims is £2,500,000 in any one **event**.

However, where the liability and resulting claims arise solely within the **United Kingdom** or any country which is a member of the European Union **costs** will be paid in addition.

Additional insurances

1. Compensation for Court Attendance

If an **insured person** attends court as a witness at **our** request in connection with a claim for which **you** are entitled to indemnity under this Section, **we** will compensate **you** at the following rates for each day attendance is required:

- a) **you**, director or partner £150
- b) any **employee** £100

2. Cross Liabilities

Where this **policy** is in joint names of more than one party, cover applies separately to each, provided this will not increase **our** total **liability** beyond the applicable limit of indemnity.

3. Defective Premises Act

We will pay all sums for which **you** are legally liable under Section 3 of the Defective Premises Act 1972, or Article 5 of the Defective Premises (Northern Ireland) Order 1975 following disposal of **premises** owned or occupied by **you** for **your business**.

What Is Not Insured

We will not pay for the cost of rectifying defects or alleged defects.

What Is Insured

4. Health & Safety at Work Act

We will pay for legal fees and expenses incurred by **you** or at **your** request any **insured person** in defending any prosecution or appealing against any judgement given, under the Health and Safety at Work etc. Act 1974, or the Health and Safety (Northern Ireland) Order 1978, provided that the offence relates to an activity involving the health, safety or welfare of any person other than an **employee** and was committed in connection with the **business** during the **period of insurance**.

5. Indemnity to Other Persons

At **your** request, **we** will deal with any claim, which is covered under this Section, made against any **insured person** which should have been made against **you**, provided that

- a) the **insured person** keeps to the terms and conditions of the **policy**;
- b) **we** will have sole control over the handling of the claim.

6. Liability for Property Previously Owned

We will pay amounts for which **you** are legally liable under Section 3 of the Defective Premises Act 1972, or Article 5 of the Defective Premises (Northern Ireland) Order 1975 for:

- a) **injury** of any person;
- b) **damage to property**;

happening during the currency of this Section of **your policy**, or within seven years of its cancellation, arising in connection with any **premises** previously owned and occupied by **you**, provided **you** have disposed of all legal title to the **premises**.

What Is Not Insured

We will not pay for:

- legal fees or expenses incurred because of any deliberate act or omission;
- fines or penalties.

We will not pay for any:

- **liability** for which **you** are entitled to indemnity from any other source;
- **damage** to the **premises** itself or the cost of making good defective workmanship.

What Is Insured

7. Motor Contingent **Liability**

We will pay all amounts which **you** are legally liable to pay as compensation for accidental **injury** or **damage** to **property** caused by using any motor vehicle in connection with **your business**.

8. Tenants' **Liability**

We will pay for **damage** which **you** are responsible for to **premises** not owned by **you** but leased or rented by **you** and occupied for **your business**.

Special Condition

Discharge of **Liability**

We may, at any time, pay **you** the applicable limit of indemnity (after deduction of sums already paid) or any lesser amount for which any claim may be settled and **we** will be under no further **liability** except for **costs** incurred prior to the date of payment.

What Is Not Insured

We will not pay:

- compensation for any vehicle owned, or provided by **you**;
- where **you** or the driver are entitled to indemnity under any other insurance;
- for any **injury** to any **employee** unless required by the Road Traffic Act;
- for any **liability** arising while any vehicle is:
 - driven by **you**;
 - being driven by someone **you** knew did not have a driving licence, unless that person has held and is not disqualified from having one;
- outside the **United Kingdom**.

We will not pay for

- any **damage** which is insured elsewhere;
- any **liability** arising solely because of a contract.

The first £100 of each claim.

Section A4

Glass and Sanitary Fittings

What Is Insured

Cover

We will pay for:

- a) **damage** to **glass** or **sanitary fittings**;
- b) **damage** to framework following breakage of **glass**;
- c) the cost of necessary boarding up and the provision of a temporary door following breakage of **glass** happening during the **period of insurance**.

How **we** will settle **your** claim

We will pay the cost of repairing or replacing the **glass** or **sanitary fittings**.

Limit

The most **we** will pay for **damage** to fixed ornamental glass, lettering, silvering or window alarm foil is £250.

What Is Not Insured

We will not pay for:

- **damage** arising directly from repairs or alterations to the **premises**;
- **damage** to **glass** and **sanitary fittings** already damaged at the start of cover;
- scratching or chipping of **glass** unless it extends through the complete fabric of the **glass**;
- **damage** to **glass** or **sanitary fittings** forming part of **your stock**.

The first £50 of each claim.

Section A5

Money

What Is Insured

Cover

We will pay for loss of **business money** and **non-negotiable instruments** belonging to **you** or which are **your** responsibility within the **United Kingdom** during the **period of insurance** providing the loss occurs in the circumstances shown under Limits.

Limits

The most **we** will pay for the following is:

- a) **money** in transit or in a bank night safe £5,000
- b) **money** in the **premises** during **business hours** £5,000
- c) **money** in a locked safe within **your premises** outside **business hours** £5,000
- d) **money** in other circumstances £500
- e) **non-negotiable instruments** £250,000

Additional insurances

1. **Damage** to Carrying Cases

We will pay for **damage** to any carrying case, security waistcoat or belt following theft or attempted theft of **money** or **non-negotiable instruments**.

What Is Not Insured

We will not pay for:

- loss arising from the dishonesty of any **insured person** unless discovered and reported to **us** within seven working days of its occurrence;
- losses due to error, omissions or depreciation in value;
- any consequential loss;
- loss of **money**:
 - from any unattended vehicle;
 - from any gaming, amusement or external vending machine.

Section A6

Personal Accident (Assault)

What Is Insured

An **insured person** who dies or is disabled as a result of any violent assault during the **period of insurance** in the course of **your business**.

Limits

We will pay the amount shown for any violent assault which is the sole and direct cause of:

- Item 1. death occurring within 12 months £10,000
- Item 2. loss of limbs or sight occurring £10,000
within 12 months being total and permanent physical separation or loss of use of one or more hands or feet or loss of sight in one or both eyes
- Item 3. permanent total disablement £10,000
(other than item 2 above) which after 104 weeks from the date of the assault prevents an **insured person** from engaging in an occupation of any kind
- Item 4. temporary total disablement £100
which prevents an **insured person** per week from engaging in all parts of their occupation for a period not exceeding 104 weeks.

Payment will only be made under one of items 1, 2 or 3 and that payment will end cover for the **insured person** concerned.

We will settle claims under item 4 by paying in arrears at four-weekly intervals.

If **we** pay under items 1, 2 or 3 **we** will no longer make any payment under item 4 for the same assault.

What Is Not Insured

We will not pay for death or disablement:

- consequent upon or contributed to by any **insured person** suffering from any pre-existing physical or mental defect or infirmity;
- following failure to obtain and follow proper medical advice;
- for an **insured person**;
 - under 16 years of age;
 - over 70 years of age.

We will not pay more than 75% of any **insured person's** average weekly earnings before tax.

What Is Insured

Additional insurances

1. **Damage** to Personal Effects

We will pay for **damage** to personal effects and **money** of any **insured person** caused by violent assault during the course of **your business**.

We will pay up to a maximum of:

- a) £100 for personal **money**;
- b) £500 in total for any one **insured person**.

What Is Not Insured

Section B

Buildings

(Only insured if shown as operative on your schedule)

What Is Insured

Extra cover:

We will pay for **damage** to **buildings** or **premises** front during the **period of insurance**.

HOW WE SETTLE YOUR CLAIM

We will settle claims by paying the cost of repairs or replacing **your buildings** or **premises** front to a condition substantially the same as but not better or more extensive than when new, provided that the work is carried out as soon as is practicably possible.

What Is Not Insured

We will not pay for:

- The first £100 of each claim
- consequential loss of any description

We will not pay for **damage** caused by arising from:

- subsidence, heave, landslip, change in the water table level, settlement, shrinkage, expansion or collapse of a **building**
- wet or dry rot, mildew, fungus, insect, moth, variations in temperature, frost, **pollution**, woodworm or vermin
- evaporation, shrinkage, loss of weight, dampness, dryness, rust, corrosion or a gradually operating cause
- dyeing, cleaning, repairing, renovating, denting, bruising, marring, scratching, wear and tear or depreciation
- latent defect, inherent vice, faulty design, plan, specification, materials or workmanship
- riot, civil commotion, labour or political disturbances, malicious people occurring in Northern Ireland or The Republic of Ireland or resulting from strike action
- falling trees or branches as a result of felling or lopping, or to gates and fences unless there has been **damage to your premises**
- exposure to weather conditions to fences, gates or to any moveable property in the open.

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

What Is Insured

If **you** do not repair or replace **your buildings** or **premises** front, as soon as practicably possible, **we** will pay the amount of the **damage** less deduction for wear, tear and depreciation

The most **we** will pay for **damage** to **your buildings** or **premises** front is the sum insured shown in **your schedule** together with any additional amount for **index linking**. This will include any costs of:

- a) sit clearance (cost of removing debris, demolition, shoring or propping up);
- b) professional fees (architects, surveyors' and legal fees which it is necessary to pay);
- c) Building regulation Requirements (cost of complying with regulations imposed by the Government or any Local Authority;

- d) making good **damage** to the grounds of the **buildings** and **premises** front caused by the fire brigade.

ADDITIONAL INSURANCES

1. Additions and Extensions

We will pay up to a maximum of 10% of the sum insured on **buildings** or £50,000, whichever is the less, for:

- a) any newly acquired or erected;
 - b) alterations, additions and improvements to;
- buildings** within the **United Kingdom**.

You must tell **us** of any new additions and extensions as soon as possible and increase **your** sum insured appropriately.

What Is Not Insured

We will not pay for costs:

- where **you** received notice to comply before the **damage** occurred;
- relating to undamaged parts of **your buildings** or **premises** front.

We will not pay for

- any appreciation in value;
- **damage** where insurance is operative elsewhere.

What Is Insured

2. European Union and Public Authorities

We will pay the Additional cost of repairing or replacing **your buildings** as a result of having to comply with:

- a) European Union legislation, or
- b) Building or other regulations under or framed in pursuance of any Act of Parliament or bye-law or any public authority

Provided they are repaired or replaced as soon as is practically possible.

If the amount **we** pay to repair or replace **your buildings** is reduced by the application of terms or conditions of **your policy**, the amount **we** will pay will be reduced in the same proportion.

3. Public Services

We will pay for **damage** happening during the **period of insurance** to any cable, wire, meter, pipe, drain, inspection cover or underground sewage tank servicing **your buildings** for which **you** are legally responsible.

4. Sale of Your Building

If **you** have contracted to sell **your buildings** and **damage** occurs before completion **we** will pay **your** purchaser from the **damage** provided:

- the purchaser has not arranged his own insurance;
- the contract is ultimately completed.

5. Trace and Access

We will pay the costs up to a maximum of £5,000 of locating the source of:

- water escaping from any fixed tank, pipe or apparatus;
- oil escaping from any heating system;

and subsequently making good the damage caused by the search.

What Is Not Insured

We will not pay for

any additional cost

- where **you** received notice to comply before the **damage** occurred;
- in respect of **damage** not insured by this section;
- in respect of undamaged **buildings** other than foundations (unless specifically excluded) of that portion of the **building damaged**;
- for which there is an existing requirement which has to be implemented within a given period.

any charge assessment arising out of capital appreciation which may be payable as a result of complying with the stipulation

Section F

Legal Expenses

(Only insured if shown as operative on your schedule)

Definitions

Applicable to this Section only. The meaning of other words in bold type are to be found in the Definitions page of **your policy**.

Appointed Representative

The lawyer, accountant or other suitably qualified person, who has been appointed to act for an **insured person** in accordance with the terms of this Section of **your policy**.

Aspect Enquiry

An examination by the Inland Revenue which considers one or more specific aspects of **your** self assessment and/or corporation tax return.

Costs and Expenses

- **Legal Costs**

All reasonable and necessary costs chargeable by the **appointed representative** on a standard basis. Also the costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them, or pays them with the agreement of **DAS**.

- **Accountant's Costs**

A reasonable amount in respect of all costs reasonably incurred by the **appointed representative**.

- **Attendance Expenses**

The **insured person's** salary or wages for the time that the **insured person** is off work to attend any arbitration, court or tribunal hearing at the request of the **appointed representative** or while attending jury service. **We** will pay for each half or whole day that the court, tribunal or the **insured person's** employer will not pay for. The amount **we** will pay is based on the following:

- the time the **insured person** is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours;
- if the **insured person** works full time, the salary or wages for each 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** weekly salary or wages.

DAS

DAS Legal Expenses Insurance Company Limited which administers the independent claims handling service on **our** behalf and to whom notification of any claim should be addressed at:

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

Tel: 0845 070 0173

Date of Occurrence

- (a) For civil cases (other than under insured incident - 5 Tax Protection) – when the cause of action first accrued.
- (b) For criminal cases – when the **insured person** commenced or is alleged to have commenced to violate the criminal law in question.
- (c) For **full enquiries** or **aspect enquiries** – when the Inland Revenue first notifies in writing the intention to make enquiries.
- (d) For Employers' Compliance and Value Added Tax disputes – when the relevant authority sends **you** an assessment or written decision.

Full Enquiry

An extensive examination by the Inland Revenue which considers all aspects of **your** tax affairs, excluding those enquiries which are limited to one or more specific aspects of **your** self assessment and/or corporation tax return.

Territorial Limits

For insured incidents 2 Legal Defence (excluding 2(4)), and 4(b) **Injury**:

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, Romania, 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.

Cover

What Is Insured

We will pay as detailed below, provided that:

- (a) the **date of occurrence** of the insured incident is during the **period of insurance** and
- (b) the insured incident happens within the **territorial limits** and
- (c) any legal proceedings are dealt with by a court, or other body which **DAS** agree to, in the **territorial limits** and
- (d) in 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.

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 any **costs and expenses** for appeals, **DAS** must agree that it is always more likely than not that the appeal will be successful.

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

We will pay Compensation Awards that **DAS** have agreed to.

What Is Not Insured

- Any claim reported to **DAS** more than 180 days after the date the **insured person** should have known about the insured incident.
- **Costs and expenses** incurred before the written acceptance of a claim by **DAS**.
- Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under insured incident 1(b) Compensation Awards and 2 Legal Defence.
- Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- Any claim relating to franchise rights, or agency rights where **you** have the legal capacity to alter the legal relations of another.
- Any insured incident deliberately or intentionally caused by an **insured person**.
- A dispute with **us** or **DAS**, not otherwise dealt with under Special Condition 7.
- Any claim relating to a shareholding or partnership share in **you** unless such shareholding was acquired under a scheme open to all **your employees** or a substantial number of them of a certain minimum trade other than **your** directors or partners.
- An application for judicial review.
- Legal action an **insured person** takes which **DAS** or the **appointed representative** have not agreed to or where the **insured person** does anything that hinders **DAS** or the **appointed representative**.
- When either at the commencement of or during the course of a claim, **you** are bankrupt or have filed a bankruptcy petition or winding-up petition, or have made an arrangement with **your** creditors, or have entered into a deed or arrangement or are in liquidation or part or all of **your** affairs or **property** are in the care or control of a receiver or administrator.
- Any claim relating to any non-contracting party's right to enforce all or any part of this policy. The Contracts (Rights of Third Parties) Act 1999 does not apply to **your policy**.

Limits

What Is Insured

The most **we** will pay for all claims arising out of any **event** is £100,000.

1. Employment Disputes and Compensation Awards

(a) Employment Disputes

DAS will defend **your** legal rights:

- (1) prior to the issue of legal proceedings in a court or tribunal following the dismissal of an employee, or
- (2) in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme, or
- (3) in legal proceedings in respect of any dispute with:
 - (a) an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of, or relates to, a contract of employment with **you**, or
 - (b) an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.

(b) Compensation Awards

We will pay:

- (1) any basic and compensatory award and/or
- (2) an order for compensation following a breach of **your** statutory duties under employment legislation,

in respect of a claim **DAS** have accepted under insured incident 1(a).

Provided that

- (1) In cases relating to performance and/or conduct, **you** have throughout the employment dispute either:
 - (a) followed the ACAS Code of Disciplinary Practice and Procedures in Employment as prepared by the Advisory Conciliation and Arbitration Service, or
 - (b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland, or
 - (c) sought and followed advice from **DAS'** legal advice service.

What Is Not Insured

- Any claim in respect of damages for personal **injury** or damage to **property**.
- Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 1981 as amended by the Collective Redundancies and Transfer of Undertaking Regulations (Protection of Employment) (Amendment) Regulations 1999, or the Acquired Rights Directive 2001 and any amending legislation.
- Any compensation award relating to the following:
 - trade union activities, trade union membership or non-membership;
 - pregnancy or maternity rights;
 - health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
 - statutory rights in relation to trustees of occupational pension schemes;
 - statutory rights in relation to Sunday shop and betting work.
- Non-payment of **money** due under the relevant contract of employment or statutory provision relating thereto.
- Any award ordered as a result of a breach of statutory rights in relation to the provision of relevant records to employees under the National Minimum Wage Act 1998.
- Any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.

What Is Insured

- (2) For an order of compensation following **your** breach of statutory duty under employment legislation **you** have at all times sought and followed advice from **DAS'** legal advice service since the date when **you** should have known about the employment dispute.
- (3) For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **you** have sought and followed advice from **DAS'** Claims Department prior to serving notice of redundancy.
- (4) The compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **DAS**.
- (5) The total of the compensation awards payable by **DAS** shall not exceed £1,000,000 in any one **period of insurance**

(c) Service Occupancy

DAS will negotiate for **your** legal rights against an employee or ex-employee to recover possession of **premises** owned by, or for which **you** are responsible.

2 Legal Defence

At **your** request

- (1) **DAS** will defend the **insured person's** legal rights:
 - (a) prior to the issue of legal proceedings when dealing with the
 - Police
 - Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officerwhere it is alleged that the **insured person** has or may have committed a criminal offence, or
 - (b) following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction, or
 - (c) if civil action is taken against the **insured person** for compensation under section 13 of the Data Protection Act 1998. **We** will also pay any compensation award made against the **insured person** under section 13 of the Data Protection Act 1998.

What Is Not Insured

- Any claim relating to defending **your** legal rights other than defending a counter-claim.

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

What Is Insured

- (2) **DAS** will defend **your** legal rights following civil action taken against **you** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.
- (3) **DAS** will defend the legal rights of **your** directors, partners, managers and employees if:
 - (a) an event arising from their work as an employee leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion, or
 - (b) civil action is taken against them as a trustee of a pension fund set up for the benefit of **your** employees.
- (4) **DAS** will represent the **insured person** in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting **your business**.
- (5) **DAS** will represent **you** in appealing against the refusal of the Information Commissioner to register **your** application for registration.
- (6) **We** will pay the **attendance expenses** of an **insured person** for jury service.

Provided that

- (1) In so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the **territorial limits** shall be any place where the Act applies.
- (2) At the time of the insured incident, **you** have registered with the Information Commissioner in respect of insured incident (1)(c).

What Is Not Insured

- Any claim under (3) (a) which leads to a civil action being taken against **you**.

What Is Insured

3 Contract Disputes

DAS will negotiate for **your** legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by **you** or on **your** behalf for the purchase, hire, sale or provision of goods or of services.

Provided that

- (1) The amount in dispute exceeds £250. If the amount in dispute exceeds £5,000, **you** will be responsible for the first £500 of **legal costs** in each and every claim.
- (2) If the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £250.
- (3) If the dispute relates to **money** owed to **you**, a claim under **your policy** is made within 90 days of the **money** becoming due and payable.

4 Property Protection and Injury

(a) Property Protection

DAS will negotiate for **your** legal rights in any civil action relating to **property** which is owned by **you**, or is **your** responsibility, following:

- (1) any event which causes or could cause physical damage to such **property**, or
- (2) any nuisance or trespass.

What Is Not Insured

- Any claim relating to the following:
 - the settlement payable under an insurance policy;
 - a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement;
 - a loan, mortgage, pension or any other financial product and choses in action;
 - a motor vehicle owned by, or hired or leased to **you** other than agreements relating to the sale of motor vehicles where **you** are engaged in the **business** of selling motor vehicles.
 - A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with **you**.
 - A dispute which arises out of the:
 - sale or provision of computer hardware, software, systems or services; or
 - purchase or hire of computer hardware, software, systems or services; tailored by a supplier to **your** own specification.
 - A dispute arising from a breach or alleged breach of professional duty by an **insured person**.
 - The recovery of **money** and interest due from another party other than disputes where the other party intimates that a defence exists.
-
- Any claim relating to the following:
 - a contract entered into by **you**;
 - goods in transit or goods lent or hired out;
 - goods at premises other than those occupied by **you** unless the goods are at such premises for the purpose of installations or use in work to be carried out by **you**;
 - mining subsidence;
 - defending **your** legal rights other than in defending a counter-claim;
 - a motor vehicle owned or used by, or hired or leased to an **insured person** other than damage to motor vehicles where **you** are engaged in the **business** of selling motor vehicles.

What Is Insured

(b) Injury

At your request, **DAS** will negotiate for an **insured person's** and their family members' legal rights following an **event** which causes **injury** to them.

5 Tax Protection

(a) Full or Aspect Enquiries

DAS will negotiate on **your** behalf and represent **you** in any appeal proceedings in respect of a **full enquiry** and/or **aspect enquiry**.

(b) Employers' Compliance

DAS will negotiate on **your** behalf and represent **you** in any appeal proceedings in respect of a dispute concerning **your** compliance with Pay As You Earn or Social Security Regulations following a review by the Inland Revenue or the Department of Social Security Contributions Agency.

(c) VAT Disputes

DAS will negotiate on **your** behalf and represent **you** in any appeal proceedings following an assessment issued by HM Customs and Excise in respect of Value Added Tax due.

Provided that

- (1) For all insured incidents, **you** have taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.
- (2) **We** will not pay more than £2,000 for **aspect enquiries**.

What Is Not Insured

- Any claim relating to the following:
 - any **injury** which develops gradually or is not caused by a specific or sudden accident; or
 - defending an **insured person's** or their family members' legal rights other than in defending a counter-claim; or
 - a motor vehicle owned or used by, or hired or leased to an **insured person** or their family members.

- In respect of **aspect enquiries** the first £200 of **costs and expenses** in each and every claim.
- Any insured incident arising from a tax avoidance scheme.
- Any insured incident caused by **your** failure to register for Value Added Tax.
- Any insured incident arising from any investigation or enquiries undertaken by the Inland Revenue Special Investigation Section or Special Compliance Office.
- Any insured incident arising from any investigation or enquiry by HM Customs and Excise into alleged dishonesty or alleged criminal offences.

Special Conditions

- 1 An **insured person** must:
 - (a) keep to the terms and conditions of this section of **your policy**;
 - (b) notify **us** immediately of any alteration which may materially affect **our** assessment of the risk;
 - (c) take reasonable steps to keep any amount **we** have to pay as low as possible;
 - (d) try to prevent anything happening that may cause a claim;
 - (e) send everything **DAS** ask for, in writing;
 - (f) give **DAS** full details 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) The **insured person** shall be free to choose an **appointed representative** (by sending **DAS** a suitably qualified person's name and address) if:
 - (i) **DAS** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of the **insured person** in those proceedings, or
 - (ii) there is a conflict of interest.

DAS may choose not to accept the **insured person's** choice, but only in exceptional circumstances. If there is a disagreement over the choice of **appointed representative** in these circumstances the **insured person** may choose another suitably qualified person.
 - (c) In all circumstances other than those set out in 2(b) above, **DAS** shall be free to choose an **appointed representative**.
 - (d) An **appointed representative** will be appointed by **DAS** and represent an **insured person** according to **DAS'** standard terms of appointment. The **appointed representative** must co-operate fully with **DAS** at all times.
 - (e) **DAS** will have direct contact with the **appointed representative**.
 - (f) An **insured person** must co-operate fully with **DAS** and with the **appointed representative** and must keep **DAS** up-to-date with the progress of the claim.
 - (g) An **insured person** must give the **appointed representative** any instructions that **DAS** require.
-
- 3 (a) An **insured person** must tell **DAS** if anyone offers to settle a claim and must not agree to any settlement without the written consent of **DAS**.
- (b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may be instructed by **DAS** to refuse to pay further **costs and expenses**.
- (c) **DAS** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal proceedings.
-
- 4 (a) If **DAS** ask, an **insured person** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited.

- (b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any **costs and expenses** that are recovered.
- 5 If an **appointed representative** refuses to continue acting for an **insured person** or if an **insured person** dismisses an **appointed representative**, the cover **we** provided will end at once, unless **DAS** agree to appoint another **appointed representative**.
 - 6 If an **insured person** settles a claim or withdraws their claim without the agreement of **DAS**, or does not give suitable instructions to an **appointed representative**, the cover **we** provide will end at once and **we** will be entitled to re-claim any **costs and expenses** paid by **us**.
 - 7 If **DAS** and an **insured person** disagree about the choice of **appointed representative**, or about the handling of a claim, **DAS** and the **insured person** can choose another suitably qualified person to decide the matter. **We** must both agree to this in writing. If **DAS** cannot agree with the **insured person** about the choice of the second suitably qualified person, **DAS** will ask the president of a relevant national law society to choose a suitably qualified person. Whoever loses the disagreement will have to pay the costs of settling it.
 - 8 **DAS** may at their discretion require **you** to obtain an opinion from counsel at **your** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **us**.
 - 9 This section of **your policy** will be governed by English law.
 - 10 All Acts of Parliament within **your policy** wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

Helpline Services

DAS provide these services 24 hours a day, 7 days a week during the **period of insurance**. To help **DAS** check and improve service standards, all calls are recorded.

Eurolaw Commercial Legal Advice

DAS will give **you** confidential legal advice over the phone on any commercial legal problem affecting **your** business, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

Commercial Tax Advice

DAS will give **you** confidential advice over the phone on any tax matters affecting **your** business, under the laws of the United Kingdom.

Business Assistance

In the event of an unforeseen emergency affecting **your business premises** which causes damage or potential danger, **DAS** will contact a suitable repairer or contractor and arrange assistance on **your** behalf. All costs of assistance provided are **your** responsibility.

To contact the above services, phone DAS on 0845 070 0173 and state that you are an NFU Mutual policyholder.

Counselling

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

To contact the Counselling helpline, phone us on 0117 934 2121. These calls are not recorded.

DAS will not accept responsibility if the Helpline Services fail for reasons they cannot control. Please do not phone DAS to report a general insurance claim.

The Employment Manual

The **DAS** Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit the DAS website at www.das.co.uk. From the Home Page click on the Employment Manual icon. All the sections of this web-based document can be printed off for **your** own use.

General Exclusions

(Applying to the whole policy)

We will not pay for:

1. Confiscation

Damage caused by confiscation, nationalisation or requisition by order of any government, public, municipal, local or customs authority.

2. Existing Damage

Any **damage, injury** or **liability** which occurs before commencement of the appropriate section of this **policy**.

3. Loss of Value

Loss of market value beyond the cost of repair or replacement.

4. Pollution

- **Damage** caused by **pollution** under the Public Liability Section unless the **pollution** is as a result of a sudden identifiable, unintended and unexpected incident which happens entirely at a specific time and place during the **period of insurance**.

All **pollution** which arises from one incident will be regarded as having happened at the time the incident takes place.

We will not pay more than the limit of indemnity shown in **your policy** or £2,500,000, whichever is the less, for all **pollution** claims which **we** consider have happened during the **period of insurance**.

- **Damage** under all other sections caused by or resulting from pollution other than **damage** caused by:
 - **pollution** which results from **damage** which is insured by **your policy** or
 - **damage** which is insured by **your policy** which results from **pollution**.

5. Radioactivity

Damage to any **property** or liability arising from:

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

6. Self-Ignition

Damage to electrical wiring, plant or apparatus caused by self-ignition.

7. Terrorism

Injury or **Damage** directly or indirectly caused by, resulting from or in connection with any act of **Terrorism**.

8. Trick

Damage where **you**, an **employee** or any other person entrusted with **property** is induced to part with it by fraudulent trick.

9. Unoccupied Premises

If the **premises** are left unoccupied or unattended for more than 7 days **we** will not pay for any claim due to:

a) escape of

- water or beverage from tanks, apparatus or pipes;
- oil from any fixed heating installation;
- water from any automatic sprinkler installation;

b) malicious people or vandals

unless the **premises** are inspected internally every day by **your** representative. If **damage** is discovered the representative must take immediate steps to prevent further **damage** and notify **you**.

10. War Risks

Damage arising from war, invasion, actions of foreign enemies, hostilities (whether or not war has been declared), civil war, rebellion, revolution, insurrection, military action or coup.

General Conditions

(Applying to the whole policy)

1. Arbitration

If **we** accept **your** claim, but there is a disagreement over the amount to be paid, the dispute will be referred to an arbitrator chosen jointly by **you** and **us**.

If a disagreement goes to arbitration **you** will not be able to take action against **us** until **we** and **you** have received the arbitrator's final decision.

2. Automatic Reinstatement of Sums Insured

The following is not applicable to the Liabilities or Personal Accident Sections or to any cover relating to **notifiable disease** or to enforcement action under the Food Safety Act.

Provided that **you** take immediate steps to carry out any amendments to the protections of the **premises** that **we** may require **we** will automatically reinstate the sum insured when **you** advise **us** of a claim unless **we** give **you** written notice to the contrary within 30 days of **you** making the claim.

The most **we** will reinstate in the **period of insurance** is the sum insured.

3. Average

Applicable to:

a) **buildings** or **premises** front, **contents**, **stock**.

If the appropriate sum insured at the time of **damage**:

i) for **stock** - is less than the full cost of replacement at current prices;

ii) for any other **property** - is less than 85% of the cost of reinstatement as new;

you will be considered as **your** own insurer for the difference between the sum insured and the cost of reinstatement or replacement and will bear a rateable share of the **damage** accordingly.

b) Business Interruption

If the sum insured is less than the **annual income** the amount payable will be reduced in proportion.

c) Book Debts

If at the time of **damage** the sum insured is less than the total of outstanding debt balances the amount payable will be reduced in proportion.

4. Cancellation of Your Policy

We may cancel **your policy** by giving **you** 14 days written notice, to **your** last known address. **You** will then be entitled to a refund of part of the premium which **you** have not used.

If **you** default under **our** Credit Agreement to pay the premium, all cover under **your policy** will cease in accordance with the conditions of the Credit Agreement unless **we** agree otherwise in writing.

You may cancel **your policy** by sending **us** written notice. **We** will then refund part of **your** premium unless **you** have made a claim in the current **period of insurance**.

5. Change to the Risk

This insurance will end if the risk of **injury**, liability or **damage** increases, because of a change in **your business**, unless **we** agree to the change in writing.

6. Claims Procedures

If anything happens which might result in a claim **you** must:

- tell **us** as soon as possible about the event and give **us** any information **we** may need;
- tell the police about any **damage** caused by theft, attempted theft, or malicious people, riot or civil commotion. **You** must give them a full list of missing items within seven days;
- provide all written details and supporting documentation that **we** may reasonably need;
- give all evidence, information and assistance required at **your** own expense;
- tell **us** immediately about any prosecution, inquest or inquiry connected with any **injury** or **damage**;
- not admit responsibility or try to settle a claim without **our** written consent but forward all correspondence to **us** without delay or acknowledgement.

7. Compensation to Other People

Following death of any **insured person** due to be compensated **we** will pay their legal personal representative.

8. Ending our Responsibility

We may end **our** responsibility under **your policy** by paying the limit of indemnity or sum insured shown in **your policy** after reducing it by any amounts **we** have already paid.

9. Fraud

If any claim is in any way fraudulent or **you** give **us** false information **we** will not pay the claim and will cancel **your policy**.

10. Maximum Amount Payable

The maximum amount payable by **us** will not exceed the sum insured or limit of indemnity set against each item in **your schedule** in any one **period of insurance** or for any one claim.

11. No Claims Discount

The renewal premium will be reduced in accordance with the following scale if a claim has not been made:

Previous year claim free	10%
Previous two years claim free	15%
Previous three or more years claim free	20%

Any claim will result in the No Claims Discount being reduced to nil at the following renewal.

12. Other Insurances

If, at the time of any claim, **you** have other insurance covering the same **property** or liability **we** will only pay **our** share of the claim.

Nothing in any other **policy** will operate to increase **our** liability.

13. Our Rights if You Claim

If **we** choose to, **we** are entitled to:

- have complete control over all claims procedures and settlements;
- take over the defence or settlement of a claim made against **you**;
- take proceedings in **your** name, to recover any payment made under **your policy**;
- enter any premises where **damage** has occurred. **We** can also deal with any insured **property** in any way **we** think is appropriate. If **we** decide to repair or replace **property you** must give **us** any plans, documents, books and information **we** ask for. **You** must not abandon any **property** and leave it to **us**.

14. Reasonable Care

You must take all reasonable precautions to prevent or minimise **damage, injury** or **liability** and comply with all laws and manufacturers' recommendations relating to the use, inspection and safety of **property** or the safety of persons.

15. Terrorism

If **we** allege that any **injury** or **damage** is not covered by **your policy** by reason of the **terrorism** exclusion the burden of proving the contrary shall be upon **you**.

16. Your Rights to Policy Benefits

We may choose not to pay any claim under this **policy** or, if **we** decide under one or more sections of this **policy**, if;

- **you** do not observe and comply with any of the terms or conditions of this **policy**, or
- there is any misrepresentation, misdescription or non-disclosure of any material fact.

Assignment Condition

Definitions

Schedule means the latest schedule issued by **us** as part of **your policy**

the Trust means NFU Mutual Charitable Trust

This **policy** has been issued to **you** on condition that **you**

- (1) have agreed with **us** and **the Trust** that if at any time **you** become entitled to any rights, as one of **our** members, as a result of
 - the transfer of part or all of **our** business to any other person, firm or company, or
 - any change to **our** corporate status, or
 - the distribution of any assets or benefits**you** will pass over all of these rights under this **policy** to the trustees of **the Trust**
- (2) have agreed to execute and deliver to **us** or **the Trust** any
 - documents or certificates of title, or
 - any payment, reward or compensation, whether in money or any other form which are needed so that **you** can do as **you** have agreed in paragraph (1)
- (3) have appointed any of **us**, **the Trust**, **our** officers or officers of **the Trust** to act on **your** behalf in executing any document which is needed so that **you** can do as **you** have agreed in paragraph (1)
- (4) have agreed to authorise and approve any actions taken by **us**, **the Trust**, **our** officers or officers of **the Trust** as a result of the above appointment and that **you** cannot cancel this appointment.

This condition does not apply to

- the declaration of the usual annual, reversionary or terminal bonus for a policy of life, annuity or capital redemption assurance, or
- any other benefit which **our** board of directors decides to exclude from this agreement.

If there is any conflict between the terms of

- this condition, and
- any agreement to assign rights as one of **our** members signed by **you** before the issue of this **policy**

the terms of the second shall be overriding.

You shall not be entitled, as one of **our** members, to participate in any distribution of surplus assets by reference to this **policy** if **we** are dissolved.

Warranties

It is warranted by **you** that:

1. Maintenance

- the **premises** are maintained in a good state of repair;
- all protections required by **us** for **your property** will be maintained throughout the **period of insurance** and will not be withdrawn or varied without **our** written consent.

2. Minimum Security

the **premises** are secured as follows:

a) Single External Doors (including Access Doors from other Buildings)

- a lock complying with British Standard 3621 or a multi-point locking system with a minimum of 3 deadbolts or
- providing the door is not used as the main entrance, key operated security bolts (with detachable keys) must be fitted to the top and bottom of the door or
- an alternative agreed by **us**.

b) Double External Doors

- if lockable from the outside, two key operated security bolts must be fitted to the top and bottom of the first closing leaf and a lock complying with British Standard 3621 fitted to the second closing leaf;
- if lockable from the inside, key operated security bolts must be fitted to the top and bottom of each leaf;
- an alternative agreed by **us**.

c) Windows

key operated locks or bolts (with detachable keys) or grilles or bars fitted to all windows (including fan lights and skylights) which were originally constructed to open on basement and ground floor levels and accessible windows on other floors.

3. Safes

except when in use all safes will be kept locked and all keys removed to a place of safe keeping.

4. Unattended Premises

whenever the **premises** are left unattended:

- all safes and doors will be locked and the keys removed from the **premises**;
- all windows will be locked and the keys removed;
- all protections required by **us** on the **property** will be put into effect.

IMPORTANT INFORMATION

Breach of warranties 2 - 4 will exclude claims under **your policy** resulting from theft or attempted theft.