

Your policy document

# Office Combined Insurance



**NFU Mutual**

# Thank you

for placing your office insurance with NFU Mutual.

## Cancellation Rights

If you do not want 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 convenient 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 documentation 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](http://www.fscs.org.uk) or by calling 020 7892 7300.

## Statutory Status

You can check our statutory status on the Financial Services Authority's (FSA) Register at [www.fsa.gov.uk/register](http://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.**

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Please note that your policy has several sections. Check your schedule, which you will find in the pocket on the inside front cover, to see which sections are in force.

# 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 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.



T. D. Hewson-Stoate  
General Manager General Insurance Services  
The National Farmers Union Mutual Insurance Society Limited.

**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.

# General Definitions

Some words have special meanings. These words are shown in bold type here, at the beginning of each section or in endorsements. They have been printed in bold throughout **your policy** to help **you** identify them.

## **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) fuel tanks;
- f) yards, car parks, roads and pavements.

## **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 **you** prior consent by an **employee** for any **insured person**.

## **Damage**

Accidental loss or damage.

## **Dwelling rooms**

The dwelling rooms owned or leased by **you** at the address shown in **your schedule**.

## **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 subcontractor 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.

## **Event**

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

## **Index linking**

The monthly adjustment **we** will make to **your** sum insured. **Your** renewal premium will be calculated on sums insured adjusted:

- for **contents** in accordance with the producer Price Index for Home Sales of Manufactured Products;
- for **buildings** in accordance with the General Buildings Cost Index or any alternative suitable index which **we** may decide upon.

## **Injury**

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

**Insured person**

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

**Money**

Cash or any negotiable money instrument.

**NFU Mutual, we, us, our**

The National Farmers Union Mutual Insurance Society Limited.

**Non-negotiable instrument**

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

**Period of insurance**

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

**Policy**

Everything in this document and **your schedule** and any endorsements which apply.

**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** used for **your business** at the address shown in **your schedule** excluding **dwelling rooms**, yards or gardens.

**Property**

Material property.

**Schedule**

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

**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 named in **your schedule**.

# Contents

## Definitions

### Contents

All contents **you** own or are responsible for and which **you** use for **your business** in **your premises** including:

- a) fixtures, fittings, machinery and equipment;
- b) tenant's improvements, alterations and decorations;
- c) **business** books, documents, computer systems records and programs, but only for the cost of the materials, labour and computer time to reproduce them;
- d) patterns, models, moulds, plans and designs, but only the cost of materials and labour to reproduce them;
- e) telephone installations, gas and electric meters;
- f) personal effects (other than motor vehicles) belonging to **you**, directors, partners, **employees**, customers and visitors up to £500 any one person;
- g) **your premises** front.

**Contents** does not include the following:

- stock and materials in trade;
- landlords fixtures, fittings and decorations;
- gaming, amusement or external vending machines;
- motor vehicles and their accessories;
- deeds, bonds, bills of exchange, **money** or **non-negotiable instruments**;
- **property** more specifically insured.

### What Is Insured

#### Extra Cover:

**We** will pay for **damage** to **contents** and any other specified items in **your premises**.

### What Is Not Insured

**Damage** caused by or arising from

- Theft:
  - a) unless as a result of someone using force and violence to get into or out of **your premises**
  - b) by, or in collusion with **you** or any of **your** family or an **employee**
  - c) by any person entering lawfully onto **your premises**
- deceit of an **insured person**
- change in the water table level, subsidence, heave, landslip, settlement or collapse of any building
- variations in temperature, frost, **pollution**, fungus, insect, moth, woodworm, vermin, wear and tear, marring, scratching, depreciation or any gradually operating cause
- the escape of fumes or flue gases
- the process of servicing, cleaning, dyeing, alteration, repair, decoration, renovation
- electronic, mechanical or electrical breakdown or failure of the power supply
- erasure, loss, distortion or corruption of information on computer systems or other records

## What Is Insured

### How we will settle your claim

We will settle claims as follows:

**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.

The most we will pay is the sum insured shown in your **schedule** including any additional amount for **index linking**.

## What Is Not Insured

- a government or public authority legally taking **your property**
- falling trees or branches as a result of felling or lopping by **you**, or to gates and fences unless there has been **damage to your premises**
- latent defect, inherent vice, faulty design, plan, specification, materials or workmanship
- clerical error or omission, any unexplained cause, inventory or supply shortage
- riot, civil commotion, labour or political disturbances, malicious persons or vandals occurring in Northern Ireland or the Republic of Ireland or strike action
- exposure to weather conditions of moveable **property** left in the open
- consequential losses of any description

**Damage** to any living creature.

**Damage** 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**.

**Damage** to cash registers or tills when **your premises** are unattended unless they have been left open.

The first £100 of each claim.

The cost of preparing **your** claim.

## What Is Insured

### Additional Insurances

#### 1 Additions and extensions

**We** will pay for **damage** to:

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

**You** must inform **us** of any of the above as soon as possible and increase **your** sum insured appropriately.

The most **we** will pay is 10% of **your contents** sum insured or £50,000 whichever is the less.

#### 2 **Contents** temporarily removed

**We** will pay for **damage** to **contents** temporarily removed from, or in transit to or from, **your premises** for cleaning, renovation or repair within the **United Kingdom**.

The most **we** will pay is 20% of **your contents** sum insured.

**We** will pay for **damage** to documents temporarily removed from, or in transit to or from, **your premises** within the **United Kingdom**.

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

#### 3 Debris removal

**We** will pay to remove debris resulting from **damage** to **your contents** insured by this section.

#### 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.

## What Is Not Insured

**Contents** insured elsewhere.

Any increase in value of **your** existing **contents**.

**Contents** which are insured elsewhere.

**Damage** caused by or arising from:

- theft, unless force has been used to get into or out of a building;
- any person entering lawfully into the building.

**Contents** in the open.

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.

## What Is Insured

### 5 Loss of metered water

**We** will pay for loss of metered water, for which **you** are responsible, following **damage** insured by this section to the water apparatus forming part of **your premises**.

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

### 6 **Property** in the open

**We** will pay for **damage to contents** in the open at **your premises**.

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

### 7 Replacement locks

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

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

### 8 Signs and blinds

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

### 9 Theft **damage**

**We** will pay for **damage** for which **you** are responsible to **your premises** or **dwelling rooms** as a result of theft or attempted theft.

### 10 Wines and spirits

**We** will pay for **damage** to wines and spirits, tobacco and cigarettes used solely for entertainment and promotional purposes at **your premises**.

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

## What Is Not Insured

**Damage** excluded elsewhere under this section.

Theft or attempted theft unless force and violence has been used.

The first £100 of each claim.

Theft of any part of **your premises** or **dwelling rooms**.

# Business Interruption – Increased cost of working

(Only operative if shown on **your schedule**)

## Definitions

### Indemnity period

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

### Notifiable disease

Illness sustained by any person resulting from:

- food or drink poisoning; or
- a human infectious or contagious disease which must be reported to the local authority.

## What Is Insured

### Extra Cover:

**We** will pay for interference or interruption to **your business** by:

- a) **damage** at **your premises** which:
  - **we** have agreed to pay a claim for under the Contents or Buildings section;
  - another insurer has agreed to pay a claim for, 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 **your premises**;
- b) **damage** which would have been insured by the Buildings section, to a building in the vicinity of **your premises** which prevents or hinders the use of or access to **your premises**;
- c) failure of the telephone service, electricity, gas or water supply as a result of **damage**, which would have been insured by the Buildings or Contents section, to the telephone exchange or supply premises;
- d) **damage** to glass or fixed sanitary fittings at **your premises**;

## What Is Not Insured

Interruption if **your business** is wound up, carried on by a liquidator, receiver or permanently discontinued.

Failure resulting from:

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

## What Is Insured

- e) the suspected or actual presence of an incendiary or explosive device at, or in the vicinity of, **your premises**;
- f) breakdown of a computer installation for which **we** or another insurer has agreed to pay a claim;
- g) restrictions on the use of **your premises** on the order or advice of the Government or competent local authority resulting from:
  - occurrence of a **notifiable disease** within a 25 mile radius of **your premises**;
  - discovery of an organism at **your premises** likely to result in the occurrence of a **notifiable disease**;
  - enforcement action under the Food Safety Act 1990 or subsequent legislation;

The most **we** will pay for any **event** is £10,000 or £50,000 in total in any one **period of insurance**.

- h) restrictions on the use of **your premises** on the order or advice of the Government or competent local authority resulting from:
  - the discovery of vermin or pests at **your premises**;
  - an accident causing defects in the drains or other sanitary arrangements at **your premises**;
- i) murder or suicide at **your premises**.

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

**We** will settle claims by paying:

- additional expenses which **you** reasonably incur to minimise or avoid interference or interruption to **your business** during the **indemnity period**;
- accountant's or auditor's fees which **you** may reasonably incur to produce further information **we** require in connection with a claim.

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

## What Is Not Insured

Interference or interruption:

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

Breakdown lasting less than 48 hours.

Value Added Tax for which **you** are accountable.

## What Is Insured

### Additional Insurances

#### 1 Book debts

If **you** cannot trace or collect **money** owed to **you** by **your** customers because **your business** records have suffered **damage**, for which **we** have agreed to pay a claim under **Contents**, **we** will pay:

- the difference between the **money** owing to **you** and the **money** collected;
- accountant's or auditor's fees which **you** reasonably incur to produce information **we** ask for;
- expenses which **you** incur with **our** permission in trying to trace **money** owed to **you**.

The most **we** will pay is £25,000 for any one claim.

#### 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**.

#### 2 Rent

If **you** are unable to occupy **your premises** due to **damage** insured under the Contents and Buildings sections **we** will pay rent for which **you** are legally liable.

The most **we** will pay is 25% of **your contents** sum insured.

## What Is Not Insured

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**.

# Business Interruption – Loss of income

(Only operative if shown on **your schedule**)

## Definitions

### Gross income

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

### Indemnity period

The period beginning with the **damage** insured under this section and ending not more than twelve months later during which the results of **your business** are affected by the **damage**.

### Notifiable disease

Illness sustained by any person resulting from:

- food or drink poisoning; or
- a human infectious or contagious disease which must be reported to the local authority.

## What Is Insured

### Extra Cover:

**We** will pay for interference or interruption to **your business** by:

- a) **damage** at **your premises** which:
  - **we** have agreed to pay a claim for under the Contents or Buildings section;
  - another insurer has agreed to pay a claim for, but which would have been insured under the Buildings section had such insurance been in force;
  - would have been insured under the Building section had such insurance been in force, where **you** do not own or are not responsible for **your premises**;
- b) **damage** which would have been insured by the Buildings section, to a building in the vicinity of **your premises** which prevents or hinders the use of or access to **your premises**;
- c) failure of the telephone service, electricity, gas or water supply as a result of **damage**, which would have been insured by the Buildings or Contents section, to the telephone exchange or supply premises;

## What Is Not Insured

Interruption if **your business** is wound up, carried on by a liquidator, receiver or permanently discontinued.

Failure resulting from:

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

## What Is Insured

- d) **damage** to glass or fixed sanitary fittings at **your premises**;
- e) the suspected or actual presence of an incendiary or explosive device at, or in the vicinity of, **your premises**;
- f) breakdown of a computer installation for which **we** or another insurer has agreed to pay a claim;
- g) restrictions on the use of **your premises** on the order or advice of the Government or competent local authority resulting from:
  - occurrence of a **notifiable disease** within a 25 mile radius of **your premises**;
  - discovery of an organism at **your premises** likely to result in the occurrence of a **notifiable disease**;
  - enforcement action under the Food Safety Act 1990 or subsequent legislation;

The most **we** will pay for any **event** is £10,000 or £50,000 in total in any one **period of insurance**.

- h) restrictions on the use of **your premises** on the order or advice of the Government or competent local authority resulting from:
  - the discovery of vermin or pests at **your premises**;
  - an accident causing defects in the drains or other sanitary arrangements at **your premises**;
- i) murder or suicide at **your premises**.

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

**We** will settle claims by paying:

- the amount by which **your gross income** during the **indemnity period** falls short of **your gross income** which would have been obtained had the **damage** not occurred;
- additional expenses which **you** reasonably incur during the **indemnity period** to minimise or avoid a reduction in **gross income**;
- accountant's or auditor's fees which **you** reasonably incur to produce information **we** require in connection with a claim.

## What Is Not Insured

Interference or interruption:

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

Breakdown lasting less than 48 hours.

Value Added Tax for which **you** are accountable.

Expenses which exceed the **gross income** which would have been saved.

## What Is Insured

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

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

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

## Additional Insurance

### 1 Book debts

If **you** cannot trace or collect **money** owed to **you** by **your** customers because **your business** records have suffered **damage**, for which **we** have agreed to pay a claim under the Contents section, **we** will pay:

- the difference between the **money** owing to **you** and the **money** collected;
- accountant's or auditor's fees which **you** reasonably incur to produce information **we** ask for;
- expenses which **you** incur with **our** permission in trying to trace **money** owed to **you**.

The most **we** will pay is £25,000 for any one claim.

### 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

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.

An abnormal condition of trade which had or could have had an effect on **your business**.

# Liabilities

## Definitions

### Costs

- a) Legal fees for representation at any coroner's inquest or fatal accident inquiry, or defence in any court of summary jurisdiction for 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**.

### What Is Insured

#### Employers' Liability

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

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

#### Limits

The most **we** will pay for all claims caused by any **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 under this section, **we** will compensate **you** at the following rates for each day attendance is required:

- **you**, director or partner and an **employee** £150

### What Is Not Insured

Liability which should be covered by compulsory motor insurance.

Liability caused by working on or travelling to or from an offshore installation, or supply, support or accommodation ship or any structure relating to an offshore installation.

## What Is Insured

### 2 Health & Safety at Work Act

**We** will pay legal fees and expenses incurred by **you**, or at **your** request an **insured person**, in defending a prosecution or appealing against a 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 an **employee** and was committed in connection with **your business**.

### 3 Injuries to working partners or proprietors

If a working partner or proprietor suffers **injury**, caused by the negligence of an **insured person**, while working in connection with **your business**, **we** will regard them as an **employee**.

### 4 Unsatisfied court judgements

If a judgement for damages obtained:

- a) in a court in the **United Kingdom**;
- b) against a 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 at **your** request, pay the unsatisfied amount of these damages or awarded **costs**.

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

The most **we** will pay for any one judgement is £10,000,000.

#### SPECIAL CONDITION

##### Right of recovery

This section 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 **we** would not have paid but for the provisions of such law.

## What Is Not Insured

Legal fees or expenses incurred because of a deliberate act or omission.

Fines or penalties.

Damages where a judgement or appeal is outstanding.

## What Is Insured

### Public Liability

**We** will pay sums for which **you** are legally liable 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**.

## What Is Not Insured

**Injury** to an **employee**.

**Injury** or **damage** away from **your premises** unless occurring in connection with:

- collection or delivery by **insured persons** normally resident in the **United Kingdom**
- work undertaken in the European Union by **insured persons** normally resident in the **United Kingdom**
- the supervision or performance of professional practices within the **United Kingdom**;
- visits undertaken elsewhere in the world by an **insured person** normally resident in the **United Kingdom** not involving the supervision or performance of manual work.

In respect of **damage** away from **your premises** **we** will not pay the first £250.

Actions for damages brought against **you**, unless brought in a member country of the European Union, for work undertaken by an **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 vehicles, except motorised equipment used at **your premises** where compulsory insurance is not required.

Liability:

- assumed by **you** under agreement;
- arising from the giving of advice or treatment, professional or technical services except for the administration of first aid;
- arising from design, plan or formula;
- arising from **terrorism**.

## What Is Insured

### Limit

The most **we** will pay including any amount under Additional Insurances:

- a) for all claims arising from **pollution** is £2,500,000 in any one **period of insurance**.
- b) for all other claims is £2,500,000 any **event**.

In addition **we** will pay **costs**.

### Additional Insurances

#### 1 Compensation for court attendance

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

- **you**, director or partner and an **employee** £150

#### 2 Cross liabilities

Where **your 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.

#### 3 Health & Safety at Work Act

**We** will pay legal fees and expenses or, at **your** request, those of a partner, director or **employee** in defending a prosecution or appealing against a 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 an **employee** and was committed in connection with **your business**.

## What Is Not Insured

Liability arising from any product except:

- while in **your** custody or control;
- brochures, magazines and samples;
- food and drink sold or supplied to visitors which is consumed on **your premises**;
- following the disposal and replacement of obsolete equipment.

**Costs** incurred due to deliberate act or omission.

Liability arising from any dog listed under the Dangerous Dogs Act 1991 or more recent law.

Legal fees or expenses incurred because of any deliberate act or omission.

Fines or penalties.

## What Is Insured

### 4 Indemnity to other persons

At **your** request **we** will pay a claim, which is insured by this section, made against an **insured person** which should have been made against **you**, provided that:

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

### 5 Liability for **property** previously owned

**We** will pay sums for which **you** are legally liable if **you** have sold **your property** and are then prosecuted under section 3 of the Defective Premises Act 1972, or section 5 of the Defective Premises Act (Northern Ireland) order 1975 for:

- **injury**; or
- **damage** to **property**.

This cover will continue to apply to any **property** previously owned and occupied by **you** for seven years after **you** cancel **your policy**.

The most **we** will pay for all incidents caused by one event is £2,500,000. **We** will also pay **costs**.

### 6 Motor contingent liability

**We** will pay sums for which **you** are legally liable as compensation for accidental **injury** or **damage** to **property** caused by the use of a motor vehicle in connection with **your business**.

### 7 Tenants' liability

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

## What Is Not Insured

Liability covered by other insurances.

**Damage to your premises** or the cost of making good faulty workmanship.

Liability:

- for a vehicle owned, or provided by **you**.
- where **you** or the driver are entitled to indemnity under any other insurance.
- for **injury** to an **employee** unless required by the Road Traffic Act.

Liability arising while a 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**.

**Damage** which is insured elsewhere.

Liability arising solely because of a contract.

The first £100 of each claim.

# Glass and Sanitary Fittings

## Definitions

### Glass

Fixed plain or wired glass and mirrors, window alarm foil, ornamental glass, lettering and silvering.

### What Is Insured

We will pay for:

- a) **damage to glass** or fixed sanitary fittings at **your premises**;
- 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**.

### How we will settle your claim

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

### What Is Not Insured

**Damage to glass** or sanitary fittings:

- arising directly from repairs or alterations to **your premises**;
- caused by scratching, chipping or cracking unless it extends through the complete fabric of the **glass**.

The first £50 of each claim.

# Money

## Definitions

### Business hours

The period during which **your premises** are attended by **you** or a person authorised by **you**.

### What Is Insured

We will pay for loss of **business money** and **non-negotiable instruments** belonging to **you** or for which **you** are responsible within the **United Kingdom**.

The most **we** will pay is:

- **money** in transit or in a bank night safe £5,000
- **money** in **your premises** during **business hours** £5,000
- **money** in a locked safe within **your premises** outside **business hours** £5,000
- **money** in **your premises** outside **business hours** £500
- **money** in **your** home or the home of an **employee** or director outside **business hours** £500
- **money** in gaming, amusement or vending machines £250
- **non-negotiable instruments** £250,000

### Additional Insurance

- 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

Losses arising from the dishonesty of an **insured person** unless discovered and reported to **us** within seven working days of their occurrence.

Losses caused by error, omission or depreciation in value.

Any consequential loss.

Loss of **money**:

- from an unattended vehicle;
- in the custody of roundsmen or collectors.

# Personal Accident (Assault)

## What Is Insured

**We** will pay the amount shown if an **insured person** dies or is disabled as a result of a violent assault in the course of **your business** which is the sole and direct cause of:

- 1 death occurring within 24 months of the assault. £10,000
- 2 Permanent and total: £10,000
  - loss or loss of use of one or more hands or feet;
  - loss of sight in one or both eyes;
  - loss of speech; or
  - loss of hearing in both ears.occurring within 24 months of the assault.
- 3 permanent total disablement (other than 2 above) which after 104 weeks from the date of the assault prevents an **insured person** from engaging in an occupation of any kind. £10,000
- 4 temporary total disablement which prevents an **insured person** from engaging in all parts of their occupation for a period not exceeding 104 weeks from the date of the assault. £100 per week

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

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

Death or disablement:

- consequent upon or contributed to by an **insured person** suffering from a pre-existing physical or mental defect or infirmity;
- following failure to obtain and follow proper medical advice;
- of a roundsman or collector.

Any amount in excess of 75% of an **insured person's** average weekly earnings before tax.

## What Is Insured

### Additional Insurances

#### 1 **Damage** to clothing

**We** will pay for **damage** to personal effects and **money** of an **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**.

#### 2 Hospital benefit

**We** will pay £25 for each 24 hour period of treatment which an **insured person** receives as an in-patient in a hospital or nursing home as a result of a violent assault which qualifies for benefit under this section.

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

## What Is Not Insured

# Buildings

(Only insured if shown as operative on **your schedule**)

## What Is Insured

### Extra Cover:

We will pay for **damage to buildings**.

## What Is Not Insured

**Damage** caused by or arising from

Theft:

- a) unless as a result of someone using force and violence to get into or out of **your premises**
- b) by, or in collusion with **you** or any of **your** family or an **employee**
- c) by any person entering lawfully onto **your premises**
  - decept of an **insured person**
  - change in the water table level, subsidence, heave, landslip, settlement or collapse of any building
  - variations in temperature, frost, **pollution**, fungus, insect, moth, woodworm, vermin, wear and tear, marring and scratching, depreciation or any gradually operating cause
  - the escape of fumes or flue gases
  - the process of servicing, cleaning, dyeing, alteration, repair, decoration, renovation
  - electronic, mechanical or electrical breakdown or failure of the power supply
  - latent defect, inherent vice, faulty design, plan, specification, materials or workmanship
  - clerical error or omission, any unexplained cause, inventory or supply shortage
  - consequential losses of any description
  - riot, civil commotion, labour or political disturbances, malicious persons or vandals occurring in Northern Ireland or the Republic of Ireland or strike action
  - exposure to weather conditions of fences, gates or moveable **property** left in the open
  - a government or public authority legally taking **your property**
  - falling trees or branches as a result of felling or lopping by **you**, or to gates and fences unless there has been **damage to your premises**

**Damage** to any living creature

**Damage** 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**.

The first £100 of each claim.

## What Is Insured

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

**We** will settle claims by paying the cost of repairs or replacing **your buildings** 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 practically possible.

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

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

- a) site 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 a Local Authority);
- d) making good **damage** to the grounds of **your buildings** caused by the fire brigade.

### Additional Insurances

#### 1 Additions and extensions

**We** will pay for **damage** to:

- a) any newly acquired or erected **buildings**
- b) alterations, additions and improvements to **your buildings**;

**You** must inform **us** of any of the above as soon as possible and increase **your** sum insured appropriately.

The most **we** will pay is 10% of the sum insured on **buildings** or £55,000 whichever is the less.

## What Is Not Insured

The cost of preparing **your** claim.

Costs where **you** have received notice to comply before the **damage** occurred.

Costs relating to undamaged parts of **your buildings**.

**Buildings** insured elsewhere.

## What Is Insured

### 2 European Union and public authorities

**We** will pay the additional costs incurred to repair or replace **your buildings** 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 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 Non invalidation

As long as **you** tell **us**, as soon as **you** learn of anything which increases the risk of **damage** which is beyond **your** control, the insurance provided by this section will remain valid. **You** must pay any additional premium that **we** ask for.

### 4 Public services

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

### 5 Sale of **your buildings**

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

- the purchaser has not arranged his own insurance;
- the **damage** is insured under this section of **your policy**;
- the contract is ultimately completed.

### 6 Trace and access

**We** will pay the costs of locating the source of:

- a) water escaping from a fixed tank, pipe or apparatus;
  - b) oil escaping from a heating system;
- and subsequently making good the **damage** caused by the search.

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

## What Is Not Insured

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 **buildings** other than foundations (unless specifically excluded) of that portion of the **buildings damaged**;
- 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.

# 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), the **date of occurrence** is when the cause of action first accrued.
- (b) For criminal cases, the **date of occurrence** is 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**, the **date of occurrence** is when the Inland Revenue first notifies in writing the intention to make enquiries.
- (d) For Employers' Compliance and Value Added Tax disputes, the **date of occurrence** is 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.

## What Is Insured

**We** will pay as detailed below, provided that:

- (a) the **date of occurrence** of the insured incident happens during the **period of insurance**; and
- (b) the insured incident occurs within the **territorial limits** in connection with the **business**; 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.

## What Is Insured

### Limit

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

## What Is Not Insured

- 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 this policy.
- 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.

## What Is Insured

- (c) sought and followed advice from **DAS'** legal advice service.
- (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 Officer

where it is alleged that the **insured person** has or may have committed a criminal offence; or

- (b) following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction; 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 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.
  
- 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;

## 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

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.

- 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** provide 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 the 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 the 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](http://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.

# Warranties

## Definitions

### Responsible person

**You** or a person authorised by **you** to be responsible for the security of **your premises**.

It is warranted by **you** that:

1 Maintenance

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

2 Minimum security

**your 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 dead bolts or
- providing the door is not used as the main entrance, key operated security bolts (with detachable keys) 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 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 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 safes will be kept locked and keys removed to a place of safe keeping.

4 Unattended **premises**

whenever **your premises** are left unattended:

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

### Important information

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

# General Exclusions

(Applying to the whole of **your 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**  
**Damage, injury** or liability which begins before the start of cover under the relevant section of **your policy**.
- 3 Loss of value  
Loss of market value beyond the cost of repair or replacement.
- 4 **Pollution**  
**Damage** 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 **property** or liability caused by:
  - a) ionising radiation or contamination caused by radioactivity from nuclear fuel or nuclear waste from burning nuclear fuel; or
  - b) the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.
- 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 **your premises** are left unoccupied or unattended for more than seven days **we** will not pay for **damage** due to:

- a) escape of:
- water or beverage from tanks, apparatus or pipes;
  - oil from a fixed heating installation;
  - water from a automatic sprinkler installation;
- b) malicious persons or vandals

unless **your 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**.

If **your premises** are left unoccupied or unattended for more than 30 days **we** will not pay for **damage**:

- a) other than arising from: fire, lightning, explosion, earthquake or subterranean fire, storm, flood, aircraft or other aerial devices or articles dropped from them, impact involving any vehicle or animal, riot, civil commotion, labour or political disturbances, falling trees or branches, falling aerial masts, satellite dishes or their fittings.
- b) stated as not insured elsewhere in **your policy**.

10 War risks

**Damage** caused by war, invasion or any similar event, hostilities (whether or not war has been declared), civil war, rebellion, revolution, insurrection, military action or coup.

# General Conditions

(Applying to the whole of **your policy**)

## 1 Arbitration

If **we** accept **your** claim, but cannot agree with **you** on the amount **we** should pay, the matter will be decided by an arbitrator. The arbitrator will be agreed jointly between **you** and **us** in line with current law.

If this happens, **you** cannot take legal action against **us** until the arbitrator has made a decision.

## 2 Automatic reinstatement of sums insured

The following is not applicable to the Liabilities or Personal Accident (Assault) sections.

Provided that **you** take immediate steps to carry out any amendments to the protections of **your 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** and **contents**

If the appropriate sum insured at the time of **damage** 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 **gross income** during the twelve month period prior to the date of the claim 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 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 Compensation to other people

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

7 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.

8 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**.

9 How to Claim

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 injury 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.

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 during the **period of insurance**:

|                                 |     |
|---------------------------------|-----|
| Previous year claim free        | 10% |
| Previous two years claim free   | 15% |
| Previous three 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 another 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 accidents, **damage** or **injury** and comply with all laws and manufacturers' recommendations relating to the use, inspection and safety of **property** or the safety of people.

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 **your policy** if:

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

# Assignment Condition

## Definitions

### **the Trust**

NFU Mutual Charitable Trust.

**Your 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 these rights under **your 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 **your 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 **your policy** if **we** are dissolved.

**[www.nfumutual.co.uk](http://www.nfumutual.co.uk)**

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