

Your policy document

Business Compact Insurance



NFU Mutual

Thank you

for placing your business compact 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 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 Customer Services Director, 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 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. You will have to pay only the excess and any VAT.

Language

The contract and other documentation are drawn up in the English Language. We will communicate with you in English throughout the duration of this 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 (FSA) 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

Policy Introduction	4
Definitions	5
Property	9
Business interruption	15
Liabilities	18
Money	26
Personal accident (assault)	27
Goods in transit	29
Legal Expenses	31
Business equipment	43
Computer breakdown	44
Warranties	45
General conditions	47
Assignment condition	49
General exclusions	50

Policy Introduction

We will insure you in line with the terms of your policy in return for payment of the premium.

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.



T. D. Hewson-Stoate
Customer Services Director
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.

Definitions

Some words have a special meaning wherever they appear. These words are shown in **bold type** and their definitions are as follows:

Buildings

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

- landlord's fixtures and fittings in and on **your** buildings
- outbuildings
- walls, gates and fences around and belonging to **your** buildings
- piping, ducting, cables, wires, drains, inspection covers or underground sewage tank accessories, for which **you** are legally responsible, which extend from **your** buildings to the public mains
- yards, car-parks, roads and pavements around and belonging to **your** buildings.

Business

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

- provision and management of canteen, sports and social, education, training and welfare activities and first aid, fire, security and ambulance services
- ownership, maintenance and repair of **your buildings**
- taking part in exhibitions and trade shows
- private work undertaken with **your** prior consent by an **employee** for any **insured person**.

Business Contents

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

- fixtures, fittings, machinery and equipment
- tenant's improvements, alterations and decorations
- fixed external signs or blinds
- **business** books, documents, computer systems records and programmes, but only for the cost of the materials, labour and computer time to reproduce them
- computers and their associated equipment up to £5,000
- patterns, models, moulds, plans or designs, but only for the cost of the materials and labour to reproduce them
- personal effects belonging to any **insured person**, or customers and visitors up to £500 anyone person

but not:

- **stock**
- landlord's fixtures and fittings
- gaming, amusement or external vending machines
- motor vehicles licensed for road use and their accessories
- deeds, bonds, bills of exchange, **money** or **non-negotiable instruments**
- explosives
- living creatures, pets or livestock
- **property** more specifically insured.

Business Hours

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

Costs

- 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**
- 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
- 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.

Employee

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

- under a contract of service or apprenticeship
- a labour master, labour-only sub contractor or a person supplied by either of them
- working under a recognised work experience or training scheme
- self-employed
- borrowed by **you** or hired to **you**.

Event

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

Excess

The amount for which **you** are responsible for each claim. Any limits or sums insured apply after the excess has been deducted.

Glass

- fixed plain or wired glass and mirrors
- fixed ornamental glass, lettering, silvering and window alarm foil up to £250

in or on **your premises** and not forming part of **your stock**.

Gross Profit

The amount paid or payable to **you** for **products** sold and delivered and services provided in the course of **your business** within the **United Kingdom** less the net cost of **stock** purchased.

Indemnity Period

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

Index Linking

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

- for **business contents, stock** and **property** insured under the Business Equipment and Computer Breakdown Sections in accordance with the Producer Price Index for Home Sales of Manufactured Products
- for **buildings** in accordance with the General Building 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 is by its nature non-negotiable or which has been made expressly non-negotiable.

Period of Insurance

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

Policy

The policy, **schedule**, proposal form and any endorsements attached or issued.

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

The **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 **your premises**.

Schedule

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

Stock

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

Terrorism

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.

Theft

Theft or attempted theft.

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**.

Property

What Is Insured

Cover

We will pay for **damage** to:

- **business contents**
- **stock**
- **buildings** (only insured if shown as operative on **your schedule**)

at **your premises** or in open yards adjoining

What Is Not Insured

We will not pay for:

- £100 **excess**
- loss of profits or turnover
- preparation costs of any claim
- **damage** to electrical plant by fire caused by self ignition, over-running, too much pressure, short circuiting, self heating or an electricity leak
- **damage** to **business 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** unless as a result of someone using force and violence to get into or out of **your premises**
- **theft** or fraud by, or dishonesty of, an **insured person** or member of **your family**
- **theft** from any yard or open area
- **theft** by any person entering lawfully onto your **premises**
- deceit of an **insured person**
- subsidence, heave, landslip, change in the water table level, settlement, shrinkage, expansion or collapse of a **building**
- variations in temperature, frost, wet or dry rot, mildew, fungus, insect, moth, woodworm or vermin
- evaporation, shrinkage, loss of weight, dampness, dryness, rust, corrosion or a gradually operating cause
- dyeing, cleaning, repairing, renovating, denting, bruising, scratching or wear and tear
- faulty design, plan, specification, materials or workmanship or built-in faults
- electronic, electrical or mechanical breakdown
- escape of fumes or flue gases

What Is Insured

What Is Not Insured

- a government or public authority legally taking **your property**
- exposure to weather conditions of gates, fences and moveable **property** 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.

What Is Insured

HOW WE WILL SETTLE YOUR CLAIM

We will settle claims by paying:

business contents and buildings

- the cost of repair or replacement with similar items

stock

- the cost of replacement at the price when the **damage** occurs or
- the contract price if **you** have sold but not delivered the **stock** and the sale is cancelled because of **damage** to the **stock**.

If **you** do not repair or replace **your property** **we** will make a deduction for wear and tear and depreciation.

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

ADDITIONAL INSURANCES

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

Glass and Sanitaryware

We will pay for replacement or repair of **glass** or fixed sanitaryware at **your premises** following **damage** including:

- necessary boarding up and the provision of a temporary door
- **damage** to framework

following breakage of **glass**.

Professional Fees

We will pay architects, surveyors, consulting engineers and solicitors fees **you** reasonably incur when **you** repair, rebuild or replace **your property**.

What Is Not Insured

We will not pay:

- **damage** caused by scratching, chipping or cracking
- £100 **excess**.

What Is Insured

Debris Removal

If **your business contents, stock** or **buildings** suffer **damage** insured by this Section **we** will pay to:

- remove debris resulting from the **damage**
- demolish or prop up **your building**.

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 their own insurance
- the contract is ultimately completed.

Damage to **Buildings** by **Theft**

We will pay for **damage** to **buildings**, which **you** are responsible for, as a result of **theft** due to someone using force and violence to get into or out of **your buildings**.

Loss of Metered Water

We will pay, up to a maximum of £5,000, for loss of metered water, which **you** are responsible for, following **damage** insured by this Section to any part of the water apparatus forming part of **your premises**.

Additions and Extensions

We will pay, up to a maximum of 10% of the appropriate sum insured or £50,000 whichever is the less, for newly acquired or erected **business contents** or **buildings**, or alterations, additions and improvements to them.

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

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 stolen.

Additional Transport Costs

We will pay reasonable and necessary costs which **you** incur, if **your** vehicle suffers mechanical breakdown or is in a road accident, to enable **stock** being carried by **your** vehicle to reach its immediate destination.

The most **we** will pay is:

- £100 anyone claim
- £500 in anyone **period of insurance**.

What Is Not Insured

We will not pay for:

- any increase in value of your existing **business contents** or **buildings**
- **damage** where insurance is in force elsewhere
- **business contents** or **buildings** outside the **United Kingdom**.

We will not pay if **your** vehicle is not in good mechanical and roadworthy condition.

What Is Insured

Property Temporarily Removed

We will pay, up to a maximum of 10% of the appropriate sum insured, for **damage to business contents** or **stock** while they are temporarily removed from **your premises** for no more than 21 consecutive days within the **United Kingdom**.

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, **your policy** will remain valid. **You** must pay any additional premium that **we** ask for.

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 **damage** caused by the search.

European Union and Public Authorities

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

- a) European Union legislation, or
- b) Building or other regulations under or framed in respect of undamaged buildings, or business 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.

What Is Not Insured

We will not pay for **damage**:

- where insurance is in force elsewhere
- by **theft** unless as a result of someone using force and violence to get into or out of a securely locked building.

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**, or **business contents** other than foundations (unless specifically excluded) of that proportion of the **building 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.

What Is Insured

Our Rights

If **you** make a claim **we** will not use **our** rights to enforce a settlement against:

- any company which is **your** parent or subsidiary
- any company which is a subsidiary of a parent of which **you** also are a subsidiary.

What Is Not Insured

Business Interruption

What Is Insured

Cover

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

- **damage at your premises** which:
 - **we** have agreed to pay a claim for under the Property Section
 - another insurer has agreed to pay a claim for, but which would have been insured under the Property Section had such insurance been in force
 - would have been insured under the Property Section, had such insurance been in force, where **you** do not own or are not responsible for **your premises**
- **damage**, which would have been insured by **your policy** if it had happened on **your premises**, to a building in the vicinity of **your premises** which prevents or hinders the use of or access to **your premises**
- failure of the telephone service, electricity, gas or water supply as a result of **damage**, which would have been insured by **your policy** if it had happened on **your premises**, to the telephone exchange or supply premises
- **damage to glass** or fixed sanitaryware at **your premises**
- the suspected or actual presence of an incendiary or explosive device at, or in the vicinity of, **your premises**

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 interruption:

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

What Is Insured

- **damage**, which would have been insured by **your policy** if it had happened on **your premises**, to the premises of **your** customers or suppliers.
- breakdown of a computer installation for which any insurer has agreed to pay a claim.

HOW WE WILL SETTLE YOUR CLAIM

We will settle claims by paying:

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

What Is Not Insured

We will not pay:

- for **damage** to premises outside the **United Kingdom** or Ireland
- more than £50,000 anyone **event**.

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

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

What Is Insured

ADDITIONAL INSURANCE

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 Property Section, **we** will pay:

- the difference between the **money** owing to **you** and the **money** collected
- accountants' or auditors' fees which **you** reasonably incur to produce further information **we** require in connection with a claim
- expenses which **you** incur with **our** permission in trying to trace **money** owed to **you**

up to a maximum of £25,000 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

Liabilities

What Is Insured

EMPLOYERS' LIABILITY cover

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

- within the European Union, where the **employee** is normally resident in the **United Kingdom**.
- 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.

Limit

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

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

ADDITIONAL INSURANCES

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**.

What Is Not Insured

We will not pay for:

- actions brought against you in a country which is not a member of the European Union
- liability for which compulsory motor insurance is required under the Road Traffic Act.

We will not pay:

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

What Is Insured

Unsatisfied Court Judgements

If a judgement for damages obtained:

- in a court in the **United Kingdom**
- against a company or individual operating from the **United Kingdom**

by an **employee** or their legal personal representative for **injury**, arising out of and in the course of their 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 a payment is made under this extension the **employee** or their personal legal representative will assign the judgement to **us**.

What Is Not Insured

We will not pay:

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

What Is Insured

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**.

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:

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

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 would not have been paid but for the provisions of such law.

What Is Not Insured

What Is Insured

PUBLIC AND PRODUCT LIABILITY

Cover

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

- **injury** to any person
- **damage to property**
- obstruction, loss of amenities, trespass or nuisance
- wrongful arrest, detention or false imprisonment of any person

happening in connection with **your business**.

What Is Not Insured

We will not pay for:

- **injury** to an **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**
 - work undertaken in the European Union by **insured persons** normally resident in 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
 - **products** supplied from the **United Kingdom**
- the first £250 in respect of **damage** away from **your premises**
- additional damages resulting from the multiplication of compensatory damages and/ or exemplary damages and/or aggravated damages
- actions for damages brought against **you** in a country which is not a member of the European Union and in which you have a commercial enterprise or are represented by any **employee** domiciled in the territory, or by a company, firm or individual holding your power of attorney
- **damage to property** belonging to, or in the custody or control of, **you** or **your employees** other than personal effects of **employees** or visitors

What Is Insured

Limits

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

- for all **products** claims is £2,500,000 any one **event** and in total during anyone **period of insurance**
- for all **pollution** claims is £2,500,000 anyone **event** and in total during anyone **period of insurance**
- for all other claims is £2,500,000 anyone **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

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 for **your business**

What Is Not Insured

- 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 **products** or the cost of recalling or refunding defective **products** or repairing, replacing, reinstating or making good defective workmanship
- liability:
 - assumed by **you** under agreement unless **you** would have been liable without the agreement
 - arising from the giving of advice for a fee
 - arising from design, plan, formula or specification of **products** or work for a fee
 - arising from **terrorism**.

We will not pay for:

- **damage** which is insured elsewhere
- liability arising solely because of a contract
- £100 **excess**

What Is Insured

Indemnity to Other Persons

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

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

Cross Liabilities

Where **your policy** is in joint names of more than one party cover applies separately to each, provided this will not increase the limit **we** will pay.

What Is Not Insured

What Is Insured

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 any person other than an **employee** and was committed in connection with **your business**.

Motor Contingent Liability

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

Liability for Premises 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:

- **injury** to any person
- **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:

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

We will not pay:

- compensation 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
- for 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**.

We will not pay for:

- 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

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:

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

What Is Not Insured

Money

What Is Insured

Cover

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**.

Limits

The most **we** will pay is:

1. **Money** being taken to or from the bank or in the bank night safe £5,000
2. **Money** in **your premises** during **business hours** £5,000
3. **Money** in a locked safe within **your premises** outside **business hours** £5,000
4. **Money** in other circumstances £500
5. **Non-negotiable instruments** £250,000

ADDITIONAL INSURANCE

Damage to Carrying Cases

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

What Is Not Insured

We will not pay for:

- loss arising from the dishonesty of an **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 an unattended vehicle
 - from a gaming, amusement or external vending machine
 - in the possession of roundsmen or collectors.

Personal Accident (Assault)

What Is Insured

Cover

We will pay if an **insured person** dies or is disabled as a result of a violent assault in the course of **your business**.

Limits

We will pay the amount shown for a 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 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	£10,000
Item 3. Permanent Total Disablement (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	£10,000
Item 4. Temporary Total Disablement which prevents an insured person from engaging in all parts of their occupation for a period not exceeding 104 weeks.	£100 per week

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 a 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 an **insured person** suffering from a 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 or over 70 years of age.

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

What Is Insured

ADDITIONAL INSURANCE

Damage to Personal Effects

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:

- £100 for personal **money**
- £500 anyone **insured person**.

What Is Not Insured

Goods in Transit

What Is Insured

Cover

We will pay for **damage** to **business contents** or **stock** whilst being loaded onto, carried by or unloaded from a vehicle, and whilst housed for up to 60 days in the course of being transported anywhere in the **United Kingdom** or Ireland.

What Is Not Insured

We will not pay for:

- £100 **excess**
- breakage of glass, china and materials of a similar brittle nature, bruising or scratching of furniture, leakage, spillage or electrical or mechanical breakdown unless caused by fire, **theft**, collision or overturning of the conveying vehicle
- clerical error, omissions or deliveries to the wrong consignee
- loss arising from the dishonesty of an **insured person** unless discovered and reported to **us** within seven days of its occurrence
- **damage** arising from wear and tear, moth, vermin, insect, fungus or a gradually operating cause
- **damage** arising from breakdown or malfunctioning of cooling or heating machinery unless caused by fire, **theft**, overturning or collision of the conveying vehicle
- **damage** arising from variations in temperature
- **damage** arising from exposure to weather conditions unless the vehicle is enclosed
- **theft** from an unattended vehicle unless the vehicle is locked at all points of access and there is **damage** at the point of entry
- **theft** between 9pm and 6am unless the vehicle is:
 - under constant surveillance or in a locked garage or fully enclosed locked compound or
 - protected by security devices approved by **us** which have been put into full operationand is locked at all points of access and there is **damage** at the point of entry
- any consequential loss.

What Is Insured

HOW WE WILL SETTLE YOUR CLAIM

We will settle claims by paying:

business contents

- the cost of repair or replacement with similar items

stock

- the cost of replacement at the price when the **damage** occurs or
- the contract price if **you** have sold but not delivered the **stock** and the sale is cancelled because of **damage** to the **stock**

If **you** do not repair or replace **your business contents** or **stock** we will make a deduction for wear and tear and depreciation.

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

What Is Not Insured

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 BS 1 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.

What Is Insured

Cover

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**.

What Is Insured

Limits

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 the 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 the 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 anyone **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.

What Is Not Insured

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

What Is Insured

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.
- (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.

What Is Not Insured

- 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.

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

What Is Insured

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

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;
 - 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.

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.

What Is Insured

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

- 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.

Business Equipment

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

What Is Insured

Cover

We will pay for **damage** to Business Equipment specified in **your schedule** which happens anywhere in the **United Kingdom**.

Special Conditions

Any mobile telephones or personal computers left in an unattended vehicle must be kept in a locked boot, concealed luggage compartment or glove compartment.

HOW **WE** WILL SETTLE **YOUR** CLAIM

We will settle claims by paying the cost of repair or replacement with similar items.

If **you** do not repair or replace **your** Business Equipment **we** will make a deduction for wear and tear and depreciation .

We may, at **our** option, replace **your** Business Equipment or arrange for repairs to be carried out.

What Is Not Insured

We will not pay for **damage**:

- shown as not insured under the Property Section of **your policy**
- by **theft** unless as a result of someone using force and violence to get into or out of a building or vehicle
- by **theft** from an unattended vehicle between 9pm and 6am unless the vehicle is:
 - under constant surveillance or
 - in a locked garage or fully enclosed compound or
 - protected by security devices approved by **us** which have been put into full operation.

Computer Breakdown

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

What Is Insured

Cover

We will pay for **damage** to computers specified on **your schedule** caused **by** their own breakdown or failure.

HOW **WE** WILL SETTLE **YOUR** CLAIM

We will settle claims by paying the cost of repair or replacement with similar items.

If **you** do not repair or replace **your** computers **we** will make a deduction for wear and tear and depreciation.

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

ADDITIONAL INSURANCES

Reinstatement of Data

We will pay the cost of reinstating **your** computer data or programmes as a result of:

- accidental or malicious erasure or destruction or **theft**
- **damage** to **your** computer for which **we** have agreed to pay a claim.

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

Warranty

You will maintain a duplicate copy of data.

Increased Cost of Working

We will pay necessary and reasonable expenses that **you** incur to minimise or avoid interruption of **your business** for the period beginning with breakdown insured by this Section and ending not more than three months later.

We will also pay accountant's or auditor's fees which **you** may reasonably incur to produce any information **we** may require in connection with a claim.

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

What Is Not Insured

We will not pay for:

- any computer more than five years old
- **damage** caused by defective design, materials or workmanship
- £100 **excess**

We will not pay for £100 **excess**.

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

Warranties

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 and not withdrawn or varied without **our** written consent.

2. Minimum Security

your premises are secured as follows unless otherwise agreed by us:

Final Exit Doors

- single timber door - deadlock complying with BS3621
- single aluminium or UPVC door - cylinder operated mortice deadlock
- double doors - first closing leaf - key operated locks or bolts top and bottom or edge-fitted flush bolts top and bottom
second closing leaf - as for single door or cast metal padlock bar and staple used with closed shackle padlock
- sliding doors or shutters - hook deadlock complying with BS3621 or cast metal padlock bar and staple used with closed shackle padlock

Other External Doors

- as Final Exit Doors or
- single door - key operated locks or bolts top and bottom
- double doors - key operated locks or bolts top and bottom of both leaves
- sliding doors or shutters - key operated locks or bolts fitted so as to prevent the door or shutter being opened conventionally or removed from its runners

Windows (external basement, ground floor or other accessible windows)

- key operated locks or grilles or bars (secured by nuts and bolts if fitted to the window frame).

3. Safes

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

4. Stillage

Stock in basements or cellars must be stored at least 10 centimetres above floor level.

5. Trade Waste

- all oily and greasy waste will be kept in closed metal receptacles or removed from **your premises** each day when work ceases
- all other combustible waste will be:
 - swept up each day when work ceases and deposited in bags or bins and
 - removed from **your premises** at least once each week.

6. Unattended **Premises**

whenever **your premises** are left unattended all:

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

Breach of warranties 1 - 3 will exclude claims under **your policy** resulting from **theft**.

7. **Unoccupied Premises**

if **your premises** are unoccupied for:

- up to 21 days they will be inspected internally each week by a **responsible person**
- up to 3 months they will be inspected internally each week by a **responsible person** AND **we** will not pay for **damage** caused by escape of water or malicious persons
- more than 3 months **you** will tell **us** and **we** will inform **you** of the terms which will apply.

8. **Use of Heat**

if **you** use any electric, oxyacetylene or similar welding or cutting equipment, blow lamps, blow torches or similar equipment for the application of heat, other than at **your premises**, the following precautions must be put into effect each time such equipment is used:

- a suitable person responsible for fire safety to be appointed
- the area of work operations (including the other side of any wall or partition) to be inspected to ensure absence of direct or indirect risk of ignition of any combustible material
- all combustible material to be:
 - moved at least 10 metres from heat work or,
 - if not movable, covered with appropriate fire proof covers or screens
- at least one 4.5 kg dry powder or similar multipurpose fire extinguisher to be maintained ready for immediate use
- all heat equipment to be:
 - used in accordance with the manufacturer's instructions
 - attended at all time while alight or in operating mode
 - lit as late as possible prior to use and extinguished immediately after use
- on finishing work and before leaving the work site, the work area to be thoroughly searched to ensure there is no potential risk of fire.

General Conditions

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. Cancellation of **Your Policy**

We may cancel **your policy** by giving **you** 14 days notice to **your** last known address. We will then refund part of your premium.

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.

3. Change to the Risk

This **policy** 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.

4. Claims Procedures

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

- tell **us** as soon as possible and give **us** any information **we** may need
- tell the police about any **damage** caused by **theft**, 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 enquiry 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.

5. Compensation to Other People

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

6. 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.

7. Fraud

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

8. 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 policy** in anyone **period of insurance** or for anyone claim.

9. No Claim 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	5%
Previous two years claim free	10%
Previous three or more years claim free	15%

A claim will result in the no claim discount being reduced to nil at the following renewal.

10. No Reductions in Sums Insured

If **you** make a claim the relevant sum insured will be maintained if **you** pay any additional premium that **we** ask for.

11. Other Insurances

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

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

12. Our Rights if You Claim

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 **premises** where **damage** has occurred. **We** can also deal with 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 **property** and leave it to **us**.

13. Reasonable Care

You must take all reasonable care 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.

14. Terrorism

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

15. Your Rights to Policy Benefits

We may choose not to pay a claim under **your policy** if:

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

16. Underinsurance

If, at the time of **damage**, any sum insured for:

- **stock** is less than the full cost of replacement at current prices
- all other **property** is less than 85% of the cost of reinstatement as new
- **gross profit** is less than the annual gross profit which you would have obtained had the **damage** not occurred.

you will have to pay the same proportion of the claim.

For example, if **your** sum insured on stock only covers 50% of the full value of **your stock** to which it applies, **we** will only pay 50% of the claim.

17. Cancellation of Policy-Credit Agreement

If **you** default under **NFU Mutual's** Credit Agreement to pay the premium, cover under your **Policy** will cease in accordance with the conditions of the Credit Agreement unless **NFU Mutual** agrees otherwise in writing.

Assignment Condition

Definition

the Trust means The 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.

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 occurs before the beginning of the appropriate Section of **your policy**.

3. Loss of Value

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

4. Pollution

- Any **pollution** under the Public and Product Liability Section.

However, where the liability and resulting claims arise solely within the **United Kingdom** or any country which is a member of the European Union, this exclusion will not apply to **pollution** caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.

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

- For all other Sections **we** will not pay for **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. Pressure Waves

Damage caused by pressure waves from aircraft or other aerial devices travelling at or above the speed of sound.

6. Radioactivity

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

- ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the burning of nuclear fuel
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear machinery or any part of it.

7. Self-Ignition

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

8. Specific Sites

Liability arising from or in connection with work on or at any:

- power station or nuclear installation
- oil rig, oil drilling platform or refinery or associated structures or vessels or while travelling to or from them
- chemical works
- aircraft, airport, ship, dock, pier or wharf
- computer installation or computer room
- tower, steeple, chimney shaft, blast furnace, dam, canal, viaduct, bridge or tunnel.

9. Terrorism

We will not pay for **damage** directly or indirectly caused by, resulting from or in connection with any act of **terrorism** or any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the **damage**.

10. Trick

Damage where any person entrusted with **property** is induced to part with it by fraudulent trick.

II. 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.

www.nfumutual.co.uk

NFU Mutual is The National Farmers Union Mutual Insurance Society Limited (No. 111982).
Registered in England. Registered Office: Tiddington Road, Stratford upon Avon, Warwickshire CV37 7BJ.
Authorised and regulated by the Financial Services Authority.
A member of the Association of British Insurers.

For security and training purposes, telephone calls may be recorded and monitored.

BC084POL1106