

Important terms

The intention of this section is to draw your attention to certain important policy provisions that apply to your policy based upon quote.

You should carefully read your insurance documentation to ensure you fully understand the terms. At the same time, we wish to highlight those terms in your policy which we consider to be key, and where appropriate, explain what the consequences are if you are unable to comply with these requirements. In doing so, our aim is to ensure that you fully understand the obligations that you have under your insurance policy, thereby reducing the possibility of a claim being declined by insurers because you have not acted, or failed to act, in accordance with these important obligations.

If any of these terms are unacceptable, or you feel that you do not properly understand any term or explanation we have provided, please contact us immediately. This will allow us to discuss it further with you and, if appropriate seek a solution with your insurers.

What are Important Terms?

'Warranties' - are important provisions contained in the policy and must be **exactly** complied with at all times. Breach of a warranty may suspend the policy. Insurers may have no liability to pay losses occurring or attributable to something happening during any such period of suspension. The period will continue until the breach has been remedied (if it is capable of remedy). A warranty may exist in the policy using other terminology and without reference to the word "warranty".

'Conditions Precedent' - are requirements which are usually placed on the policyholder to fulfil. Not meeting those requirements may mean either that the insurer will not agree to provide cover, or that the insurer will refuse to pay in the event of a claim.

Similarly, **Subjectivities** are insurer requirements that must be complied with or resolved before the policy is entered into and/or during the term of the policy, in order for the insurer to continue to provide you with insurance cover. An **'Exclusion'** is something that an insurer has specifically identified as not covered under the policy.

Please note, failure to comply with, or failure to comply within a specified time period to relation to certain important conditions applicable to this quotation may invalidate this insurance or reduce the amount recoverable under this insurance.

Conditions/Conditions Precedent

We would like to draw your particular attention to the following conditions/conditions precedent, which are contained as standard within the policy wording as follows:

Document – in so far as cover is shown as Insured on the Policy Schedule	Header	Page	
General Terms and Conditions WD-HSP-UK-PSS-GTC(8)	General Conditions	1. Presentation of the risk 2. If you fail to make a fair presentation 3. Change of circumstances 4. If you fail to notify us of a change of circumstances 5. Reasonable precautions 6. Premium payment 7. Cancellation 8. Multiple Insureds 9. Aggregate Limit 10. Rights of third parties 11. Other insurance 12. Cover under multiple sections 13. Governing Law	3
		14. Arbitration	4

	General Claims conditions	Your obligations Fraud	5
Specific Covers – applicable where cover is shown as Insured on your policy schedule			
Public and products liability WD-HSP-UK-PSS-GL(10)	Your obligations	If a problem arises Correcting problems	11
Employers Liability WD-HSP-UK-PSS-EL(8)	Your obligations	If a problem arises Employers liability tracing office	28
Professional Indemnity WD-PIP-UK-PSS-SP(5)	Your obligations	If a problem arises	16
Management Liability WD-HSP-UK-PSS-DOT(11)	Special conditions	General terms	22
		Information provided by an insured person	22
	Your obligations	Takeovers and mergers extended notification period	22
		Extended notification period	23
	Your obligations	Management buy-outs	24
		Former trustees and directors Notification	24
Buildings WD-HSP-PSS-PYB(3)	Your obligations	If any damage occurs	33
	Special conditions	Unoccupancy Building not in use Subsidence cover Workmen	34
Contents WD-HSP-UK-PSS-PYC(10)	Your obligations	If any damage occurs Backing up electronic data Unoccupancy Buildings not in use	40
Sports Equipment WD-HSP-UK-PSS-PYS(4)	Your obligations	If any damage occurs Hiring equipment	44
Business Interruption WD-HSP-PSS-PYI(11)	Your obligations	If any damage occurs Property insurance Accounts records	49
Cyber WD-PIP-UK-CCLEARLT(1)	Your obligations	If a problem arises Cyber extortion	53
Crisis Containment WD-PIP-UK-CRI(2)	Your obligations	If a crisis arises during working hours If a crisis arises outside of working hours	55
Legal Protection (enhanced) WD-PROF-UK-LEN(1)	Introduction page	When DAS cannot help	56
		Cover	58
		1. Employment disputes and compensation awards	58
		b. Compensation awards – provided that: 2 and 3	59
		2. Legal defence – costs and expenses - provided that 2a	59
	Insured incidents DAS will cover	3. Property protection and bodily injury – legal ownership or right to land established	60
		4. Tax protection – costs and expenses for an appointed representative – provided that: 1	61
	Conditions which apply to the whole section	8. Debt recovery – provided That: 2	62
			64

Standard Policy Exclusions

We would like to draw your particular attention to your standard exclusions, which can be found in the policy wordings as follows:

Specific Cover – applicable where cover is shown as Insured on your policy schedule	Policy wording reference	Page
Public and products liability	11420 WD-HSP-UK-PSS-GL(10)	9-10
Professional Indemnity	11421 WD-PIP-UK-PSS-SP(5)	14-15
Employers Liability	11412 WD-HSP-UK-PSS-EL(8)	27
Management Liability	111417 WD-HSP-UK-PSS-DOT(11)	21-22
Buildings	11426 WD-HSP-PSS-PYB(3)	31-32
Contents	11424 WD-HSP-PSS-PYC(10)	37-38
Sports Equipment	7697 WD-HSP-UK-PSS-PYS(4)	41-42-43
Business Interruption	11431 WD-HSP-PSS-PYI(11)	48-49
Cyber	20069 WD-PIP-UK-CCLEARLT(1)	52-53
Crisis Containment	9809 WD-PIP-UK-CRI(2)	54
Legal Expenses	16376 WD-PROF-UK-LEN(1)	60,61,62,63

Additional specific cover exclusions may be applied by your insurer, which are included in the Policy Schedule under the relevant section of cover.

If you are unable to comply with any important Terms, please contact us immediately.

Please note failure to comply with, or failure to comply within a specified time-period in relation to certain important conditions applicable to this indication/quotation may invalidate this insurance or reduce the amount recoverable under this insurance.

Claims Made Basis of Cover

The Public, Products and Employers Liability sections of the policy are written on a Claims Occurred basis. Simply this means that a claim on these sections will be covered if incidents occur within your policy period.

All other sections of the policy are provided on a “claims made basis and as such it is essential that any claims or circumstances that might give rise to a claim are notified during the policy period in accordance with the terms of the policy wording, otherwise right to indemnity under this insurance will be forfeited.



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