

Tennis clubs insurance portfolio

Policy wording

A seamless integrated insurance solution for tennis clubs.

Please read this wording, together with any **endorsements** and the schedule, very carefully. If anything is not correct, please notify **us** immediately.

This wording is fully protected by the laws of copyright. No unauthorised use or reproduction is permitted.

Our promise to you

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**.



Ben Horton

CUO, Hiscox Underwriting Ltd

Complaints procedure

Hiscox aims to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times Hiscox are committed to providing **you** with the highest standard of service. If **you** have any concerns about **your policy** or **you** are dissatisfied about the handling of a claim and wish to complain **you** should, in the first instance, contact Hiscox Customer Relations in writing at:

Hiscox Customer Relations
The Hiscox Building
Peasholme Green
York
YO1 7PR

or by telephone on +44 (0) 800 1164627 or +44 (0) 1904 681198
or by email at customer.relations@hiscox.com.

Where **you** are not satisfied with the final response from Hiscox, **you** also have the right to refer **your** complaint to the Financial Ombudsman Service. For more information regarding the scope of the Financial Ombudsman Service, please refer to www.financial-ombudsman.org.uk.

General definitions	Words shown in bold type have the same meaning wherever they appear in this policy . The words defined below are used throughout this policy . Any other definitions are shown in the section to which they apply.
Asbestos risks	<ol style="list-style-type: none">The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; orexposure to asbestos, asbestos fibres or materials containing asbestos; orthe provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.
Business	Your business or profession as shown in the schedule.
Confiscation	Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.
Date recognition	Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.
Endorsement	A change to the terms of the policy .
Excess	The amount you must bear as the first part of each agreed claim or loss.
Geographical limits	The geographical area shown in the schedule.
Nuclear risks	<ol style="list-style-type: none">Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;all operations carried out on any site or premises on which anything in a. or b. above is located.
Period of insurance	The time for which this policy is in force as shown in the schedule.
Policy	This insurance document and the schedule, including any endorsements .
Program	A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.
Terrorism	An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: <ol style="list-style-type: none">is committed for political, religious, ideological or similar purposes; andis intended to influence any government or to put the public, or any section of the public, in fear; and<ol style="list-style-type: none">involves violence against one or more persons; orinvolves damage to property; orendangers life other than that of the person committing the action; orcreates a risk to health or safety of the public or a section of the public; oris designed to interfere with or to disrupt an electronic system.
Virus	Programs that are secretly introduced without your permission or knowledge including, but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software.
War	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
We/us/our	The insurers named in the schedule.

You / your

The insured named in the schedule.

General conditions

The following conditions apply to the whole of this **policy**. Any other conditions are shown in the section to which they apply.

Presentation of the risk

1. In agreeing to insure **you** and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must provide a fair presentation of the risk and must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which **you** (including **your** senior management and those responsible for arranging this insurance) know or ought to know following a reasonable search.

If you fail to make a fair presentation

2. a. If **we** establish that **you** deliberately or recklessly failed to present the risk to **us** fairly, **we** may treat this **policy** as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us** and **we** will be entitled to retain all premiums paid.

b. If **we** establish that **you** failed to present the risk to **us** fairly but that **your** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** made a fair presentation of the risk, as follows:

i. if **we** would not have provided this **policy**, **we** may treat it as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us**. **We** will refund any premiums **you** have paid; or

ii. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the start of the **period of insurance**. This may result in **us** making no payment for a particular claim or loss. **You** must reimburse any payment made by **us** that **we** would not have paid if such terms had been in effect.

Change of circumstances

3. **You** must tell **us** as soon as reasonably possible of any change in circumstances during the **period of insurance** which may materially affect this **policy** (a material fact or circumstance is one which might affect **our** decision to provide insurance or the conditions of that insurance). **We** may then change the terms and conditions of this **policy** or cancel it in accordance with the Cancellation condition.

If you fail to notify us of a change of circumstances

4. a. If **we** establish that **you** deliberately or recklessly failed to:

i. notify **us** of a change of circumstances which may materially affect the **policy**; or

ii. comply with the obligation in 1. above to make a fair presentation of the risk to **us** when providing **us** with information in relation to a change of circumstances;

we may treat this **policy** as if it no longer existed from the date of such change of circumstances and refuse to make any payment under it in respect of any claim made or any loss occurring after that date. **You** must reimburse all payments already made by **us** relating to claims made or losses occurring after such date. **We** will be entitled to retain all premiums paid.

b. If **we** establish that **you** failed to notify **us** of a change of circumstances or to make a fair presentation of the risk to **us** when providing **us** with information in relation to a change of circumstances, but that **your** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** fairly presented the change of circumstances to **us**, as follows:

i. if **we** would have cancelled this **policy**, **we** may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any incident occurring after that date. **You** must reimburse any payments already made by **us** relating to claims made or losses occurring after such date. **We** will refund any premiums **you** have paid in respect of any period after the date when cancellation would have been effective; or

ii. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the date when **your** circumstances changed. This may result in **us** making no payment for a particular claim or loss.

Reasonable precautions

5. **You** must take reasonable steps to prevent accident or injury and to protect **your** property against loss or damage. **You** must keep any property insured under this **policy** in good

General terms and conditions

condition and repair. **We** will not make any payment under this **policy** in respect of any incident occurring whilst **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.

Premium payment	6. We will not make any payment under this policy until you have paid the premium.
Cancellation	7. You or we can cancel the policy by giving 30 days' written notice. We will give you a pro-rata refund of the premium for the remaining portion of the period of insurance after the effective date of cancellation for which you have already paid. However, we will not refund any premium under £20. If we have agreed that you can pay us the premium by instalments and we have not received an instalment 14 days after the due date, we may cancel the policy . In this event, the period of insurance will equate to the period for which premium instalments have been paid to us . We will confirm the cancellation and amended period of insurance to you in writing.
Multiple insureds	8. The most we will pay is the relevant amount shown in the schedule. If more than one insured is named in the schedule, the total amount we will pay will not exceed the amount we would be liable to pay to any one of you . You agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the policy .
Aggregate limit	9. Where this policy specifies an aggregate limit, this means our maximum payment for all relevant claims or losses covered under the policy during the period of insurance . If the period of insurance is continuous, the aggregate limit will apply to all relevant claims or losses covered under the policy during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.
Rights of third parties	10. You and we are the only parties to this policy . Nothing in this policy is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
Other insurance	11. We will not make any payment under this policy where you would be entitled to be paid under any other insurance if this policy did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this policy not been effected. If such other insurance is provided by us the most we will pay under this policy will be reduced by the amount payable under such other insurance.
Cover under multiple sections	12. Where you , including anyone within the meaning of 'you' or 'insured person' in any section of the policy , are entitled to cover under more than one section of the policy in respect of the same claim or loss, or any part of a claim or loss, we shall only provide cover under one section of the policy , being the section that provides the most advantageous cover to you or the party entitled to cover.
Governing law	13. Unless some other law is agreed in writing, this policy will be governed by the laws of England.
Arbitration	14. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

General claims conditions

The following claims conditions apply to the whole of this **policy**. Any other claims conditions and procedures are shown in the section to which they apply.

Your obligations	1. We will not make any payment under this policy unless you : <ul style="list-style-type: none"> a. give us prompt notice of anything which is likely to give rise to a claim under this policy, in accordance with the terms of each section; b. give us, at your expense, any information which we may reasonably require and co-operate fully in the investigation of any claim under this policy;
	2. You must:

General terms and conditions

- a. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim; and
- b. give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become liable to pay under this **policy**, in **your** name but at **our** expense.

If **you** fail to do so, **you** shall be liable to **us** for an amount equal to the detriment **we** have suffered as a result of **your** failure to comply with this obligation, which **we** may deduct from any payment **we** make under this **policy**.

Fraud

3. If **you** or anyone entitled to cover in respect of any claim or loss, or anyone on behalf of **you** or such other person, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then:
 - a. **we** shall be entitled to give **you** notice of termination of the **policy** with effect from the date of any fraudulent act or claim or the provision of such false information;
 - b. **we** shall be entitled to refuse to make any payment under the **policy** in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information;
 - c. **you** must reimburse all payments already made by **us** relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and
 - d. **we** shall be entitled to retain all premiums paid.

This does not affect **your** rights in relation to any claim made or loss occurring before the date of any fraudulent act or claim or the provision of such false information.

4. Where this **policy** provides cover for any individual who, or entity that, is not a party to the **policy**, and where such an individual or entity (or anyone on their behalf) tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy**, **our** rights set out in 3. above apply only to any individual or entity that gave the false information or made the fraudulent claim.

**Special definitions
for all property
sections**

Amount insured	The most we will pay as shown in the schedule. Unless we say otherwise, the amounts apply to each incident of loss and will be automatically restored to the full amount after we pay a loss provided you carry out our recommendations to prevent further loss or damage.
Communicable disease	Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.
Damage	Accidental physical loss or physical damage.
Earth movement	Any natural or man-made earth movement including, but not limited to earthquake, seaquake, volcanic eruption or subsidence and any ensuing tsunami.
Flood	Rising surface or tidal water, or the overflow of water from any natural or artificial watercourse (other than water tanks, apparatus or pipes), whether driven by storm or not.
Insured premises	The space you occupy at the premises shown in the schedule located in a building of standard construction unless otherwise notified to us and to which we have confirmed our agreement. This includes any outbuildings you occupy on the same premises.
Non-standard construction	Any building or outbuilding that is not of standard construction .
Property	Tangible property.
Standard construction	Any building or outbuilding built of brick, stone or concrete and roofed with slate or tiles
Storage container	Self-contained storage container made of steel, with locking bars and catches and an anti-theft padlock box.
Storm	High winds of a destructive nature, rainstorm, hailstorm or snowstorm.
Subsidence	Subsidence, landslip or heave.
Temporary structures	Any temporary or semi-permanent structure, air dome, air hall or marquee of any construction.

The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section.

Special definitions for this section

Buildings

The buildings, which belong to **you** or for which **you** are legally responsible, at the premises shown in the schedule, including:

- a. Outbuildings (other than **temporary structures**), changing rooms, club houses, pavilions and gyms, of **standard construction** or **non-standard construction**;
- b. **temporary structures**;
- c. greens, courts, pitches and playing surfaces;
- d. stands, scoreboards and floodlights;
- e. walls, gates and fences, car parks, yards, private roads, pavements and paths, at the premises;
- f. pipes, ducting, cables, wires and associated control equipment at the premises and up to the public mains.

The land at the premises is not included within this definition.

Rent receivable

Rent that **you** cannot legally recover from **your** tenants whilst the **buildings** or any part are unusable as a result of insured **damage**.

What is covered

We will insure **you** against **damage** occurring during the **period of insurance** to insured **buildings**, or any other items specified in the schedule.

Additional cover

The following are also provided up to the amount shown in the schedule:

Trace and access

1. **We** will pay for the necessary and reasonable costs **you** incur with **our** consent to locate any **damage** to cables, underground pipes and drains, or the source of a gas leak or of any escape of water from permanent internal plumbing, occurring during the **period of insurance**. **We** will also pay the cost to make good any **damage** caused as a consequence of locating the **damage** or source of escape.

Emergency services

2. **We** will pay for the cost of any fire brigade charges and other extinguishing expenses and other charges made by any organisation responsible for preservation of public safety, including replacing sprinklers, for which **you** are liable following **damage** to the **buildings** not otherwise excluded.

Loss prevention costs

3. **We** will pay for necessary and reasonable costs that **you** incur in order to prevent or minimise insured **damage** occurring to the **buildings**.

Additions to buildings

4. **We** will pay for **damage** to any additions or improvements to the **buildings** once they are completed and become **your** legal responsibility, provided **you** tell **us** the additional values as soon as possible and pay the appropriate premium.

Inadvertent omissions

5. Having notified **us** of the intention to insure all **buildings** in which **you** have an interest and it being **your** understanding that all property is accounted for, if any such property is found to have been omitted, **we** will deem it to be insured within the terms of this **policy**. This is subject to payment of the appropriate premium either from **policy** inception or from the date which **you** became legally responsible for such property.

Selling the buildings

6. If **you** are selling the **buildings**, this **policy** will cover the **buildings** for the buyer from the time **you** exchange contracts to the time of completion, unless the buyer is insured by, or has the benefit of, any other insurance. To obtain the benefit of this additional cover, the buyer must comply with the terms of this **policy**.

Trees, shrubs and plants

7. **We** will pay for **damage** to trees, shrubs or plants at **your insured premises**, which are owned by **you** or for which **you** are legally responsible, as a result of fire or explosion, including **damage** to greens, courts, pitches and playing surfaces caused by the emergency services attending any such incident.

What is not covered

We will not make any payment for:

1. **damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - b. settlement or bedding down of new structures;
 - c. settlement or movement of made up ground;
 - d. coastal or river erosion;
 - e. collapse or cracking, other than **damage** to the main building resulting from **subsidence**;
 - f. **subsidence**:
 - i. to stands, walls, scoreboards, floodlights, gates and fences, car parks, yards, private roads, pavements and paths unless the main building is physically damaged at the same time and by the same cause;
 - ii. to solid floors unless the walls are physically damaged at the same time and by the same cause;
 - g. demolition, building work or groundwork on the premises;
 - h. a rise in the water table;
 - i. pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds;
 - j. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the building is occupied and in use;
 - k. **date recognition**;
 - l. any **virus**; or
 - m. the explosion of any boiler (not being a boiler used for domestic purposes) or other equipment which belongs to **you** or is in **your** care custody or control in which internal pressure is due to steam only.
2. **damage** to any electrical or mechanical plant or equipment directly resulting from its own breakdown, explosion or collapse.
3. misuse, faulty workmanship, defective design or the use of faulty materials.
4. the cost of maintenance or routine redecoration.
5. any indirect losses which result from the incident which caused **you** to claim.
6.
 - a. **damage** caused solely by pollution or contamination; or
 - b. any costs or expenses relating to the clean up or decontamination of land caused by pollution or contamination.
7. the amount of the **excess**.
8. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
 - a. **terrorism**;
 - b. civil commotion in Northern Ireland;
 - c. **war**;
 - d. **confiscation**;
 - e. **nuclear risks**; or
 - f. **communicable disease** or the fear or threat of **communicable disease**; or

Tennis clubs: Property – Buildings

Policy wording

- g. any action taken in controlling, preventing, suppressing or in any way responding to a. to f. above.

If there is any dispute between **you** and **us** over the application of 8a or 8b above, it will be for **you** to show that the exclusion does not apply.

How much we will pay

We will pay up to the **amount insured** unless limited below or in the schedule, but **we** will not pay more than the **amount insured** in total for the cost of rebuilding or repair and other costs combined.

Rebuilding and repair

We will pay the cost of rebuilding or repairing the **buildings**, other than any greens, courts, pitches and playing surfaces damaged by **subsidence**, to a condition equal to but not better or more extensive than its condition when new, provided **you** carry out the rebuilding or repair and do so without unreasonable delay.

Other costs

We will pay the following necessary and reasonable costs and expenses **you** incur in rebuilding or repairing following **damage** insured by this section:

- a. The cost of removing debris of the **buildings** from the premises or the area immediately adjacent.
- b. The cost of dismantling, demolishing, shoring up or propping up any part of the **buildings**.
- c. The cost of complying with any statutory or local authority requirement regarding the damaged or undamaged part of the **buildings**, unless notice of such requirement was served before the **damage** and provided the **buildings** were originally built according to any government and local authority regulations in force at that time.
- d. The fees of architects, surveyors or consulting engineers.
- e. Clearing, cleaning and repairing drains, gutters, sewers and the like on **your** property which are blocked or damaged.

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

Special rebuilding conditions

You may rebuild or replace **buildings** which are totally destroyed in any manner suitable to **your** requirements and/or on another site provided this does not increase the cost.

Under insurance

If, at the time of **damage**, **we** establish that the **amount insured** does not represent the amount it would cost to reinstate the **buildings**, including an allowance for other costs, **we** will reduce the amount **we** pay for any claim or loss in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you** if **you** had declared the actual cost of reinstatement.

We will only apply this calculation if:

1. **we** establish that the values declared to **us** are less than 85% of the actual reinstatement cost; and
2. **we** establish that **your** failure to declare the actual reinstatement cost was not deliberate or reckless and was a breach of **your** obligation to:
 - a. make a fair presentation of the risk to **us** before the start of the **period of insurance**; or
 - b. notify **us** of a change of circumstances in relation to the reinstatement cost of the **buildings**, which may materially affect the **policy**; or
 - c. make a fair presentation of the risk to **us** when notifying **us** of a change of circumstances in relation to the reinstatement cost of the **buildings** which may materially affect the **policy**.

This remedy may apply in addition to General Conditions 2. b.ii. and 4. b. ii. If **your** failure to declare the actual reinstatement cost was deliberate or reckless, the remedy under General Conditions 2.a. or 4.a. will apply.

Index linking

The **amount insured** for **buildings** will be adjusted monthly in line with any change in nationally published indices. **We** will not reduce the **amount insured** without your consent.

Wear and tear

The amount that **we** will pay for **damage** arising from **subsidence** to any greens, courts, pitches or playing surfaces including artificial surfaces will be reduced following reinstatement or repair to take into account wear and tear. The reduction will be based on the following scale:

1. less than one year old: no reduction for wear and tear;
2. between one and two years old: a 10% reduction for wear and tear;
3. between two and three years old: a 20% reduction for wear and tear;
4. between three and five years old: a 40% reduction for wear and tear;
5. over five years old: a 60% reduction for wear and tear.

Your obligations

If any damage occurs

We will not make any payment under this section unless **you**:

1. notify **us** promptly of any **damage** which might be covered;
2. report to the police, as soon as is reasonably possible, any **damage** arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them;
3. arrange for urgent repairs to be done immediately. Before any other repair work begins **we** have the right to inspect the damaged **property**. **We** will tell **you** if **we** want to do this.

Deep fat frying

In respect of any deep fat frying apparatus at the **insured premises**, **you** must ensure that:

1. all extraction hoods, canopies, filters and grease traps are cleaned at least once every seven days; and
2. all extraction ducts are cleaned at least once every six months.

We will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

Flat roof

In respect of any area of flat roof at the **insured premises**, **you** must ensure that:

1. the flat roof is inspected at least once every two years by a competent person; and
2. any defects are rectified within 14 days.

We will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

Unoccupancy

You must tell **us** immediately if the **buildings** will be left unoccupied or will not be used for more than 45 consecutive days. **We** may change the terms and conditions of this **policy** or impose additional requirements that **you** must carry out. If **we** impose additional requirements **we** will tell **you** the timeframes within which **you** must carry them out.

If **you** do not tell **us**, **we** will not make any payment under this section for **damage** occurring while the **buildings** are unoccupied, other than where caused by fire, lightning, earthquake or aerial impact.

Special conditions

Workmen

Workmen are permitted in or about any of the **buildings** for the purposes of carrying out minor alterations, repairs, decoration and maintenance without invalidating this insurance.

Tennis clubs: Property – contents

Policy wording

The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section.

Special definitions for this section

Computers	Computers and ancillary equipment, including software and data carrying media, but excluding data or information entered by you or on your behalf.
Contents	<p>The contents of your insured premises used in connection with the business which belong to you or for which you are legally responsible, including:</p> <ol style="list-style-type: none"> computers; stock; fine art; tenant's improvements, decorations, fixtures and fittings and other general contents including, if attached to the building, external signs, aerials, satellite dishes; pipes, ducting, cables, wires and associated control equipment within the insured premises and extending to the public mains; fixed glass in windows, doors and fanlights, glass showcases, glass shelves, mirrors and sanitary fixtures and fittings; and machinery, plant and maintenance equipment. <p>Money and personal effects are not included within this definition.</p>
Fine art	Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectability which are specifically mentioned in the schedule or contained in a valuation lodged with us .
Hacker	Anyone who maliciously targets you and gains unauthorised access to your website, intranet, computer system, network, telephony equipment or data that you hold electronically.
Money	Cash, bank and currency notes, cheques, travellers' cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, company sales vouchers, credit card counterfoils, travellers' tickets, VAT purchase receipts, contents of franking machines and, insofar as they are not otherwise insured, holiday-with-pay stamps and luncheon vouchers, all belonging to you .
Personal effects	Articles worn, used or carried about the person excluding cash, bank and currency notes and jewellery.
Rent payable	Rent for the insured premises that you must legally pay whilst the insured premises or any part of it is unusable as a result of damage insured by this section.
Software	Programs which run your computers , including both your own operating programs and application programs used in the course of your business .
Stock	Sports equipment, clothing and accessories, food, drink, alcohol and tobacco.

What is covered	We will insure you against damage occurring during the period of insurance to contents contained in the insured premises and any other items as specified in the schedule.
Additional cover	The following are also provided up to the amount shown in the schedule:
Costs following glass breakage	<ol style="list-style-type: none"> 1. The necessary and reasonable costs you incur following breakage or scratching of glass, which belongs to you or for which you are legally responsible, for: <ol style="list-style-type: none"> a. temporary boarding up; b. repair of window frames or removal or replacement of fixtures and fittings in the course of replacing the glass; c. replacement lettering or other ornamental work and alarm foil on glass.
Additions to contents	<ol style="list-style-type: none"> 2. Damage to any additional contents, provided you tell us the additional values as soon as possible and pay the appropriate premium.
Money	<ol style="list-style-type: none"> 3. Damage to money held in connection with the business: <ol style="list-style-type: none"> a. in the insured premises while open for business; b. in the insured premises in a locked safe; c. in transit within the geographical limits or whilst at the home of any trustee, partner, director or employee of yours, provided the home is within the geographical limits.
Personal effects	<ol style="list-style-type: none"> 4. Damage occurring in the insured premises during the period of insurance to the personal effects of your employees or visitors to the insured premises provided they are stored in a fully secured dressing room locker and are not insured elsewhere.
Reconstitution of electronic data	<ol style="list-style-type: none"> 5. The reasonable cost of reconstituting the data you need to continue your business, if your business records and electronic data have been lost or distorted as a direct result of damage covered under this section.
Reconstitution of other business documents	<ol style="list-style-type: none"> 6. The reasonable costs of replacing or reconstituting your business documents that are not held electronically and which you need to continue your business, if such documents have been lost or destroyed as a direct result of damage covered under this section.
Lock replacement	<ol style="list-style-type: none"> 7. The costs you incur to replace locks and keys necessary to maintain the security of the insured premises or safes following theft of keys involving force and violence.
Building damage by theft	<ol style="list-style-type: none"> 8. The cost of repairing damage to the insured premises buildings caused by theft or attempted theft and for which you are legally liable.
Personal assault following robbery or attempted robbery	<ol style="list-style-type: none"> 9. Compensation as shown in the schedule if any trustee, partner, director or employee of yours is physically injured in the course of your business in a robbery or attempted robbery either at the insured premises or within the geographical limits and dies or is permanently disabled solely and directly as a result of the injury within two years from the date it happened. This cover only applies to people aged between 16 and 70 at the start of the period of insurance.
Metered water and fuel	<ol style="list-style-type: none"> 10. The cost that you incur for any metered water and fuel used at the insured premises when such water or fuel has been accidentally released or rendered unusable for its intended purpose as a direct result of damage occurring during the period of insurance to any storage tank, equipment or piping resulting from a cause not otherwise excluded.
Outdoor items	<ol style="list-style-type: none"> 11. Damage other than damage caused by storm or flood to outdoor furniture, heaters, ornaments, statues and other similar items that are normally left outdoors within the confines of the premises. This additional cover does not apply to any mechanical, hydraulic or electrical equipment.

Refrigerated stock

12. The costs **you** incur to replace spoiled refrigerated goods stored in a refrigeration unit at **your insured premises** caused by a sudden failure of the unit, escape of refrigerant or refrigeration fumes, or accidental failure of the public electricity supply. This extension will only apply if the refrigeration unit is less than five years old or is maintained under annual contract by a suitably qualified refrigeration engineer.

What is not covered

We will not make any payment for:

1. **damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause. This does not apply to the cover for refrigerated **stock**;
 - b. dryness or humidity, being exposed to light or extreme temperatures, unless this is a result of **storm** or fire. This does not apply to the cover for refrigerated **stock**;
 - c. coastal or river erosion;
 - d. a rise in the water table;
 - e. theft from an unattended vehicle between the hours of 9 a.m. and 6 p.m. unless the item is out of sight in a locked compartment;
 - f. theft from an unattended vehicle between the hours of 6 p.m. and 9 a.m. unless the vehicle is within a securely locked garage;
 - g. theft or attempted theft at the **insured premises** unless it involves violent or forcible entry into or exit from a securely locked building;
 - h. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the **insured premises** is occupied and in use;
 - i. **date recognition**;
 - j. a **virus** or **hacker**; or
 - k. the explosion of any boiler (not being a boiler used for domestic purposes) or other equipment which belongs to **you** or is in **your** care custody or control in which internal pressure is due to steam only.
2. **damage** to property being cleaned, worked on or maintained.
3. **damage** to **stock** caused by **storm** or **flood** unless the **stock** is kept within the **insured premises** in secure racking at least 15cm above the floor.
4. **damage** to any electrical, hydraulic or mechanical plant or equipment (other than **computers**) directly resulting from its own breakdown, explosion or collapse.
5. breakdown of **computers** unless they are subject to a manufacturer's guarantee or a maintenance contract providing free parts and labour in the event of a breakdown.
6. loss or distortion of information resulting from error or malfunction of **computers**.
7. the value to **you** of any lost or distorted information.
8. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
9. unexplained loss or disappearance or inventory shortage.
10. loss due to clerical or accounting errors.
11. loss by fraud or dishonesty of any trustee, partner, director or employee of **yours**, unless the loss is notified to **us** within 10 working days of its discovery by **you**.
12. financial loss due to **your** parting with title or possession of property or rights to property prior to receiving payment in full.
13. any indirect losses which result from the incident which caused **you** to claim.
14. a. **damage** caused solely by pollution or contamination; or
 - b. any costs or expenses relating to the clean up or decontamination of land caused by pollution or contamination.
15. the amount of the **excess**.
16. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:

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Policy wording

- a. **terrorism**;
- b. civil commotion in Northern Ireland;
- c. **war**;
- d. **confiscation**;
- e. **nuclear risks**;
- f. **communicable disease** or the fear or threat of **communicable disease**; or
- g. any action taken in controlling, preventing, suppressing or in any way responding to a. to f. above.

If there is any dispute between **you** and **us** over the application of 16a or 16b above, it will be for **you** to show that the exclusion does not apply.

How much we will pay

We will pay up to the **amount insured** shown in the schedule unless limited below or in the schedule.

Repair and replacement

At **our** option **we** will repair, restore, replace or pay for any lost or damaged items on the following basis:

1. for **contents** other than **stock, personal effects** or **fine art**, the cost of repair or replacement as new;
2. for **stock**, other than second hand **stock**, the cost of repair or replacement at the cost price to **you**;
3. for second hand **stock**, the cost of repair or replacement at the trade market value;
4. for goods held in trust, the lesser of:
 - i. **your** liability in respect of the goods held in trust;
 - ii. the cost of repair or replacement at the trade market value of such goods;
5. for **personal effects**, the cost of repair or replacement as new, but not more than the amount shown in the schedule for each incident of loss;
6. for **fine art**, the agreed value of the individual item lost or damaged as shown in the schedule or valuation.

However, if the item is only partly damaged, **we** will decide whether **we** repair, restore, replace or pay the agreed value of the damaged item. If **we** repair or restore a damaged item, **we** will also pay for any loss in value.

For any item of **fine art** which has not been individually valued in the schedule or valuation, **we** will decide whether **we** repair, restore, replace or make a cash settlement for that item. If **we** choose to make a cash settlement, **we** will pay the market value of the item immediately prior to the **damage**, taking account of any increased value the item may have because it forms part of a pair or set. The most **we** will pay for any one item, pair or set is 40% of the **fine art amount insured** or £20,000, whichever is the lesser.

Debris removal

We will pay the necessary and reasonable costs and expenses **you** incur to remove debris of **contents** from the **insured premises** or the area immediately adjacent, following **damage** insured by this section.

Under insurance

If, at the time of **damage**, **we** establish that the **amount insured** does not represent the total value of the **contents**, **we** will reduce the amount **we** pay in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you** if **you** had declared the total value of the **contents**.

We will only apply this calculation if:

1. **we** find that the **amount insured** is less than 85% of the **contents**; and
2. **we** establish that **your** failure to declare the total value of the **contents** was not deliberate or reckless and was a breach of **your** obligation to:
 - a. make a fair presentation of the risk to **us** before the start of the **period of insurance**; or
 - b. notify **us** of a change of circumstances in relation to the total value of the **contents**, which may materially affect the **policy**; or

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Policy wording

- c. make a fair presentation of the risk to **us** when notifying **us** of a change of circumstances in relation to the total value of the **contents** which may materially affect the **policy**.

This remedy may apply in addition to General Conditions 2. b.ii. and 4. b. ii.

If **your** failure to declare the total value of the **contents** was deliberate or reckless, the remedy under General Conditions 2.a. or 4.a. will apply.

Index linking	The amount insured for contents , other than stock and fine art , will be adjusted monthly in line with any increase in nationally published indices. We will not reduce the amount insured without your consent.
Seasonal stock	To account for seasonal increase to your business , the amount insured for stock will be increased by 25% during June, July and August or any other three month period that you have notified to us prior to the start of the period of insurance .
Personal assault following robbery or attempted robbery	We will not pay compensation under more than one heading in the schedule for the same injury.
Other interests	Any payment will take into account the interest of any party having an insurable interest in the contents insured, provided you have advised us of the nature and extent of the interest together with the name and address of that interested party.
Special limits	
Storage containers	The most we will pay for damage to contents from any one storage container is the amount shown in the schedule.
Fraud and dishonesty	The most we will pay for all losses occurring during the period of insurance arising from the fraud or dishonesty of any partner, director or employee of yours is the amount shown in the schedule.
Computer breakdown	The most we will pay for any loss arising from breakdown of computers during the period of insurance is the amount shown in the schedule. This limit is an aggregate limit applying across the Contents and Business interruption sections of this policy .

Your obligations

If any damage occurs	<p>We will not make any payment under this section unless you:</p> <ol style="list-style-type: none"> 1. notify us promptly of any damage which might be covered; 2. report to the police, as soon as reasonably possible, any damage arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them; and 3. arrange for urgent repairs to be done immediately. Before any other repair work begins we have the right to inspect the damaged property. We will tell you if we want to do this.
Backing up electronic data	You must take all reasonable steps to make back-up copies of data at least once a week and keep the copies away from the insured premises . If you do not, we may reduce any payment we make by an amount equal to the detriment we have suffered as a result.
Protections	<p>You must ensure that all fire alarms, fire break doors, shutters, security systems and physical protections notified to us are in full operation whenever the insured premises is left unattended, unless you have already advised us that a system is not working properly. All systems must be regularly serviced under contract by a reputable company at least annually.</p> <p>We will not make any payment under this section in respect of any incident occurring whilst you are not in compliance with this condition unless you can demonstrate that such non-compliance could not have increased the risk of the damage occurring in the circumstances in which it occurred.</p>

Tennis clubs: Property – contents

Policy wording

Unoccupancy	<p>You must tell us immediately if the insured premises will be left unoccupied or will not be used for more than 45 consecutive days. We may change the terms and conditions of this policy or impose additional requirements that you must carry out. If we impose additional requirements we will tell you the timeframes within which you must carry them out.</p> <p>If you do not tell us, we will not make any payment under this section for damage occurring while the insured premises are unoccupied.</p>
Cash, bank and currency notes in transit	<p>You must ensure that cash, bank and currency notes in transit with a total value:</p> <ol style="list-style-type: none">between £2,000 and £6,000 is carried by at least two able bodied adults;between £6,001 and £10,000 is carried by at least three able bodied adults;in excess of £10,001 is carried by a Security Industry Authority approved Cash and Valuables in Transit company. <p>Please check the policy schedule to see what cover you have for money as it may be lower than the above limits.</p> <p>We will not make any payment under this section in respect of any incident occurring whilst you are not in compliance with these conditions unless you can demonstrate that such non-compliance could not have increased the risk of the damage occurring in the circumstances in which it occurred.</p>
Deep fat frying	<p>In respect of any deep fat frying apparatus at the insured premises, you must ensure that:</p> <ol style="list-style-type: none">all extraction hoods, canopies, filters and grease traps are cleaned at least once every seven days; andall extraction ducts are cleaned at least once every six months. <p>We will not make any payment under this section in respect of any incident occurring while you are not in compliance with these conditions unless you can demonstrate that such non-compliance could not have increased the risk of the damage occurring in the circumstances in which it occurred.</p>
Flat roof	<p>In respect of any area of flat roof at the insured premises, you must ensure that:</p> <ol style="list-style-type: none">the flat roof is inspected at least once every two years by a competent person; andany defects are rectified within 14 days. <p>We will not make any payment under this section in respect of any incident occurring while you are not in compliance with these conditions unless you can demonstrate that such non-compliance could not have increased the risk of the damage occurring in the circumstances in which it occurred.</p>

The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section.

Special definitions for this section

Hacker	Anyone who maliciously targets you and gains unauthorised access to your website, intranet, computer system, network, telephony equipment or data that you hold electronically.
Personal effects	Articles worn, used or carried about the person.
Portable equipment	Portable equipment used in connection with your business which belongs to you or for which you are legally responsible, including: <ol style="list-style-type: none"> 1. laptops and tablets; 2. mobile phones; 3. television and video equipment; 4. tennis racquets, balls, nets, and other related sports equipment; 5. accessories associated with any of the above; 6. goods held in trust.

What is covered

We will insure **you** against **damage** occurring during the **period of insurance** to **portable equipment** within the **geographical limits**.

Special limits

The following are also provided up to the amount shown in the schedule:

Reconstitution of electronic data	1. the reasonable costs of reconstituting the data you need to continue your business , if your electronic business records and electronic data have been lost or distorted as a direct result of damage covered under this section.
Additions to portable equipment	2. damage occurring during the period of insurance to any additional portable equipment , provided you tell us the additional values as soon as possible and pay the appropriate premium.

What is not covered

We will not make any payment for:

1. **damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation or any gradually operating cause;
 - b. theft or attempted theft from an unattended vehicle unless the item is out of sight in a locked boot or locked storage compartment;
 - c. a **virus** or **hacker**; or
 - d. dryness or humidity, being exposed to light or extreme temperatures, unless the **damage** is caused by **storm** or fire.
2. **damage** to **portable equipment** away from the **insured premises** unless the **portable equipment** is in **your** care, custody, or control at all times or otherwise secured in a locked hotel room or safe, or other similar securely locked room or premises.
3. **damage** to **portable equipment** being cleaned, worked on or maintained.
4. **damage** to any **portable equipment** directly resulting from its own breakdown, explosion or collapse.
5. **damage** to **personal effects**.
6. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.

Tennis clubs: Property – portable equipment

Policy wording

7. loss or distortion of information resulting from error or malfunction of **portable equipment**.
8. the value to **you** of any lost or distorted information.
9. unexplained loss or disappearance.
10. any indirect losses which result from the incident which caused **you** to claim.
11. the amount of the **excess**.
12. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
 - a. **terrorism**;
 - b. civil commotion in Northern Ireland ;
 - c. **war**;
 - d. **confiscation**;
 - e. **nuclear risks**;
 - f. **communicable disease** or the fear or threat of **communicable disease**; or
 - g. any action taken in controlling, preventing, suppressing or in any way responding to a. to f. above.

If there is any dispute between **you** and **us** over the application of 12a or 12b above, it will be for **you** to show that the exclusion does not apply.

How much we will pay

We will pay up to the **amount insured** shown in the schedule unless limited below or in the schedule.

Repair and replacement

At **our** option **we** will repair, replace or pay for any lost or damaged items on the following basis:

1. for **portable equipment** other than goods held in trust, the cost of repair or replacement as new;
2. for goods held in trust, the lesser of:
 - i. **your** liability in respect of the goods held in trust;
 - ii. the cost of repair or replacement at the trade market value of such goods.

Under insurance

If, at the time of **damage**, **we** establish that the **amount insured** does not represent the total value of the **portable equipment**, **we** will reduce the amount **we** pay in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you** if **you** had declared the total value of the **portable equipment**.

We will only apply this calculation if:

1. **we** find that the **amount insured** is less than 85% of the **portable equipment**; and
2. **we** establish that **your** failure to declare the total value of the **portable equipment** was not deliberate or reckless and was a breach of **your** obligation to:
 - a. make a fair presentation of the risk to **us** before the start of the **period of insurance**; or
 - b. notify **us** of a change of circumstances in relation to the total value of the **portable equipment**, which may materially affect the **policy**; or
 - c. make a fair presentation of the risk to **us** when notifying **us** of a change of circumstances in relation to the total value of the **portable equipment** which may materially affect the **policy**.

This remedy may apply in addition to General Conditions 2. b.ii. and 4. b. ii.

If **your** failure to declare the total value of the **portable equipment** was deliberate or reckless, the remedy under General Conditions 2.a. or 4.a. will apply.

Other interests

Any payment **we** make will take into account the interest of any party having an insurable interest in the **portable equipment** insured, provided **you** have advised **us** of the nature and extent of the interest together with the name and address of that interested party.

Your obligations

If any damage occurs

We will not make any payment under this section unless **you** notify **us** promptly of any **damage** which might be covered.

You must report to the police or relevant local authority, as soon as reasonably possible, any **damage** arising from theft, attempted theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them.

You must arrange for urgent repairs to be done immediately. Before any other repair work begins **we** have the right to inspect the damaged **portable equipment**. **We** will tell **you** if **we** want to do this.

Backing-up electronic data

We will not make any payment for reconstitution of electronic data unless **you** take all reasonable steps to make back-up copies of all such data at least once a week and keep the copies away from the **insured premises**.

Please read the schedule to see if **your** loss of **income** or loss of **gross profit** or **additional increased costs of working** are covered.

The General terms, the Property definitions and the following terms and conditions all apply to this section.

**Special definitions
for this section**

Additional increased costs of working	The additional costs and expenses reasonably incurred by you with our prior consent, in order to continue your business or minimise your loss of income or gross profit during the indemnity period , but not limited by the reduction in income saved.
Annualised amount insured	The amount insured divided by the indemnity period multiplied by 12.
Business	Your business carried out at your insured premises .
Gross profit	The difference between the sum of your income , closing stock and work in progress and the sum of your opening stock, work in progress and uninsured working expenses .
Income	The total income of the business carried out from your insured premises .
Increased costs of working	The costs and expenses necessarily and reasonably incurred by you for the sole purpose of minimising the reduction in income to your business during the indemnity period , but not exceeding the reduction in income saved.
Indemnity period	The period beginning at the date of the insured damage , the date on which the loss of licence takes effect or the date the restriction is imposed, and lasting for the period during which your income is affected as a result of such insured damage , loss of licence or restriction, but for no longer than the number of months shown in the schedule.
Insured damage	Damage to property provided that: <ol style="list-style-type: none">the damage is not otherwise excluded by the Buildings or Contents section of this policy; andpayment has been made or liability admitted by the insurer under any insurance covering such damage.
Licence	The Justices' Licence from time to time in force in respect of the premises of your insured premises for the retail sale of excisable liquors (England and Wales) or the licence granted pursuant to the Licensing (Scotland) Act 1976 as amended from time to time.
Loss of licence	The suspension or withdrawal of, or refusal to renew, your licence by the licensing justices or other licensing authority.
Rate of gross profit	The percentage produced by dividing gross profit by your income during the financial year immediately before any insured damage .
Rent	Rent: <ol style="list-style-type: none">for the insured premises that you must legally pay whilst the insured premises or any part of it is unusable as a result of insured damage;that you cannot legally recover from your tenants whilst the buildings or any part are unusable as a result of insured damage.
Specified disease	Any of the following diseases: <ol style="list-style-type: none">acute encephalitis;anthrax;cholera;dysentery;legionellosis;legionnaires disease;

- g. leptospirosis;
- h. paratyphoid fever;
- i. rabies; or
- j. tetanus.

Uninsured working expenses

Purchases less discounts received, bad debts, **rent** and any other item described as an uninsured expense in the schedule.

What is covered

We will insure **you** for **your** financial losses and other items specified in the schedule, resulting solely and directly from an interruption to **your business** caused by:

- | | |
|--------------------------------------|--|
| Financial losses from insured damage | 1. insured damage to property: <ul style="list-style-type: none"> a. insured under the Buildings or Contents section of this policy; or b. insured elsewhere, provided the damage occurred during the period of insurance and whilst the property is contained in the insured premises. |
| Denial of access | 2. insured damage to property in the vicinity of the insured premises occurring during the period of insurance which prevents or hinders your access to the insured premises ; |
| Non damage denial of access | 3. an incident within a one mile radius of your insured premises occurring during the period of insurance which results in a denial of access or hindrance in access to your business premises , imposed by any civil or statutory authority or by order of the government or any public authority, for more than 24 hours; |
| Bomb threat | 4. your total inability to use the insured premises due to restrictions imposed by the police or British Armed Forces during the period of insurance caused by the presence or suspected presence of an incendiary or explosive device within the premises or in the vicinity of the premises, provided that such restriction applies for more than four hours and subject to our liability being limited to the actual period that total access is denied. No cover will be provided if actual damage is caused by the device; |
| Suppliers | 5. insured damage , other than damage caused by flood or earth movement , occurring during the period of insurance at the premises of one of your suppliers operating and based in the United Kingdom, other than water, gas, electricity or telecommunications services; |
| Public utilities | 6. failure in the supply of water, gas, electricity or telecommunications services supplied by a supplier operating and based in the United Kingdom to the insured premises , for more than 24 consecutive hours caused by insured damage , other than flood or earth movement , occurring during the period of insurance to any land based premises of the supply authority or the terminal feed to your insured premises , or underground pipes or underground cables conveying such services from the supply authority to your insured premises ; |
| Public authority | 7. your inability to use the insured premises due to restrictions imposed by a public authority during the period of insurance following: <ul style="list-style-type: none"> a. a murder or suicide; b. an occurrence of any human infectious or human contagious disease, an outbreak of which must be notified to the local authority.; c. injury or illness of any person traceable to food or drink consumed on the premises; d. defects in the drains or other sanitary arrangements; e. vermin or pests at the premises; |
| Loss of licence | 8. loss of licence during the period of insurance but we will not make any payment for losses arising from: <ul style="list-style-type: none"> a. any suspension or withdrawal of or refusal to renew a licence for which you are entitled to claim statutory compensation; b. <ul style="list-style-type: none"> i. the actual or proposed compulsory acquisition of your insured premises; ii. any scheme of town or country planning improvement or redevelopment; |

- c. any alteration after the start of the **period of insurance** of the law governing the suspension, withdrawal or renewal of **licences** unless **we** confirm in writing that the insurance will apply after such alteration;
- d. **your** failure:
 - i. other than for good cause, to keep the **insured premises** open during the permitted hours;
 - f. ii. to comply with any direction or requirement of the Licensing Justices or other licensing authority;
 - f. iii. to maintain the **insured premises** in a good sanitary condition and a good state of general repair;
- e. any **loss of licence** occasioned wholly or in part by any act or omission by **you** or by **your** failure to take all reasonable action to maintain the **licence** in force;
- f. the suspension or withdrawal of, or refusal to renew, any late night, afternoon or morning extension of the standard opening hours (in England and Wales) or permitted hours as defined in Section 53 of the Licensing (Scotland) Act 1976 as amended from time to time unless such suspension, withdrawal or refusal to renew is ancillary to the **licence** being suspended, withdrawn or not renewed.

What is not covered

1. **We** will not make any payment for any interruption to **your business** directly or indirectly caused by, resulting from or in connection with **terrorism**. This does not apply to the cover under **What is covered**, Bomb threat.
2. **We** will not make any payment under this section if **your business** is discontinued permanently or if a liquidator or receiver is appointed.
3. for any interruption or loss directly or indirectly caused by, contributed to by, resulting from or in connection with any **communicable disease** or the fear or threat of any **communicable disease**. However, this exclusion does not apply to **What is covered**, Public authority 7b in respect of any **specified diseases**.

How much we will pay

We will pay up to the **amount insured** unless limited below or shown in the schedule. **We** will pay for no longer than the period shown in the schedule against each insured item.

If **you** are accountable to the tax authorities for Value Added Tax, the amount **we** pay will be exclusive of such tax.

The amount **we** pay for each item will be calculated as follows:

Loss of income

The difference between **your** actual **income** during the **indemnity period** and the **income** it is estimated **you** would have earned during that period or, if this is **your** first trading year, the difference between **your income** during the **indemnity period** and during the period immediately prior to the loss, less any savings resulting from the reduced costs and expenses **you** pay out of **your income** during the **indemnity period**. **We** will also pay for **increased costs of working**.

Loss of gross profit

The sum produced by applying the **rate of gross profit** to any reduction in **income** during the **indemnity period** plus **increased costs of working** less any business expenses or charges which cease or are reduced.

Loss of licence

The difference between **your** actual **income** during the **indemnity period** and the **income** it is estimated **you** would have earned during that period but for the **loss of licence**, less any savings resulting from the reduced costs and expenses **you** pay out of **your income** during the **indemnity period**.

Outstanding debts

Any of **your** outstanding debts which **you** are unable to recover as a direct result of **insured damage** to **your** accounting records.

Accountant's charges

The amount **we** will pay for loss of **income**, or loss of gross profit if applicable, includes the reasonable charges **you** pay to **your** professional accountant for producing information **we** require in support of a request for settlement under this section.

Under insurance

If, at the time of **insured damage** or restriction, **we** establish that the **annualised amount insured** declared to **us** does not represent **your** actual **income** or **your** actual **gross profit** during the 12 months immediately preceding the date of the **insured damage** or restriction, **we** will reduce the amount **we** pay in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you** if **you** had declared **your** actual **income** or **your** actual **gross profit**.

We will only apply this calculation if:

1. **we** establish that the **annualised amount insured** is less than 85% of **your** actual **income** or **your** actual **gross profit** during the 12 months immediately preceding the start of the **period of insurance**; and
2. **we** establish that **your** failure to declare **your** actual **income** or **your** actual **gross profit** was not deliberate or reckless and was a breach of **your** obligation to make a fair presentation of the risk to **us** before the start of the **period of insurance**.

This remedy may apply in addition to General Condition 2. b.ii. If **your** failure to declare **your** actual **income** or **your** actual **gross profit** was deliberate or reckless, the remedy under General Condition 2.a. will apply.

Business trends

The amount **we** pay for loss of **income** or loss of **gross profit** will be amended to reflect any special circumstances or business trends affecting **your business**, either before or after the loss, in order that the amount paid reflects as near as possible the result that would have been achieved if the **insured damage** had not occurred.

Special limits

Computer breakdown

The most **we** will pay for any loss arising from breakdown of **computers** during the **period of insurance** is the amount shown in the schedule. This limit is an aggregate limit applying across the Contents and Business interruption sections of this **policy**.

Your obligations

If any damage occurs

We will not make any payment under this section unless **you** notify **us** promptly of any **damage** or event which might prevent or hinder **you** from carrying on **your business**.

Property insurance

Where the **damage** involves property **you** own or are legally responsible for, **we** will not make any payment unless **you** have property insurance in force covering the **damage** and payment has been made, or liability admitted, under that insurance for the **damage**.

With regard to breakdown damage to **computers**, this requirement is satisfied if **you** have in force a manufacturer's guarantee or a maintenance contract providing free parts and labour in the event of breakdown.

Accounts records

You must keep a record of all amounts owed to **you** and keep a copy of the record away from the **insured premises**. If **you** do not, **we** may reduce any payment **we** make by an amount equal to the detriment **we** have suffered as a result.

Loss of licence

You must give **us** written notice within forty-eight hours after **you** receive information, whether oral or written, that:

1. any notice caution or complaint has been given or made against the **business** or **insured premises**, or against the tenant, manager, occupier or **licence** holder, or that such person has been summoned or charged with or convicted of or committed for trial for any offence whatsoever;
2. an application for renewal is to be opposed, or its consideration is adjourned or referred to the compensation authority, or the **licence** holder is required to give any undertaking, or any structural alterations are required; or
3. the **licence** holder has died, become bankrupt, absconded or been rendered incapable by sickness or other infirmity of carrying on the business.

In addition, **you** must notify **us** in writing within forty-eight hours after:

1. **your licence** is suspended, withdrawn or not renewed;
2. **you** become aware of any event likely to prejudice the **licence**.



Tennis clubs

Property business interruption

Policy wording

You must tell **us**, as far as **you** are able, the grounds for such suspension, withdrawal or refusal to renew or the details of such event.

We shall be entitled to appeal in **your** name against any **loss of licence** and shall have full discretion in the conduct of any proceedings. **You** must give **us** all assistance **we** may reasonably require.

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

Advertising	Advertising, publicity or promotion in or of your products or services.
Breach	The unauthorised acquisition, access, use or disclosure of, or the loss or theft of, personal data or confidential corporate information.
Breach costs	<p>The reasonable and necessary costs incurred by you with our prior written agreement in direct response to an actual or suspected breach, including but not limited to:</p> <ol style="list-style-type: none">1. legal costs to:<ol style="list-style-type: none">a. provide advice to you in connection with your investigation of a breach;b. assist with the preparation of notifications to any regulator and affected data subjects; andc. determine and pursue any indemnity under a written agreement with a third-party;2. breach forensic costs;3. costs incurred to notify:<ol style="list-style-type: none">a. each affected data subject of the breach; andb. any regulatory body, including but not limited to the Information Commissioner's Office, of the breach;where you are required by any law or regulation to do so or where you do so voluntarily;4. costs you incur to use a third-party call centre to answer enquiries from affected data subjects following notification of the breach to such data subjects;5. credit monitoring costs; and6. costs to monitor the dark web for the appearance of any information accessed in the course of a breach; <p>but not including any overhead costs, general business expenses, salaries or wages incurred by you or any other person or entity entitled to coverage under this section.</p>
Breach forensic costs	<p>Costs you incur for:</p> <ol style="list-style-type: none">1. computer forensic analysis conducted by outside forensic experts to:<ol style="list-style-type: none">a. confirm whether or not a breach has occurred;b. identify any affected data subjects; andc. stop or contain the breach; and2. outside legal fees necessary for the preservation of the lawyer-client privilege of forensic reports and findings.
Computer system	Any programs , computer network, hardware, software, information technology or communications system, including any email system, intranet, extranet or website.
Credit monitoring costs	The reasonable and necessary costs incurred by you with our prior written agreement to provide credit monitoring services or other credit protection services to each affected data subject .

Cyber ransom losses	Following an illegal threat : <ol style="list-style-type: none">1. the reasonable and necessary fees of our appointed consultant, incurred by you with our prior written agreement, for advising you on the handling and negotiation of the ransom demand;2. the cost of any ransom demand from the third-party or, if the demand is for goods or services, their market value at the time of the surrender; and3. the amount of any stolen ransom, where such theft occurs at or in transit to the agreed location for payment of the ransom.
Data asset	Any electronic data or software.
Data recovery costs	The reasonable and necessary costs and expenses incurred with our prior written agreement to regain access to your data asset , or to replace, restore or repair your data asset from back-ups, originals, or other sources. <p>This does not include:</p> <ol style="list-style-type: none">1. costs incurred after it has been established that your data asset cannot be replaced, restored or repaired, or access to it cannot be regained;2. the economic value of your data asset, including the value of any trade secrets;3. costs to restore, update, or replace your data asset to a level beyond that which existed prior to the event, unless your data asset can only be replaced, restored or repaired by purchasing a newer equivalent; or4. costs to research or develop your data asset or to recreate, gather or assemble facts, concepts or information needed to reproduce your data asset.
Data subject	Any natural person who is the subject of personal data .
Employee	Any individual performing employment duties solely on your behalf in the ordinary course of your business and who is subject to your sole control and direction and to whom you supply the instruments and place of work necessary to perform such duties. This does not include you or your sub-contractors or outsourcers.
Hacker	Anyone, including an employee of yours , who gains unauthorised access to or unauthorised use of your computer system or your data asset held by you or on your behalf.
Illegal threat	Any threat from a third-party, including an employee but not you , to: <ol style="list-style-type: none">1. damage, destroy or corrupt your computer system, a data asset you hold electronically or any data for which you are responsible, including by specifically introducing a virus; or2. disseminate, divulge or use any electronically held commercial or personal information which:<ol style="list-style-type: none">a. you are responsible for; andb. will cause commercial harm if made public;following any unauthorised external electronic access by that third-party.
Loss	Any financial harm caused to your business .
Personal data	Any individually identifiable information about a data subject , including but not limited to such information protected by the Data Protection Act 2018 or the General Data Protection Regulation (EU) 2016/679, including any similar or successor legislation or regulation.
Security failure	Any failure by you or by others on your behalf (including but not limited to your sub-contractors and outsourcers) in securing your computer system against unauthorised electronic access or use.
Subsidiary	An entity domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar:

Cyber and data insurance

CyberClear Light

Policy wording

1. that has been identified in the presentation of the risk for this **policy** and of which **you** own more than 50% of the book value of the assets or of the outstanding voting rights on the first day of the **period of insurance**; or
2. which **you** acquire during the **period of insurance**:
 - a. where the turnover at the date of acquisition is less than 10% of **your** existing turnover;
 - b. where the acquired entity's business is the same as **yours**; and
 - c. which has not suffered any loss or been subject to any claim with a value greater than the **excess**, which would have been covered under this section of the **policy**.

You/your

Also includes:

1. any person who was, is or during the **period of insurance** becomes **your** partner, director, trustee, in-house counsel or senior manager in actual control of **your** operations; and
2. any **subsidiary** including any person who was, is or during the **period of insurance** becomes a partner, director, trustee, in-house counsel or senior manager of any **subsidiary** in actual control of its operations.

What is covered

If during the **period of insurance**, and in the course of **your business** or **advertising**, **you** discover or reasonably suspect any:

1. **breach**;
2. **security failure**; or
3. **illegal threat**;

we will pay:

- | | |
|---------------------|-------------------------------------|
| Breach costs | a. breach costs ; |
| Cyber ransom losses | b. cyber ransom losses ; and |
| Data recovery costs | c. data recovery costs . |

What is not covered

A. **We** will not make any payment for any **loss** under this section directly or indirectly due to:

- | | |
|-----------------------------------|--|
| Infrastructure failure | 1. any failure or interruption of service provided by an internet service provider, telecommunications provider, utilities supplier or other infrastructure provider. However, this exclusion does not apply where you provide such services as part of your business . |
| Hack by director or partner | 2. any individual hacker within the definition of you . |
| Destruction of tangible property | 3. any loss, theft, damage, destruction or loss of use of any tangible property. However, this does not apply to any breach which is itself caused by the loss or theft of data. |
| System degradation or performance | 4. any: <ol style="list-style-type: none"> a. degradation, deterioration or reduction in performance of your computer system caused gradually or as a result of the recommended use or your ordinary use of the system; or b. loss of, reduction in or loss of use of bandwidth, unless caused by an identifiable malicious act; <p>including where caused by increased use of the computer system or by steps taken by you to upgrade the system.</p> |
| Outdated systems | 5. the use by you of any software or systems that are unsupported by the developer. |

Cyber and data insurance CyberClear Light Policy wording

Seizure and confiscation	6. any confiscation, requisition, expropriation, appropriation, seizure or destruction of property by or under the order of any government or public or local authority, or any order by such authority to take down, deactivate or block access to your computer system .
War	7. war .
Nuclear risks	8. nuclear risks .
Insolvency	9. your insolvency or the insolvency of your suppliers, sub-contractors and outsourcers.
Pre-existing problems	10. anything likely to lead to a loss under this section, which you knew or ought reasonably to have known about before we agreed to insure you .
Reckless conduct	11. any conduct committed by you in reckless disregard of your or another person's or business' rights or your business interests.
Fraudulent use of your electronic identity	12. the fraudulent or dishonest use of the electronic identity of your business .
Natural perils	13. fire, flood, storm, lightning, frost, explosion or extremes of weather or temperature. However, this exclusion does not apply to any loss arising directly from a breach , which is itself caused by such natural peril.

How much we will pay

We will pay up to the overall limit of indemnity shown in the schedule for the total of all claims under **What is covered**, unless limited otherwise in the schedule.

The amount **we** pay for a particular type of **loss** may be further limited in the schedule.

Excess

You must pay the relevant **excess** shown in the schedule.

72-hour excess waiver

If **you** notify **us** within 72 hours of **your** first awareness of any actual or reasonably suspected **breach**, the **excess** will not apply against any **losses** suffered as a result of the **breach**.

Non-sterling losses

All sums payable under this section of the **policy** will be paid in Pounds Sterling. Where any amount under this **policy** has been suffered or incurred in a different currency, **we** will calculate the amount of **our** payment by reference to the relevant exchange rate on the day the **loss** was suffered or the cost or expense incurred. For the purposes of calculating such amounts, where listed, **we** will use the exchange rate published in the Financial Times on the day the **loss** was suffered or the cost or expense incurred (or the next day on which the Financial Times is published if it is not published on the day in question).

Your obligations

If a problem arises

1. **We** will not make any payment under this section unless **you** notify **us** promptly within the **period of insurance**, or at the latest within 14 days after it expires for any problem **you** first become aware of in the seven days before expiry, of **your** first awareness of:

- a. any **loss** under this section; or
- b. anything which is likely to give rise to a **loss** under this section.

If **we** accept **your** notification **we** will regard such **loss** as notified to this insurance.

Cyber extortion

2. **We** will not make any payment under **What is covered**, Cyber ransom losses unless:

- a. the ransom was paid, or the goods or services were surrendered, under duress;
- b. before agreeing to the payment of the ransom or the surrender of goods or services, **you** made all reasonable efforts to determine that the **illegal threat** was genuine and not a hoax;
- c. an individual within the definition of **you** agreed to the payment of the ransom or the surrender of the goods or services;



Cyber and data insurance CyberClear Light Policy wording

- d. **you** inform, or allow **us** to inform, the appropriate law enforcement authorities where any **illegal threat** was made; and
- e. **you** keep **us** fully informed of all developments concerning any **illegal threat** or ransom demand.

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

Crisis	A time of severe difficulty in your activities or danger to your business as a result of an insured incident that could, if left unmanaged, cause adverse or negative publicity of or media attention to you or your business .
Crisis containment costs	Reasonable and necessary costs incurred in utilising the services of the crisis containment provider to limit or mitigate the impact of a crisis .
Crisis containment provider	The person or company named in the schedule.
Insured incident	An incident, act or problem that in your good faith opinion could potentially give rise to a covered claim being made by you under any other section of this policy .
Working hours	The hours between 09:00 and 17:00 on any day other than Saturday, Sunday or a public holiday.

What is covered

Crisis containment costs	We will pay crisis containment costs incurred within the geographical limits with our prior written consent as a direct result of a crisis commencing during the period of insurance .
Outside working hours discretionary crisis mitigation costs	We will also pay crisis containment costs incurred within the geographical limits without our consent in carrying out immediate work outside of working hours to limit or mitigate the impact of the crisis . Any such work done by the crisis containment provider will not be confirmation of cover under this or any other section of this policy .

What is not covered

We will not make any payment for:

1. **crisis containment costs** relating to any claim or part of a claim not covered by this **policy**.
2. **crisis containment costs** relating to any:
 - a. claim under any **Management liability – Employment practices liability** section;
 - b. employment claim under any **Management liability – Directors and officers** section or **Management liability - Trustees and individual liability** section.
3. costs which are covered under any other section of this **policy**.
4. any **crisis containment costs** directly or indirectly due to:
 - a. any incident, act, investigation or problem that affects **your** profession or industry; or
 - b. governmental regulations which affect another country or **your** profession or industry; or
 - c. any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America; or
 - d. socioeconomic changes or business trends which affect **your business** or **your** profession or industry.

How much we will pay

The most **we** will pay under this section is the amount shown in the schedule, irrespective of the number of **crises** or **insured incidents**. **We** will pay the **crisis containment provider** directly for **crisis containment costs** covered under this section of the **policy**.

All **crises** arising from the same original cause, a single source or a repeated or continuing problem will be regarded as one **crisis**. This includes such **crises** arising after, as well as during, the **period of insurance**.

Your obligations

We will not make any payment under this section unless **you** notify any **crisis** in accordance with either of the following:

If a crisis arises during working hours

1. If **you** first become aware of the **crisis** during **working hours** **you** must notify **us** of it immediately by phoning **us** on the number stated in the schedule.

We will then determine if the incident, act or problem that **you** have notified would give rise to a covered claim under any other section of this **policy**. If **we** determine this to be the case then **we** will contact the **crisis containment provider** to assist **you** in the management of the **crisis**.

If **we** determine that the incident, act or problem that **you** have notified would not result in a covered claim under any other section of this **policy** then **we** will not make any payment under this section.

You must co-operate fully with **us**, the **crisis containment provider** and any of **our** representatives in the management of the **crisis**.

If a crisis arises outside of working hours

2. If **you** first become aware of the **crisis** outside of **working hours** **you** must notify the **crisis containment provider** immediately by phoning them on the number stated in the schedule. **You** must also notify **us** of the **crisis** as soon as possible within **working hours** by telephoning the number stated in the schedule.

You must co-operate fully with the **crisis containment provider** in the management of the **crisis**.

Legal protection (enhanced)

Policy wording

DAS Legal Expenses Insurance Company Limited (**DAS**) is the underwriter and provides the legal protection insurance under your **policy**. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm or tax consultancy** on behalf of **DAS**.

DAS head and registered office: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH, England.

Registered in England and Wales, number 103274. Website: www.das.co.uk.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

DAS Law Limited Head and Registered Office: DAS Law Limited, North Quay, Temple Back, Bristol BS1 6FL, England.

Registered in England and Wales, number 5417859. Website: www.daslaw.co.uk.

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

To make sure that you get the most from your cover, please take time to read this section which explains the contract between you and **DAS**. Please take extra care in following the procedures under employment compensation awards cover (**insured incident 1 b.**)

It will help if you keep the following points in mind:

How can DAS help

To make a claim under this section, please telephone **DAS** on 0117 934 2111. **DAS** will ask you about your legal dispute and, if necessary, will call you back at an agreed time to give you legal advice. If your dispute needs to be dealt with as a claim under this section, **DAS** will provide you with a claim reference number. At this point, **DAS** will not be able to confirm that you are covered but will pass the information you have given **DAS** to the claims handling teams and explain what to do next.

Send your claim to

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

Alternatively, you can email your claim to DAS at newclaims@das.co.uk.

Claims outside the United Kingdom may be dealt with by other **DAS** offices elsewhere in Europe.

When DAS cannot help

Please do not ask for help from a solicitor or accountant before **DAS** have agreed. If you do, **DAS** will not pay the costs involved.

Cover

This section will cover the **insured person** in respect of any **insured incident** arising in connection with the business shown in the policy schedule if the premium has been paid.

DAS agree to provide the insurance in this section in accordance with the operative covers shown in the policy schedule as long as:

- a. the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limit**;
- b. any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, in the **territorial limit**; and
- c. **reasonable prospects** exist for the duration of the claim.

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 **DAS** 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, **DAS** will pay the **costs and expenses** incurred for this.

DAS will pay compensation awards that **DAS** have agreed to.

The most **DAS** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is the limit stated in the schedule.

Special definitions for this section

Appointed representative	The preferred law firm or tax consultancy or other law firm or other suitably qualified person, who has been appointed to act for an insured person in accordance with the terms of this section. The most DAS will pay in costs and expenses is no more than the amount we would have paid to a preferred law firm or tax consultancy . The amount we will pay a law firm or tax consultancy (where acting as an appointed representative) is currently £100 per hour. This amount may vary from time to time.
Costs and expenses	<ol style="list-style-type: none"> 1. All reasonable and necessary costs chargeable by the appointed representative and agreed by DAS. 2. The costs incurred by opponents in civil cases if the insured person has been ordered to pay them, or the insured person pays them with DAS' agreement.
DAS	DAS Legal Expenses Insurance Company Limited.
Date of occurrence	<ol style="list-style-type: none"> 1. For civil cases (other than under insured incident – 4 tax protection), the date of occurrence is the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date the policyholder or an insured person first became aware of it.) 2. For criminal cases, the date of occurrence is when the insured person began or is alleged to have begun to break the law. 3. For insured incident - 4 tax protection, the date of occurrence is when HM Revenue and Customs first notifies in writing the intention to make enquiries. For VAT or employer compliance disputes, the date the dispute arises during the period of insurance following the issue of an assessment, written decision or notice of a civil penalty. 4. For insured incident 2 - legal defence, 5 statutory notice appeals, the date when the policyholder is issued with the relevant notice and has the right to appeal.
Employer compliance dispute	A dispute with HM Revenue & Customers concerning insured person's compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.
Insured person	The policyholder and the policyholder's directors, partners, trustees, committee members, managers, employees and any other individuals declared to us by the policyholder .
Legal nuisance	Any unlawful interference with the policy holder's use or enjoyment of the policy holder's land, or some right over, or in connection with it.
Preferred law firm or tax consultancy	A law firm, barristers' chambers or tax expert DAS choose to provide legal or other or tax consultancy services. These specialists are chosen as they have the proven expertise to deal with the insured person's claim and must comply with DAS agreed service standard levels, which we audit regularly.
Reasonable prospects	<ol style="list-style-type: none"> 1. For civil cases, the prospects that the insured person will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that DAS have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. DAS, or a preferred law firm or tax consultancy on DAS' behalf, will assess whether there are reasonable prospects. 2. For criminal cases there is no requirement for there to be prospects of a successful outcome, however for appeals the prospects must be at least 51%.
Tax enquiry	<p>A written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either:</p> <ol style="list-style-type: none"> 1. includes a request to examine any aspect of the insured person's books and records; or 2. advises of a check of the insured person's whole tax return.

Territorial limit	<p>For insured incidents 2 - legal defence (excluding 2.5), and 3 b. bodily injury The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia and Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.</p> <p>For all other insured incidents The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.</p>
The policyholder	The insured person named in the policy schedule.
VAT dispute	A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to your VAT affairs.

Insured incidents DAS will cover

1. Employment disputes and compensation awards

a. Employment disputes	<p>Costs and expenses to defend the policyholder's legal rights:</p> <ol style="list-style-type: none"> 1. prior to the issue of legal proceedings in a court or tribunal: <ol style="list-style-type: none"> a. following the dismissal of an employee; or b. where an employee or ex-employee has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure; 2. in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or 3. in legal proceedings in respect of any dispute with: <ol style="list-style-type: none"> a. a contract of employment with the policyholder; or b. an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.
What is not covered	<ol style="list-style-type: none"> 1. Any claim in respect of damages for personal injury or loss of or damage to property. 2. 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 2006 or the Transfer of Employment (Pension Protection) Regulations 2005, including any similar or successor legislation.
b. Compensation awards	<p>DAS will pay:</p> <ol style="list-style-type: none"> 1. any basic and compensatory award; and/or 2. an order for compensation following a breach of the policyholder's statutory duties under employment legislation in respect of a claim DAS have accepted under insured incident 1.a, <p>provided that:</p> <ol style="list-style-type: none"> 1. in cases relating to performance and/or conduct, the policyholder has throughout the employment dispute either: <ol style="list-style-type: none"> a. followed the ACAS code of disciplinary and grievance procedures 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 the DAS legal advice service. 2. for an order of compensation following the policyholder's breach of statutory duty under employment legislation the policyholder has at all times sought and followed advice from the DAS legal advice service since the date when the policyholder should have known about the employment dispute.

Legal protection (enhanced)

Policy wording

3. for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **the policyholder** has sought and followed advice from the **DAS** Claims Department, before starting any redundancy process or procedures with **the policyholder's** employees.
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**.

What is not covered

1. Any compensation award relating to the following:
 - a. trade union activities, trade union membership or non-membership;
 - b. pregnancy or maternity rights, paternity, parental or adoption rights;
 - c. health and safety related dismissals brought under section 44 of the Employment Rights Act 1996; or
 - d. statutory rights in relation to trustees of occupational pension schemes;
2. Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
3. Any award ordered because **the policyholder** has failed to provide relevant records to employees under the National Minimum Wage laws.
4. 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.
5. A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

c. Service occupancy

Costs and expenses to pursue a dispute with an employee or ex-employee to recover possession of premises owned by **the policyholder** or for which **the policyholder** is responsible.

What is not covered

Any claim relating to defending **the policyholder's** legal rights other than defending a counter-claim.

2. Legal defence

At **the policyholder's** request:

1. **costs and expenses** to defend the **insured person's** legal rights:
 - a. prior to the issue of legal proceedings when dealing with the:
 - i. police; or
 - ii. 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, provided that in so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the territorial limit shall be any place where the act applies.
Please note **DAS** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the business shown in the schedule.
2. **costs and expenses:**
 - a. to defend the **insured person's** legal rights if civil action is taken against the **insured person** for compensation under section 13 of the Data Protection Act 1998. **DAS** will also pay any compensation award made against the **insured person** under section 13 of the Data Protection Act 1998 provided **the policyholder** was registered with the Information Commissioner at the time of the incident.

Legal protection (enhanced)

Policy wording

- b. to represent the **insured person** in an appeal against the refusal of the Information Commissioner to register **the policyholder's** application for registration.

Please note **DAS** will not cover the costs of fines imposed by the Information Commissioner.

3. **costs and expenses** to defend **the policyholder's** legal rights following civil action taken against **the policyholder** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.
4. **costs and expenses** to defend the **insured person's** (other than **the policyholder**) legal rights if:
 - a. an event arising from their work as an employee leads to civil action being taken against them under legislation for unlawful discrimination; or
 - b. civil action is taken against them as a trustee of a pension fund set up for the benefit of **the policyholder's** employees.
5. **costs and expenses** to represent the **insured person** in appealing against the imposition or terms of any statutory notice issued under legislation affecting **the policyholder's** business.
6. **attendance expenses** of an **insured person** for jury service or attend any court or tribunal at the request of the **appointed representative**. The maximum **DAS** will pay is the **insured person's** net salary or wages for the time that they are absent from work less any amount **the policyholder**, the court or tribunal, have paid them.

What is not covered

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.

3. Property protection and bodily injury

a. Property protection

Costs and expenses in any civil action relating to material property which is owned by, or the responsibility of **the policyholder**, following:

1. any event which causes physical damage to such material property; or
2. a **legal nuisance**; or
3. trespass.

Please note that **the policyholder** must have established the legal ownership or right to the land that is subject of the dispute.

What is not covered

Any claim relating to the following:

1. a contract entered into by **the policyholder**;
2. goods in transit or goods lent or hired out;
3. goods at premises other than those occupied by **the policyholder** unless the goods are at such premises for the purpose of installations or use in work to be carried out by **the policyholder**;
4. mining subsidence;
5. defending **the policyholder's** legal rights other than in defending a counter-claim;
6. a motor vehicle owned or used by, or hired or leased to an **insured person** other than damage to motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles; or
7. the enforcement of a covenant by or against the **insured person**.

b. Bodily injury

At **the policyholder's** request, **DAS** will pay **costs and expenses** for an **insured person's** and their family members' legal rights following an event which causes the death of, or bodily injury to them.

What is not covered

Any claim relating to the following:

1. any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident;

Legal protection (enhanced)

Policy wording

2. defending an **insured person's** or their family members' legal rights other than in defending a counter-claim;
3. a motor vehicle owned or used by, or hired or leased to an **insured person** or their family members; or
4. clinical negligence.

4. Tax protection

Costs and expenses for an **appointed representative** in respect of any:

1. **tax enquiry;**
2. **employer compliance dispute;** or
3. **VAT dispute,**

provided that:

1. for all insured incidents, **the insured person** has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed; and
2. **DAS** will only cover tax claims which arise in direct connection with the activities of the business shown in the schedule.

What is not covered

1. Any claim relating to import or excise duties and import VAT.
2. Any claim arising from a tax avoidance scheme.
3. Any claim caused by the failure of **the insured person** to register for value added or pay as you earn tax.
4. Any claim arising from any investigation or enquiries undertaken by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office.
5. Any claim arising from any investigation or enquiry by HM Revenue and Customs into alleged dishonesty or alleged criminal offences.

5. Contract disputes

Costs and expenses in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by or on behalf of **the policyholder** 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, **the policyholder** will be responsible for the first £500 of **legal costs** including VAT, in each and every claim. If **the policyholder** is using a **preferred law firm or tax consultancy**, they will be asked to pay this within 21 days of the claim having been assessed as having **reasonable prospects**. If **the policyholder** is using your own law firm, this will be within 21 days of their appointment (following confirmation the claim has **reasonable prospects**). If **the policyholder** does not pay this amount the cover for the claim could be withdrawn.
2. if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim must exceed £250 including VAT.
3. if the dispute relates to money owed to **the policyholder**, a claim under this section is made within 90 days of the money becoming due and payable.

What is not covered

1. Any dispute arising from an agreement entered into prior to the start of this section if the **date of occurrence** is within the first 90 days of the start of this section, unless equivalent legal expenses insurance was in force immediately before.
2. Any claim relating to the following:
 - a. the settlement payable under an insurance policy (we will cover a dispute if an insurer refuses **the policyholder's** claim but not a dispute over the amount of a claim);
 - b. 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;
 - c. a loan, mortgage, pension or any other financial product and chose in action; or

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- d. a motor vehicle owned by, or hired or leased to, **the policyholder** other than agreements relating to the sale of motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.
3. A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with **the policyholder**.
4. A dispute which arises out of the:
 - a. sale or provision of computer hardware, software, systems or services; or
 - b. the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **the policyholder's** own specification,

other than agreements relating to the sale, provision, purchase or hire of computer hardware, software, systems or services where **the policyholder** is engaged in the business of selling, providing, purchasing or hiring computer hardware, software, systems or services.
5. A dispute arising from a breach or alleged breach of professional duty by an **insured person**.
6. The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

6. Tenancy disputes

Costs and expenses in any legal proceedings for civil action relating to a tenancy dispute between **the policyholder** and **the policyholder's** landlord arising from premises leased or rented to **the policyholder**.

What is not covered

Any dispute arising from or relating to rent, service charges or renewal of the tenancy agreement.

7. Statutory licence protection

Costs and expenses in appealing to the relevant statutory or regulatory authority, court, or tribunal following an event which results in the relevant licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling **the policyholder's** Licence or statutory registration or British Standard Certificate of Registration.

What is not covered

1. An original application or application for renewal of a statutory licence or British Standard Certificate of Registration.
2. Any licence appeal relating to the ownership, driving or use of a motor vehicle.

8. Debt recovery

Costs and expenses including enforcement of judgment to recover money and interest due from the sale or provision of goods or services,

provided that:

1. the debt exceeds £250.
2. a claim for debt recovery under this section is made within 90 days of the money becoming due and payable.
3. **DAS** have the right to select the method of enforcement, or to forego enforcing judgment, if **DAS** are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

What is not covered

1. Any debt arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the debt is due within the first 90 days of the indemnity provided by this section.
2. Any claim relating to the following:
 - a. the settlement payable under an insurance policy (we will cover a dispute if an insurer refuses **the policyholder's** claim but not for a dispute over the amount of a claim);
 - b. a lease, licence or tenancy of land or buildings;
 - c. a loan, mortgage, pension or any other financial product and chose in action;
 - d. a motor vehicle owned by, or hired or leased to, **the policyholder** other than agreements relating to the sale of motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.

3. A dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services, other than agreements relating to the supply, hire, sale or provision of computer hardware, software, systems or services where **the policyholder** is engaged in the business of supplying, hiring, selling or providing computer hardware, software, systems or services.
4. The recovery of money and interest due from another party where the other party intimates that a defence exists.
5. Any dispute which arises from debts **the policyholder** has purchased from a third party.

What is not covered by this section

1. Any claim reported to **DAS** more than 180 days after the date the **insured person** should have known about the insured incident.
2. **Costs and expenses** incurred before the written acceptance of a claim by **DAS**.
3. 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**.
4. Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
5. Any claim relating to rights under a franchise or agency agreement entered into by **the policyholder**.
6. Any insured incident deliberately or intentionally caused by an **insured person**.
7. A dispute with **DAS** or Hiscox not otherwise dealt with under condition 7.
8. Any claim relating to a shareholding or partnership share in **the policyholder** unless such shareholding was acquired under a scheme open to all employees of **the policyholder** or a substantial number of them of a certain minimum grade other than the directors or partners of **the policyholder**.
9. Judicial review, coroner's inquest or fatal accident inquiry.
10. Legal action an **insured person** takes which **DAS** or the **appointed representative** has not agreed to or where the **insured person** does anything that hinders **DAS** or the **appointed representative**.
11. When either at the commencement of or during the course of a claim, **the policyholder** is bankrupt or has filed a bankruptcy petition or winding-up petition, or has made an arrangement with its creditors, or has entered into a deed of arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator.
12. Any claim where an **insured person** is not represented by a law firm, barrister or tax expert.
13. Any claim relating to written or verbal remarks that damage the **insured person's** reputation.
14. Any claim caused by, or contributed to by, or arising from:
 - a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - c. war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any act of terrorism or alleged act of terrorism as defined by the Terrorism Act 2000; or
 - d. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

Conditions which apply to the whole section

1. **DAS** will not make any payment unless the **insured person** or **policyholder**:
 - a. notifies **DAS** immediately of any alteration which may materially affect their assessment of the risk;
 - b. gives **DAS** full details of any claim as soon as possible and gives **DAS** any information they need;

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Policy wording

- c. co-operate fully with **DAS** and with the **appointed representative** and must keep **DAS** up-to-date with the progress of the claim; and
 - d. keep to the terms and conditions of this section.
2. The **insured person** or **policyholder** must:
- a. take reasonable steps to keep any amount **DAS** have to pay as low as possible;
 - b. try to prevent anything happening that may cause a claim; and
 - c. send everything **DAS** ask for, in writing.
3. If the **insured person** or **policyholder**, or anyone on their behalf, tries to deceive **DAS** by deliberately giving **DAS** false information or making a fraudulent claim under this section then:
- a. **DAS** shall be entitled to give notice to terminate this section of the policy with effect from the date of any fraudulent act or claim or the provision of such false information;
 - b. **DAS** shall be entitled to refuse to make any payment under this section of the policy in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information;
 - c. the **insured person** or **policyholder** must reimburse all payments already made by **DAS** relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and
 - d. **DAS** shall be entitled to retain all premiums paid in respect of this section of the policy.

In the event of such circumstance arising, as part of its fraud prevention measures, **DAS** will at its discretion also share information with other parties such as the police, government bodies and anti-fraud organisations.

Where a fraudulent or exaggerated claim, or a false declaration in respect of a claim, has been made by an **insured person**, **DAS** will not void this section of the **policy** in respect of any innocent **insured person**.

- 4.
 - a. **DAS** can take over and conduct in the name of the **insured person**, any claim or legal proceedings at any time.
DAS can negotiate any claim on behalf of an **insured person**.
 - b. **DAS** shall choose the **appointed representative** to represent an **insured person** in any proceedings where **DAS** are liable to pay a compensation award. In any other case the **insured person** is 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 an **insured person** in those proceedings; or
 - ii. there is a conflict of interest.
 - c. Before an **insured person** chooses a lawyer or an accountant, **DAS** can appoint an **appointed representative**.
 - d. An **appointed representative** will be appointed by **DAS** and represent an **insured person** according to **DAS**' standard terms of appointment, which may include a 'no win, no fee' agreement. 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 give the **appointed representative** any instructions that **DAS** require.
- 5.
 - 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, **DAS** may refuse to pay further **costs and expenses**;

- c. **DAS** may decide to pay the **insured person** a reasonable amount subject to the maximum sum recoverable at law in settlement of damages that the **insured person** is claiming, or which is being claimed against them instead of starting or continuing legal proceedings.
6.
 - 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 **DAS** have to pay and must pay **DAS** any **costs and expenses** that are recovered.
7. If an **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses an **appointed representative** without good reason, the cover **DAS** provides will end at once, unless **DAS** agree to appoint another **appointed representative**.
8. If an **insured person** settles a claim or withdraws their claim without **DAS'** agreement, or does not give suitable instructions to an **appointed representative**, the cover **DAS** provides will end at once and **DAS** will be entitled to reclaim any **costs and expenses** paid by **DAS**.
9. If there is a disagreement about the way **DAS** handle a claim that is not resolved through **DAS'** internal complaints procedure, **DAS** and the **insured person** can choose a suitably qualified person to arbitrate. **DAS** and the **insured person** must both agree to the choice of this person in writing. Failing this, **DAS** will ask the president of a national association relevant to the arbitration to choose another suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.
10. **DAS** may, at their discretion, require **the policyholder** to obtain an opinion from counsel, at **the policyholder's** 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 **DAS**.
11. This section will be governed by English law.
12. All acts of Parliament within this policy section shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.
13. If the **insured person** or the **policyholder** does not comply with any condition of the policy, unless a more specific remedy is specified, **DAS** may reduce any payment they make under this section by an amount equal to the detriment **DAS** have suffered as a result.

Helpline services

Eurolaw commercial legal advice

Tax advice

Business assistance

Counselling

The employment manual

DAS provide these services 24 hours a day, seven days a week during the **period of insurance**. To help **DAS** check and improve their service standards, **DAS** may record calls.

DAS will give **the policyholder** 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.

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

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

DAS will provide all employees (including any members of their immediate family who permanently live with them) of **the policyholder** 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 **DAS** cannot control. Please do not phone **DAS** to report a general insurance claim.

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

DASbusinesslaw

document can be printed off for **the policyholder's** own use. Contact **DAS** at marketing@das.co.uk with **the policyholder's** email address, quoting **the policyholder's** policy number and **DAS** will contact them by email to inform them of future updates to the information.

At www.dasbusinesslaw.co.uk you will find a free, online reference full of the sorts of letters, articles and forms that will help you run your business successfully.

DASbusinesslaw users can also access interactive document builders, to help make composing commercial documents as easy as possible.

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

To access DASbusinesslaw, please go to www.dasbusinesslaw.co.uk and register your details. When asked for your policy number, please insert your Hiscox policy number and the password is **DAS472301**.

How DAS will use the insured person's information

DAS may need to send **insured person's** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers or members of the DAS UK Group. If the **insured person's** policy includes legal advice **DAS** may have to send the information outside of the European Economic Area in order to give the **insured person's** legal advice on non-European Union law.

DAS will not disclose the **insured person's** personal data to any other person or organisation unless **DAS** are required to by the **DAS** legal and regulatory obligations. For example, **DAS** may use and share the **insured person's** data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **DAS**. A copy is also accessible and can be downloaded via **DAS** website.

Data Protection

To provide and administer the legal advice service and legal expenses insurance **DAS** must process the **insured person's** personal data (including sensitive personal data) that **DAS** collect from the **insured person** in accordance with **DAS** Privacy Policy.

To do so, **DAS** may need to send the **insured person's** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers or members of the DAS UK Group. To give the **insured person** legal advice, **DAS** may have to send information outside the European Economic Area.

In doing this, **DAS** will comply with the Data Protection Act 1998. **DAS** will not disclose the **insured person's** personal data to any other person or organisation unless **DAS** are required to by the **DAS** legal and regulatory obligations, or for the prevention and detection of crime, including fraud and financial sanctions. To prevent and detect crime **DAS** may use and share the **insured person's** data with other organisations and public bodies, including the police and anti-fraud organisations.

For any questions or comments, or requests to see a copy of the information **DAS** hold about the **insured person**, please write to the Group Data Protection Controller at the **DAS** Head Office address which is;

DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited | **DAS** House | Quay Side | Temple Back | Bristol | BS1 6NH

How to make a complaint

DAS always aim to give you a high quality service. If you think **DAS** have let you down, please write to **DAS** Customer Relations Department at **DAS** Head Office address.

You can phone **DAS** on **0344 893 9013** or email **DAS** at customerrelations@das.co.uk. Details of **DAS** internal complaint - handling procedures are available on request.

If you are still not satisfied and are a small business, you can contact the Insurance Division of the Financial Ombudsman Service at: **Exchange Tower | London | E14 9SR**.

You can also contact them on: **0800 023 4567** (free from mobile phones and landlines), **0300 123 9123** or email them at **complaint.info@financial-ombudsman.org.uk**. Website: **www.financial-ombudsman.org.uk**.

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. You can contact the Legal Ombudsman Service at: **PO Box 6806 | Wolverhampton | WV1 9WJ**.

You can also contact them by telephone on **0300 555 0333** or email them at **enquiries@legalombudsman.org.uk**. Website: **www.legalombudsman.org.uk**

Using this service does not affect your right to take legal action.

Thank you for signing up with BusinessHR

Currently, BusinessHR had in excess of 65,000 registered clients that used BusinessHR reference tools, trusting in its quality service to inform them of the latest in HR and health and safety.

Like them, you can now enjoy support on HR and health and safety issues through BusinessHR's website. BusinessHR provide a range of support services at an additional cost.

To access the website, please register online at <http://hiscox.businessshr.net> using the last seven digits of your policy number and postcode to gain access to the website.

A risk management service at your fingertips

Included as standard through an easy to navigate website:

- access to a variety of the employee contracts, forms, policies, letters and a handbook that you may need to manage your staff
- a wide range of downloadable HR and health and safety guides
- a free online risk assessment for both HR and health and safety
- monthly e-newsletters, keeping you up-to-date with changes in the law

Available at an additional charge:

- advice helpline – when you register, you are entitled to one **free** call to the advice service of up to 30 minutes duration – just call 0870 626 0452. There is no further registration required for this.

The advice line is staffed by experienced advisors who will give you pragmatic guidance either by telephone or email. All advice given over the telephone is confirmed by email.

You are able to purchase additional time for just £95 plus VAT per hour, saving on solicitor's bills and reducing the risk of legal claims. All purchased unused time is saved for your next call and all advice given is confirmed by email.

- HR consultant services - BusinessHR's on site consultancy services cover all aspects of HR management such as grievances, disciplinaries, recruitment, redundancy programmes, training and development, job evaluation exercises or assistance with performance management issues, all of which are available to you at an attractive rate. To find out more please contact BusinessHR on 0845 355 0877.

Also available from BusinessHR are comprehensive compliance reviews which can, if required, incorporate convenient online updating of all your HR documentation as the fine detail of the law changes. To find out more just contact Business HR on 0845 355 0877.

Logging on

To log on, visit <http://hiscox.businessshr.net>. Please note that you must use this website to log-on. If you have any difficulty logging on, please telephone 0845 213 8191.