RENEWAL SCHEDULE

Policy: HU PIB 9324431 (47)



INSURANCE DETAILS

Period of Insurance: Continuous cover from 13 April 2023 until the policy is cancelled.

Underwritten by: Hiscox Underwriting Limited on behalf of the insurers listed for each section of the policy

General terms and 8354 WD-HSP-UK-GCC-GTC(3)

conditions wording: The General terms and conditions apply to this policy in conjunction with the specific wording

detailed in each section below

Property definitions

wording:

10656 WD-HSP-UK-GCC-PD

Property definitions apply to the Property sections of this policy in conjunction with the specific

wording detailed in each section below

Payment Method: Payment by Broker's Account

Anniversary Date: 13 April 2023

INSURED DETAILS

Insured: HCD Cleaning Ltd Address: Bestwood Hall

Bestwood Drive Clay Cross Chesterfield S45 9GA

Additional Insureds: There are no Additional Insureds on this policy.

Business: Cleaning contractors

PREMIUM DETAILS

 Annual Premium :
 £ 1,918.25
 Annual Tax :
 £ 230.19
 Total :
 £ 2,148.44

 Total Premium :
 £ 1,918.25
 Total Tax :
 £ 230.19
 Total :
 £ 2,148.44

Broker Administration Fee: £ 322.27



CLAIMS DETAIL

If you need to make a claim:

- For claims relating to buildings or contents please contact our claims team on : 0800 711 7156, available 8.30am – 5.30pm for household claims, 9.00am – 5.30pm for commercial claims, or contact your broker. If you wish to make a claim online, you can log most claims quickly and easily through our claims notification portal at https://claims.hiscox.co.uk/

Outside of normal business hours, if you require emergency assistance in relation to substantial damage to your property, you can speak to our 24-hour emergency assistance team using the telephone number above. Your policy schedule will state if buildings, contents or travel cover is included in your policy. If cover is not held we may be able to support you on a pay and claim basis. The team will then be able to direct you to essential tradesmen, emergency loss adjusters or disaster management companies in the event of substantial damage.

- If there is a claim (or potential claim) against you or the policyholder by a third party, you should contact your broker immediately. If this is not possible or you would prefer to contact us directly, please email us at liability.claims@hiscox.com. If you need to speak to a member of the claims team urgently, please call our team on 0800 711 7156, available 9.00am – 5.30pm for commercial claims. If you wish to make a claim online, you can log most claims quickly and easily through our claims notification portal at https://claims.hiscox.co.uk/

You will need to provide your full name and contact details, the address and postcode where the claim has occurred, the policy reference and circumstances of the claim. For commercial claims, you will also need to provide the name of the business or organisation, and the address and postcode.

The Important information and contact details section below contains additional information specific to the covers applicable to your policy.

If you are unsure of who to contact please call our team on : $0800\ 711\ 7156$, available 8.30am -5.30pm for Household claims, 9.00am -5.30pm for Commercial claims. They will ensure you get through to the correct claims team and let you know what actions you need to take.

SPECIFIC LIMIT FOR PROFESSIONAL INDEMNITY

Section wording: 10655 WD-HSP-UK-GCC-PI(3)
Insurer: Hiscox Insurance Company Limited

Limit of indemnity: £ 50,000

Limit applies to: any one claim and in the aggregate including defence costs

Excess: £ 500

Excess Applies to: each claim or loss excluding defence costs

Geographical Limits: Worldwide

Applicable Courts: England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Business Activities

Cleaning Contractors

Endorsements

400.1 Retroactive date: Business performed in the past



6738.0 Amendment of cover: cyber claims and losses

PUBLIC AND PRODUCTS LIABILITY

Section wording: 8355 WD-HSP-UK-GCC-GL(5) **Insurer**: Hiscox Insurance Company Limited

Limit of indemnity: £ 5,000,000

Limit applies to: Each claim with defence costs paid in addition other than for pollution and

for products to which a single aggregate policy limit including defence costs applies.

Excess: £ 150

Excess Applies to: each agreed claim for property damage only

Geographical Limits: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands

£ 250

and the Republic of Ireland

Applicable Courts: England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands and the

Republic of Ireland

Special limits (included within and not in addition to the overall limit/amount insured above)

Criminal defence costs £ 250,000 in the aggregate

Pollution defence costs £ 100,000 in the aggregate

Court attendance compensation - employees £ 100

(per day)

Court attendance compensation - directors (per

day)

Loss of keys \pounds 150,000 in the aggregate Unauthorised use of telephones \pounds 50,000 in the aggregate Financial loss \pounds 250,000 in the aggregate

Losses from fraud & dishonesty £ 25,000 any one claim but limited to £100,000 in the

aggregate

Special Excesses

Loss of keys£ 150 each and every lossUnauthorised use of telephones£ 150 each and every lossFailure to secure premises£ 150 each and every lossLosses from dishonesty excess£ 500 each and every loss

Financial loss £ 1,000 or 10% of the agreed settlement value of the claim,

whichever is the greater

What is not Covered

Claims first brought in the USA are NOT covered

Endorsements



457.0 Working at height amendment (cleaning contractors)

6735.0 Removal of cover: cyber claims

EMPLOYERS LIABILITY

Section wording: 8356 WD-PIP-UK-GCC-EL

Insurer: Hiscox Insurance Company Limited

Limit of indemnity: £ 10,000,000

Limit applies to : All claims and their defence costs which arise from the same accident or event

Geographical Limits: Worldwide

Applicable Courts: England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

£ 250

£ 100

Special limits (included within and not in addition to the overall limit/amount insured above)

Criminal defence costs £ 100,000 in the aggregate

Court attendance compensation - directors (per

day)

Court attendance compensation - employees

(per day)

Terrorism £ 5,000,000 in the aggregate

Endorsements

3040.0 Employers' Liability Tracing Office (ELTO) and your data

3121.0 Employers liability insurance - mandatory information required

6734.0 Confirmation of cover: cyber claims



PROPERTY - CONTENTS

8357 WD-PIP-UK-GCC-PYC Section wording:

Insurer: Hiscox Insurance Company Limited

Bestwood Hall Premises:

Bestwood Drive Clay Cross Chesterfield S45 9GA

Item Description Amount insured Excess

General contents £ 150 £ 10.000

Amount insured: £ 10,000

total amount insured Limit applies to:

Excess: £ 150

Excess Applies to: each and every loss

Additional cover (in addition to the overall limit/amount insured above)

Costs following glass breakage £ 10,000

Additions to contents £ 10,000 or 10% of the amount insured for contents, whichever

is the greater

Money on premises whilst open £5,000 Money- in transit and private residencies £ 2.500 Money: at all other times £ 1,000 Money: non-negotiable instruments £ 1,000,000 Reconstitution of data £ 5.000 Lock replacement £ 10,000 Building damage by theft £ 10,000

Personal assault: death £ 10,000 per person Personal assault: total loss, or permanent and £ 10,000 per person

total loss of use, of one or more limbs

Personal assault: total and irrecoverable loss of £ 10,000 per person

sight in one or both eyes

Personal assault: disablement which totally £ 100 per week up to a maximum of 104 weeks prevents the injured person from carrying out

all parts of their usual occupation

Contents temporarily elsewhere including whilst in transit are NOT covered

Contents kept at home are NOT covered

(included within and not in addition to the overall limit/amount insured above) **Special limits**



Fraud and dishonesty is NOT covered

Computer breakdown £ 5,000 total amount insured across all Property sections combined

Endorsements

66.1 Theft restriction endorsement

240.5 Minimum security conditions

1239.0 Removal of cover: communicable diseases and other risks

6729.0 Removal of cover: cyber claims and losses

PROPERTY - PORTABLE EQUIPMENT (UK/IRELAND)

Section wording: 8359 WD-HSP-UK-GCC-TE(5) Insurer: Hiscox Insurance Company Limited **Description:** Tools & Equipment and Hired in plant UK

Item Description Amount insured Excess

Tools & equipment and Hired-In Plant UK £ 150 £ 6,000

Amount insured: £ 6,000

total amount insured Limit applies to:

Excess: £ 150

each and every loss **Excess Applies to:**

Geographical Limits: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel

Additional cover (in addition to the overall limit/amount insured above)

Personal effects £ 1,000 in the aggregate Lock replacement £ 1,000 in the aggregate Identity fraud £ 1,000 in the aggregate Continuing hire charges £ 10,000 in the aggregate Removal of debris £ 10,000 in the aggregate

Special Excesses

Hired in plant & machinery standard excess £ 500 each and every loss Hired in plant & machinery excess in respect of £ 1,000 each and every loss

fire, theft and malicious damage

What is not Covered



Endorsements

366.1 Noting a financial interest366.1 Noting a financial interest

1240.0 Removal of cover: communicable diseases and other risks

6733.0 Removal of cover: cyber claims and losses

COMMERCIAL LEGAL PROTECTION (DAS)

Section wording: 8215 WD-HSP-UK-CON-DAS
Insurer: Hiscox Insurance Company Limited

Section limit: £ 100,000

Endorsements

519.1 Commercial legal protection (Contractors scheme)

3072.0 Debt recovery extension3073.0 Contract disputes extension

CERTIFICATE

Policy: HU PIB 9324431 (47)



Certificate of professional indemnity insurance

Insured name:	HCD Cleaning Ltd				
Address:	Bestwood Hall				
, ida ees.	Bestwood Drive				
	Clay Cross				
	Chesterfield]		
Postcode:	S45 9GA	Country:	United Kingdom		
	3.3 33.1	,	oa rungaa		
Delisessesses	0004404		1		
Policy number:	9324431				
	Hiscox Insurance Company Limited				
Insurer:					
Period of insurance:	Continuous cover from 13/04/2023 until the policy is cancelled.				
Retroactive date:	13th April 2016				
	104174011 2010				
	0 -0 000				
Limit of indemnity:	£ 50,000				
Additional insureds:					
	Signed on behalf of Hiscox Underwriting Limited as agent for the insurers				
	July Die				

Jon Dye

CEO, Hiscox UK

Note: this certificate is for information purposes only and does not contain the full terms, conditions and exclusions of the insurance cover and does not constitute a contract of insurance.

CERTIFICATE

Policy: HU PIB 9324431 (47)



Certificate of Public and products liability insurance

Jon Dye

CEO, Hiscox UK

Insured name:	HCD Cleaning Ltd				
Address:	Bestwood Hall Bestwood Drive Clay Cross				
Postcode:	S45 9GA Country: United Kingdom				
Policy number:	9324431				
Insurer:	Hiscox Insurance Company Limited				
Period of insurance:	Continuous cover from 13/04/2023 until the policy is cancelled.				
Limit of indemnity:	£ 5,000,000				
Additional insureds:					
Signed on behalf of Hiscox Underwriting Limited as agent for the insurers					
	Jenther Dye				

Note: this certificate is for information purposes only and does not contain the full terms, conditions and exclusions of the insurance cover and does not constitute a contract of insurance.



The General Terms of this policy and the terms, conditions and exclusions of the relevant section all apply to this endorsement except as modified below:

Professional indemnity: endorsements

Clause 400.1

Retroactive date: Business performed in the past

We will not make any payment for any claim or loss which arises from any **business activity** performed or any dishonesty committed, or if applicable any document, information or data lost, damaged or destroyed, before: 13th April 2016



Clause 6738.0 Amendment of cover: cyber claims and losses

A. Additional definitions

The following are added to **Special definitions for this section**:

Computer or digital technology

Any **programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

Computer or digital technology error

Any negligent act, error or omission by anyone in the:

- 1. creation, handling, entry, modification or maintenance of; or
- 2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,

any computer or digital technology.

Cyber attack

Any digital attack or interference, whether by a hacker or otherwise, designed to:

- 1. gain access to;
- extract information from;
- 3. disrupt access to or the operation of; or
- 4. cause damage to,

any data or computer or digital technology, including but not limited to any:

- programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.



Hacker

Anyone, including an employee of **yours**, who gains unauthorised access to or unauthorised use of any:

- 1. computer or digital technology; or
- 2. data held electronically by you or on your behalf.

Personal data

Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.

Social engineering communication

Any request directed to **you** or someone on **your** behalf by a person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to.

B. Changes to What is covered

What is covered, Claims against you, negligence or breach of a duty of care in connection with the transmission of a computer virus or a denial of service attack, is deleted.

What is covered, Your own losses, Dishonesty of your employees, sub-contractors and outsourcers, is deleted.

What is covered, Your own losses, Loss of documents, is amended to read as follows:

If during the **period of insurance** any tangible document of **yours** which is necessary for the performance of **your business activity** is physically lost, damaged or destroyed while in **your** possession, **we** will pay the reasonable expenses **you** incur with **our** prior written agreement in restoring or replacing it.



C. Additional exclusions

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to or contributed to by, resulting from or in connection with any:

- a. cyber attack;
- b. hacker;
- c. social engineering communication;
- d. fear or threat of a. to c. above; or
- e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to or contributed to by, resulting from or in connection with any computer or digital technology error.

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to or contributed to by, resulting from or in connection with any failure or interruption of service provided by an internet service provider, telecommunications provider, utilities supplier or other infrastructure provider.

We will not make any payment for any claim or part of a claim or loss relating to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to **personal data**. However, this does not apply to any covered claim or part of a covered claim made against **you** by a client which arises directly from **your** performance of a **business activity** for that client and which is not otherwise excluded by this **endorsement**. The most **we** will pay is the lesser of:

- 1. £250,000; or
- 2. The overall limit of indemnity shown on the schedule,

for the total of all such claims and losses, including their **defence costs**, regardless of the number of claims or losses. This is included within, and not in addition to, the overall limit of indemnity shown in the schedule.

D. Changes to How much we will pay

All references to **your** own losses arising from dishonesty are deleted from **How much we will pay**, **Special limits**, Aggregate limit for dishonesty, physical damage and injury.



E. Changes to Control of defence

Control of defence is amended to read as follows:

We have the right, but not the obligation, to take control of and conduct in **your** name the investigation, settlement or defence of any or any part of a claim.

You must give **us** the information and co-operation which **we** may reasonably require and take all reasonable steps to defend any claim. **You** should not do anything which may prejudice **our** position.

Appointment of legal representation

We have the right, but not the obligation, to select and appoint an adjuster, lawyer or any other appropriate person of **our** choosing to deal with the claim.

Partially covered claims

We will not pay any part of a claim and its associated costs which is not covered by this section. If a claim is made which is not wholly covered by this section or is brought against **you** and any other party who is not covered under this section, then at the outset of the claim, **we** and **you** agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim or associated costs, including **defence costs** on the basis of the relative legal and financial exposures.

Advancement of defence costs

We will pay **defence costs** covered by this section on an ongoing basis prior to the final resolution of any claim. However, **we** will not pay any **defence costs** in connection with any claim or part of a claim which is not covered under this section. **You** must reimburse **us** for any **defence costs** paid where it is determined there is no entitlement under this section.

Payment of full limit of indemnity

We will have no further duty to indemnify you against any claim where we pay you the applicable limit of indemnity as described in **How much we will pay**, Paying out the limit of indemnity, or if the overall limit of indemnity stated in the schedule has been exhausted.

Payment of excess

Our duty to make any payment under this section arises only after the applicable **excess** is fully paid. The **excess** will only be eroded by the covered parts of a claim.

Disputes

For the purposes of **Control of defence** in this section of the **policy**, the **General condition** within the **General terms and conditions** which provides for the resolution of disputes arising out of or relating to this insurance by arbitration, is amended to read as follows:

Any dispute as to whether to settle or to continue the defence of a claim or as to the fair allocation of any partially covered claim and its associated costs, will be referred to a single Queen's Counsel (or equivalent in this or any other jurisdiction) to be mutually agreed or in the absence of such agreement to be nominated by the President of the Law Society of England & Wales. The opinion of such Queen's Counsel shall be binding on **you** and **us** in relation to matters referred under this clause. The costs of such opinion shall be met by **us**.



Public and products liability: endorsements

Clause

457.0

Working at height amendment (cleaning contractors)

What is not covered, 8. Working at height is amended to read as follows:

any work undertaken where you are at a height exceeding 5 metres from ground level when outside a building or structure or 5 metres from floor level when inside a building or structure.



Clause 6735.0

Removal of cover: cyber claims

The following are added to Special definitions for this section:

Computer or digital technology

Any **programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

Computer or digital technology error

Any negligent act, error or omission by anyone in the:

- 1. creation, handling, entry, modification or maintenance of; or
- 2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,

any computer or digital technology.

Cyber attack

Any digital attack or interference, whether by a **hacker** or otherwise, designed to:

- gain access to;
- extract information from;
- 3. disrupt access to or the operation of; or
- 4. cause damage to,

any data or computer or digital technology, including but not limited to any:

- programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.



Hacker

Anyone, including an employee of **yours**, who gains unauthorised access to or unauthorised use of any:

- 1. computer or digital technology; or
- 2. data held electronically by you or on your behalf.

Personal data

Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.

The following is added to What is not covered:

Cyber incidents

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to any:

- a. cyber attack;
- b. hacker;
- c. computer or digital technology error;
- d. any fear or threat of a. to b. above; or
- e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.

Personal data

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to **personal data**.



Employers' liability: endorsements

Clause 3040.0

Employers' Liability Tracing Office (ELTO) and your data

Your policy details will be added to the Employers Liability Database, managed by the Employers Liability Tracing Office (ELTO). This data will be available for search by registered users as well as individual claimants on a limited basis, who wish to verify the Employers' liability insurer of an employer at a particular point in time.

You can find out more:

- from your insurance adviser (if you have one); or
- by contacting us; or
- at www.elto.org.uk.

Clause 3121.0

Employers liability insurance - mandatory information required

You must provide **us** with the following information for each entity insured under this section of the **policy**:

- 1. Employer name; and
- 2. Full address of employer including postcode; and
- 3. HMRC Employer Reference Number (ERN).

If any insured entity does not have an ERN, **you** must provide **us** with one of the following reasons:

- a. The entity has no employees; or
- b. All staff employed earn below the current Pay As You Earn (PAYE) threshold; or
- c. The entity is not registered in England, Wales, Scotland or Northern Ireland.

You must inform **us** immediately of any changes to the above information. This information is required by **us** to enable compliance with mandatory regulatory requirements for Employers' liability insurance.

Clause

6734.0

Confirmation of cover: cyber claims

The following is added to What is covered:

Cyber claims

We will pay for any claim that is otherwise covered under this section, where such claim arises from a cyber attack, hack or other computer or cyber-related incident.



Property - Contents: endorsements

Clause 66.1

Theft restriction endorsement

We will not make any payment for theft or disappearance of property from the insured **office** covered unless involving forcible or violent entry or exit.



Clause 240.5

Minimum security conditions

We will not make any payment for **damage** unless the physical security measures at the **business premises** comply with the following criteria and all devices are put into full and effective operation whenever the premises are closed for business or left unattended:

- 1. The final exit door is secured by:
 - a. a mortice deadlock conforming to or superior to BS3621; or
 - b. a rim automatic deadlock conforming to or superior to BS3621; or
 - c. a key operated multi-point locking system having at least three locking bolts.
- Any other external door or internal door providing access to any part of the building not occupied by you, which is not officially designated a fire exit by the local fire authority, is secured by:
 - a. a locking device specified in 1 above; or
 - b. by two key operated security bolts to engage the door frame.
- 3. Any other external door or internal door which is officially designated a fire exit by the local fire authority is secured by:
 - a. a panic bar locking system incorporating bolts which engage both the head and sill of the door frame; or
 - a mortice lock having specific application for emergency exit doors and which is operated from the inside by means of a conventional handle and/or thumb turn mechanism.
- 4. All ground and basement level opening windows and any upper floor opening windows or skylights accessible from roofs, balconies, fire escapes, canopies, downpipes and other features of the building are:
 - a. secured by means of a key-operated locking device; or
 - b. permanently screwed shut.

Please note:

- (i) The local fire authority must be consulted before **you** replace or augment the existing locking device fitted to a designated emergency exit door; and
- (ii) The provisions of specification 4 do not apply to windows or skylights that are protected by means of either:
 - a. fixed round or square section solid steel bars not more than 10 cm apart; or
 - b. fixed expanded metal, weld mesh or wrought ironwork grilles; or
 - c. proprietary collapsible locking gate grilles.



Clause 1239.0 Removal of cover: communicable diseases and other risks

We do not make any payment for:

- 1. 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; or
- 2. 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. $\hspace{1cm}$ 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 a or b above, it will be for **you** to show that the clause does not apply.

If this **endorsement** conflicts with any existing exclusion under this section of the **policy**, the corresponding exclusion in this **endorsement** will apply.



Clause 6729.0

Removal of cover: cyber claims and losses

What is covered, Lock replacement, is amended to read as follows:

The costs **you** incur to replace locks and keys necessary to maintain the security of the **insured premises** or any safes or security control apparatus following theft or loss or misuse of physical security keys occurring during the **period of insurance**. However this does apply to the unauthorised modification of any digital or electronic locks.

What is not covered 1. h. 'a virus or hacker.' is deleted.

The following is added to What is not covered:

We will not make any payment for **damage** to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:

- a. a cyber attack or fear or threat of a cyber attack;
- b. a hacker or fear or threat of a hacker; or
- c. its digital connectivity to any other item of **computer or digital technology** which has been directly affected by a **cyber attack** or **hacker**.

We will however cover any other **damage**, loss, cost or expense insured under this section which is caused by the **cyber attack** or **hacker**.

We will not make any payment for **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a **computer or digital technology error**.

We will not make any payment for loss or **damage** due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full. **We** will not make any payment for loss arising from any electronic, online or crypto currency, including Bitcoin.



Property - Portable equipment: endorseme	nts
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Clause 366.1 Noting a financial interest

The interest of Siemens Financial Services Ltd, 32 Queen Square, Bristol, BS1 4ND as

Reference Number: A81967/001 is noted in the insured property

Clause 366.1 Noting a financial interest

The interest of Dell Financial Services, 31 queen square, Bristol, BS1 4ND as lessor of the equipment in respect of agreement number 2010154337001 is noted in the insured

property

Clause 1240.0 Removal of cover: communicable diseases and other risks

We do not make any payment for any damage, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:

1. terrorism;

2. civil commotion in Northern Ireland;

war;

4. confiscation;

nuclear risks;

6. **communicable disease** or the fear or threat of **communicable disease**; or

7. any action taken in controlling, preventing, suppressing or in any way responding to 1. to 6. above.

If there is any dispute between **you** and **us** over the application of 1 or 2 above, it will be for **you** to show that the clause does not apply.

If this **endorsement** conflicts with any existing exclusion under this section of the **policy**, the corresponding exclusion in this **endorsement** will apply.



Clause 6733.0

Removal of cover: cyber claims and losses

What is not covered 1. c. 'a virus or hacker.' is deleted.

What is not covered 1. h. 'any computer virus.' is deleted.

What is not covered 1. j. 'a virus or hacker.' is deleted.

These above amendments only apply where the applicable exclusion is incorporated into the Property – Portable equipment, Property – Contents; or Property – Technical equipment section of **your policy**.

The following is added to What is not covered:

We will not make any payment for damage to, or any loss, cost or expense arising in respect of any item of computer or digital technology which is directly caused by:

- a. a cyber attack or fear or threat of a cyber attack;
- b. a hacker or fear or threat of a hacker; or
- c. its digital connectivity to any other item of **computer or digital technology** which has been directly affected by a **cyber attack** or **hacker**.

We will however cover any other **damage**, loss, cost or expense insured under this section which is caused by the **cyber attack** or **hacker**.

We will not make any payment for **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a **computer or digital technology error**.

We will not make any payment for loss or **damage** due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.



Commercial legal protection: endorsements

Clause 519.1

Commercial legal protection (Contractors scheme)

DAS Commercial Legal Expenses Company Limited (DAS) provide the cover and manage all claims under this section.

In any direct correspondence with DAS, please ensure you provide your Hiscox policy number and the following DAS reference: TS5/6288136

Clause 3072.0

Debt recovery extension

The following is added to What is covered:

Debt recovery

We will negotiate for **the policyholder's** legal rights 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. **We** have the right to select the method of enforcement, or to forego enforcing judgment if **we** are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

The following is added to What is not covered:

- 1. Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the **date of occurrence** is 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;
- (b) a lease, licence or tenancy of land or buildings;
- (c) a loan, mortgage, pension or any other financial product and choses in action;
- (d) a motor vehicle owned by, or hired or leased to, the policyholder



Clause 3073.0

Contract disputes extension

We will negotiate for the policyholder's legal rights 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 in each and every claim.

- $2. \ \mbox{lf}$ the amount in dispute is payable in instalments, the instalments due and payable at the time of
- making the claim exceed £250.
- 3. If the dispute relates to money owed to **the policyholder**, a claim under the **policy** is made within

90 days of the money becoming due and payable.

The following is added to What is not covered:

- 1. Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the **date of occurrence** is 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;
- (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 choses 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 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.
- 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.



Endorsements which apply to whole policy

Clause

603.1

Commercial assistance and legal advice helpline

This policy gives you access to a legal advice helpline to assist in the day-to-day running of your business.

This helpline is available 24 hours a day, 7 days a week and will ensure you have the best advice when your business is facing legal issues at home or abroad on issues such as:

• Employment

Prosecutions

Discrimination in the workplace

Health & safety

European law

Helpline number: +44 (0)800 840 2269

Helpline hours: 24 hours a day, 7 days a week

This helpline is provided by DAS Legal Expenses Insurance Company Ltd. as a service for eligible Hiscox policyholders.

Clause 1236.0

Special definition: Communicable disease

The following is added to **Special definitions for all property sections**:

Communicable disease

Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.



Clause 6727.0

Additional definitions: cyber

The following are added to the Property definitions. These amendments only apply to the Property definitions where the Property definitions are incorporated into the Property sections of **your policy**.

Computer or digital technology

Any **programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

Computer or digital technology error

Any negligent act, error or omission by anyone in the:

- 1. creation, handling, entry, modification or maintenance of; or
- on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,

any computer or digital technology.

Cyber attack

Any digital attack or interference, whether by a hacker or otherwise, designed to:

- 1. gain access to;
- 2. extract information from;
- disrupt access to or the operation of; or
- 4. cause damage to,

any data or computer or digital technology, including but not limited to any:

- a. programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.



Hacker

Anyone, including an employee of **yours**, who gains unauthorised access to or unauthorised use of any:

- 1. computer or digital technology; or
- 2. data held electronically by **you** or on **your** behalf.

Program(s)

A set of instructions in a computer language which tells a computer how to process data or interact with ancillary equipment, systems or devices.

Clause 25.2 Continuous policy endorsement

- We agree to give you continuous cover under this policy. To achieve this, all the references in this policy to period of insurance shall be for a continuous period starting with the date in the schedule, until either you or we cancel this policy. However, you must tell us as soon as reasonably practicable if any of the current actual figures exceed the maximum shown in the latest Duty of Disclosure Reminder.
- 2. Cancellation clause 5 in the General Terms and Conditions of this **policy** is replaced by the following:

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 for which **you** have already paid. However, we will not refund any premium under £10.

We may also cancel the **policy** if any premium remains unpaid 21 days after the due date. In such cases **we** will cancel the **policy** by giving seven days' notice. Where **we** cancel the **policy** for non-payment of premium, cover will cease on the date the premium was due.

3. In view of the continuous nature of this **policy**, we may at our discretion amend its premium and/or terms and conditions and we will tell you of our intention to do so. If you are unhappy with our proposed amendments, you will have the option to decline to continue this insurance. We will give you at least 30 days' notice of any changes.



Clause

Using your personal information

Hiscox is a trading name of a number of Hiscox companies. The specific company acting as a data controller of your personal information will be listed in the documentation we provide to you. If you are unsure you can also contact us at any time by telephoning 01904 681198 or by emailing us at dataprotectionofficer@hiscox.com

We collect and process information about you in order to provide insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide.

For further information on how your information is used and your rights in relation to your information please see our privacy policy at www.hiscox.co.uk/cookies-privacy.



INFORMATION ABOUT US

Name

Registered address 22 Bishopsgate

London EC2N 4BQ United Kingdom

Company registration Registered in England number 02372789

Status Authorised and regulated by the Financial Conduct Authority

This policy is underwritten by on behalf of the insurers listed below.

Insurers

These insurers provide cover as specified in each section of the schedule.

Name Hiscox Insurance Company Limited

Registered address 22 Bishopsgate

London EC2N 4BQ United Kingdom

Company registration Registered in England number 00070234

Status Authorised and regulated by the Prudential Regulation Authority and the Financial Conduct Authority

Name DAS Legal Expenses Insurance Company Limited

Registered address DAS House, Quay Side, Temple Back

Bristol BS1 6NH



United Kingdom

Company registration Registered in England number 00103274

Status Authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority



Cleaning contractors portfolio Policy wording

A seamless integrated insurance solution for cleaners.

Please read this insurance document, 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.



Cleaning contractors portfolio

Policy wording

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**.

Steve Langon
Steve Langan

CEO, Hiscox Insurance Company

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 68119
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.



Cleaning contractors: general terms and conditions

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

- The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or
- b. exposure to asbestos, asbestos fibres or materials containing asbestos; or
- c. the 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

- Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination.
- b. 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:

- a. is committed for political, religious, ideological or similar purposes; and
- b. is intended to influence any government or to put the public, or any section of the public, in fear; and
- c. i. involves violence against one or more persons; or
 - ii. involves damage to property; or
 - iii. endangers life other than that of the person committing the action; or
 - iv. creates a risk to health or safety of the public or a section of the public; or
 - v. is 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.



Cleaning contractors: general terms and conditions

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

- 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



Cleaning contractors: general terms and conditions

the date when your circumstances changed. This may result in us making no payment for a particular claim or loss.

Reasonable precautions

You must:

- take reasonable steps to prevent accident or injury and to protect your property against loss or damage; and
- keep any property insured under this **policy** in good condition and repair; h.
- use reasonable care in the selection, training and supervision of employees; C.
- d. take reasonable steps to comply with all relevant statutory requirements; and
- take all reasonable steps to activate all security measures as required by your client to secure any premises where you have been carrying out your business after you have completed your work.

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 noncompliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.

Premium payment

We will not make any payment under this policy until you have paid the premium.

Cancellation

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

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

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.



Cleaning contractors: general terms and conditions

Governing law

 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

Your obligations

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.

- 1. We will not make any payment under this policy unless you:
 - 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. notify **us** of any impending prosecution, inquest or fatal injury for which there may be liability under this **policy** by the end of the next business day; and
 - give us, at your expense, any information which we may reasonably require and cooperate fully in the investigation of any claim under this policy.

You must:

- 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**.

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:

- 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;
- 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.

Fraud



Cleaning contractors - professional indemnity

Policy wording

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

Special definitions for this section

Business activity

The activities shown in the schedule, which you perform in the course of your business.

Defence costs

Costs incurred with our prior written agreement to investigate, settle or defend a claim against you.

You/your

Also includes any person who was, is or during the period of insurance becomes your partner or director or senior manager in actual control of your operations.

What is covered

Claims against you

If during the period of insurance, and as a result of your business activity within the geographical limits for clients, any party brings a claim against you for:

- negligence or breach of a duty of care; a.
- b. negligent misstatement or negligent misrepresentation;
- infringement of intellectual property rights including copyright, patent, trademark or moral C. rights or any act of passing-off;
- defamation:

we will indemnify you against the sums you have to pay as compensation.

We will pay defence costs but we will not pay costs for any part of a claim not covered by this section.

Avoiding a potential claim against you

If your client has reasonable grounds for being dissatisfied with the work you have done, refuses to pay for any or all of it, including amounts you legally owe to sub-contractors at the date of the refusal, and threatens to bring a claim against you for more than the amount owed, it may be possible to settle the dispute with the client by your agreeing not to press for the disputed amount. If so, we will pay you the amount owed to you at that time if we believe that this will avoid a legitimate claim for a greater amount and **we** have given **our** prior written approval to settling in this way and for this amount.

Alternatively, if it is not possible to reach agreement with the client on this basis but we still believe that by not pressing for the disputed amount you will avoid a legitimate claim or counterclaim for a greater amount, we will pay the amount owed to you at that time. If a claim is still brought, we will deal with it but our total payment, including what we have already paid you or on your behalf, will not exceed the applicable limit of indemnity shown in the schedule. You must return the amount we have paid if you eventually recover the debt less your reasonable expenses.

Once we agree to make this payment you will assign to us such rights as you have in relation to the amounts owed to you.

We will not make any payment for any part of a claim not covered by this section.

Your own losses

Loss of documents

If during the period of insurance any document, information or data of yours which is necessary for the performance of your business activity is lost, damaged or destroyed while in your possession, we will cover you against the cost of restoring or replacing it.

What is not covered

- A. We will not make any payment for any claim or loss directly or indirectly due to:
- Matters specific to your business
- any investment of, or direct advice on the investment of, client funds. 1.
- 2. any survey or valuation of physical property or any construction or erection work, other than heating, lighting, electrical, venting and other work normally undertaken by a building services engineer.



Cleaning contractors – professional indemnity

Policy wording

- your operation or administration of any pension or employee benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them, or your breach of any legislation or regulation related to these activities.
- 4. **your** liability for any breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.
- 5. any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
- 6. breach of confidence or misuse of any information or infringement of any right to privacy.
- the work of any personnel supplied by you to a client, unless you have breached a duty of care in supplying them.
- 8. transmission of a computer virus.
- your liability under any contract which is greater than the liability you would have at law without the contract.

Matters insurable elsewhere

- 10. the death or any bodily or mental injury or disease suffered by anyone.
- 11. anyone's employment with or work for you, or any breach of an obligation owed by you as an employer or any kind of discrimination, harassment or unfair treatment. This does not apply to a claim for discrimination, harassment or unfair treatment arising directly from your breach of a duty of care in the performance of a business activity.
- 12. the ownership, possession or use of any land or building, any animal, any aircraft, watercraft or any motor vehicle.
- 13. the loss, damage or destruction of any tangible property other than documents in your care, custody or control in connection with a business activity for a client. This clause does not apply to your own loss under the loss of documents cover in What is covered.
- 14. the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.
- 15. the loss or distortion of any data of yours held electronically.
- 16. any personal liability incurred by a director or officer of **yours** when acting in that capacity or managing **your** business, or **your** breach of any fiduciary duty, or any statement, representation or information concerning **you** or **your** business contained in **your** accounts, reports or financial statements.
- 17. **your** supply, manufacture, sale, installation or maintenance of any product.
- 18. any dishonesty of **your** individual partners, directors, employees or self-employed freelancers directly contracted to **you** or under **your** supervision.

Deliberate, reckless or dishonest acts

- 19. any statement **you** knew, or ought reasonably to have known, was defamatory at the time of publication.
- any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore.

Pre-existing problems

21. anything, including any actual or alleged shortcoming in your work, likely to lead to a claim against you, which you knew or ought reasonably to have known about, before we agreed to insure you.

Date recognition

22. date recognition.

War, terrorism and nuclear

23. war, terrorism or nuclear risks.

Asbestos

- 24. asbestos risks.
- B. We will not make any payment for:

Claims brought by a related party

1. any claim brought by an insured within the definition of **you** or any party with a financial, executive or managerial interest in **you**, including any parent company or any party in which **you** have a financial, executive or managerial interest, including any subsidiary company. This does not apply to a claim based on a liability to an independent third-party directly arising out of the performance of **your business activity**.



Cleaning contractors – professional indemnityPolicy wording

Restricted recovery rights

2. that part of any claim where **your** right of recovery is restricted by any contract.

Consequential loss

3. your lost profit, mark-up or liability for VAT or its equivalent.

Trading losses

 any trading loss or trading liability including those arising from the loss of any client, account or business.

Non-compensatory payments

fines and contractual penalties, tax liabilities or debts, aggravated, punitive or exemplary damages, and additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section.

Claims outside the applicable courts

6. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.

This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

How much we will pay

The most **we** will pay for the total of all claims, losses and **defence costs** is the single limit of indemnity shown in the schedule, irrespective of the number of claims. **You** must pay the **excess** shown in the schedule for each claim, including **defence costs**.

For lost, damaged or destroyed documents, information or data, **we** will pay the reasonable expenses **you** incur with **our** prior written consent in restoring or replacing them.

Paying out the limit of indemnity

At any stage of a claim **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. This includes **defence costs** already incurred at the date of **our** payment. **We** will then have no further liability for any claim, loss or costs.

Your obligations

If a problem arises

- 1. We will not make any payment under this section unless you notify us promptly of the following 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:
 - a. your first awareness of anything, including any actual or alleged shortcoming in your work, which is likely to lead to a claim against you. This includes any criticism of your work even though regarded by you as unjustifiable.

If **we** accept **your** notification **we** will regard any subsequent claim as notified to this insurance:

- b. any claim or threatened claim against you;
- your discovery that any document, information or data of yours has been lost, damaged or destroyed.
- When dealing with your client or a third-party, you must not admit that you are liable for what has happened or make any offer, deal or payment, unless you have our prior written agreement. If you do, we may reduce any payment we make under this section by an amount equal to the detriment we have suffered as a result.

Control of defence

We have the right, but not the obligation, to take control of and conduct in your name, the investigation, settlement or defence of any claim. If we think it necessary we will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. We may appoint your own solicitor but on a similar-fee basis as our solicitor and only for work done with our prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.



Cleaning contractors - public liability

Policy wording

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

Special definitions for this section

Bodily injury Death, or any bodily or mental injury or disease of any person.

Defence costs Costs incurred with our prior written agreement to investigate, settle or defend a claim against you.

Denial of accessNuisance, trespass, or interference with any easement or right of air, light, water or way.

Financial loss Damages you would have to pay as compensation (other than arising under contract) as a

result of your business.

Fraud and dishonesty Any act of fraud or dishonesty of your employees directly contracted to you and under your

supervision, where there was a clear intention to cause loss or damage to **you** or **your** client and to obtain a personal financial gain over and above any salary, bonus or commission.

Inefficacy The failure of any of your products or any service, process or system provided or managed

by **you** to perform the function or serve the purpose for which it was intended.

Personal injury False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a

person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.

Pollution Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.

Products Any goods which were sold, supplied, distributed, manufactured, constructed, erected,

installed, altered, tested, serviced, maintained, repaired, cleaned or treated by you.

Property damage Physical loss of or injury to or destruction of tangible property including the resulting loss of

use of such property.

Reference A written, or fully documented verbal reference which includes comments regarding the

honesty of the individual from a previous employer, education establishment, job centre, armed forces or if the individual was previously self employed, then their accountant and at

least one customer.

Tool of trade Mobile plant or equipment being used where insurance or security is not required under the

provisions of any road traffic legislation.

Treatment risk Property damage to any item being worked on, cleaned, treated or maintained by you.

You/your Also includes any person who was, is or during the period of insurance becomes your

partner or director or senior manager in actual control of your operations.

What is covered

Claims against you

If, as a result of your business, any party brings a claim against you for:

- a. bodily injury or property damage occurring during the period of insurance;
- b. personal injury or denial of access committed during the period of insurance;

we will indemnify you against the sums you have to pay as compensation.

This includes a claim against any employee of **yours** when they are acting on **your** behalf in whatever capacity.

This also includes a claim against **you** for **treatment risk** provided that cover for **treatment risks** has been purchased by **you** and this cover is stated in **your** schedule.

We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.



Cleaning contractors – public liability

Policy wording

Additional cover

Loss of keys

We will pay the reasonable costs to replace locks, keys or passcards for **your** client following **your** loss of their keys or electronic passcards during the **period of insurance**.

We will also pay for the sums you have to pay as compensation to your client following your loss of their keys or electronic passcards during the period of insurance.

Unauthorised use of telephones

We will also pay for the sums you have to pay as compensation to your client following the unauthorised use of their telephone system by any of your employees during the period of insurance and notified to us within three months of the unauthorised use.

Failure to secure clients' premises

We will also pay for the sums you have to pay as compensation to your client following your failure to secure any client's premises where you have been carrying out your business including your failure to set any client's intruder alarm.

Clients' losses from fraud and dishonesty

We will also pay for the sums you have to pay as compensation to your client following fraud and dishonesty committed during the period of insurance within the geographical limits and arising from the performance of your business.

We will not make any payment for your clients' losses from fraud and dishonesty:

- a. where **you** do not have a suitable **reference** for the employee covering the period of at least two years immediately prior to commencement of employment with **you**;
- unless you notify us of such losses during the period of insurance or within 30 days of expiry of the period of insurance;
- c. arising from the unauthorised use of any telephone system by any of **your** employees.

Financial loss

We will indemnify you if, during the **period of insurance** any party brings a claim against you in writing for **financial loss**.

We will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

We will not make any payment for any claim or loss directly or indirectly due to financial loss:

- a. sustained by any employee arising out of and in the course of employment by you in the business:
- arising as a result of strikes, lockouts or labour disturbances in which you or your employees are involved;
- c. arising from fraud and dishonesty or from any insolvency or financial default;
- arising from the passing-off or the infringement of patents, copyrights, trademarks or trade names or from deceit or injurious falsehood;
- e. for which an indemnity is provided by any other section of the **policy**;
- f. arising from any unauthorised access to a computer system or any interruption of or interference with electronic means of communication used in the conduct of **your business** including, but not limited to, any diminution in the performance of any website or electronic means of communication;
- g. for the diminution of the value of any property;
- h. when **your** liability arises under a contract or agreement;
- i. arising from inefficacy;
- j. arising from any treatment risk, unless cover for treatment risks has been purchased by you and this cover is stated in your schedule.

Claims against principals

If, as a result of **your business**, any party brings a claim, which falls within the scope of **What is covered**, Claims against you, against a customer of **your business** for whom **you** are providing services under contract or agreement and **you** are liable for that claim, **we** will treat such claim as if made against **you** and make the same payment to such customer that **we** would have made to **you**, provided that the party to be indemnified:

- a. has not, in **our** reasonable opinion, caused or contributed to the claim against them;
- accepts that we can control the claim's defence and settlement in accordance with the terms of this section;

WD-HSP-UK-GCC-GL(5) 8355 03/18



Cleaning contractors - public liability

Policy wording

- c. has not admitted liability or prejudiced the defence of the claim before we are notified of it;
- d. gives us the information and co-operation we reasonably require for dealing with the claim.

Criminal proceedings costs

If any governmental, administrative or regulatory body brings any criminal action against **you** during the **period of insurance** for any breach of statute or regulation directly relating to any actual or potential claim under this section, **we** will pay the costs incurred with **our** prior written consent to defend such an action against **you** or any employee of **yours**.

Court attendance compensation

If any person within the definition of **you**, or any other relevant party chosen by **you** (except expert witnesses) has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day that their attendance is required by **our** solicitor.

Your own losses

Your own losses from fraud and dishonesty

We will also indemnify you against your direct financial losses arising from fraud and dishonesty committed during the period of insurance within the geographical limits and arising from the performance of your business.

We will not make any payment for your own losses from fraud and dishonesty:

- a. where **you** do not have a suitable **reference** for the employee covering the period of at least two years immediately prior to commencement of employment with **you**;
- unless you notify us of such losses during the period of insurance or within 30 days of expiry of the period of insurance.

What is not covered

A. We will not make any payment for any claim or loss directly or indirectly due to:

Property for which you are responsible

- loss of or damage to any property belonging to you or which at the time of the loss or damage is in your care, custody or control. This does not apply to:
 - a. employees or visitors' vehicles or effects while on your premises;
 - premises, including their contents, which are not owned or rented by you, where you
 are temporarily carrying out your business;
 - premises rented to you, for loss or damage not insurable under property insurance
 policies and for which you would not be liable other than by the lease or other agreement;
 - d. any item being worked on, cleaned, treated or maintained by you but only where:
 - i. such item is not more specifically insured under another section of this **policy**; and
 - ii. the loss or damage is not due to unexplained disappearance; and
 - iii. the loss or damage can be identified as resulting from a single incident; and
 - iv. cover for treatment risks has been purchased by you and this cover is stated in your schedule.

But **we** will not make any payment for theft of any aircraft, hovercraft, watercraft, mechanically propelled vehicle or trailer or any item contained within any aircraft, hovercraft, watercraft, mechanically propelled vehicle or trailer.

 the ownership, possession, maintenance or use by you or on your behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.

This does not apply to:

- a. any tool of trade;
- b. the loading or unloading of any vehicle off the highway.

Injury to employees

 bodily injury to any person arising out of and in the course of their employment under a contract of service or apprenticeship with you.

Bona fide sub-contractors

a. any work undertaken for your business by bona fide sub-contractors unless you
take all reasonable steps to ensure that they have and maintain in force public
liability insurance with a limit of indemnity of not less than that under this section
of the policy.



Cleaning contractors – public liability

Policy wording

We will not make any payment for any claim or loss where **you** fail to demonstrate to **our** satisfaction that **you** have complied with this requirement.

b. any work undertaken for your business by bona fide sub-contractors arising from any treatment risk, unless cover for treatment risks has been purchased by you and this cover is stated in your schedule.

Pollution

- a. i. any pollution of buildings or other structures or of water or land or the atmosphere; or
 - ii. any **bodily injury** or **property damage** directly or indirectly caused by **pollution**; unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**;
 - b. any pollution occurring in the United States of America or Canada.

Use of heat

any work involving the use or application of heat away from your own premises.

Hazardous premises

7. any work undertaken by you which takes place in or on blast furnaces, industrial ovens, non-domestic chimneys, well shafts, viaducts, bridges, mines, refineries, off-shore installations, power stations, dams, tunnels, airports, aerodromes, docks, wharves, piers, harbours, railways, motorways, ships, boats, silos, aircraft towers or steeples.

Working at height

 any work undertaken where you are at a height exceeding 25 metres from ground level when outside a building or structure or 25 metres from floor level when inside a building or structure.

Dumping

 the disposal or dumping by you of any waste or materials at any location which is not licensed to accept such waste or materials.

Securing premises

10. your failure to secure any client's premises where you have been carrying out your business unless you have taken all reasonable steps to secure the premises as required by your client after you have finished undertaking your business.

Computer virus

11, transmission of a computer virus.

Professional advice

12. designs, plans, specifications, formulae, directions or advice prepared or given by you.

Your products and services

- the costs of altering, recalling, removing, reinstating, repairing, reconditioning or replacing any product or any of its parts.
- 14. a. any of **your products** relating to aircraft, including missiles or spacecraft, and any ground-support or control equipment used in connection with such products;
 - b. any of your products installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including groundhandling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or your products.

Deliberate or reckless acts

15. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated. This does not apply to any claim or loss under What is covered, Additional cover, Clients' losses from fraud and dishonesty, but we will not in any event provide cover to any party who actually commits, condones or ignores any fraud or dishonesty.

Contracts

 your liability under any contract which is greater than the liability you would have at law without the contract.

Date recognition

17. date recognition.

War, terrorism and nuclear

18. war, terrorism or nuclear risks.

Asbestos

19. asbestos risks.



Cleaning contractors - public liability

Policy wording

B.	We will not	make any	payment for:
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Restricted recovery rights

1. that part of any claim where **your** right of recovery is restricted by any contract.

Non-compensatory payments

2. fines and contractual penalties, punitive or exemplary damages.

Claims outside the applicable courts

any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.

This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

Claims outside the geographical limits

 any claim brought against you resulting from work you undertake in any country outside the geographical limits.

Consequential or trading losses

5. **your** lost profit, mark-up, liability for VAT or it's equivalent, any trading losses or trading liability including those arising out of the loss of any client, account or business.

How much we will pay

We will pay up to the limit of indemnity shown in the schedule for each actual or threatened claim, unless limited below or elsewhere in this section. We will also pay for defence costs. However, if a payment greater than the limit of indemnity has to be made for a claim our liability for defence costs will be limited to the same proportion that the limit of indemnity bears to the amount paid. You must pay the excess for each claim.

All claims which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim.

Special limits

Products

a. For claims arising from your products, the most we will pay is a single limit of indemnity for the total of all such claims. We will also pay for defence costs for those claims until the limit of indemnity has been exhausted. You must pay the relevant excess shown in the schedule.

Pollution

b. For claims arising from **pollution**, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**, including any claims forming part of a series of other claims regarded as one claim under this section. The most **we** will pay for **defence costs** in relation to **pollution** claims is the amount shown in the schedule. **You** must pay the relevant **excess** shown in the schedule.

Claims brought in USA/Canada

c. If it is stated in the schedule that cover is provided for claims brought in the United States of America or Canada, the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs. You must pay the relevant excess shown in the schedule.

Treatment risks

d. If it is stated in the schedule that cover is provided for treatment risks, the most we will pay is the limit stated in the schedule. You must pay the relevant excess shown in the schedule.

Criminal proceedings costs

e. The most we will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against you during the period of insurance.

Court attendance compensation

f. **We** will pay **you** the following compensation for each day, or part day:

1. **You** or **your** partner or director £250 or €300

2. Any other employee £100 or €115

The most **we** will pay for the total of all court attendance compensation is £10,000 or €11,500.



Cleaning contractors - public liability

Policy wording

Loss of keys

The most **we** will pay in any one **period of insurance** for this additional cover is shown in the schedule.

The excess for this additional cover is shown in the schedule.

Unauthorised use of telephones

h. The most **we** will pay in any one **period of insurance** for this additional cover is the amount shown in the schedule.

The excess for this additional cover is shown in the schedule.

Clients' losses from fraud and dishonesty

 The most we will pay for your clients' losses from fraud and dishonesty is the amount shown in the schedule.

The excess for this additional cover is shown in the schedule.

Financial loss

 The most we will pay in any one period of insurance for this additional cover is the amount shown in the schedule.

The excess for this additional cover is shown in the schedule.

Your own losses from fraud and dishonesty

k. The most we will pay for your own losses from fraud and dishonesty is the amount shown in the schedule.

The **excess** for this additional cover is shown in the schedule.

Paying out the limit of indemnity

At any stage **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay **defence costs** already incurred at the date of **our** payment. **We** will then have no further liability for those claims or their **defence costs**.

Your obligations

1. We will not make any payment under this section unless:

If a problem arises

a. you notify us promptly of any claim or threatened claim against you. At our request, you must confirm the facts in writing within 30 days with as much information as is available.

You should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows, ensuring **you** quote **your policy** number:

by email to: liability.claims@hiscox.com; or

by post to: Hiscox Liability Claims, 25 London Road, Sittingbourne, ME10 1PE, United Kingdom.

b. **you** notify **us** within seven days of a claim or anything which may give rise to a claim under this section, arising out of **bodily injury**. At **our** request, **you** must confirm the facts in writing within 30 days with as much information as is available.

You should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows, ensuring **you** quote **your policy** number:

by email to: liability.claims@hiscox.com; or

by post to: Hiscox Liability Claims, 25 London Road, Sittingbourne, ME10 1PE, United Kingdom.

- c. you notify us as soon as practicable of:
 - i. your discovery that products are defective;
 - any threatened criminal action by any governmental, administrative or regulatory body:
 - iii. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any employee has acted dishonestly.
- When dealing with your client or a third-party, you must not admit that you are liable for what has happened or make any offer, deal or payment, unless you have our prior written agreement. If you do, we may reduce any payment we make under this section by an amount equal to the detriment we have suffered as a result.



Cleaning contractors – public liability

Policy wording

Control of defence

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar-fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.



Cleaning contractors: employers' liability Policy wording

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

Special definitions for this section

Bodily injury

Death or any bodily or mental injury or disease.

Defence costs

Costs incurred with **our** prior written agreement to investigate, settle or defend a claim against **you**.

Employee

Any person normally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Ireland working for **you** in connection with **your business** who is:

- a. employed by you under a contract of service or apprenticeship;
- b. hired to or borrowed by you;
- c. self-employed and working on a labour only basis under **your** control or supervision;
- d. engaged by labour only sub contractors;
- e. a labour master or a person supplied by him;
- f. engaged under a work experience or training scheme;
- g. a voluntary helper.

Terrorism

An act, including but not limited to the use of force or violence and/or the threat of force or violence, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

What is covered

Claims against you

If any **employee** brings a claim against **you** for **bodily injury** caused to them during the **period of insurance** arising out of their work for **you** within, or while working temporarily outside, the **geographical limits**, **we** will indemnify **you** against the sums **you** have to pay as compensation.

The amount **we** pay will include **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

Criminal proceedings

If any governmental, administrative or regulatory body brings any criminal action against **you** during the **period of insurance** for any breach of statute or regulation directly relating to any actual or potential claim under this section, **we** will pay the costs incurred with **our** prior written consent to defend such an action against **you**.

Claims against principals

If, as a result of **your business**, any party brings a claim, which falls within the scope of **What is covered**, Claims against you, against a customer of **your business** for whom you are providing services under contract or agreement and **you** are liable for that claim, **we** will treat such claim as if made against **you** and make the same payment to such customer that **we** would have made to **you**, provided that the party to be indemnified:

- a. has not, in **our** reasonable opinion, caused or contributed to the claim against them;
- accepts that we can control the claim's defence and settlement in accordance with the terms of this section;
- c. has not admitted liability or prejudiced the defence of the claim before **we** are notified of it;
- d. gives **us** the information and co-operation **we** reasonably require for dealing with the claim.

Court attendance compensation

If any person within the definition of **you**, or any other relevant party chosen by **you** (except expert witnesses) has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day that their attendance is



Cleaning contractors: employers' liability Policy wording

required by our solicitor.

What is not covered

- A. We will not make any payment for:
- 1. Any claim or loss directly or indirectly due to:

Deliberate or reckless acts

a. any act, breach or omission you deliberately or recklessly commit, condone or ignore.

Offshore

b. any **bodily injury** caused to any of **your employees** while they are offshore. An **employee** is regarded as being offshore from the moment they board any form of transport at the departure point for an offshore rig or platform until the moment they disembark on their return from the rig or platform.

Road traffic legislation

c. any **bodily injury** to any **employee** while being carried in or upon, or entering or getting onto, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where **you** are entitled to indemnity from any other source.

Claims outside the applicable courts

Any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.

This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

How much we will pay

We will pay up to the limit of indemnity shown in the schedule, unless limited below, for all claims and their **defence costs** which arise from the same accident or event.

Special limits

Terrorism

The most **we** will pay for claims and their **defence costs** arising from **terrorism** is the amount shown in the schedule. If **we** decide that this limit applies to a claim, it is **your** responsibility to prove that the claim does not arise from **terrorism**.

Criminal proceedings costs

We will pay up to the amount shown in the schedule for the costs to defend criminal proceedings. This applies to all actions brought against **you** during the **period of insurance**.

Court attendance compensation

We will pay you the following compensation for each day, or part day:

You or your partner or director £250 or €300
 Any other employee £100 or €115

The most we will pay for the total of all court attendance compensation is £10,000 or €11,500.



Cleaning contractors: employers' liability

Policy wording

Your obligations

We will not make any payment under this section:

If a problem arises

unless you notify us promptly of any claim or threatened claim against you. For claims arising out of bodily injury, you must notify us immediately and in any event within 7 days of a claim or anything which may give rise to a claim under this section. At our request, you must confirm the facts in writing within 30 days with as much information as is available.

You should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows, ensuring **you** quote **your policy** number:

By email to: liability.claims@hiscox.com

By post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE, United Kingdom.

- 2. unless **you** notify **us** as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body.
- 3. if, when dealing with **your** employee or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement.

Control of defence

We have the right, but not the obligation, to take control of and conduct in your name, the investigation, settlement or defence of any claim. If we think it necessary we will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. We may appoint your own solicitor but on a similar fee basis as our solicitor and only for work done with our prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

Compulsory insurance clause

This insurance is in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or the Continental Shelf around these countries. **You** must repay all payments **we** make which **we** would not have been liable to pay in the absence of such law.



Cleaning contractors: property definitions

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.

Business 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.

Computers Computers and ancillary equipment, including software and data carrying media, but excluding

data or information entered by you or on your behalf.

Damage Accidental physical loss or physical damage.

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.

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.

Identity fraud Someone, or a group of people, knowingly using a means of identification belonging to **you**

without your knowledge or authorisation and with the intention of committing or helping

someone else to commit an illegal act.

Personal effects Articles worn, used or carried about the person, excluding cash, bank and currency notes and

jewellery.

Property Tangible property.

Software Programmes which run your computers, including both your own operating programmes and

application programmes used in the course of your business.

Standard construction Built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any

other non-combustible material.

Storm High winds of a destructive nature, rainstorm, hailstorm or snowstorm.

Subsidence Subsidence, landslip or heave.



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

Contents

The contents of **your business premises** used in connection with the **business** which belong to **you** or for which **you** are legally responsible, including:

- a. computers;
- b. stock;
- c. documents, briefs, manuscripts, plans and business books;
- d. works of art or precious metals;
- e. fixed glass in windows, doors and fanlights, glass showcases, glass shelves, mirrors and sanitary fixtures and fittings;
- f. heating oil for the business premises contained in fixed tanks in the open at the premises;
- g. tenant's improvements, decorations, fixtures and fittings including, if attached to the building, external signs, aerials and satellite dishes;
- h. pipes, ducting, cables, wires and associated control equipment at the premises and extending to the public mains.

Money and personal effects are not included within this definition.

Money

Cash, bank and currency notes, cheques, travelers' 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, travelers 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**.

Stock

Goods held in trust, stock, samples and merchandise goods.

What is covered

We will insure you against damage occurring during the period of insurance to:

- a. contents contained in the business premises;
- contents used and kept at the home of any partner, director or employee of yours for the purposes of the business;
- c. contents temporarily elsewhere, including while in transit, within the geographical limits.

Additional cover

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

Costs following glass breakage 1.

- The necessary and reasonable costs you incur following breakage or scratching during the period of insurance of glass, which belongs to you or for which you are responsible, for:
 - a. temporary boarding up;
 - 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

2. **Damage** occurring during the **period of insurance** to any additional **contents**, provided **you** tell **us** the additional values as soon as possible and pay the appropriate premium.

Money

- Damage occurring during the period of insurance to money held in connection with the business:
- a. in the **business premises** while open for business;
 - b. in the **business premises** in a locked safe;



Policy wording

- in transit within the geographical limits or whilst at the home of any partner, director or employee of yours;
- d. at all other times.

Reconstitution of data

4. The reasonable cost of reconstituting the business records, documents and electronic data you need to continue your business, if your business records, documents and electronic data have been lost, destroyed or distorted as a direct result of damage covered under this section.

Lock replacement

5. The costs you incur to replace locks and keys necessary to maintain the security of the business premises or your safes following theft of keys involving force and violence occurring during the period of insurance.

Rent payable

 The amount of any rent for the business premises that you must legally pay whilst the business premises or any part of it is unusable as a result of damage insured by this section.

Building damage by theft

 The cost of repairing damage occurring during the period of insurance to the business premises buildings caused by theft or attempted theft and for which you are legally liable.

Personal assault following robbery or attempted robbery

8. Compensation as shown in the schedule if any partner, director or employee of yours is physically injured in the course of your business in a robbery or attempted robbery occurring during the period of insurance either at the business 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.

What is not covered

- A. We will not make any payment for:
- 1. damage caused by:
 - wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - dryness or humidity, being exposed to light or extreme temperatures, unless this is a result of storm or fire;
 - c. coastal or river erosion;
 - d. a rise in the water table;
 - e. theft from an unattended vehicle unless the item is out of sight in a locked boot;
 - f. frost, other than damage due to water leaking from burst pipes forming part of the permanent internal plumbing provided the business premises is occupied and in use;
 - g. date recognition;
 - h. a virus or hacker.
 - 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.
- damage to property being cleaned, worked on or maintained.
- 3. loss or distortion of information resulting from error or malfunction of **computers**.
- 4. the value to **you** of any lost or distorted information.
- 5. **damage** to any electrical or mechanical plant or equipment (other than **computers**) directly resulting from its own breakdown, explosion or collapse.
- 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.
- misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
- 8. unexplained loss or disappearance or inventory shortage.



Policy wording

- 9. loss due to clerical or accounting errors.
- loss by fraud or dishonesty of any partner, director or employee of yours, unless the loss is notified to us within 10 working days of its discovery by you.
- 11. financial loss due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.
- 12. any indirect losses which result from the incident which caused **you** to claim.
- 13. pollution or contamination except **damage** to insured **property** which is not otherwise excluded and which is caused by:
 - pollution or contamination which itself results from insured damage covered under this section; or
 - damage which would otherwise be covered under this section which itself was caused by pollution or contamination.
- a. damage directly or indirectly caused by, resulting from or in connection with terrorism or any action taken to control, prevent or respond to terrorism;
 - b. damage in Northern Ireland directly or indirectly caused by civil commotion.

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

- 14. war, confiscation and nuclear risks.
- 15. the amount of the excess.

How much we will pay

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

Repair and replacement

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

- 1. for **contents** other than **stock**, the cost of repair or replacement as new;
- for stock, other than second hand stock or goods held in trust, the cost of repair or replacement at the cost price to you;
- for second hand stock or goods held in trust, 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.

Debris removal

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

Under insurance

If, at the time of **damage**, the **amount insured** is less than 85% of the total value of the **contents**, the amount **we** pay will be reduced in the same proportion as the under insurance.

Pair and sets

If any item of **contents** that has an increased value because it forms part of a set suffers **damage**, any payment **we** make will take account of the increased value.

Index linking

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

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 **we** make 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.



Policy wording

Special limits

Fraud and dishonest 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 **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 authorities, as soon as reasonably possible, any **damage** arising from 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 **property**. **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 business premises.

Protections We will not make any payment under this section unless you ensure that all fire alarms,

security systems and physical protections notified to **us** are in full operation whenever the **business premises**is left unattended. **You** must also advise **us** as soon as reasonably possible if for any reason a system is not working properly. **We** may then vary the terms and conditions of this **policy**. All systems must be regularly serviced under contract by a reputable

company at least annually.

Unoccupancy You must tell us immediately if the business premises will be left unoccupied or will not be

used for more than 30 consecutive days. If **you** do not, **we** will not make any payment for **damage** occurring while the **buildings** are unoccupied. **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.

Building works If you intend to undertake any work to extend, renovate, build or demolish any part of the

buildings and the estimated cost is more than £75,000 or €100,000, **you** must tell **us** about the work at least 30 days before the work starts and before **you** enter into any contract for the works. **We** may then amend the terms of this **policy**. If **you** do not tell **us** about such work, **we** may not pay for any **damage** directly or indirectly caused by or resulting from the building

works. You do not have to tell us if the work is for redecoration only.



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

Special definitions for this section

Tools and equipment

Only the following tools and equipment used in connection with the **business** which belong to **you** or for which **you** are legally responsible:

- a. plant and machinery;
- b. hand tools and portable power tools;
- c. stock, samples and goods held in trust;
- d. laptops and mobile phones;
- e. ladders;
- g. hired-in plant and machinery.

What is covered

We will insure you against damage occurring during the period of insurance to tools and equipment not permanently fixed to a vehicle while:

- a. contained in your business premises;
- being used by you at a contract site within the geographical limits, including temporary storage of the tools and equipment at the contract site for no more than seven consecutive days;
- c. in transit between your business premises and a contract site within the geographical limits, including temporary storage of the tools and equipment within the geographical limits for no more than 24 consecutive-hours within:
 - i. a locked vehicle, luggage compartment, roof box, boot or trailer; or
 - a locked building or secure gated compound other than at your business premises or a contract site.

We will also insure you against damage occurring during the period of insurance to tools and equipment that are permanently fixed to a vehicle while the vehicle is being used or stored by you for the purposes of the business within the geographical limits.

Additional cover

We will also pay for the following where stated on the schedule:

Continuing hire charges

 loss of hiring charges for which you are responsible under a standard hire contract arising directly from damage to tools and equipment insured under this section. The most we will pay in any one period of insurance is shown in the schedule.

Debris removal

2. the necessary and reasonable costs and expenses you incur to remove debris of tools and equipment from your business premises, a temporary storage site, a contract site or the area immediately adjacent, following damage insured by this section. The most we will pay in any one period of insurance is shown in the schedule.

Personal effects

damage occurring in the business premises during the period of insurance to the
personal effects of your employees or visitors to your business premises provided
they are not insured elsewhere. The most we will pay in any one period of insurance is
shown in the schedule.

Lock replacement

4. the costs **you** incur to replace locks, keys or passcards necessary to maintain the security of the **business premises** following theft of keys or passcards involving force or violence occurring during the **period of insurance**. The most **we** will pay in any one **period of insurance** is shown in the schedule.

Identity fraud

- 5. the following reasonable and necessary expenses you have to pay solely as a direct result of an identity fraud occurring during the period of insurance:
 - solicitor's fees to defend a claim against you by financial institutions, to remove incorrect judgments, to challenge a credit rating or to witness your signature;



- the cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies;
- c. fees charged when **you** re-apply for a commercial loan that was originally rejected.

The most we will pay in any one period of insurance is shown in the schedule.

What is not covered

We will not make any payment for:

- damage caused by:
 - wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - dryness or humidity, being exposed to light or extreme temperatures, unless this is a result of **storm** or fire;
 - c. coastal or river erosion;
 - d. a rise in the water table;
 - e. theft of tools and equipment from an unattended vehicle unless the tools and equipment are completely hidden within a locked vehicle, luggage compartment, roof box, boot or trailer and all security protections fitted to the vehicle are in full and effective operation;
 - f. theft of **tools and equipment** whilst unattended at **your business premises**, a temporary storage site or a contract site unless involving violent or forcible entry into or exit from a securely locked building or secure gated compound;
 - g. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the **business premises** is occupied and in use;
 - h. date recognition;
 - i. a virus or hacker;
 - j. 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. loss or distortion of information resulting from error or malfunction of **computers**.
- 4. the value to **you** of any lost or distorted information.
- damage to tools and equipment directly resulting from their own breakdown, explosion or collapse.
- 6. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
- 7. unexplained loss or disappearance or inventory shortage.
- 8. loss due to clerical or accounting errors.
- 9. loss by fraud or dishonesty of any partner, director or employee of yours.
- 10. financial loss due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.
- 11. any indirect losses which result from the incident which caused **you** to claim.
- pollution or contamination except damage to insured property which is not otherwise excluded and which is caused by:
 - a. pollution or contamination which itself results from insured damage covered under this section; or
 - damage which would otherwise be covered under this section which itself was caused by pollution or contamination.
- a. damage directly or indirectly caused by, resulting from or in connection with terrorism or any action taken to control, prevent or respond to terrorism;
 - b. **damage** in Northern Ireland directly or indirectly caused by civil commotion.



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

- 14. war, confiscation and nuclear risks.
- 15. the amount of the excess.

How much we will pay

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

Repair and replacement

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

- 1. for own tools and equipment, the cost of repair or replacement as new;
- for hired-in tools and equipment, the contractual value as specified in a standard hire contract or the market value, whichever is less.

Transit

The most that **we** will pay for theft of **tools and equipment** from an unattended vehicle between the hours of 6pm and 9am is £20,000 or €20,000.

Under insurance

If, at the time of **damage**, **we** establish that the **amount insured** does not represent the total value of the **tools and 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 **tools and equipment**.

We will only apply this calculation if:

- 1. we find that the amount insured is less than 85% of the tools and equipment; and
- 2. **we** establish that **your** failure to declare the total value of the **tools and 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
 - notify us of a change of circumstances in relation to the total value of the tools and 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 tools and 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 **tools and equipment** was deliberate or reckless, the remedy under General Conditions 2.a. or 4.a. will apply.

Pair and sets

If any item of **tools and equipment** that has an increased value because it forms part of a set suffers **damage**, any payment **we** make will take account of the increased value.

Other interests

Any payment will take into account the interest of any party having an insurable interest in the **tools and 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:

- 1. notify **us** promptly of any **damage** which might be covered;
- 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



Hiring in equipment

we have the right to inspect the damaged property. We will tell you if we want to do this.

When hiring in **tools and equipment you** must complete and record an inventory check and inspect all items for **damage** prior to acceptance and agree a schedule of any **damage** with the hire company before taking charge of the **tools and equipment**. Upon returning the **tools and equipment** to the hire company **you** must only return the **tools and equipment** to persons authorised within the hire company to accept their return.

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.

Protections

You must ensure that all fire alarms, security systems and physical protections are in full operation whenever the **business premises** are left unattended, unless **you** have already advised **us** that a system is not working properly. **We** may then change the terms and conditions of this **policy**.

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.

Unoccupancy

You must tell **us** immediately if the **business premises** will be left unoccupied or will not be used for more than 30 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 business premises are unoccupied.





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 law firm 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. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

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 are usually handled by a representative appointed by **DAS**, but sometimes **DAS** deal with claims themselves.

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; and
- any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, in the **territorial limit**: and
- c. in civil claims it is always more likely than not that an insured person will recover damages (or obtain any other legal remedy which DAS have agreed to) or make a successful defence.

For all **insured incidents**, **DAS** will help in appealing or defending an appeal as long as the **insured person** tells **DAS** within the time limits allowed that they want **DAS** to appeal. Before **DAS** pay any **costs and expenses** for appeals, **DAS** must agree that it is always more likely



Policy wording

than not that the appeal will be successful.

If an appointed representative is used, DAS will pay the costs and expenses incurred for

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 £100,000.

Special definitions

DAS DAS Legal Expenses Insurance Company Limited.

The policyholder The insured named in the policy schedule.

Insured person The policyholder and the policyholder's directors, partners, managers, employees and any other individuals declared to us by the policyholder.

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

occurrence is the date of the event that leads to a claim...

An extensive examination by HM Revenue and Customs which considers all aspects of the policyholder's tax affairs, excluding those enquiries which are limited to one or more specific aspects of the policyholder's self assessment and/or corporation tax return.

An examination by HM Revenue and Customs which considers one or more specific aspects of the policyholder's self assessment and/or corporation tax return.

For civil cases (other than under insured incident - 4 Tax protection), the date of

2. For criminal cases, the date of occurrence is when the insured person commenced or

is alleged to have commenced to violate the criminal law in question. For full enquiries or aspect enquiries, the date of occurrence is when HM Revenue

and Customs first notifies in writing the intention to make enquiries.

For Employers' Compliance and Value Added Tax disputes, the date of occurrence is when the relevant authority sends an assessment or written decision to the policyholder.

Costs and expenses

Accountant's costs

Attendance expenses

Legal costs

All reasonable and necessary costs chargeable by the appointed representative on a

Also the costs incurred by opponents in civil cases if an insured person has been ordered to pay them, or pays them with the agreement of DAS.

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

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

The amount **DAS** will pay is based on the following:

- the time the insured person is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight
- if the insured person works full time, the salary or wages for each whole day equals 1/250th of the **insured person's** yearly salary or wages;
 - if the insured person works part-time, the salary or wages will be a proportion of the insured person's weekly salary or wages.

for this section

Full enquiry

Aspect enquiry

Date of occurrence



Policy wording

Territorial limit

For insured incidents 2 Legal Defence (excluding 2.4), and 3 b. Bodily Injury

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia and Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For all other insured incidents

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

Insured incidents we will cover

1. Employment disputes and compensation awards

a. Employment disputes

DAS will defend the policyholder's legal rights:

- prior to the issue of legal proceedings in a court or tribunal following the dismissal of an employee; or
- 2. in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or
- 3. in legal proceedings in respect of any dispute with:
 - a. an employee or ex-employee or a trade union acting on behalf of an employee or exemployee which arises out of, or relates to, 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

- 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 and any amending legislation.

b. Compensation awards

DAS will pay:

- any basic and compensatory award; and/or
- 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.

Provided that:

- In cases relating to performance and/or conduct, the policyholder has throughout the employment dispute either:
 - followed the ACAS Code of Disciplinary and Grievance Procedures as prepared by the Advisory, Conciliation and Arbitration Service; or
 - 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.
- 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.
- 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 prior to serving notice of redundancy.
- 4. The compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **DAS**.
- The total of the compensation awards payable by DAS shall not exceed £1,000,000 in any one period of insurance.



Policy wording

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;
 - health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
 - d. statutory rights in relation to trustees of occupational pension schemes;
 - e. statutory rights in relation to Sunday shop and betting work.
- 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.
- 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.

c. Service occupancy

DAS will negotiate for **the policyholder's** legal rights against an employee or ex-employee to recover possession of premises owned by, 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:

- DAS will defend the insured person's legal rights:
 - a. prior to the issue of legal proceedings when dealing with the:
 - i. Police
 - Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer

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

- following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction; or
- c. if civil action is taken against the **insured person** for compensation under section 13 of the Data Protection Act 1998. **DAS** will also pay any compensation award made against the **insured person** under section 13 of the Data Protection Act 1998.
- DAS will 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.
- 3. DAS will 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 on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion; or
 - civil action is taken against them as a trustee of a pension fund set up for the benefit of the policyholder's employees.
- DAS will represent the insured person in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting the policyholder's business.
- 5. **DAS** will represent **the policyholder** in appealing against the refusal of the Information Commissioner to register **the policyholder**'s application for registration.
- 6. **DAS** will pay the attendance expenses of an insured person for jury service.



Policy wording

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.
- At the time of the insured incident, the policyholder has registered with the Information Commissioner in respect of insured incident 1 c.

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

DAS will negotiate for **the policyholder's** legal rights 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. any nuisance or trespass.

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;
- 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;
- 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.

b. Bodily injury

At the policyholder's request, DAS will negotiate 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:

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

4. Tax protection

a. Full or aspect enquiries

DAS will negotiate on behalf of **the policyholder** in respect of a **full enquiry** and/or **aspect enquiry** and represent them in any subsequent appeal proceedings.

b. Employers' compliance

DAS will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings in respect of a dispute concerning **the policyholder's** compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue and Customs.

c. VAT disputes

DAS will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings following an assessment issued by HM Revenue and Customs in respect of Value Added Tax due.



Policy wording

Provided that:

- For all insured incidents, the policyholder 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.
- 2. **DAS** will not pay more than £2,000 for aspect enquiries.

What is not covered

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

5. Contract disputes

DAS will negotiate for **the policyholder's** legal rights 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 and is less than £5,000.
- 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.
- 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 inception date of the indemnity provided by this section if the **date of occurrence** is within the first 90 days of the indemnity provided by this section.
- Any claim relating to the following:
 - a. the settlement payable under an insurance policy;
 - a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement;
 - c. a loan, mortgage, pension or any other financial product and choses 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 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.
- 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.



Policy wording

6. Debt recovery

DAS will negotiate for **the policyholder's** legal rights 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.
- 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

- 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;
 - b. a lease, licence or tenancy of land or buildings;
 - c. a loan, mortgage, pension or any other financial product and choses 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.
- 4. The recovery of money and interest due from another party where the other party intimates that a defence exists.

What is not covered by this section

- 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.
- 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.



Policy wording

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.

Conditions which apply to the whole section

- 1. An insured person must:
 - a. keep to the terms and conditions of this section:
 - notify **DAS** immediately of any alteration which may materially affect their assessment of the risk;
 - c. take reasonable steps to keep any amount **DAS** have to pay as low as possible;
 - d. try to prevent anything happening that may cause a claim;
 - e. send everything DAS ask for, in writing;
 - give DAS full details of any claim as soon as possible and give DAS any information they need.
- 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.
 - 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 co-operate fully with DAS and with the appointed representative and must keep DAS up-to-date with the progress of the claim.
 - g. An insured person must give the appointed representative any instructions that DAS require.
- 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.
- 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.



Policy wording

- 5. 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.
- 6. 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.
- 7. 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.
- 8. 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.
- 9. This section will be governed by English law.
- 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.

Helpline services

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** record all calls.

Eurolaw commercial legal advice

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.

Tax advice

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

Business assistance

In the event of an unforeseen emergency affecting **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**.

To contact the above services, phone us on 0117 934 2111 quoting your policy number.

Counseling

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 employment manual

The **DAS** Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit the **DAS** website at www.das.co.uk. From the Home Page click on the Employment Manual icon. All the sections of this web-based document can be printed off for **your** own use. Contact **DAS** at marketing@das.co.uk with **your** email address, quoting **your** policy number and **DAS** will contact **you** by email to inform **you** of future updates to the information.

DAS Business law

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



Policy wording

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