

# SCHEDULE

Policy: HU PIB 8100910 (2)



## INSURANCE DETAILS

**Period of Insurance:** Continuous cover from 01 April 2020 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 conditions wording :** 8354 WD-HSP-UK-GCC-GTC(3)  
The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below

**Payment Method :** Payment by Broker's Account  
**Anniversary Date:** 01 April 2020

## INSURED DETAILS

**Insured :** Rubbish Clearance and Waste Removal Ltd  
**Address :** Gosport Business Centre  
Aerodrome Road  
Gosport  
PO13 0FQ

**Additional Insureds :** There are no Additional Insureds on this policy.  
**Business :** Cleaning Contractors - Cleaning any type of property including household, construction, commercial/office and Bio Hazard including infection prevention/control

## PREMIUM DETAILS

<b>Annual Premium :</b>	£ 565.32	<b>Annual Tax :</b>	£ 67.84	<b>Total :</b>	£ 633.16
<b>Total Premium :</b>	£ 565.32	<b>Total Tax :</b>	£ 67.84	<b>Total :</b>	£ 633.16
<b>Broker Administration Fee :</b>	£ 63.32				



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BIA Customer Care Award  
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Outstanding Insurer Claims  
Team of the Year 2013

**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 - Cleaning any type of property including household, construction, commercial/office and Bio Hazard including infection prevention/control

**Endorsements**

**400.1** Retroactive date: Business performed in the past

**PUBLIC AND PRODUCTS LIABILITY**

**Section wording :** 8355 WD-HSP-UK-GCC-GL(4)  
**Insurer:** Hiscox Insurance Company Limited  
**Limit of indemnity:** £ 2,000,000  
**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 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 (per day)	£ 100
Court attendance compensation - directors (per day)	£ 150

Loss of keys	£ 150,000 in the aggregate
Unauthorised use of telephones	£ 25,000 in the aggregate
Financial loss	£ 250,000 in the aggregate
Losses from fraud & dishonesty	£ 5,000 any one claim but limited to £25,000 in the aggregate

**Special Excesses**

Loss of keys	£ 150 each and every loss
Unauthorised use of telephones	£ 150 each and every loss
Failure to secure premises	£ 150 each and every loss
Losses 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)

**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.

**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)	£ 150
Court attendance compensation - employees (per day)	£ 100
Terrorism	£ 5,000,000 in the aggregate

**Endorsements**

**3040.0** Employers' Liability Tracing Office (ELTO) and your data  
**3074.1** Employers' Liability Tracing Office (ELTO) - mandatory information required  
**3121.0** Employers liability insurance - mandatory information required

**PROPERTY - PORTABLE EQUIPMENT (UK/IRELAND)**

**Section wording :** 8359 WD-HSP-UK-GCC-TE(5)  
**Insurer:** Hiscox Insurance Company Limited

Item Description	Excess	Amount insured
Tools & Equipment and Hired-in Plant UK	£ 150	£ 1,000

**Amount insured:** £ 1,000  
**Limit applies to :** total amount insured  
**Excess:** £ 150  
**Excess Applies to :** each and every loss  
**Geographical Limits :** The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands

**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 fire, theft and malicious damage	£ 1,000 each and every loss

**What is not Covered**

**COMMERCIAL LEGAL PROTECTION (DAS)**

**Section wording :** 8215 WD-HSP-UK-CON-DAS  
**Insurer:** DAS Legal Expenses Insurance Company Limited  
**Section limit:** £ 100,000

**Endorsements**

- 500.1** Commercial legal protection (DAS) - important information
- 519.1** Commercial legal protection (Contractors scheme)

**CERTIFICATE**  
Policy: HU PIB 8100910 (2)



**Certificate of professional indemnity insurance**

Insured name:	Rubbish Clearance and Waste Removal Ltd		
Address:	Gosport Business Centre Aerodrome Road Gosport		
Postcode:	PO13 0FQ	Country:	United Kingdom
Policy number:	8100910		
Insurer:	Hiscox Insurance Company Limited		
Period of insurance:	Continuous cover from 01/04/2020 until the policy is cancelled.		
Retroactive date:	01-04-20		
Limit of indemnity:	£ 50,000		
Additional insureds:			

Signed on behalf of Hiscox Underwriting Limited as agent for the insurers

**Steve Langan**  
Managing Director, 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 8100910 (2)



**Certificate of Public and products liability insurance**

Insured name:	Rubbish Clearance and Waste Removal Ltd		
Address:	Gosport Business Centre Aerodrome Road Gosport		
Postcode:	PO13 0FQ	Country:	United Kingdom
Policy number:	8100910		
Insurer:	Hiscox Insurance Company Limited		
Period of insurance:	Continuous cover from 01/04/2020 until the policy is cancelled.		
Limit of indemnity:	£ 2,000,000		
Additional insureds:			

Signed on behalf of Hiscox Underwriting Limited as agent for the insurers

**Steve Langan**  
Managing Director, 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.

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**

<b>Clause</b>	<b>400.1</b>	<b>Retroactive date: Business performed in the past</b>
		<b>We will not make any payment for any claim or loss which arises from any <b>business activity</b> performed or any dishonesty committed, or if applicable any document, information or data lost, damaged or destroyed, before: 01-04-20</b>

**Public and products liability: endorsements**

<b>Clause</b>	<b>457.0</b>	<b>Working at height amendment (cleaning contractors)</b>
		<b>What is not covered, 8. Working at height</b> 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.

**Employers' liability: endorsements**

<b>Clause</b>	<b>3040.0</b>	<b>Employers' Liability Tracing Office (ELTO) and your data</b>
		<b>Your policy</b> 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: <ul style="list-style-type: none"><li>- from <b>your</b> insurance adviser (if <b>you</b> have one); or</li><li>- by contacting <b>us</b>; or</li><li>- at <a href="http://www.elto.org.uk">www.elto.org.uk</a>.</li></ul>

**Policy: HU PIB 8100910 (2)****Clause 3074.1 Employers' Liability Tracing Office (ELTO) - mandatory information required**

**You** must provide **us** with the following information for this section of the **policy** 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.

If **we** do not receive the required information, **your policy** will be cancelled by **us** with effect from 1<sup>st</sup> April 2013.

**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.

**Policy: HU PIB 8100910 (2)**

<b>Clause</b>	<b>500.1</b>	<p><b>Commercial legal protection (DAS) - important information</b></p> <p>DAS Commercial Legal Expenses Company Limited (DAS) provide the cover and manage all claims under this section.</p> <p>In any direct correspondence with DAS, please ensure you provide your Hiscox policy number and the following DAS reference: TS5/4313588.</p>
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<b>Clause</b>	<b>519.1</b>	<p><b>Commercial legal protection (Contractors scheme)</b></p> <p>DAS Commercial Legal Expenses Company Limited (DAS) provide the cover and manage all claims under this section.</p> <p>In any direct correspondence with DAS, please ensure you provide your Hiscox policy number and the following DAS reference: TS5/6288136</p>
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<b>Endorsements which apply to whole policy</b>		
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<b>Clause</b>	<b>25.2</b>	<p><b>Continuous policy endorsement</b></p> <ol style="list-style-type: none"> <li><b>We</b> agree to give <b>you</b> continuous cover under this <b>policy</b>. To achieve this, all the references in this <b>policy</b> to <b>period of insurance</b> shall be for a continuous period starting with the date in the schedule, until either <b>you</b> or <b>we</b> cancel this <b>policy</b>. However, <b>you</b> must tell <b>us</b> as soon as reasonably practicable if any of the current actual figures exceed the maximum shown in the latest Duty of Disclosure Reminder.</li> <li>Cancellation clause 5 in the General Terms and Conditions of this <b>policy</b> is replaced by the following: <p><b>You</b> or <b>we</b> can cancel the <b>policy</b> by giving 30 days' written notice. <b>We</b> will give <b>you</b> a pro rata refund of the premium for the remaining portion of the period for which <b>you</b> have already paid. However, we will not refund any premium under £10.</p> <p><b>We</b> may also cancel the <b>policy</b> if any premium remains unpaid 21 days after the due date. In such cases <b>we</b> will cancel the <b>policy</b> by giving seven days' notice. Where <b>we</b> cancel the <b>policy</b> for non-payment of premium, cover will cease on the date the premium was due.</p> </li> <li>In view of the continuous nature of this <b>policy</b>, <b>we</b> may at <b>our</b> discretion amend its premium and/or terms and conditions and <b>we</b> will tell <b>you</b> of <b>our</b> intention to do so. If <b>you</b> are unhappy with <b>our</b> proposed amendments, <b>you</b> will have the option to decline to continue this insurance. <b>We</b> will give <b>you</b> at least 30 days' notice of any changes.</li> </ol>
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**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****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](mailto: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](http://www.hiscox.co.uk/cookies-privacy).

**INFORMATION ABOUT US**

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

<b>Name</b>	<b>Hiscox Underwriting Limited</b>
<b>Registered address</b>	1 Great St. Helens London EC3A 6HX United Kingdom
<b>Company registration</b>	Registered in England number 02372789
<b>Status</b>	Authorised and regulated by the Financial Conduct Authority

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**Insurers**

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

<b>Name</b>	<b>Hiscox Insurance Company Limited</b>
<b>Registered address</b>	1 Great St. Helens London EC3A 6HX United Kingdom
<b>Company registration</b>	Registered in England number 00070234
<b>Status</b>	Authorised and regulated by the Prudential Regulation Authority and the Financial Conduct Authority

<b>Name</b>	<b>DAS Legal Expenses Insurance Company Limited</b>
<b>Registered address</b>	DAS House, Quay Side, Temple Back Bristol BS1 6NH United Kingdom
<b>Company registration</b>	Registered in England number 00103274
<b>Status</b>	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

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### 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 Langan**  
CEO, Hiscox Insurance Company

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### 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](mailto: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](http://www.financial-ombudsman.org.uk).

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<b>General definitions</b>	Words shown in <b>bold</b> type have the same meaning wherever they appear in this <b>policy</b> . The words defined below are used throughout this <b>policy</b> . Any other definitions are shown in the section to which they apply.
<b>Asbestos risks</b>	<ol style="list-style-type: none"><li>a. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or</li><li>b. exposure to asbestos, asbestos fibres or materials containing asbestos; or</li><li>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.</li></ol>
<b>Business</b>	<b>Your</b> business or profession as shown in the schedule.
<b>Confiscation</b>	Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.
<b>Date recognition</b>	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.
<b>Endorsement</b>	A change to the terms of the <b>policy</b> .
<b>Excess</b>	The amount <b>you</b> must bear as the first part of each agreed claim or loss.
<b>Geographical limits</b>	The geographical area shown in the schedule.
<b>Nuclear risks</b>	<ol style="list-style-type: none"><li>a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination.</li><li>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.</li><li>c. All operations carried out on any site or premises on which anything in a. or b. above is located.</li></ol>
<b>Period of insurance</b>	The time for which this <b>policy</b> is in force as shown in the schedule.
<b>Policy</b>	This insurance document and the schedule, including any <b>endorsements</b> .
<b>Program</b>	A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.
<b>Terrorism</b>	An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: <ol style="list-style-type: none"><li>a. is committed for political, religious, ideological or similar purposes; and</li><li>b. is intended to influence any government or to put the public, or any section of the public, in fear; and</li><li>c. <ol style="list-style-type: none"><li>i. involves violence against one or more persons; or</li><li>ii. involves damage to property; or</li><li>iii. endangers life other than that of the person committing the action; or</li><li>iv. creates a risk to health or safety of the public or a section of the public; or</li><li>v. is designed to interfere with or to disrupt an electronic system.</li></ol></li></ol>
<b>Virus</b>	<b>Programs</b> that are secretly introduced without <b>your</b> permission or knowledge including, but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software.
<b>War</b>	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 <b>you</b> and in setting the terms and premium, <b>we</b> have relied on the information <b>you</b> have given <b>us</b> . <b>You</b> must provide a fair presentation of the risk and must take care when answering any questions <b>we</b> 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 <b>you</b> (including <b>your</b> senior management and those responsible for arranging this insurance) know or ought to know following a reasonable search.   |
| If you fail to make a fair presentation               | 2. a. If <b>we</b> establish that <b>you</b> deliberately or recklessly failed to present the risk to <b>us</b> fairly, <b>we</b> may treat this <b>policy</b> as if it never existed and refuse to make any payment under it. <b>You</b> must reimburse all payments already made by <b>us</b> and <b>we</b> will be entitled to retain all premiums paid.<br><br>b. If <b>we</b> establish that <b>you</b> failed to present the risk to <b>us</b> fairly but that <b>your</b> failure was not deliberate or reckless, the remedy <b>we</b> will have available to <b>us</b> will depend upon what <b>we</b> would have done had <b>you</b> made a fair presentation of the risk, as follows:<br><br>i. if <b>we</b> would not have provided this <b>policy</b> , <b>we</b> may treat it as if it never existed and refuse to make any payment under it. <b>You</b> must reimburse all payments already made by <b>us</b> . <b>We</b> will refund any premiums <b>you</b> have paid; or<br><br>ii. if <b>we</b> would have provided this <b>policy</b> on different terms (other than as to premium), <b>we</b> will treat it as if it had been provided on such different terms from the start of the <b>period of insurance</b> . This may result in <b>us</b> making no payment for a particular claim or loss. <b>You</b> must reimburse any payment made by <b>us</b> that <b>we</b> would not have paid if such terms had been in effect.   |
| Change of circumstances                               | 3. <b>You</b> must tell <b>us</b> as soon as reasonably possible of any change in circumstances during the <b>period of insurance</b> which may materially affect this <b>policy</b> (a material fact or circumstance is one which might affect <b>our</b> decision to provide insurance or the conditions of that insurance). <b>We</b> may then change the terms and conditions of this <b>policy</b> or cancel it in accordance with the Cancellation condition.   |
| If you fail to notify us of a change of circumstances | 4. a. If <b>we</b> establish that <b>you</b> deliberately or recklessly failed to:<br><br>i. notify <b>us</b> of a change of circumstances which may materially affect the <b>policy</b> ; or<br><br>ii. comply with the obligation in 1. above to make a fair presentation of the risk to <b>us</b> when providing us with information in relation to a change of circumstances;<br><br><b>we</b> may treat this <b>policy</b> 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. <b>You</b> must reimburse all payments already made by <b>us</b> relating to claims made or losses occurring after such date. <b>We</b> will be entitled to retain all premiums paid.<br><br>b. If <b>we</b> establish that <b>you</b> failed to notify <b>us</b> of a change of circumstances or to make a fair presentation of the risk to <b>us</b> when providing <b>us</b> with information in relation to a change of circumstances, but that <b>your</b> failure was not deliberate or reckless, the remedy <b>we</b> will have available to <b>us</b> will depend upon what <b>we</b> would have done had <b>you</b> fairly presented the change of circumstances to <b>us</b> , as follows:<br><br>i. if <b>we</b> would have cancelled this <b>policy</b> , <b>we</b> 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. <b>You</b> must reimburse any payments already made by <b>us</b> relating to claims made or losses occurring after such date. <b>We</b> will refund any premiums <b>you</b> have paid in respect of any period after the date when cancellation would have been effective; or<br><br>ii. if <b>we</b> would have provided this <b>policy</b> on different terms (other than as to premium), <b>we</b> will treat it as if it had been provided on such different terms from |

## Cleaning contractors: general terms and conditions

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

- |                               |  |
|-------------------------------|--|
| Reasonable precautions        | <p>5. <b>You</b> must:</p> <ol style="list-style-type: none"> <li>a. take reasonable steps to prevent accident or injury and to protect <b>your</b> property against loss or damage; and</li> <li>b. keep any property insured under this <b>policy</b> in good condition and repair;</li> <li>c. use reasonable care in the selection, training and supervision of employees;</li> <li>d. take reasonable steps to comply with all relevant statutory requirements; and</li> <li>e. take all reasonable steps to activate all security measures as required by <b>your</b> client to secure any premises where <b>you</b> have been carrying out <b>your business</b> after <b>you</b> have completed <b>your</b> work.</li> </ol> <p><b>We</b> will not make any payment under this <b>policy</b> in respect of any incident occurring whilst <b>you</b> are not in compliance with this condition unless <b>you</b> can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.</p> |
| Premium payment               | <p>6. <b>We</b> will not make any payment under this <b>policy</b> until <b>you</b> have paid the premium.</p>   |
| Cancellation                  | <p>7. <b>You</b> or <b>we</b> can cancel the <b>policy</b> by giving 30 days' written notice. <b>We</b> will give <b>you</b> a pro rata refund of the premium for the remaining portion of the <b>period of insurance</b> after the effective date of cancellation for which <b>you</b> have already paid. However, <b>we</b> will not refund any premium under £20.</p> <p>If <b>we</b> have agreed that <b>you</b> can pay <b>us</b> the premium by instalments and <b>we</b> have not received an instalment 14 days after the due date, <b>we</b> may cancel the <b>policy</b>. In this event, the <b>period of insurance</b> will equate to the period for which premium instalments have been paid to <b>us</b>. <b>We</b> will confirm the cancellation and amended <b>period of insurance</b> to <b>you</b> in writing.</p>  |
| Multiple insureds             | <p>8. The most <b>we</b> will pay is the relevant amount shown in the schedule.</p> <p>If more than one insured is named in the schedule, the total amount <b>we</b> will pay will not exceed the amount <b>we</b> would be liable to pay to any one of <b>you</b>.</p> <p><b>You</b> 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 <b>policy</b>.</p>  |
| Aggregate limit               | <p>9. Where this <b>policy</b> specifies an aggregate limit, this means <b>our</b> maximum payment for all relevant claims or losses covered under the <b>policy</b> during the <b>period of insurance</b>.</p> <p>If the <b>period of insurance</b> is continuous, the aggregate limit will apply to all relevant claims or losses covered under the <b>policy</b> 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.</p>  |
| Rights of third-parties       | <p>10. <b>You</b> and <b>we</b> are the only parties to this <b>policy</b>. Nothing in this <b>policy</b> is intended to give any person any right to enforce any term of this <b>policy</b> which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.</p>  |
| Other insurance               | <p>11. <b>We</b> will not make any payment under this <b>policy</b> where <b>you</b> would be entitled to be paid under any other insurance if this <b>policy</b> 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 <b>policy</b> not been effected. If such other insurance is provided by <b>us</b> the most <b>we</b> will pay under this <b>policy</b> will be reduced by the amount payable under such other insurance.</p>  |
| Cover under multiple sections | <p>12. Where <b>you</b>, including anyone within the meaning of 'you' or 'insured person' in any section of the <b>policy</b>, are entitled to cover under more than one section of the <b>policy</b> in respect of the same claim or loss, or any part of a claim or loss, <b>we</b> shall only provide cover under one section of the <b>policy</b>, being the section that provides the most advantageous cover to <b>you</b> or the party entitled to cover.</p>   |

## Cleaning contractors: general terms and conditions

Governing law

13. Unless some other law is agreed in writing, this **policy** will be governed by the laws of England.

Arbitration

14. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

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### 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**:
  - a. give **us** prompt notice of anything which is likely to give rise to a claim under this **policy**, in accordance with the terms of each section;
  - b. 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
  - c. give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**.
2. **You** must:
  - a. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim; and
  - b. give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become liable to pay under this **policy**, in **your** name but at **our** expense.

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

Fraud

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

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

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

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

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### Special definitions for this section

<b>Business activity</b>	The activities shown in the schedule, which <b>you</b> perform in the course of <b>your business</b> .
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>You/your</b>	Also includes any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> partner or director or senior manager in actual control of <b>your</b> operations.

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### What is covered

Claims against you	<p>If during the <b>period of insurance</b>, and as a result of <b>your business activity</b> within the <b>geographical limits</b> for clients, any party brings a claim against <b>you</b> for:</p> <ol style="list-style-type: none"><li>negligence or breach of a duty of care;</li><li>negligent misstatement or negligent misrepresentation;</li><li>infringement of intellectual property rights including copyright, patent, trademark or moral rights or any act of passing-off;</li><li>defamation;</li></ol> <p><b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p><b>We</b> will pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
Avoiding a potential claim against you	<p>If <b>your</b> client has reasonable grounds for being dissatisfied with the work <b>you</b> have done, refuses to pay for any or all of it, including amounts <b>you</b> legally owe to sub-contractors at the date of the refusal, and threatens to bring a claim against <b>you</b> for more than the amount owed, it may be possible to settle the dispute with the client by <b>your</b> agreeing not to press for the disputed amount. If so, <b>we</b> will pay <b>you</b> the amount owed to <b>you</b> at that time if <b>we</b> believe that this will avoid a legitimate claim for a greater amount and <b>we</b> have given <b>our</b> prior written approval to settling in this way and for this amount.</p> <p>Alternatively, if it is not possible to reach agreement with the client on this basis but <b>we</b> still believe that by not pressing for the disputed amount <b>you</b> will avoid a legitimate claim or counterclaim for a greater amount, <b>we</b> will pay the amount owed to <b>you</b> at that time. If a claim is still brought, <b>we</b> will deal with it but <b>our</b> total payment, including what <b>we</b> have already paid <b>you</b> or on <b>your</b> behalf, will not exceed the applicable limit of indemnity shown in the schedule. <b>You</b> must return the amount <b>we</b> have paid if <b>you</b> eventually recover the debt less <b>your</b> reasonable expenses.</p> <p>Once <b>we</b> agree to make this payment <b>you</b> will assign to <b>us</b> such rights as <b>you</b> have in relation to the amounts owed to <b>you</b>.</p> <p><b>We</b> will not make any payment for any part of a claim not covered by this section.</p>
<b>Your own losses</b>	
Loss of documents	<p>If during the <b>period of insurance</b> any document, information or data of <b>yours</b> which is necessary for the performance of <b>your business activity</b> is lost, damaged or destroyed while in <b>your</b> possession, <b>we</b> will cover <b>you</b> against the cost of restoring or replacing it.</p>

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### What is not covered

Matters specific to your business	<p>A. <b>We</b> will not make any payment for any claim or loss directly or indirectly due to:</p> <ol style="list-style-type: none"><li>any investment of, or direct advice on the investment of, client funds.</li><li>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.</li></ol>
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## Cleaning contractors – professional indemnity

### Policy wording

3. **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.
  7. 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**.
  9. **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.
  20. 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:
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**.

Restricted recovery rights	2. that part of any claim where <b>your</b> right of recovery is restricted by any contract.
Consequential loss	3. <b>your</b> lost profit, mark-up or liability for VAT or its equivalent.
Trading losses	4. any trading loss or trading liability including those arising from the loss of any client, account or business.
Non-compensatory payments	5. 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.

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### 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.

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### 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**;
  - c. **your** discovery that any document, information or data of **yours** has been lost, damaged or destroyed.
2. 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.

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### 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.

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

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**Special definitions for this section**

<b>Bodily injury</b>	Death, or any bodily or mental injury or disease of any person.
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Denial of access</b>	Nuisance, trespass, or interference with any easement or right of air, light, water or way.
<b>Financial loss</b>	Damages <b>you</b> would have to pay as compensation (other than arising under contract) as a result of <b>your business</b> .
<b>Fraud and dishonesty</b>	Any act of fraud or dishonesty of <b>your</b> employees directly contracted to <b>you</b> and under <b>your</b> supervision, where there was a clear intention to cause loss or damage to <b>you</b> or <b>your</b> client and to obtain a personal financial gain over and above any salary, bonus or commission.
<b>Inefficacy</b>	The failure of any of <b>your products</b> or any service, process or system provided or managed by <b>you</b> to perform the function or serve the purpose for which it was intended.
<b>Personal injury</b>	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.
<b>Pollution</b>	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
<b>Products</b>	Any goods which were sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by <b>you</b> .
<b>Property damage</b>	Physical loss of or injury to or destruction of tangible property including the resulting loss of use of such property.
<b>Reference</b>	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.
<b>Tool of trade</b>	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
<b>You/your</b>	Also includes any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> partner or director or senior manager in actual control of <b>your</b> operations.

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**What is covered**

Claims against you	<p>If, as a result of <b>your business</b>, any party brings a claim against <b>you</b> for:</p> <ol style="list-style-type: none"><li><b>bodily injury</b> or <b>property damage</b> occurring during the <b>period of insurance</b>;</li><li><b>personal injury</b> or <b>denial of access</b> committed during the <b>period of insurance</b>;</li></ol> <p><b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p>This includes a claim against any employee of <b>yours</b> when they are acting on <b>your</b> behalf in whatever capacity.</p> <p>This also includes a claim against <b>you</b> for <b>property damage</b> occurring during the <b>period of insurance</b> to any item being worked on, cleaned, treated or maintained by <b>you</b>.</p> <p><b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
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**Additional cover**

Loss of keys	<b>We</b> will pay the reasonable costs to replace locks, keys or passcards for <b>your</b> client following <b>your</b> loss of their keys or electronic passcards during the <b>period of insurance</b> .
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## Cleaning contractors – public liability

### Policy wording

Unauthorised use of telephones	<p><b>We</b> will also pay for the sums <b>you</b> have to pay as compensation to <b>your</b> client following <b>your</b> loss of their keys or electronic passcards during the <b>period of insurance</b>.</p>
Failure to secure clients' premises	<p><b>We</b> will also pay for the sums <b>you</b> have to pay as compensation to <b>your</b> client following the unauthorised use of their telephone system by any of <b>your</b> employees during the <b>period of insurance</b> and notified to <b>us</b> within three months of the unauthorised use.</p>
Clients' losses from fraud and dishonesty	<p><b>We</b> will also pay for the sums <b>you</b> have to pay as compensation to <b>your</b> client following <b>your</b> failure to secure any client's premises where <b>you</b> have been carrying out <b>your business</b> including <b>your</b> failure to set any client's intruder alarm.</p> <p><b>We</b> will also pay for the sums <b>you</b> have to pay as compensation to <b>your</b> client following <b>fraud and dishonesty</b> committed during the <b>period of insurance</b> within the <b>geographical limits</b> and arising from the performance of <b>your business</b>.</p> <p><b>We</b> will not make any payment for <b>your</b> clients' losses from <b>fraud and dishonesty</b>:</p> <ol style="list-style-type: none"> <li>a. where <b>you</b> do not have a suitable <b>reference</b> for the employee covering the period of at least two years immediately prior to commencement of employment with <b>you</b>;</li> <li>b. unless <b>you</b> notify <b>us</b> of such losses during the <b>period of insurance</b> or within 30 days of expiry of the <b>period of insurance</b>;</li> <li>c. arising from the unauthorised use of any telephone system by any of <b>your</b> employees.</li> </ol>
Financial loss	<p><b>We</b> will indemnify <b>you</b> if, during the <b>period of insurance</b> any party brings a claim against <b>you</b> in writing for <b>financial loss</b>.</p> <p><b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p> <p><b>We</b> will not make any payment for any claim or loss directly or indirectly due to <b>financial loss</b>:</p> <ol style="list-style-type: none"> <li>a. sustained by any employee arising out of and in the course of employment by <b>you</b> in the <b>business</b>;</li> <li>b. arising as a result of strikes, lockouts or labour disturbances in which <b>you</b> or <b>your</b> employees are involved;</li> <li>c. arising from <b>fraud and dishonesty</b> or from any insolvency or financial default;</li> <li>d. arising from the passing-off or the infringement of patents, copyrights, trademarks or trade names or from deceit or injurious falsehood;</li> <li>e. for which an indemnity is provided by any other section of the <b>policy</b>;</li> <li>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 <b>your business</b> including, but not limited to, any diminution in the performance of any website or electronic means of communication;</li> <li>g. for the diminution of the value of any property;</li> <li>h. when <b>your</b> liability arises under a contract or agreement;</li> <li>i. arising from <b>inefficacy</b>.</li> </ol>
Claims against principals	<p>If, as a result of <b>your business</b>, any party brings a claim, which falls within the scope of <b>What is covered</b>, Claims against you, against a customer of <b>your business</b> for whom <b>you</b> are providing services under contract or agreement and <b>you</b> are liable for that claim, <b>we</b> will treat such claim as if made against <b>you</b> and make the same payment to such customer that <b>we</b> would have made to <b>you</b>, provided that the party to be indemnified:</p> <ol style="list-style-type: none"> <li>a. has not, in <b>our</b> reasonable opinion, caused or contributed to the claim against them;</li> <li>b. accepts that <b>we</b> can control the claim's defence and settlement in accordance with the terms of this section;</li> <li>c. has not admitted liability or prejudiced the defence of the claim before <b>we</b> are notified of it;</li> <li>d. gives <b>us</b> the information and co-operation <b>we</b> reasonably require for dealing with the claim.</li> </ol>
Criminal proceedings costs	<p>If any governmental, administrative or regulatory body brings any criminal action against <b>you</b> during the <b>period of insurance</b> for any breach of statute or regulation directly relating to any actual or potential claim under this section, <b>we</b> will pay the costs incurred with <b>our</b> prior written consent to defend such an action against <b>you</b> or any employee of <b>yours</b>.</p>

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**;
- b. 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

Property for which you are responsible

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

1. 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;
  - b. premises, including their contents, which are not owned or rented by **you**, where **you** are temporarily carrying out **your business**;
  - c. 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.

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.

2. 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

3. **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

4. 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**. **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.

Pollution

5.
  - 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.

## Cleaning contractors – public liability

### Policy wording

Use of heat	6. any work involving the use or application of heat away from <b>your</b> own premises.
Hazardous premises	7. any work undertaken by <b>you</b> 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	8. any work undertaken where <b>you</b> 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	9. the disposal or dumping by <b>you</b> of any waste or materials at any location which is not licensed to accept such waste or materials.
Securing premises	10. <b>your</b> failure to secure any client's premises where <b>you</b> have been carrying out <b>your business</b> unless <b>you</b> have taken all reasonable steps to secure the premises as required by <b>your</b> client after <b>you</b> have finished undertaking <b>your business</b> .
Computer virus	11. transmission of a computer <b>virus</b> .
Professional advice	12. designs, plans, specifications, formulae, directions or advice prepared or given by <b>you</b> .
Your products and services	13. the costs of altering, recalling, removing, reinstating, repairing, reconditioning or replacing any <b>product</b> or any of its parts. 14. a. any of <b>your products</b> relating to aircraft, including missiles or spacecraft, and any ground-support or control equipment used in connection with such products; b. any of <b>your products</b> installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or <b>your products</b> .
Deliberate or reckless acts	15. any act, breach, omission or infringement <b>you</b> 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 <b>What is covered, Additional cover</b> , Clients' losses from fraud and dishonesty, but <b>we</b> will not in any event provide cover to any party who actually commits, condones or ignores any fraud or dishonesty.
Contracts	16. <b>your</b> liability under any contract which is greater than the liability <b>you</b> would have at law without the contract.
Date recognition	17. <b>date recognition</b> .
War, terrorism and nuclear	18. <b>war, terrorism or nuclear risks</b> .
Asbestos	19. <b>asbestos risks</b> . B. <b>We</b> will not make any payment for:
Restricted recovery rights	1. that part of any claim where <b>your</b> 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	3. 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	4. any claim brought against <b>you</b> resulting from work <b>you</b> undertake in any country outside the <b>geographical limits</b> .
Consequential or trading losses	5. <b>your</b> 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 <b>your products</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims. <b>We</b> will also pay for <b>defence costs</b> for those claims until the limit of indemnity has been exhausted. <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.  |  |              |                       |              |
| Pollution  | b. For claims arising from <b>pollution</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> , including any claims forming part of a series of other claims regarded as one claim under this section. The most <b>we</b> will pay for <b>defence costs</b> in relation to <b>pollution</b> claims is the amount shown in the schedule. <b>You</b> must pay the relevant <b>excess</b> 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 <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> . <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.   |  |              |                       |              |
| Criminal proceedings costs                       | d. The most <b>we</b> will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against <b>you</b> during the <b>period of insurance</b> .  |  |              |                       |              |
| Court attendance compensation                    | e. <b>We</b> will pay <b>you</b> the following compensation for each day, or part day: <table border="0" style="margin-left: 20px;"> <tr> <td style="padding-right: 20px;">1. <b>You</b> or <b>your</b> partner or director</td> <td style="text-align: right;">£250 or €300</td> </tr> <tr> <td>2. Any other employee</td> <td style="text-align: right;">£100 or €115</td> </tr> </table> <p>The most <b>we</b> will pay for the total of all court attendance compensation is £10,000 or €11,500.</p> | 1. <b>You</b> or <b>your</b> partner or director | £250 or €300 | 2. Any other employee | £100 or €115 |
| 1. <b>You</b> or <b>your</b> partner or director | £250 or €300   |  |              |                       |              |
| 2. Any other employee                            | £100 or €115   |  |              |                       |              |
| Loss of keys                                     | f. The most <b>we</b> will pay in any one <b>period of insurance</b> for this additional cover is shown in the schedule.<br><br>The <b>excess</b> for this additional cover is shown in the schedule.  |  |              |                       |              |
| Unauthorised use of telephones                   | g. The most <b>we</b> will pay in any one <b>period of insurance</b> for this additional cover is the amount shown in the schedule.<br><br>The <b>excess</b> for this additional cover is shown in the schedule.   |  |              |                       |              |
| Clients' losses from fraud and dishonesty        | h. The most <b>we</b> will pay for <b>your</b> clients' losses from <b>fraud and dishonesty</b> is the amount shown in the schedule.<br><br>The <b>excess</b> for this additional cover is shown in the schedule.  |  |              |                       |              |
| Financial loss                                   | i. The most <b>we</b> will pay in any one <b>period of insurance</b> for this additional cover is the amount shown in the schedule.<br><br>The <b>excess</b> for this additional cover is shown in the schedule.   |  |              |                       |              |
| Your own losses from fraud and dishonesty        | j. The most <b>we</b> will pay for <b>your</b> own losses from <b>fraud and dishonesty</b> is the amount shown in the schedule.<br><br>The <b>excess</b> for this additional cover is shown in the schedule.   |  |              |                       |              |
| Paying out the limit of indemnity                | At any stage <b>we</b> can pay <b>you</b> the applicable limit of indemnity or what remains after any earlier payment from that limit. <b>We</b> will pay <b>defence costs</b> already incurred at the date of <b>our</b> payment. <b>We</b> will then have no further liability for those claims or their <b>defence costs</b> .  |  |              |                       |              |

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**Your obligations**

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- If a problem arises
1. **We** will not make any payment under this section unless:
    - 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 7 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;
      - ii. 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.
  2. 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.

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**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.

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

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### Special definitions for this section

<b>Bodily injury</b>	Death or any bodily or mental injury or disease.
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Employee</b>	<p>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 <b>you</b> in connection with <b>your business</b> who is:</p> <ul style="list-style-type: none"><li>a. employed by <b>you</b> under a contract of service or apprenticeship;</li><li>b. hired to or borrowed by <b>you</b>;</li><li>c. self-employed and working on a labour only basis under <b>your</b> control or supervision;</li><li>d. engaged by labour only sub contractors;</li><li>e. a labour master or a person supplied by him;</li><li>f. engaged under a work experience or training scheme;</li><li>g. a voluntary helper.</li></ul>
<b>Terrorism</b>	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.

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### What is covered

Claims against you	<p>If any <b>employee</b> brings a claim against <b>you</b> for <b>bodily injury</b> caused to them during the <b>period of insurance</b> arising out of their work for <b>you</b> within, or while working temporarily outside, the <b>geographical limits</b>, <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p>The amount <b>we</b> pay will include <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
Criminal proceedings	If any governmental, administrative or regulatory body brings any criminal action against <b>you</b> during the <b>period of insurance</b> for any breach of statute or regulation directly relating to any actual or potential claim under this section, <b>we</b> will pay the costs incurred with <b>our</b> prior written consent to defend such an action against <b>you</b> .
Claims against principals	<p>If, as a result of <b>your business</b>, any party brings a claim, which falls within the scope of <b>What is covered</b>, Claims against you, against a customer of <b>your business</b> for whom you are providing services under contract or agreement and <b>you</b> are liable for that claim, <b>we</b> will treat such claim as if made against <b>you</b> and make the same payment to such customer that <b>we</b> would have made to <b>you</b>, provided that the party to be indemnified:</p> <ul style="list-style-type: none"><li>a. has not, in <b>our</b> reasonable opinion, caused or contributed to the claim against them;</li><li>b. accepts that <b>we</b> can control the claim's defence and settlement in accordance with the terms of this section;</li><li>c. has not admitted liability or prejudiced the defence of the claim before <b>we</b> are notified of it;</li><li>d. gives <b>us</b> the information and co-operation <b>we</b> reasonably require for dealing with the claim.</li></ul>
Court attendance compensation	If any person within the definition of <b>you</b> , or any other relevant party chosen by <b>you</b> (except expert witnesses) has to attend court as a witness in connection with a claim against <b>you</b> covered under this section, <b>we</b> will pay <b>you</b> compensation for each day that their attendance is



**Your obligations**

If a problem arises

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

1. 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](mailto: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.

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**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.

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

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### Special definitions for this section

<b>Tools and equipment</b>	<p>Only the following tools and equipment used in connection with the <b>business</b> which belong to <b>you</b> or for which <b>you</b> are legally responsible:</p> <ol style="list-style-type: none"><li>plant and machinery;</li><li>hand tools and portable power tools;</li><li>stock, samples and goods held in trust;</li><li>laptops and mobile phones;</li><li>ladders;</li><li>hired-in plant and machinery.</li></ol>
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### 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:
- 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;
  - 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:
    - 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	1. loss of hiring charges for which <b>you</b> are responsible under a standard hire contract arising directly from <b>damage to tools and equipment</b> insured under this section. The most <b>we</b> will pay in any one <b>period of insurance</b> is shown in the schedule.
Debris removal	2. the necessary and reasonable costs and expenses <b>you</b> incur to remove debris of <b>tools and equipment</b> from <b>your business premises</b> , a temporary storage site, a contract site or the area immediately adjacent, following <b>damage</b> insured by this section. The most <b>we</b> will pay in any one <b>period of insurance</b> is shown in the schedule.
Personal effects	3. <b>damage</b> occurring in the <b>business premises</b> during the <b>period of insurance</b> to the <b>personal effects</b> of <b>your</b> employees or visitors to <b>your business premises</b> provided they are not insured elsewhere. The most <b>we</b> will pay in any one <b>period of insurance</b> is shown in the schedule.
Lock replacement	4. the costs <b>you</b> incur to replace locks, keys or passcards necessary to maintain the security of the <b>business premises</b> following theft of keys or passcards involving force or violence occurring during the <b>period of insurance</b> . The most <b>we</b> will pay in any one <b>period of insurance</b> is shown in the schedule.
Identity fraud	5. the following reasonable and necessary expenses <b>you</b> have to pay solely as a direct result of an <b>identity fraud</b> occurring during the <b>period of insurance</b> : <ol style="list-style-type: none"><li>solicitor's fees to defend a claim against <b>you</b> by financial institutions, to remove incorrect judgments, to challenge a credit rating or to witness <b>your</b> signature;</li></ol>

## Cleaning contractors: property – tools and equipment

Policy wording

- b. 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.

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### What is not covered

**We** will not make any payment for:

1. **damage** caused by:
  - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
  - b. 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.
5. **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.
12. 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
  - b. **damage** which would otherwise be covered under this section which itself was caused by pollution or contamination.
13.
  - 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.

## Cleaning contractors: property – tools and equipment

Policy wording

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.**

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### 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;
2. 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
  - b. 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.

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### Your obligations

#### If any damage occurs

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

1. notify **us** promptly of any **damage** which might be covered;
2. report to the police, as soon as 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

## Cleaning contractors: property – tools and equipment

Policy wording

Hiring in equipment	<p><b>we</b> have the right to inspect the damaged property. <b>We</b> will tell <b>you</b> if <b>we</b> want to do this.</p> <p>When hiring in <b>tools and equipment you</b> must complete and record an inventory check and inspect all items for <b>damage</b> prior to acceptance and agree a schedule of any <b>damage</b> with the hire company before taking charge of the <b>tools and equipment</b>. Upon returning the <b>tools and equipment</b> to the hire company <b>you</b> must only return the <b>tools and equipment</b> to persons authorised within the hire company to accept their return.</p> <p><b>We</b> will not make any payment under this section in respect of any incident occurring whilst <b>you</b> are not in compliance with this condition unless <b>you</b> can demonstrate that such non-compliance could not have increased the risk of the <b>damage</b> occurring in the circumstances in which it occurred.</p>
Protections	<p><b>You</b> must ensure that all fire alarms, security systems and physical protections are in full operation whenever the <b>business premises</b> are left unattended, unless <b>you</b> have already advised <b>us</b> that a system is not working properly. <b>We</b> may then change the terms and conditions of this <b>policy</b>.</p> <p><b>We</b> will not make any payment under this section in respect of any incident occurring whilst <b>you</b> are not in compliance with this condition unless <b>you</b> can demonstrate that such non-compliance could not have increased the risk of the <b>damage</b> occurring in the circumstances in which it occurred.</p>
Unoccupancy	<p>You must tell <b>us</b> immediately if the <b>business premises</b> will be left unoccupied or will not be used for more than 30 consecutive-days. <b>We</b> may change the terms and conditions of this <b>policy</b> or impose additional requirements that <b>you</b> must carry out. If <b>we</b> impose additional requirements <b>we</b> will tell <b>you</b> the timeframes within which <b>you</b> must carry them out.</p> <p>If <b>you</b> do not tell <b>us</b>, <b>we</b> will not make any payment under this section for <b>damage</b> occurring while the <b>business premises</b> are unoccupied.</p>



**Cleaning contractors: property – tools and equipment**  
Policy wording

## Commercial legal protection

### 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](http://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](http://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](mailto: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
- b. 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

than not that the appeal will be successful.

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

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

The most **DAS** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000.

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**Special definitions for this section**

<b>DAS</b>	DAS Legal Expenses Insurance Company Limited.
<b>The policyholder</b>	The insured named in the <b>policy</b> schedule.
<b>Insured person</b>	<b>The policyholder</b> and <b>the policyholder's</b> directors, partners, managers, employees and any other individuals declared to us by <b>the policyholder</b> .
<b>Appointed representative</b>	The lawyer, accountant or other suitably qualified person, who has been appointed to act for an <b>insured person</b> in accordance with the terms of this section.
<b>Full enquiry</b>	An extensive examination by HM Revenue and Customs which considers all aspects of <b>the policyholder's</b> tax affairs, excluding those enquiries which are limited to one or more specific aspects of <b>the policyholder's</b> self assessment and/or corporation tax return.
<b>Aspect enquiry</b>	An examination by HM Revenue and Customs which considers one or more specific aspects of <b>the policyholder's</b> self assessment and/or corporation tax return.
<b>Date of occurrence</b>	<ol style="list-style-type: none"><li>For civil cases (other than under <b>insured incident - 4 Tax protection</b>), the <b>date of occurrence</b> is the date of the event that leads to a claim..</li><li>For criminal cases, the <b>date of occurrence</b> is when the <b>insured person</b> commenced or is alleged to have commenced to violate the criminal law in question.</li><li>For <b>full enquiries</b> or <b>aspect enquiries</b>, the <b>date of occurrence</b> is when HM Revenue and Customs first notifies in writing the intention to make enquiries.</li></ol> <p>For Employers' Compliance and Value Added Tax disputes, the <b>date of occurrence</b> is when the relevant authority sends an assessment or written decision to <b>the policyholder</b>.</p>
<b>Costs and expenses</b>	
<b>Legal costs</b>	All reasonable and necessary costs chargeable by the <b>appointed representative</b> on a standard basis.  Also the costs incurred by opponents in civil cases if an <b>insured person</b> has been ordered to pay them, or pays them with the agreement of <b>DAS</b> .
<b>Accountant's costs</b>	A reasonable amount in respect of all costs reasonably incurred by the <b>appointed representative</b> .
<b>Attendance expenses</b>	The <b>insured person's</b> salary or wages for the time that the <b>insured person</b> is off work to attend any arbitration, court or tribunal hearing at the request of the <b>appointed representative</b> or while attending jury service. <b>DAS</b> will pay for each half or whole day that the court, tribunal or the <b>insured person's</b> employer will not pay for.  The amount <b>DAS</b> will pay is based on the following: <ol style="list-style-type: none"><li>the time the <b>insured person</b> is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours;</li><li>if the <b>insured person</b> works full time, the salary or wages for each whole day equals 1/250th of the <b>insured person's</b> yearly salary or wages;</li><li>if the <b>insured person</b> works part-time, the salary or wages will be a proportion of the <b>insured person's</b> weekly salary or wages.</li></ol>

**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.

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**Insured incidents we will cover****1. Employment disputes and compensation awards****a. Employment disputes**

**DAS** will defend **the policyholder's** legal rights:

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

1. any basic and compensatory award; and/or
2. an order for compensation following a breach of **the policyholder's** statutory duties under employment legislation in respect of a claim **DAS** have accepted under **insured incident 1.a.**

Provided that:

1. In cases relating to performance and/or conduct, **the policyholder** has throughout the employment dispute either:
  - a. followed the ACAS Code of Disciplinary and Grievance Procedures as prepared by the Advisory, Conciliation and Arbitration Service; or
  - b. followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
  - c. sought and followed advice from the **DAS** legal advice service.
2. For an order of compensation following **the policyholder's** breach of statutory duty under employment legislation **the policyholder** has at all times sought and followed advice from the **DAS** legal advice service since the date when **the policyholder** should have known about the employment dispute.
3. For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **the policyholder** has sought and followed advice from the **DAS** Claims Department prior to serving notice of redundancy.
4. The compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **DAS**.
5. The total of the compensation awards payable by **DAS** shall not exceed £1,000,000 in any one **period of insurance**.

#### 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;
  - c. 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.
4. Any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.

#### 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:

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

where it is alleged that the **insured person** has or may have committed a criminal offence; or
  - b. following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction; 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.
2. **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
  - b. civil action is taken against them as a trustee of a pension fund set up for the benefit of **the policyholder's** employees.
4. **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.

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Provided that:

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

#### 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:

1. 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
3. 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.

## Commercial legal protection

### Policy wording

Provided that:

1. 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

1. 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.
3. 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.
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.

**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.
3. **DAS** have the right to select the method of enforcement, or to forego enforcing judgment if **DAS** are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

**What is not covered**

1. Any debt arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the debt is due within the first 90 days of the indemnity provided by this section.
2. Any claim relating to the following:
  - a. the settlement payable under an insurance policy;
  - 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**

1. Any claim reported to **DAS** more than 180 days after the date the **insured person** should have known about the **insured incident**.
2. **Costs and expenses** incurred before the written acceptance of a claim by **DAS**.
3. Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under **insured incident 1 b. Compensation Awards** and **2 Legal Defence**.
4. Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
5. Any claim relating to rights under a franchise or agency agreement entered into by **the policyholder**.
6. Any **insured incident** deliberately or intentionally caused by an **insured person**.
7. A dispute with **DAS** or Hiscox not otherwise dealt with under Condition 7.
8. Any claim relating to a shareholding or partnership share in **the policyholder** unless such shareholding was acquired under a scheme open to all employees of **the policyholder** or a substantial number of them of a certain minimum grade other than the directors or partners of **the policyholder**.
9. Judicial review.
10. Legal action an **insured person** takes which **DAS** or the **appointed representative** has not agreed to or where the **insured person** does anything that hinders **DAS** or the **appointed representative**.

11. When either at the commencement of or during the course of a claim, **the policyholder** is bankrupt or has filed a bankruptcy petition or winding-up petition, or has made an arrangement with its creditors, or has entered into a deed of arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator.

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**Conditions which apply to the whole section**

1. An **insured person** must:
  - a. keep to the terms and conditions of this section;
  - b. 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;
  - f. give **DAS** full details of any claim as soon as possible and give **DAS** any information they need.
2.
  - a. **DAS** can take over and conduct in the name of the **insured person**, any claim or legal proceedings at any time.  
**DAS** can negotiate any claim on behalf of an **insured person**.
  - b. **DAS** shall choose the **appointed representative** to represent an **insured person** in any proceedings where **DAS** are liable to pay a compensation award. In any other case the **insured person** is free to choose an **appointed representative** (by sending **DAS** a suitably qualified person's name and address) if:
    - (i) **DAS** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings; or
    - (ii) there is a conflict of interest.
  - c. Before an **insured person** chooses a lawyer or an accountant, **DAS** can appoint an **appointed representative**.
  - d. An **appointed representative** will be appointed by **DAS** and represent an **insured person** according to **DAS**' standard terms of appointment, which may include a 'no win, no fee' agreement. The **appointed representative** must co-operate fully with **DAS** at all times.
  - e. **DAS** will have direct contact with the **appointed representative**.
  - f. An **insured person** must co-operate fully with **DAS** and with the **appointed representative** and must keep **DAS** up-to-date with the progress of the claim.
  - g. An **insured person** must give the **appointed representative** any instructions that **DAS** require.
3.
  - a. An **insured person** must tell **DAS** if anyone offers to settle a claim and must not agree to any settlement without the written consent of **DAS**.
  - b. If an **insured person** does not accept a reasonable offer to settle a claim, **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.
4.
  - a. If **DAS** ask, an **insured person** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited.
  - b. An **insured person** must take every step to recover **costs and expenses** that **DAS** have to pay and must pay **DAS** any **costs and expenses** that are recovered.

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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.
10. 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.

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### 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](http://www.das.co.uk). From the Home Page click on the Employment Manual icon. All the sections of this web-based document can be printed off for **your** own use. Contact **DAS** at [marketing@das.co.uk](mailto: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](http://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.



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

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