

# Business Package Policy

## Important Notice to Policyholder (applicable from the Effective Date shown on your Renewal Schedule)

We continually review Our product offerings in Our aim to ensure the cover provided is competitive in an ever-changing market. We have reissued Your policy wording to reflect changes to the cover. This notice is to advise You of the important updates.

The changes, summarised below, take effect from the renewal date. **Please note that these changes may apply to aspects of the policy of insurance for which cover has not been provided.** Please therefore read all Policy documentation carefully as this will confirm the cover provided. Please contact Your broker, intermediary or Agent, should You have any questions.

**Your policy wording and documentation changes are summarised as follows:**

### Business Advice Services Section

- **Eurolaw Commercial Legal and UK Tax Advice** -

clarification advice is by telephone and in respect of legal problems affecting the business.

- **Counselling Helpline** - their family is amended to read 'their immediate family' who permanently live with them aged 18 or over and to 16 and 17 year olds provided they are in full-time employment. Calls may be recorded.
- **Health and Medical Assistance Helpline** - clarification that calls are answered by a medically qualified person, Monday to Friday, 9am to 5pm.
- **Employment Manual** details added and the option to be notified when it is updated.

### General Conditions

- **6: Choice of Law** - reference to European Law has been removed.
- **8: Security Protections** - number **6** updated regarding security requirements for both electrically and manually operated roller shutters.

### General Exclusions

- **7: Computer Virus and Hacking** - this Exclusion does not apply to 'Section 10: Engineering'.

### Section 1: Material Damage

Following Extension is amended:

- **B: European Union and Public Authorities** - is renamed **Public Authorities** and reference to European Union has been removed.

### Section 1: Material Damage (contd.)

Following Clauses are amended:

- **2: Reinstatement Basis of Settlement** - reference to European Union has been removed and replaced by 'legislation and regulations under Acts of Parliament'.
- **3: Day One (Non Adjustable)** - reference to European Union has been removed and replaced by 'legislation and regulations under Acts of Parliament'.

Following Conditions are amended:

- **3: Electrical Inspection** - requirement **b iii** that Code C3 classified improvements be carried out within 6 months, has been deleted.
- **7: Flat / Felt Roof** is renamed **Roof Condition** and further defined to include a 'roof with a pitch of 12.5 degrees or less'. Any recommendations for improvements following inspection must be carried out within 28 days as opposed to immediately.

### Section 6: Employers Liability

Following Extension is amended:

- **B: Health and Safety at Work, etc. Act 1974** - applicable to employees only.

Following Extension is added:

- **H: Cross Liabilities**

### Section 7: Public Liability

Following Extension is amended:

- **B: Health and Safety at Work, etc. Act 1974** - applicable to anyone other than employees.

Following Extension is added:

- **M: Data Protection Act 2018** - Updated following the Data Protection Regulations 2018.

### Section 10: Engineering

Following Definitions are added:

- Biomass and Biogas Installations
- Cyber Event
- Electronic Derangement
- Hydroelectric Installations

Following Definition is deleted

- Verified

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### Section 10: Engineering (contd.)

#### Following Definitions are amended

- **Accident** point **f** is amended to read 'Damage caused by or due to operator error that results in the overloading of Covered Equipment.'
- **Breakdown** - updated to include Electronic Derangement.
- **Covered Equipment** – amended to exclude 'any Biomass or Biogas Installation' 'any Hydroelectric Installation'.

#### The following Extension is amended:

- **2: Computer Equipment, Reinstatement of Data and Increased Costs of Working** - 'Computer Equipment' amended to 'Covered Equipment'.  
Cover only applicable if not otherwise excluded.

#### Following Condition is amended

- **1: Back up Records** - wording updated.

#### Following Exclusions are added:

- **2: Loss or Damage caused by a Cyber Event.**
- **3: Damage to data or Media in defined situations**

#### Following Exclusions are amended:

- **2a** is renumbered **4**.
- **2b** is renumbered **5**.

### Section 12: Commercial Legal Expenses

#### Following Definitions are amended:

- **Costs and Expenses** updated to 'All reasonable, proportionate and necessary costs'.
- **DAS Standard Terms of Appointment**
- **Date of Occurrence** point **a** is updated and 'other than under insured Incident I Tax Protection' is deleted and replaced with 'other than as specified under point **c** to point **e** below' which covers Insured Incident C Statutory Licence Appeal, Insured Incident I, Tax Protection and Insured Incident B, Legal Defence 5, Statutory Notice Appeals.
- **Insured Person**
- **Preferred Law Firm**
- **Reasonable Prospects**
- **VAT Dispute** is amended to 'Value Added Tax (VAT) Dispute'

#### Following Definitions are added:

- **Appointed Representative**
- **Countries Covered**
- **Insured Incident**
- **Tax Enquiry**

#### Following Definitions are deleted:

- **Aspect Enquiry**
- **Cross-Tax Enquiry**
- **Full Enquiry**
- **Representative**
- **Territorial Limits**

#### Two new sections are added:

- **Making a Claim**
- **Important Information**

**Cover** is amended from 'the Insured Person' to 'You (or where specified, the Insured Person)'. A further point is added to explain the cover provided 'during the currency of a previous equivalent legal expenses insurance'.

#### What We Will Pay heading is added and the section amended:

- The total of all compensation awards under Insured Incident A Employment Disputes and 2 Compensation Awards in any one period of insurance shall not exceed £1,000,000.
- The amount We will pay a law firm (where acting on Your behalf) is currently £100 per hour.
- In respect of Insured incident B Legal Defence 6 Jury Service payment for the Insured Person is amended from 'absent from work' to 'attending court or tribunal'.

#### We will not pay is amended:

- We will not pay the VAT element of any Costs and Expenses if the Insured is registered for VAT.
- The first £500 of any contract dispute claim where the amount in dispute exceeds £5,000 must be paid within 21 days. The commencement of the 21 days will depend on if you are using a Preferred Law Firm or Your own law firm.
- The payments relating to Aspect Enquiries are deleted.

#### Insured Incidents have been updated:

#### A Employment Disputes and Compensation Awards

- 1 **Employment Disputes Exclusions** - new exclusions: 'employee internal disciplinary or grievance procedures' and 'pursuing Your legal rights'.

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### Section 12: Commercial Legal Expenses (contd.)

- **2 Compensation Awards** paid in respect of a claim agreed under Insured Incident 1 Employment Disputes.

Cover amended to include the contact number 0345 878 5024.

Exclusion point 2 deletion 'of employment or a statutory provision' requirement under a contract.

New **Exclusion 5** 'A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.'

- **3 Employee Civil Legal Defence** wording updated.

- **4 Service Occupancy** wording updated.

### B Legal Defence

- **1 Criminal Pre-proceedings**: Cover amended to claims relating to the Health and Safety at Work Act 1974 and the territorial limits where the Act applies. Cover is for criminal investigations and/or prosecutions arising directly in connection with the business activities.

- new **Exclusions** added for: investigations due to alleged infringement of road traffic laws in relation to a motor vehicle; criminal investigations or enquiries on behalf of HM Revenue and Customs.

- **2 Criminal Prosecution Defence**: Cover amended to claims relating to the Health and Safety at Work Act 1974 and the territorial limits where the Act applies.

**Exclusion** amended to 'alleged' infringement of road traffic laws.

- **3 Data Protection** wording and Exclusion updated.

- **6 Jury Service and Court Attendance**: wording amended and new Exclusion added to exclude claims where the loss cannot be proved.

### C Statutory Licence Appeal

Exclusions wording updated.

### D Contract Disputes

- Cover amended to pay Costs and Expenses in a contractual dispute.

- Exclusions wording updated.

### E Tenancy Disputes

- Cover amended to pay Costs and Expenses.

- Exclusions wording updated.

### F Debt Recovery

- Cover amended to pay Costs and Expenses.

- Exclusions wording updated.

### G Property Protection

- Cover amended to pay Costs and Expenses and a dispute to physical property.

- Exclusions wording updated.

- and a requirement that there be reasonable prospects of establishing legal ownership to the physical property which is the subject of the dispute.

### I Tax Protection

- Cover amended to pay Costs and Expenses

- due to the deletion of the 'Aspect Enquiry' Definition items 1 and 2 are replaced with 'a Tax Enquiry'. The provisions and Exclusions have also been adjusted to reflect this.

**Exclusions** applicable to the Section have been updated.

**Exclusion 2** Costs DAS have not agreed updated to remove 'written' and amended to 'expressed'.

**Exclusion 6** Deliberate acts amended to **Wilful acts** and wording updated.

**Exclusion 8** A dispute with DAS wording updated.

**Exclusion 12** - relating to a Group Litigation Order has been deleted.

**Exclusion 13** is renumbered **12**

**Exclusion 14** is renumbered **13**

**Conditions** - wordings updated.

**Condition 1b** - wording updated to allow You to pick the law firm or tax expert of Your choice.

**Condition 3a** - 'DAS written consent' amended to 'DAS expressed consent' and

**Condition 3d** - relating to settlement on a without costs basis is deleted.

**Condition 6b** added to clarify that 'if during the course of a claim, Reasonable Prospects no longer exist the cover We provide will end at once.'

**Condition 7** - expert opinion wording updated.

**Condition 8** now becomes **Condition 9**.

**Condition 9** now becomes **Condition 12**.

Following **Conditions** are added:

**Condition 8** - arbitration procedure.

**Condition 10** - where cover is also provided under another policy.

**Condition 11** - applicable law.

**DASBusinesslaw** - code to access documents updated to DASBNI100 and the wording is updated.

**Data Protection** - wording updated to reflect changes as per Data Protection Act 2018 and address of DAS privacy statement for full information of how your data will be processed.

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**How to make a complaint** - wording updated.

**DAS Head and Registered Office** - wording updated.

**Financial Services Compensation Scheme** - wording updated.

### Section 13: Terrorism

The following Definition is amended:

- **Cover:**  
'as insured by this Policy' is applicable to Cover 1 Heads of Cover and Cover 2 Non-Damage Business Interruption.

NIG BP NTP 0721v1

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