

Property Owners Policy

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

We have reviewed how We charge for and apply terms including the Excess for Contingency 9 Flood. You should check Your Policy Schedule for any changes to the Excess for Contingency 9 Flood.

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** - amended 'qualified nurse' to 'a medically qualified person'.
- **Employment Manual** address updated and option to be notified when it is updated.
- **DASBusinesslaw** – code to access documents updated to DASBNIG100.

General Conditions

- **F: Choice of Law** - reference to European Law has been removed.

General Exclusions

- **1: War, Government Action and Terrorism** - Terrorism definition amended to include acts by an individual person and 'Damage' amended to 'loss, destruction or damage'.
- **3: Radioactive Contamination** - 'Damage' amended to 'loss, destruction or damage'.
- **6: Computer Virus and Hacking** - reference to impact by 'train' removed.

Section 1: The Structure

Following Contingency is amended:

- **15: Any Accidental Cause** – Glass exclusions apply to Shop Front Glass.

Following Extensions are amended:

- **3: European Union and Public Authorities** - is renamed **Public Authorities** and reference to European Union has been removed.
- **19: Alternative Accommodation Costs** – this Extension is no longer applicable to commercial premises.
- **32: Illegal Cultivation of Drugs** – amended to include commercial Premises as well as residential Premises.
- **42: Third Party Failure to Insure** – 'Automatic Cover' amended to 'Capital Additions'.
- **43: Incombustible Reinstatement** - reference to European Community removed.

Following Section Exclusion is amended:

- **2: Glass** amended to include Shop Front Glass.

Section 2: Landlords Contents

Following Contingency is amended:

- **15: Any Accidental Cause** – Glass exclusions apply to Shop Front Glass.

Following Extension is amended:

- **5: Alternative Accommodation Costs** – this Extension is no longer applicable to commercial premises.

Following Section Exclusion is amended:

- **4: Glass** amended to include Shop Front Glass.

Section 3: Public Liability

Following Extension is amended:

- **10: Corporate Manslaughter and Corporate Homicide Act 2007** - the maximum liability under this Extension will not exceed £1,000,000.
- **13: Legionellosis** – in 2b 'Section' is replaced with 'Extension'. In 2i the indemnity limit is amended to that amount stated in this Extension (£100,000).

Following Extension is added:

- **14: Data Protection Legislation 2018** - Updated following the Data Protection Regulations 2018. The maximum We will pay out in compensation, costs and expenses is £1,000,000 in any one Period of Insurance.

Property Owners Policy

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

Section 5: Glass and Sanitary Ware

Extensions to Sub-Sections 1 & 2 is amended – clarification that cover includes Shop Front Glass.

Section 6: Employers Liability

Following Extensions are amended:

- **7: Corporate Manslaughter and Corporate Homicide Act 2007** – the maximum liability under this Extension will not exceed £1,000,000.

Section 8: Commercial Legal Expenses

Following Definitions are amended:

- **Costs and Expenses** updated to 'All reasonable, proportionate and necessary costs'.
- **Countries Covered** updated to include 'The United Kingdom of Great Britain and Northern Ireland' under Insured Incidents B Legal Defence (excluding 5 Statutory Notice Appeals), and H Personal Injury.
- **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**
- The Premises is amended to 'Let Property'
- VAT Dispute is amended to 'Value Added Tax (VAT) Dispute
- **Making a Claim**

Following Definitions are added:

- Holiday Home
- Insured Incident
- Short Term Let

Cover is amended from 'the Insured Person' to 'You (or where specified, the Insured Person)'.

What We Will Pay is amended:

- The most We will pay for all claims resulting from one or more event arising at the same time or from the same originating cause for Costs and Expenses and compensation awards is £250,000.

What We Will Pay is amended (Continued)

- 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.
- 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'.

What 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.
- We will not pay any Costs and Expenses under Insured Incidents J. Commercial and Residential Leased or Let Property and K. Rent Arrears arising from the use of the Premises as a Holiday Home and/or Short Term Let.

Insured Incidents have been updated:

A Employment Disputes and Compensation Awards

- **Exclusions** – new exclusions: 'dispute relating directly to the same matter which gave rise to that warning', 'employee internal disciplinary or grievance procedures' and 'pursuing Your legal rights'.
- **2 Compensation Awards** cover amended to cover 'compensation or damages' and updated contact number 0345 878 5024 with Exclusion point 2 deletion 'of employment or a statutory provision' requirement under a contract.
- **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.
- **Exclusions** amended not covering 'prosecutions due to infringement of road traffic laws' to not covering 'investigations due to alleged infringement of road traffic laws'
- **2 Criminal Prosecution Defence**: Exclusion amended to 'alleged' infringement of road traffic laws.
- **3 Data Protection** wording and Exclusion updated.

Property Owners Policy

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

Section 8: Commercial Legal Expenses (contd.)

- 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.
- Exclusion 1 wording updated to include 'unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of the cover'.
- Exclusion 2c 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.

J Commercial and Residential Leased or Let Property
- elements a to d wording updated.
- excludes any dispute arising from the use of the property as a Holiday home or Short Term Let.

K Rent Arrears
- Removal of point 2 ii requiring a detailed inventory and photographs.
What is not covered wordings updated.
- wording updated to include 'unless equivalent legal expenses insurance was continuously in force immediately prior to the start of cover'.
- any dispute arising from the use of the property as a Holiday home or Short Term Let is excluded.

General Exclusions - wordings updated
Exclusion 1 Late reported claims - wording updated.
Exclusion 2 Costs DAS have not agreed - wording updated to remove 'written' and amended to 'expressed'.

General Exclusions - wording updates contd.

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

Exclusion 8 A dispute with DAS - wording updated.

Exclusion 10 Judicial review - amended to **Judicial review, coroner's inquest or fatal accident inquiry**.

Exclusion 13 Litigant in person - wording updated.

Conditions - wordings updated.

Condition 1 Your representation - wording updated.

Condition 2 Your responsibilities amended to a 'condition precedent'.

Condition 3 Offers to settle a claim - wording updated.

Condition 6 Withdrawing cover amended to clarify that 'if during the course of a claim, Reasonable Prospects no longer exist the cover provided will end'.

Condition 7 Expert opinion - wording updated.

Condition 8 Arbitration - wording updated.

Following Condition is added:

Condition 11 Applicable Law

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.

How to make a complaint - wording updated.

DAS Head and Registered Office - wording updated.

Financial Services Compensation Scheme - wording updated.

Section 9: Terrorism

The following Definitions are amended:

- **Cover:**
'as insured by this Policy' deleted from Cover 1 and inserted so it is applicable to Cover 1 and 2.

Policy Extension 1: Equipment Breakdown

Following Definitions are added:

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

Property Owners Policy

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

Policy Extension 1: Equipment Breakdown (Contd.)

The following Definitions are amended:

- Accident is amended to remove reference to Damage caused by materials being processed and Damage caused by operator is clarified to mean resulting in the overloading of Covered Equipment.
- Covered Equipment amended to exclude: certain electricity generating equipment; Biomass or Biogas Installations; Hydroelectric Installations; equipment owned by tenants.

The following Additional Covers are amended:

- 3: Reinstatement of Data – 'Computer Equipment' amended to 'Covered Equipment'. Cover only applicable if not otherwise excluded.
- 4: Increased Costs of Working - Cover only applicable if not otherwise excluded.

Following Exclusion is added:

- Loss or Damage caused by a Cyber Event

Exclusion relating to Media is amended: to define instances where cover will not be provided.

Optional Extensions

Following Extension is amended:

- 1: Day One Extension. Deleted reference to European Union and replaced with legislation and regulations under Acts of Parliament.