

Business From Home 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.
- **Emergency Glazing & Security Assistance Helpline** - this is no longer supplied by Glassolutions and is now provided by one of Our approved supplier panel. The contact number will remain the same and calls may be recorded.

General Conditions

- **7: Minimum Protections** - number **5** updated regarding security requirements for both electrically and manually operated garage doors.
- **8: Choice of Law** - reference to European Law has been removed.
-

Claims Conditions

B: Making a Claim – the requirements are now a condition precedent to Our liability. Forward any claim, or any relating correspondence, by a third party to Us immediately.

General Exclusions

- **2: War, Government Action and Terrorism** - Terrorism meaning has been amended to replace 'Damage' with 'loss, destruction or damage' and replace 'caused by such event' with 'caused by or contributed to by or arising from such event'. Terrorism includes acts by an individual person.

Section 1: Business Contents

Following Extension is added:

- **K: Third Party Storage Sites** – Business Stock up to £1,000 at a single location within the UK, Channel Islands or the Isle of Man. The maximum indemnity in any one period of insurance is £5,000.

Following Special Condition is amended:

- **7: Flat Roof Condition** is renamed **Roof Condition** and is a condition precedent to Our liability. Flat roof is defined and includes a 'roof with a pitch of 12.5 degrees or less'. Any recommendations for improvements following inspection must be carried out within 28 days.

Section 2: Public and Products Liability

Following Extensions are amended:

- **D: Health and Safety at Work, etc. Act 1974** - requirement added that proceedings arise from an incident relating to a claim or potential claim under this Section.
- **H: Cross Liabilities** wording updated.
- **I: Data Protection Act 1998** is renamed **Data Protection Legislation 2018** and updated following the Data Protection Regulations 2018. The maximum We will pay out in compensation, costs and expenses is £500,000 in any one Period of Insurance.

Section 5: Business Interruption

Following Extension is added:

- **G: Storage Sites**

Section 7: Employers Liability

Following Extension is amended:

- **B: Health and Safety at Work, etc. Act 1974** - requirement added that proceedings arise from an incident relating to a claim or potential claim under this Section.

Following Extension is added:

- **D: Cross Liabilities**

Business From Home Policy

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

Section 9: The Structure

Following Extension is amended:

- **H: Public Authorities** - reference to European Community has been removed.

Following Special Condition is amended:

- **6: Flat Roof Condition** is renamed **Roof Condition** and is a condition precedent to Our liability. Flat roof is defined and includes a 'roof with a pitch of 12.5 degrees or less'. Any recommendations for improvements following inspection must be carried out within 28 days.

Section 11: Business Legal Expenses

Following Definitions are amended:

- **Costs and Expenses** updated to 'All reasonable, proportionate and necessary costs'. Accountant's Costs and Attendance Expenses are no longer specified under this heading.
- **Date of Occurrence** point **a** is updated and 'other than under insured Incident 4 Tax Protection' is deleted and replaced with 'other than as specified under point **c** to point **e** below' which covers Insured Incident 4, Tax Protection and Insured Incident 2, Legal Defence 5, Statutory Notice Appeals.
- **Insured Person**

Following Definitions are added:

- Appointed Representative
- Countries Covered
- DAS Standard Terms of Appointment
- Employer Compliance Dispute
- Insured Incident
- Preferred Law Firm
- Reasonable Prospects
- Tax Enquiry
- Value Added Tax (VAT) Dispute

Following Definitions are deleted:

- Aspect Enquiry
- Full Enquiry
- Representative
- Tax Intervention Enquiry
- Territorial Limits

Two new sections are added:

- Making a Claim
- Important Information

Cover is amended – including further points added to explain the cover provided 'during the currency of a previous equivalent legal expenses insurance' and that Reasonable Prospects must exist for the duration of the claim.

Two new sections are added under Cover:

- What We Will Pay
- What We Will Not Pay

Insured Incidents new heading added and the wording updated:

1 Employment Disputes and Compensation Awards

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

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

Cover amended to include the contact number 0345 878 5024.

Exclusion point **1e** relating to statutory rights for 'Sunday shop and betting work' is deleted.

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.'

New Section added:

- **C Employee Civil Legal Defence**

- **C Service Occupancy** updated to **D Service Occupancy** and the wording updated.

2 Legal Defence

Cover amended to pay Costs and Expenses

- **1a** deleted and replaced with

1 Criminal Pre-proceedings: Cover amended for claims relating to the Health and Safety at Work Act 1974 to 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.

- **1b** deleted and replaced with

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

- new **Exclusion** added for prosecution for alleged infringement of road traffic laws in relation to a motor vehicle.

Business From Home Policy

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

Section 11: Business Legal Expenses (contd.)

- 1c deleted and replaced with
- 3 Data Protection - wording updated following the Data Protection Regulations 2018.

- 2 is deleted and replaced with
- 4 Wrongful Arrest

- 3 a & b are deleted and replaced with
- 5 Statutory Notice Appeals

- 4, 5 & 6 are deleted and replaced with
- 6 Jury Service and Court Attendance - new Exclusion added to exclude claims where the loss cannot be proved.

3 Property Protection and Bodily Injury

A Property Protection

- Cover amended to pay Costs and Expenses and a dispute to physical property.
2 'any nuisance or trespass' replaced with
2 'a legal nuisance' and
3 'a trespass'.
- and a requirement that there be reasonable prospects of establishing legal ownership to the physical property which is the subject of the dispute.
- Exclusions wording updated and a new exclusion added – regarding the enforcement of a covenant by or against You.

B Bodily Injury

- Cover amended to pay Costs and Expenses and 'an event' amended to 'a specific or sudden accident'.
- Exclusions wording updated

4 Tax Protection

- Cover amended to pay Costs and Expenses
- wording updated to account for the revised definitions.
- new Exclusion in respect of any claim relating to import or excise duties and import VAT.

General Exclusions have been updated.
Exclusion 2 Costs DAS have not agreed updated to remove 'written' and amended to 'expressed'.
Exclusion 4 is renumbered 5
Exclusion 5 is renumbered 7
Exclusion 6 is updated to a Wilful act.
Exclusion 7 is renumbered 8 and the wording updated.
Exclusion 8 is renumbered 9 and the wording updated.
Exclusion 9 is renumbered 10 and the wording updated.
Exclusion 10 is renumbered 4.

Following Exclusions are added:

Exclusion 12 claims relating to written or verbal remarks that damage the Insured Person's reputation.

Exclusion 13 claims where an Insured Person is not represented by a law firm or barrister.

General Conditions have been updated.

Conditions 1a – f are renumbered 9a-e and the wording updated.

Conditions 2 a-e are renumbered 1a-d and the wording updated.

Conditions 2 f-g are re-lettered 2a-b and the wording updated.

Condition 3a - 'DAS written consent' amended to 'DAS expressed consent' and
Condition 3c is updated to explain DAS requirements in this circumstance.

Condition 4b extends to court attendance and jury service expenses paid by DAS.

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 – is renumbered 8 and internal complaints procedure wording updated.

Condition 8 – is renumbered 7 and expert opinion wording updated.

Condition 9 now becomes Condition 11.

Following Conditions are added:

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

Condition 12 - clarity around conflicts in meaning between the Legal Expenses Section and the general Policy terms.

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.