

Commercial Combined Summary of cover



This document provides a summary of all the covers available under Zurich's Commercial Combined proposition.

Our Commercial Combined proposition allows you to opt for the covers that specifically meet your needs.

Your policy title could be one of the following (depending on the covers you have selected):

- Commercial combined 'all risks'
- Commercial liability
- Material damage 'all risks'
- Material damage and Business interruption 'all risks'
- Business interruption 'all risks'*
- Employers' liability
- Public liability
- Public and Products liability
- Deterioration of stock*
- Loss of licence*
- Money*
- Goods in transit*
- Specified items 'all risks'*
- Computer breakdown*
- Legal expenses*

* Cover for Business interruption, Computer breakdown, Deterioration of stock, Goods in transit, Loss of licence, Money and Specified items 'all risks' are not within appetite without Material damage 'all risks'.

Your policy title will also be shown on your policy wording and schedule.

If after purchasing only some of the available section covers, you decide you want to purchase additional sections of covers, please contact us via your broker or Insurance intermediary to discuss your requirements.

To fully understand and to check the cover, sums insured, excesses, limits of indemnity and indemnity periods we are providing, excluding or limiting, it is important that you read this summary of cover in conjunction with the quotation/policy schedule and policy document we supply to you to ensure they meet your requirements.



Material damage 'all risks' section

Cover and extensions

The Material damage 'all risks' section provides 'all risks' cover to protect buildings, contents and stock against accidental damage.

You can select which of the following basis of claims settlement apply:

- **Day one** – We will pay you the cost of reinstating the property damaged based upon the declared value that you provide at the start of each period of insurance.
- **Indemnity** – We will pay you the value of the property insured at the time of its damage.
- **Public authorities** – We will pay the additional costs of reinstatement that are incurred to comply with public authority stipulations.
- **Reinstatement** – We will pay you the cost of reinstatement of the property damaged.
- **Rent payable** – Following damage to your buildings making them unfit for occupation we will pay for the rent until they become fit for occupation.

You can opt to have your sums insured index linked to take into account inflation, which will be automatically applied at each renewal date.

In addition, the following extensions may apply (**any limits applicable will be stated in your policy wording or schedule**):

- **Automatic reinstatement of sum insured** – Our liability will not be reduced by the amount of any loss, subject to payment of the appropriate additional premium.
- **Brand protection** – In the event of an incident that may result in a claim in excess of £1,000,000 across all sections an indemnity is provided to mitigate resultant damage to your reputation.
- **Capital additions** – Cover will automatically apply in respect of newly acquired buildings or contents.
- **Contract price** – Cover for goods sold but not delivered for which you are responsible subject to a sale contract which, following damage, is cancelled by reason of its condition, up to the contract price.
- **Customers' goods** – Cover for stock extends to include goods left in your custody belonging to customers.
- **Debris removal** – Cover for the costs of removing debris from, demolishing and/or boarding up of any damaged property.
- **Designation** – For the purposes of determining the heading under which property is insured we will accept the designation under which such property has been entered in your books.
- **Energy performance and sustainable buildings** – Cover for the additional cost of reinstatement to comply with the recommendations made under any current Energy Performance Certificate in respect of the damaged property.
- **Exhibitions, trade fairs and conferences** – Cover for property whilst at any one exhibition, trade fair or conference.
- **Fire brigade charges** – Cover for fire brigade charges and other extinguishing expenses.
- **Fire extinguishment expenses** – Cover for the costs for refilling fire extinguishing appliances and replacing used sprinkler heads resulting from insured damage.
- **Glass** – Cover for accidental breakage of fixed glass in windows, doors, showcases, counters and shelves.
- **Inadvertent omission to insure** – Cover for property which has been inadvertently left uninsured.
- **Involuntary betterment** – In the event that new property of a similar type and quality is not obtainable following damage, property which is similar and capable of performing the same function will not be considered to be betterment.
- **Landscaped gardens** – Cover of restoring landscaped gardens to their original appearance following damage at the premises.
- **Metered supplies** – Cover for water, gas or electric supply charges incurred as a consequence of damage.
- **Mitigation of imminent damage** – Cover for costs incurred by you prior to damage occurring for the sole purpose of avoiding or mitigating damage.

- **Mortgagees and lessors** – Any increase in the risk of damage to the buildings insured resulting from any act or neglect by the mortgagor or lessee will not prejudice the interest of any mortgagee or lessor provided that they immediately on becoming aware of such act or neglect give notice to us and you pay an additional premium if required.
- **Non-invalidated** – Cover will not be invalidated by any act or omission where unknown to you the risk of damage is increased provided that you immediately on becoming aware of such give notice to us and pay an additional premium if required.
- **Other interests** – The interest of any freeholder, mortgagee, lessor or similar party is noted.
- **Outside catering** – Cover for damage to contents and stock occurring at locations where you are providing outside catering within the territorial limits.
- **Personal effects** – Cover for damage to personal effects of your customers, visitors and employees while they are in your building.
- **Professional fees** – Cover for Architects', Surveyors', Legal and Consulting Engineers' fees incurred following damage.
- **Sanitary ware** – Cover for accidental breakage of fixed sanitary ware at your premises.
- **Selling your buildings** – Cover includes the interest of the buyer in the buildings being sold up to the date the contract is completed.
- **Seventy two hour clause** – If property insured is damaged by storm or flood we will treat all such damage occurring within 72 consecutive hours as one claim.
- **Subrogation waiver** – We will waive any rights, remedies or relief to which we might become entitled by subrogation against any subsidiary of yours.
- **Temporary removal** – Cover for contents while temporarily removed from the premises for cleaning, renovation, repair or similar purposes.
- **Temporary removal – documents and computer system records** – Cover for deeds, plans and other documents (but excluding computer system records) temporarily removed from your premises.
- **Theft damage to buildings** – Cover for damage to the buildings of the premises resulting from theft or attempted theft of contents or stock.
- **Theft of keys** – Cover for the necessary replacement of locks at your premises following theft of your keys and similar access control devices.
- **Trace and access** – Following the escape of water from fixed water appliances cover will be provided for reasonable costs and expenses incurred in locating the source of such damage and in repairing any damage.
- **Tradespeople** – Cover applies whilst tradespeople are working in your buildings for the purposes of making repairs, minor additions and alterations or decorations.
- **Unauthorised use of electricity, gas, oil or water** – Cover for costs you incur following the unauthorised use of metered electricity, gas, oil or water at your premises.
- **Undamaged goods** – Cover for stock extends to include the cost of replacing undamaged goods forming part of a consignment.
- **Upgrading sprinkler installation** – Cover for additional costs incurred if we require any existing and functioning automatic sprinkler installation to be upgraded following damage occurring at your premises.

Exclusions

The Material damage 'all risks' section does not provide cover for:

- **Collapse** – Damage to a building or structure used by you caused by its own collapse or cracking.
- **Consequential loss** – Consequential loss of any kind or description (other than Rent Payable when specifically shown in the schedule).
- **Damage to land** – Damage to land in excess of £25,000.
- **Dishonesty and fraud** – Damage caused by any acts of fraud or dishonesty.
- **Faulty or defective workmanship, wear and tear and steam pressure** – Damage caused by any faulty or defective workmanship, operational error or omission. Damage following the bursting by steam pressure of a boiler or similar is also excluded.
- **Gradual operating and inherent causes** – Damage caused by any inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level or its own faulty or defective design or materials.
- **Miscellaneous damage** – Damage caused by corrosion, rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects, temperature change, biological/chemical change, contamination or changes in colour/flavour, leaking joints, failure of welds, collapse, overheating of boilers or similar. Damage to any mechanical/electrical equipment caused by its own breakdown is also excluded.
- **Money and valuables** – Damage to money, jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books.
- **More specific insurance** – Any property more specifically insured by you or on your behalf.
- **Motor vehicles and other property** – Damage to vehicles licensed for road use, caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft, piers, jetties, bridges, culverts or excavations, livestock and growing crops or trees.
- **Pollution or contamination** – Damage caused by pollution or contamination.

This exclusion will not apply in respect of pollution or contamination which is sudden, identifiable, unintended and unexpected or which arises from a defined peril.

- **Premises in the course of construction, alteration or demolition** – Damage in respect of structures in the course of being demolished, constructed or altered. Damage in respect of materials used in connection with all such work are also excluded.
- **Process** – Damage caused by fire resulting from property undergoing any heating process or any process involving the application of heat during a production process or whilst a product is being serviced or repaired.
- **Property in the open** – Damage to fences, gates and movable property in the open, caused by wind, rain, hail, sleet, snow, flood or dust. Property in transit is also excluded.
- **Subsidence, ground heave and landslip** – Damage to land caused by subsidence, ground heave or landslip unless such also affects a building.
- **Theft or attempted theft** – Damage caused by theft or attempted theft not involving breaking into or out of the buildings by forcible and violent means.
- **Unattended machinery** – Damage caused by the use of unattended machinery.
- **Unexplained loss** – Damage arising from disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
- **Unoccupied buildings** – Damage, at premises not in use or unoccupied for more than 30 consecutive days, caused by freezing, escape of water from any tank, apparatus or pipe, or malicious persons not acting on behalf of or in connection with any political organisation.

The following General policy exclusions also apply to the Material damage 'all risks' section:

- **Communicable diseases** – No cover is provided for losses caused by or in connection with a communicable disease or a fear of a communicable disease.
- **Date related performance and functionality** – No cover is provided for losses caused by any data processing system failing to deal with any true calendar date.
- **Electronic risks** – No cover is provided for losses caused by any virus, hacking or denial of service attack to any computer or other equipment
- **Northern Ireland civil commotion** – No cover is provided for losses in Northern Ireland occasioned by riot or civil commotion.
- **Nuclear and war risks, government or public authority order and sonic bangs** – No cover is provided for losses caused by radiation, war and pressure waves.
- **Terrorism** – No cover is provided for losses caused by terrorism.

Conditions

The Material damage 'all risks' section is subject to the following conditions:

- **Average (Underinsurance)** – The sums insured are subject separately to average whereby if the sum insured or declared value at the commencement of any damage is less than the value of the property covered within such sum insured or declared value, the amount payable by us in respect of such damage will be proportionately reduced.
- **Fire extinguishing appliances** – It is a condition precedent to our liability that when we have specifically requested the provision of fire extinguishing appliances you have those fire extinguishing appliances serviced and maintained under an annual service contract.
- **Firebreak doors and shutters** – It is a condition precedent to our liability that you maintain all firebreak doors and shutters within your control in efficient working order and keep them free from obstruction at all times.
- **Hot works permit** – You must ensure that for any construction, maintenance, repair or similar activity at the premises which involves the application of heat a hot work permit system is enforced.
- **Intruder alarm** – It is a condition precedent to our liability that an intruder alarm system is put into full and effective operation in accordance with our requirements whenever the alarmed portion of the premises is closed for business or left unattended. All keys for the intruder alarm system must be removed from the premises whenever they are closed for business or left unattended.
- **Security requirements** – It is a condition precedent to our liability that all security devices will be kept in good order and put into full and effective operation whenever the premises are closed for business or are unattended. All keys relating to the security of the premises, safe and strongroom containing property insured must be removed from the premises when they are closed for business or left unattended.
- **Stock declaration** – If cover is provided on a 'Stock declaration' basis your premium in respect of such cover will be subject to adjustment.
- **Unoccupied buildings requirements and cover restrictions** – In the event of any buildings becoming unoccupied cover will be restricted to damage caused by fire, lightning, explosion, earthquake, impact by aircraft or other aerial devices, impact by any vehicle or articles falling from them or impact by animals. It is a condition precedent to our liability that a number of specified actions are carried out by you, within 7 days of the building becoming unoccupied, to protect the property from damage.
- **Unoccupied premises notification** – It is a condition precedent to our liability that you tell us immediately you become aware that any building or part of any building at the premises is unoccupied.



Business interruption 'all risks' section

Cover and extensions

The Business interruption 'all risks' section provides cover to protect commercial business income following a material damage loss.

You can select which of the following basis of claims settlement applies:

- **Gross profit** – We will pay for your loss of gross profit, either on an estimated (declaration linked) basis or sum insured basis.
- **Gross revenue** – We will pay for your loss of gross revenue, either on an estimated (declaration linked) basis or sum insured basis.
- **Fees** – We will pay for your loss of fees, either on an estimated (declaration linked) basis or sum insured basis.
- **Rent receivable** – We will pay for your loss of rent receivable, either on an estimated (declaration linked) basis or sum insured basis.
- **Increased cost of working** – We will pay for your increased costs of working incurred in order to minimise any interruption to your business.

Book Debts

You can opt to include Book Debts cover for outstanding debit balances following damage to your books of account or other business books.

In addition, the following extensions may apply (**any limits and maximum indemnity periods will be stated in your policy wording or schedule**):

- **Action of competent authorities** – Cover should action by the police following a danger or disturbance within a one mile radius prevent access to the premises.
- **Contract site** – Cover following damage at any situation where you are carrying out a contract.
- **Documents** – Cover following damage to your documents whilst temporarily at other premises and in transit.
- **Essential employee** – Cover should any of your business partners sustain injury resulting in their death or permanent disablement.
- **Exhibition site** – Cover following damage where you are carrying out an exhibition.
- **Food Safety Act** – Cover following an enforcement action under Section 9 of the Food Safety Act 1990 at the premises against your products which are subsequently examined and found not to be contaminated.
- **Loss of attraction** – Cover following damage to property within a one mile radius, where such damage directly results in a diminished attraction to customers with a resulting identifiable reduction in your business.
- **Lottery winner** – Cover if any of your employees resign due to a monetary win from participation in a national lottery where the amount won is in excess of £100,000 per individual employee.
- **Named diseases, vermin, defective sanitary arrangements, murder and suicide** – Cover following the occurrence of any named disease at the premises or attributable to food or drink supplied from the premises, or from the discovery of vermin or pests, or any accident causing defects in the drains or other sanitary arrangements, or any occurrence of murder or suicide at the premises causing restrictions on the use of the premises on the order or advice of the competent local authority.
- **Patterns** – Cover following damage to patterns, jigs, models, templates, moulds, dies, tools, plans, drawings and designs at the premises of any machine makers, engineers, founders or other metal workers anywhere in the UK including in transit to and from such premises.
- **Prevention of access** – Cover should property within a one mile radius be damaged and access is prevented or hindered.
- **Property stored** – Cover following damage to property stored elsewhere than at the premises.
- **Public utilities – electricity, gas, water, telecommunications or internet services** – Cover following damage at the premises of the electricity, gas, water or telecommunications suppliers.
- **Specified customers overseas** – Cover following damage at specified customers' premises overseas.

- **Specified customers UK** – Cover following damage at specified customers’ premises in the UK.
- **Specified suppliers overseas** – Cover following damage at specified suppliers’ premises overseas.
- **Specified suppliers UK** – Cover following damage at specified suppliers’ premises in the UK.
- **Transit** – Cover following damage to property in transit.
- **Unspecified customers overseas** – Cover following damage caused by fire and aircraft at unnamed customers’ premises overseas.
- **Unspecified customers UK** – Cover following damage at unnamed customers’ premises in the UK.
- **Unspecified suppliers and storage sites overseas** – Cover following damage caused by fire and aircraft at unnamed suppliers’ premises overseas.
- **Unspecified suppliers UK** – Cover following damage at unnamed suppliers’ premises in the UK.

Exclusions

The Business interruption ‘all risks’ section does not provide cover for:

- **Collapse** – Loss resulting from damage to a building or structure used by you caused by its own collapse or cracking.
- **Damage to land** – Loss caused by damage to land in excess of £25,000.
- **Dishonesty and fraud** – Loss caused by any act of fraud or dishonesty.
- **Faulty or defective workmanship, wear and tear and steam pressure** – Loss caused by any faulty or defective workmanship, operational error or omission. Loss following the bursting by steam pressure of a boiler or similar is also excluded.
- **Gradual operating and inherent causes** – Loss caused by any inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level or its own faulty or defective design or materials.
- **Miscellaneous damage** – Loss caused by corrosion, rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects, temperature change, biological/chemical change, contamination or changes in colour/flavour, leaking joints, failure of welds, collapse, overheating of boilers or similar. Damage to any mechanical/electrical equipment caused by its own breakdown is also excluded.
- **Money and valuables** – Loss arising from damage to money, jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books.
- **Motor vehicles and other property** – Loss arising from damage to vehicles licensed for road use, caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft, piers, jetties, bridges, culverts or excavations, livestock and growing crops or trees.
- **Pollution or contamination** – Loss resulting from pollution or contamination.

This exclusion will not apply in respect of pollution or contamination which is sudden, identifiable, unintended and unexpected or which arises from a defined peril.

- **Premises in the course of construction, alteration or demolition** – Loss resulting from damage to any structures in the course of being demolished, constructed or altered. Loss resulting from damage in respect of materials used in connection with all such work is also excluded.
- **Process** – Loss caused by fire resulting from property undergoing any heating process or any process involving the application of heat during a production process or whilst a product is being serviced or repaired.
- **Property in the open** – Loss resulting from damage to fences, gates and movable property in the open, caused by wind, rain, hail, sleet, snow, flood or dust. Property in transit is also excluded.
- **Subsidence, ground heave and landslip** – Loss caused by damage to land caused by subsidence, ground heave or landslip unless such damage also affects a building.
- **Theft or attempted theft** – Loss caused by theft or attempted theft not involving breaking into or out of the buildings by forcible and violent means.

- **Unattended machinery** – Loss caused by the use of unattended machinery.
- **Unexplained loss** – Loss caused by any disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
- **Unoccupied buildings** – Loss resulting from damage, at premises not in use or unoccupied for more than 30 consecutive days, caused by freezing, escape of water from any tank, apparatus or pipe, or malicious persons not acting on behalf of or in connection with any political organisation.

The following General policy exclusions also apply to the Business interruption 'all risks' section:

- **Communicable diseases** – No cover is provided for losses caused by or in connection with a communicable disease or a fear of a communicable disease.
- **Date related performance and functionality** – No cover is provided for losses caused by any data processing system failing to deal with any true calendar date.
- **Electronic risks** – No cover is provided for losses caused by any virus, hacking or denial of service attack to any computer or other equipment.
- **Northern Ireland civil commotion** – No cover is provided for losses in Northern Ireland occasioned by riot or civil commotion.
- **Nuclear and war risks, government or public authority order and sonic bangs** – No cover is provided for losses caused by radiation, war and pressure waves.
- **Terrorism** – No cover is provided for losses caused by terrorism.

Provisions

The Business interruption 'all risks' section is subject to the following provisions:

- **Automatic reinstatement of sum insured** – Our liability will not be reduced by the amount of any loss, subject to payment of the appropriate additional premium.
- **Value Added Tax** – All terms in this section will be exclusive of value added tax.



Money section

Cover and extensions

The Money section provides cover to protect the physical loss of your money pertaining to your business. The cover also includes damage to safes caused by theft.

In addition, the following extension may apply (**any limits applicable will be stated in your policy wording or schedule**):

- **Personal accident (assault)** – Payment of a total or temporary disablement benefit if your employee is injured by an assault during a theft.

Exclusions

The Money section does not provide cover for:

- **Errors or omission** – Loss of money due to clerical or accounting errors.
- **Fraud or dishonesty** – Loss of money discovered after 14 days following an act of fraud or dishonesty by an employee taking place.
- **Unattended road vehicles** – Loss of money, in excess of £100, from any unattended vehicle.
- **Unattended vending machines** – Loss of money in excess of £250 from any unattended vending, ticketing or similar machine.

The following General policy exclusions also apply to the Money section:

- **Communicable diseases** – No cover is provided for losses caused by or in connection with a communicable disease or a fear of a communicable disease.
- **Date related performance and functionality** – No cover is provided for losses caused by any data processing system failing to deal with any true calendar date.
- **Electronic risks** – No cover is provided for losses caused by any virus, hacking or denial of service attack to any computer or other equipment.
- **Nuclear and war risks, government or public authority order and sonic bangs** – No cover is provided for losses caused by radiation, war and pressure waves.
- **Terrorism** – No cover is provided for losses caused by terrorism.

Conditions

The Money section is subject to the following conditions:

- **Accompaniment** – When money in excess of £3,000 is in transit it must be accompanied by at least 2 able bodied persons.
- **Intruder alarm** – It is a condition precedent to our liability that an intruder alarm system is put into full and effective operation in accordance with our requirements whenever the alarmed portion of the premises is closed for business or left unattended. All keys for the intruder alarm system must be removed from the premises whenever they are closed for business or left unattended.
- **Record keeping** – You must keep a record of all of your money at your premises and in transit.
- **Safes** – It is a condition precedent to our liability that safes must be installed in accordance with the manufacturer's instructions. All keys and key codes to the safe must be removed from the premises whenever they are closed for business or left unattended.



Goods in transit section

Cover and extensions

The Goods in transit section provides reinstatement or payment for your property damaged in transit within the territorial limits.

In addition, the following extensions may apply (**any limits applicable will be stated in your policy wording or schedule**):

- **Additional discharge expenses** – Cost incurred to reload, unload and store damaged and undamaged property.
- **Debris removal** – Costs necessarily incurred for removing and disposing of debris.
- **Personal effects** – Loss or damage of employees' personal effects occurring during a transit.
- **Sheets, ropes, dunnage, securing chains and toggles** – Damage to your sheets, ropes, securing chains and the like whilst in transit in or on any of your vehicles.

Exclusions

The Goods in transit section does not provide cover for:

- **Capture, seizure, arrest, restraint or detainment** – Any claim caused by or arising from capture, seizure, arrest, restraint or detainment of the property insured by any authority.
- **Consequential loss** – Consequential loss of any kind or description.
- **Containers, trailers or demountable vans** – Containers, trailers or demountable vans or the like.
- **Delay** – Loss and expense caused by delay.
- **Dishonesty and fraud** – Loss caused by acts of fraud or dishonesty.
- **Excluded goods** – Loss of tools of trade, livestock, precious and non-ferrous metals, jewellery, wines and spirits, tobacco and cigarettes, audio and computer equipment, money, explosives or other dangerous goods.
- **Excluded vehicles** – Loss from curtain sided vehicle or soft/open topped/sided vehicles caused by theft unless the vehicle is stolen at the same time.
- **Faulty or defective workmanship, wear and tear** – Loss caused by latent defect, gradual deterioration, wear and tear.
- **Inherent vice** – Loss from inherent vice.
- **Mechanical, electrical and electronic derangement** – Loss and expense caused by mechanical, electrical and/or electronic breakdown, failure and/or derangement of the property insured.
- **Misconduct** – Loss caused by reckless or wilful misconduct.
- **Ordinary loss** – Loss caused by the loss in weight or volume of the property in transit.
- **Packing** – Loss caused by insufficiency or unsuitability of packing.
- **Recorded information** – Loss of any recorded information unless caused by damage to the storage medium.
- **Riot, strike or civil commotion occurring outside the territorial limits and other causes** – Loss caused by riot, strike or civil commotion.
- **Second-hand or used goods** – Loss of second-hand or used goods.
- **Storage** – Loss of any product insured whilst not in transit.

The following General policy exclusions also apply to the Goods in transit section:

- **Communicable diseases** – No cover is provided for losses caused by or in connection with a communicable disease or a fear of a communicable disease.
- **Date related performance and functionality** – No cover is provided for losses caused by any data processing system failing to deal with any true calendar date.
- **Electronic risks** – No cover is provided for losses caused by any virus, hacking or denial of service attack to any computer or other equipment.
- **Nuclear and war risks, government or public authority order and sonic bangs** – No cover is provided for losses caused by radiation, war and pressure waves.
- **Terrorism** – No cover is provided for losses caused by terrorism.

Condition

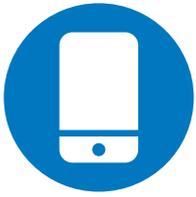
The Goods in transit section may be subject to the following condition:

- **Security** – It is a condition precedent to our liability that whilst property insured is on or in any vehicle operated by you and such vehicle is left unattended it will be protected in accordance with our security requirements.

Provisions

The Goods in transit section is subject to the following provisions:

- **Average (Underinsurance)** – The values of the property insured are subject separately to average whereby if the values at the time of any damage is less than the value of the property covered within such sum insured, the amount payable by us in respect of such damage will be proportionately reduced.
- **Reasonable care** – You will exercise due care in the selection and supervision of employees, take all reasonable precautions for the safeguarding and protection of the property insured and maintain in good order all vehicles operated and all locking and other protective devices. Any alarm or immobiliser system will be serviced and maintained by a qualified person.



Specified items 'all risks' section

Cover

The Specified items 'all risks' section provides 'all risks' cover for accidental damage to specified items in territories as specified in the schedule. You can opt for which of the following basis of claims settlement that apply:

- **Indemnity** – We will pay you the value of the property insured at the time of its damage.
- **Reinstatement** – We will pay you the cost of reinstatement of the property damaged.

You can opt to have your sums insured index linked to take into account inflation, which will be automatically applied at each renewal date.

Exclusions

The Specified items 'all risks' section does not provide cover for:

- **Brittle articles** – Breakage, scratching or bruising of brittle items, furniture, musical goods and similar unless caused by accident to the conveyance in which such items are being carried.
- **Changes in environment or mechanical or electrical breakdown** – Damage caused by corrosion, shrinkage, mould, dryness, marring, scratching, vermin or insects, change in temperature or colour, mechanical or electrical breakdown.
- **Consequential loss** – Consequential loss of any kind or description.
- **Customs or other authorities** – Confiscation, destruction or detention by Customs or other authorities of the property insured.
- **Cycles** – Damage to cycles being used for racing and no cover is provided for lamps, tyres or accessories unless the cycle itself is damaged at the same time.
- **Depreciation, gradually operating changes and faulty or defective design or workmanship** – Damage caused by latent defect, gradual deterioration, wear and tear.
- **Dishonesty and fraud** – Damage caused by acts of fraud or dishonesty.
- **Excluded property** – Damage to deeds, bonds, coins, money, securities, stamp collections, plans, patterns, designs, documents of title, contracts or other documents, business books or manuscripts or computer records unless described in the schedule as property insured.
- **Loss of liquid leakage** – Loss of any liquid by leakage from the receptacle in which it is contained.
- **Miscellaneous damage** – Damage caused by corrosion, rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects, temperature change, biological/chemical change, contamination or changes in colour/flavour, leaking joints, failure of welds, collapse, overheating of boilers or similar. Damage to any mechanical/electrical equipment caused by its own breakdown is also excluded.
- **Money and valuables** – Damage in respect of money, jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books other than such damage caused by a defined peril.
- **More specific insurance** – Any property more specifically insured by you.
- **Petrol and/or oil installations** – Damage resulting from flood or atmospheric or climatic conditions (other than lightning or hail) and damage resulting in the loss of use of the installation or loss of petrol, oil or other contents thereof.
- **Pollution or contamination** – Damage caused by pollution or contamination.

This exclusion will not apply in respect of pollution or contamination which is sudden, identifiable, unintended and unexpected or which arises from a defined peril.

- **Process** – Damage caused by a fire resulting from insured property undergoing any heating process or any process involving the application of heat. Damage is also excluded which results from the insured property undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.
- **Property in the open** – Damage in respect of movable property in the open and in respect of property in transit.
- **Riot, strike or civil commotion** – Damage caused by riot, strike or civil commotion.
- **Tools of trade** – Damage to personal tools while in use.
- **Unexplained loss** – Loss directly or indirectly arising from disappearance unexplained or inventory shortage, misfiling or misplacing of information.

The following General policy exclusions also apply to the Specified items 'All Risks' section:

- **Communicable diseases** – No cover is provided for losses caused by or in connection with a communicable disease or a fear of a communicable disease.
- **Date related performance and functionality** – No cover is provided for losses caused by any data processing system failing to deal with any true calendar date.
- **Electronic risks** – No cover is provided for losses caused by any virus, hacking or denial of service attack to any computer or other equipment.
- **Northern Ireland civil commotion** – No cover is provided for losses in Northern Ireland occasioned by riot or civil commotion.
- **Nuclear and war risks, government or public authority order and sonic bangs** – No cover is provided for losses caused by radiation, war and pressure waves.
- **Terrorism** – No cover is provided for losses caused by terrorism.

Condition

The Specified items 'all risks' section is subject to the following condition:

- **Theft from unattended road vehicle** – It is a condition precedent to our liability that all of the vehicles' doors and windows are locked and all valuable items are locked in secure compartments and hidden from view when the vehicle is left unattended.

Provision

The Specified items 'all risks' section is subject to the following provision:

- **Average (Underinsurance)** – The sums insured are subject separately to average whereby if the sum insured at the commencement of any damage is less than the value of the property covered within such sum insured, the amount payable by us in respect of such damage will be proportionately reduced.



Deterioration of stock section

Cover

The Deterioration of stock section provides cover for the deterioration, putrefaction or contamination of chilled or frozen goods in a freezer or cold store following a change in temperature.

Exclusions

The Deterioration of stock section does not provide cover for:

- **Consequential loss** – Any financial loss, damage, cost, expense, fine or penalty not directly associated with the incident that caused you to claim.
- **Dishonesty and fraud** – Damage caused by acts of fraud or dishonesty.
- **Fire and perils** – Damage caused by fire, lightning, flood, explosion, aircraft or other aerial devices or articles dropped therefrom occurring at the premises.
- **Miscellaneous damage** – Damage caused by corrosion, rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects, temperature change, biological/chemical change, contamination or changes in colour/flavour, leaking joints, failure of welds, collapse, overheating of boilers or similar. Damage to any mechanical/electrical equipment caused by its own breakdown is also excluded.
- **Utilities** – Damage in consequence of a failure of the supply of electricity by the supplier.
- **Wilful neglect** – Your wilful neglect.

The following General policy exclusions also apply to the Deterioration of stock section:

- **Communicable diseases** – No cover is provided for losses caused by or in connection with a communicable disease or a fear of a communicable disease.
- **Date related performance and functionality** – No cover is provided for losses caused by any data processing system failing to deal with any true calendar date.
- **Electronic risks** – No cover is provided for losses caused by any virus, hacking or denial of service attack to any computer or other equipment.
- **Northern Ireland civil commotion** – No cover is provided for losses in Northern Ireland occasioned by riot or civil commotion.
- **Nuclear and war risks, government or public authority order and sonic bangs** – No cover is provided for losses caused by radiation, war and pressure waves.
- **Terrorism** – No cover is provided for losses caused by terrorism.

Provision

The Deterioration of stock section is subject to the following provision:

- **Average (Underinsurance)** – The sums insured are subject separately to average whereby if the sum insured at the commencement of any damage is less than the value of the property covered within such sum insured, the amount payable by us in respect of such damage will be proportionately reduced.



Computer breakdown and additional expenditure section

Cover and extensions

The Computer breakdown and additional expenditure section provides cover for damage to your computer equipment following its breakdown. The cover can also include associated additional expenditure costs incurred by you following such breakdown. Your cover will always include cover for damage to computer equipment. You can opt to include the additional expenditure section which covers the costs of restoring data following the breakdown and the additional cost to prevent or minimise the interruption of or interference with the work normally carried out by the computer equipment.

In addition, the following extensions may apply (**any limits applicable will be stated in your policy wording or schedule**):

- **Accountants' fees** – We will pay any professional accountants' fees necessarily and reasonably incurred for producing any particulars or any other proofs, information or evidence as may be required to meet our claims conditions.
This extension will only be included in your policy cover if you have opted to include additional expenditure cover.
- **Additional lease** – We will pay additional lease or hire charges incurred arising out of the replacement of a lease or hire agreement following damage to your computer equipment caused by a breakdown.
- **Investigation costs** – We will pay costs (including cost of consultants' fees) incurred for conducting investigations and tests in respect of possible repair, replacement or restoration following damage of your computer caused by a breakdown.

Exclusions

The Computer breakdown part of this section does not provide cover for:

- **Guarantee or maintenance** – Damage for which any manufacturer or maintenance undertaking is responsible under the terms of a guarantee or maintenance agreement.

The Additional expenditure part of this section does not provide cover for:

- **Inventory losses** – Loss following disappearance if such disappearance is only revealed when an inventory is made.
- **Programming errors or design defects** – The costs of rectifying programming errors or design defects in software.
- **Value of data** – The value to you of data stored on your computer equipment.
- **Viruses and hacking** – Damage in consequence of a virus or hacking.

The following General policy exclusions also apply to the Computer breakdown and additional expenditure section:

- **Communicable diseases** – No cover is provided for losses caused by or in connection with a communicable disease or a fear of a communicable disease.
- **Date related performance and functionality** – No cover is provided for losses caused by any data processing system failing to deal with any true calendar date.
- **Nuclear and war risks, government or public authority order and sonic bangs** – No cover is provided for losses caused by radiation, war and pressure waves.

Conditions

The Computer breakdown and additional expenditure section is subject to the following conditions:

- **Backup** – Data records must be backed up no less frequently than once every 7 days and stored off site.
- **Information security** – You are required to have in place policies and systems to prevent unauthorised access to your computers.



Loss of licence section

Cover

The Loss of licence section provides cover for depreciation in value of your interest in the premises following loss of licence and the reasonable costs and expenses incurred by you for any appeal against the decision of the licensing authority to revoke, suspend or forfeit the licence.

Exclusions

The Loss of licence section does not provide cover for:

- **Alteration of legislation** – Revocation, suspension or forfeiture arising from any alteration of the legislation affecting the granting, suspension, surrender or forfeiture of a licence.
- **Compensation** – Compensation to you under any legislation.
- **Compulsory purchase order or redevelopment** – Revocation, suspension or forfeiture arising from any compulsory purchase order or improvement or redevelopment of the area.
- **Dishonesty and fraud** – Loss caused by any act of fraud or dishonesty.
- **Personal licence** – Loss arising from the revocation, withdrawal, suspension or forfeiture of the personal licence of the designated premises supervisor.

The following General policy exclusions also apply to the Loss of licence section:

- **Communicable diseases** – No cover is provided for losses caused by or in connection with a communicable disease or a fear of a communicable disease.
- **Date related performance and functionality** – No cover is provided for losses caused by any data processing system failing to deal with any true calendar date.
- **Nuclear and war risks, government or public authority order and sonic bangs** – No cover is provided for losses caused by radiation, war and pressure waves.

Conditions

The Loss of licence section is subject to the following conditions:

- **Alteration of premises** – You must tell us as soon as possible of any alteration in the purpose for which the premises are used.
- **Application for review** – You must tell us of any application for review or other circumstances which may endanger the licence.
- **Breach of licencing legislation** – You must tell us of any proceedings against or conviction of the licence holder, designated premises supervisor, manager, tenant or occupier of the premises for any breach of the licensing legislation.
- **Change in tenancy** – You must tell us of any change in tenancy or management of the business.
- **Complaints** – You must tell us of any complaint against the premises or its control.
- **Transfer of licence** – You must tell us of any transfer or proposed transfer of the licence.



Terrorism section

Cover

The Terrorism section provides cover for damage to the property insured under the policy and consequential loss proximately caused by an act of terrorism for damage and consequential loss occurring in England, Wales and Scotland.

Exclusions

The Terrorism section does not provide cover for:

- Loss occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military or usurped power.
- Loss caused by damage to or the destruction of any computer system or any alteration, modification, distortion, erasure or corruption of data.
- Any nuclear installation or nuclear reactor.



Employers' liability section

Cover and extensions

The Employers' liability section provides an indemnity for legal liability for bodily injury to employees arising from activities in connection with your business. The standard cover includes a wide definition of 'employees', extends to cover temporary work overseas in connection with your business and includes costs and expenses relating to claims that may be the subject of indemnity under this section.

In addition, the following extensions may apply (**any limits applicable will be stated in your policy wording or schedule**):

- **Automatic acquisitions cover** – Indemnity for legal liability for bodily injury to employees is automatically provided for 30 days in respect of companies acquired by you during the period of insurance.
- **Brand protection** – In the event of an incident that may result in a claim in excess of £1,000,000 across all sections an indemnity is provided to mitigate resultant damage to your reputation.
- **Court attendance costs** – If you or employees are requested by us to attend court, we will pay a daily attendance rate.
- **Criminal defence costs** – Indemnity is provided for legal costs and expenses in respect of the defence of criminal charges brought under the Health and Safety at Work etc. Act 1974 and the Corporate Manslaughter and Corporate Homicide Act 2007.
- **Indemnity to others** – At your request we will indemnify your employees, members of your first aid teams and your principals if a claim is made directly against them rather than being brought against you.
- **Joint liabilities** – If you comprise more than one party, we will provide a separate indemnity to each party.
- **Personal representatives** – In the event of your death the indemnity provided by this section will become available to your personal representatives.
- **Unsatisfied court judgments** – If, after 6 months, an employee has an unpaid award due from another company we will pay that award to the employee.

Exclusions

The Employers' liability section does not provide cover for:

- **Motor** – Liability where compulsory motor insurance or security is required under road traffic legislation.
- **Work offshore** – Bodily injury sustained on any offshore installation or whilst travelling to or from such installation. This exclusion may be deleted from your policy wording with our agreement.

Limitation

The Employers' liability section is subject to the following limitation:

- **Limit of Indemnity – Terrorism and work offshore** – Reduced/inner limit of indemnity may be applied in respect of claims arising out of terrorism or sustained whilst offshore. The indemnity we will provide will be inclusive of all costs and expenses.

Additional benefit

When you purchase Employers' liability cover you will have access to the following benefit:

- **Rehabilitation Claims Services** – Our Rehabilitation team offer an innovative approach to acute injury management, proactively treating injuries to prevent chronicity and long-term absence, helping your employees return to work sooner. Treatments offered can include physiotherapy, hand therapy, psychological therapy, diagnostic imaging and surgical solutions.



Public and products liability section

Cover and extensions

The Public and products liability section provides an indemnity in respect of your legal liability to pay for accidental bodily injury and/or property damage sustained by a third party arising from your business activities or products you supply. Your legal liability to pay for damages in respect of accidental obstruction, trespass and nuisance will also be covered. This section will always include public liability cover and you can opt to include products liability. Costs and expenses in connection with claims are paid in addition to the limit of indemnity unless the claim occurs or is brought with the United States of America or Canada.

The public liability limit of indemnity provided will apply to any one claim. The products liability limit of indemnity will apply in the aggregate during any one period of insurance.

In addition, the following extensions may apply (**any limits applicable will be stated in your policy wording or schedule**):

- **Automatic acquisitions cover** – Indemnity for legal liability to pay for bodily injury and/or property damage sustained by a third party is automatically provided for 30 days in respect of companies acquired by you during the period of insurance.
- **Brand protection** – In the event of an incident that may result in a claim in excess of £1,000,000 across all sections an indemnity is provided to mitigate resultant damage to your reputation.
- **Contingent motor liability** – We will indemnify you against legal liability for accidental bodily injury and/or property damage sustained by a third party arising out of the use of any motor vehicle not your property nor provided by you and which is being used for the purpose of your business.

No indemnity is provided outside of the territorial limits and in respect of any goods damaged whilst being carried.

- **Court attendance costs** – If you or your employees are requested by us to attend court, we will pay a daily attendance rate.
- **Criminal defence costs** – Indemnity is provided for legal costs and expenses in respect of the defence of criminal charges brought under the Health and Safety at Work etc. Act 1974, the Corporate Manslaughter and Corporate Homicide Act 2007, Part II of the Consumer Protection Act 1978 and the Food Safety Act 1990.
- **Data protection** – Indemnity is provided for all sums you are required to pay for damages arising from proceedings brought under the Data Protection Act 2018.

No indemnity is provided for fines and penalties. The costs of replacing lost data and notifying people regarding the loss of personal data are also excluded.

- **Defective Premises Act** – We will indemnify you for your legal liabilities under Section 3 of the Defective Premises Act 1972 in connection with any premises which you have been disposed of.

No indemnity is provided in respect of remedying any defects in the premises.

- **Environmental clean-up costs** – Indemnity is provided for all sums, including statutory debts, that you are legally liable to pay in respect of clean-up costs arising from environmental damage caused by a sudden, identifiable, unintended and unexpected pollution or contamination.

In respect of certain trades where a total pollution or contamination exclusion applies this extension will not appear in the policy wording or will be deleted by endorsement.

- **Indemnity to others** – At your request we will indemnify your employees and your principals if a claim is made directly against them rather than being brought against you.
- **Joint liabilities** – If you comprise more than one party, we will provide a separate indemnity to each party.
- **Legionella** – If you opt to have Legionella cover included, we will indemnify you in respect of claims made against you and notified to us during the period of insurance for all sums which you become legally liable to pay after a person has been injured following the discharge, dispersal, release or escape of legionella bacteria from any of your premises within the territorial limits.

No indemnity is provided for fines and penalties or in respect of liability which you have assumed by agreement.

- **Libel and slander** – An indemnity is provided in respect of any act of libel or slander committed/uttered in good faith within any of your in-house and trade publications.

- **Personal liability** – An indemnity, at your request, will be provided to employees and their families during temporary visits anywhere in the world in respect of their personal legal liability to pay for accidental bodily injury or accidental property damage.
- **Personal representatives** – In the event of your death the indemnity provided by this section will become available to your personal representatives.
- **Vendors' liability** – We will indemnify any vendor for their liability to pay damages in respect of accidental bodily injury or property damage to whom certificates of vendors' liability insurance are issued, to the extent that their liability results solely from the sale or distribution of your products.

Liability is excluded arising out of any deliberate physical or chemical alteration to your products made by the vendor.

This extension will only be included in your policy cover if you have opted to have products liability covered.

Exclusions

The Public and products liability does not provide cover for:

- **Asbestos** – Liability directly or indirectly caused by asbestos is excluded.
- **Cyber** – Liability directly or indirectly caused by your use of or reliance upon or work carried out upon or sale or supply of any computer hardware or related information technology or communication system, any computer software, internet, intranet, website or similar facility, system or network and/or any electronic data or related information.

This exclusion will not apply in respect of all sums which you become legally liable to pay as compensation for physical bodily injury and/or physical loss of or physical damage to material property.

- **Employers' liability** – Cover is excluded in respect of bodily injury sustained by your employees in the course of their employment.
- **Foreign operations** – Liability arising out of any of your operations outside of the territorial limits.
- **Liquidated or punitive damages or fines** – Liability arising in respect of Liquidated damages, punitive damages, fines or penalties.
- **Motor** – Liability arising out of any of your ownership or use of any mechanically propelled motor vehicle or mobile plant.

This exclusion will not apply in respect of loading/unloading and whilst the motor vehicle or plant is being used as a tool of trade.

- **Pollution or contamination** – Liability arising out of pollution or contamination other than caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance.

On some policies, dependent upon the business being insured, a full pollution or contamination exclusion will apply whereby all Liability arising out of pollution or contamination is excluded.

- **Professional advice** – Liability arising out of professional advice given by you for a fee.
- **Property being worked upon** – Liability arising out of property damage in respect of the part of any property upon which you have been working where such damage is the direct result of your work.
- **Property in your custody or control** – Liability arising out of property damage to any of your property or in your custody or control.

This exclusion will not apply to the personal effects of your visitors or employees and will not apply to damage to buildings (including contents) which are temporarily occupied by you for the purpose of carrying out work.

- **Vessels and craft** – Liability arising out of your ownership or use of any craft designed to travel through air or space, hovercraft or watercraft other than waterborne vessels not exceeding 10 metres in length used on inland waterways.

The following specific products liability exclusions also apply:

- **Aircraft products** – Liability arising from products knowingly sold or supplied for use in craft designed to travel through air or space.
- **Exports to the USA or Canada** – Liability arising from products which at the time of the contract of sale or supply are knowingly exported to the United States of America or Canada.

This exclusion may not be applied to your policy if you have requested, and we have agreed, to provide cover for products exported to the United States of America or Canada.

- **Products (damage, recall, repair)** – Indemnity for replacing, reinstating, rectifying, recalling or guaranteeing the performance of any product.

The following General policy exclusions also apply to the Public and products liability section:

- **Date related performance and functionality** – No cover is provided for losses caused by any data processing system failing to deal with any true calendar date.
- **Nuclear and war risks, government or public authority order and sonic bangs** – No cover is provided for losses caused by radiation, war and pressure waves.

Limitation

The Public and products section is subject to the following limitation:

- **Limit of indemnity – terrorism** – Reduced/inner limit of indemnity may be applied in respect of claims arising out of terrorism. The indemnity we will provide will be inclusive of all costs and expenses.

Condition

The Public and products liability section is subject to the following condition:

- **Use of heat** – When you use or apply heat away from your premises you must take various precautions to prevent losses.



Legal expenses section

Cover and extensions

The Legal Expenses section provides you with insurance cover for legal costs and expenses should you experience one of the legal problems covered by this policy in relation to your business activities.

Underwritten by ARAG Legal Expenses Insurance Company Limited.

ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. Registered in England and Wales.

For Legal Defence (excluding Statutory notice appeals) and Personal Injury claims, cover is provided in the United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For all other insured incidents, cover is provided in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

The following covers are provided as standard.

Contract Disputes

Disputes over the purchase, hire, sale or provision of goods or of services.

Debt Recovery

Disputes relating to the recovery of money and interest due from the sale or provision of goods or services, including the enforcement of a judgment.

Employment Disputes and Compensation Awards

Defending your legal rights:

- before proceedings following the dismissal of an employee or where the employee or ex-employee contacts ACAS to commence the Early Conciliation procedure
- in unfair dismissal disputes under the ACAS Arbitration Scheme
- in proceedings following a dispute relating to an employee's employment contract, or an alleged breach of their (or a former or prospective employee's) statutory rights.

Defending your employees in civil action for unlawful discrimination or as a trustee of a pension fund.

For accepted Employment Disputes claims, payment of compensation awards or damages.

Legal Defence

Defence of your and your employees' legal rights following an alleged criminal offence, or in a civil action for compensation under data protection legislation.

Appealing a statutory notice affecting the business.

Payment of an employee's salary or wages whilst attending a court or tribunal or doing jury service.

Personal Injury

Sudden or specific accidents causing the death of or bodily injury to an employee or their family.

Property Protection

Pursuing disputes relating to your physical property following:

- someone causing damage to such property
- legal nuisance or trespass.

Statutory Licence Appeals

An appeal following a decision to suspend, or alter the terms of, or refuse to renew, or cancel your licence.

Tax Protection

- A tax enquiry.
- An employer compliance dispute.
- A VAT dispute.

Exclusions

- The first £500 of any Contract Disputes claim if the amount in dispute exceeds £5,000 (incl. VAT).
- Claims which do not arise directly in connection with the insured business.
- Any claim reported to us more than 180 days after the date you should have known about the insured incident.
- Civil cases where the lawyer we appoint for you does not believe you will be more likely than not to win your case.
- Costs you incur without our expressed acceptance.
- Legal problems that started before the date your cover begins.
- Costs and compensation awards which exceed the policy limits, as stated in your policy wording, for any one claim.
- Fines, penalties, compensation or damages you are ordered to pay by a court or other authority other than compensation awards covered under Employment Disputes and Compensation Awards and Legal Defence.
- The VAT element of any costs if you are registered for VAT. If we agree you can choose your own lawyer, any costs above £100 per hour (this amount may vary from time to time).

Restrictions

You are not covered for:

- The use of your own lawyer. We will appoint a preferred lawyer or other professional for you. You may choose your own lawyer when legal proceedings start or if there is a conflict of interest unless we are liable for a compensation award under the policy.
- Employment Disputes and Compensation Awards claims relating to:
 - employee internal disciplinary or grievance procedures
 - disputes within the first 90 days of the start of this policy
 - a dispute with an employee subject to a warning issued 180 days immediately preceding the start date of this policy if the dispute arises within 180 days of the policy start date
 - any claim relating to a redundancy which occurs within the first 180 days of the start of this policy
 - compensation awards following a breach of statutory duty, where you did not seek and follow legal advice after becoming aware of the issue
 - Transfer of Undertakings Regulations or the Transfer of Employment (Pension Protection) Regulations.
- Legal Defence for criminal prosecutions relating to a motor vehicle.
- Contract Disputes or Debt Recovery claims:
 - relating to a dispute arising within the first 90 days of the policy (if the agreement was entered into before the start of this policy)
 - where the amount in dispute is £500 or less (incl. VAT)
 - relating to a lease, license, or tenancy of land or buildings
 - relating to financial products.
- Personal Injury claims relating to an illness or injury that happens gradually, or those solely for psychological injury or mental illness, or clinical negligence.
- Tax Protection claims relating to an investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

Obligations

It is your responsibility to:

- co-operate fully with us and the lawyer or other professional we appoint for you
- give the lawyer or other professional we appoint for you any instructions that we ask you to
- keep to the terms and conditions of the section
- take reasonable steps to avoid and prevent claims and avoid incurring unnecessary costs
- send everything we ask for in writing; and
- report to us full and factual details of any claim as soon as possible and give us any information we need.



Additional policy benefits, services and helplines

When you purchase any of the available covers under our Options proposition you will have access to the following benefits:

- **Zurich Risk Advisor** – A free to use risk management app that makes risk assessments easier to understand, provides you with insight and recommends best practices including self-risk assessments.
- **Risk Management Advice Line** – To help identify and manage issues before they occur, our risk management advice line provides free practical guidance on risk issues such as property, security, food hygiene, business continuity, environmental and health and safety management.
- **Flood Risk Management** – You can access our Flood Emergency Plan Guide and download a template to complete a Flood Emergency Response Plan.
- **ARAG Helplines and Services** – You will have access to tax advice, a counselling service and guidance on employment. These helplines and services will be provided by ARAG Legal Expenses Insurance Company Limited. In addition you will have access to ARAG Businesslaw which contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help you with the day-to-day running of your business.

Insurance Act 2015 opt out

We have opted out of the 'proportionate reduction of claim remedy' available to us under the Insurance Act 2015. This means that in cases of non-disclosure or misrepresentation which are neither deliberate nor reckless, if we would have charged an additional premium had we known the relevant facts, we will charge that premium and pay any claims in full rather than reducing claims payments in proportion to the amount of premium that would have been charged.

We believe that our 'additional premium approach' should, in most situations, be more favourable to our customers when compared to the proportionate reduction of claim remedy. Our additional premium approach does not affect our right to apply the other remedies available under the Act for non-disclosure or misrepresentation.

Our complaints procedure

We are committed to providing a high level of customer service. If you do not feel we have delivered this, we would welcome the opportunity to put things right for you.

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction. Contact details will be provided on correspondence that we or our representatives have sent you.

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk

You can also contact them as follows:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 08000 234567 (free on mobile phones and landlines)

Email: complaint.info@financial-ombudsman.org.uk

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you.



Zurich Insurance Company Ltd

A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

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