Trades and Professions

Policy
How we use your information

Who controls your personal information
This notice tells you how Zurich Insurance plc (‘Zurich’), as data controller, will deal with your personal information. Where Zurich introduces you to a company outside the group, that company will tell you how your personal information will be used.

You can ask for further information about our use of your personal information or complain about its use in the first instance, by contacting our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

If you have any concerns regarding our processing of your personal information, or are not satisfied with our handling of any request by you in relation to your rights, you also have the right to make a complaint to the Information Commissioner’s Office. Their address is: First Contact Team, Information Commissioner’s Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.

What personal information we collect about you
We will collect and process the personal information that you give us by phone, e-mail, filling in forms, including on our website, and when you report a problem with our website. We also collect personal information from your appointed agent such as your trustee, broker, intermediary or financial adviser in order to provide you with the services you have requested and from other sources, such as credit reference agencies and other insurance companies, for verification purposes. We will also collect information you have volunteered to be in the public domain and other industry-wide sources.

We will only collect personal information that we require to fulfil our contractual or legal requirements unless you consent to provide additional information. The type of personal information we will collect includes; basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

If you give us personal information on other individuals, this will be used to provide you with a quotation and/or contract of insurance and/or provision of financial services. You agree you have their permission to do so. Except where you are managing the contract on another’s behalf, please ensure that the individual knows how their personal information will be used by Zurich. More information about this can be found in the ‘How we use your personal information’ section.

How we use your personal information
We and our selected third parties will only collect and use your personal information (i) where the processing is necessary in connection with providing you with a quotation and/or contract of insurance and/or provision of financial services that you have requested; (ii) to meet our legal or regulatory obligations; or (iii) for our “legitimate interests”. It is in our legitimate interests to collect your personal information as it provides us with the information that we need to provide our services to you more effectively including providing you with information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest. Examples of the purposes for which we will collect and use your personal information are:

1. to provide you with a quotation and/or contract of insurance;
2. to identify you when you contact us;
3. to deal with administration and assess claims;
4. to make and receive payments;
5. to obtain feedback on the service we provide to you;
6. to administer our site and for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes;
7. for fraud prevention and detection purposes.

We will contact you to obtain consent prior to processing your personal information for any other purpose, including for the purposes of targeted marketing unless we already have consent to do so.

Who we share your personal information with
Where necessary, we will share the personal information you gave us for the purposes of providing you with the goods and services you requested with the types of organisations described below:

- associated companies including reinsurers, suppliers and service providers;
- introducers and professional advisers;
- regulatory and legal bodies;
- survey and research organisations;
- credit reference agencies;
- healthcare professionals, social and welfare organisations; and
- other insurance companies
Or, in order to meet our legal or regulatory requirements, with the types of organisations described below:

- regulatory and legal bodies;
- central government or local councils;
- law enforcement bodies, including investigators;
- credit reference agencies; and
- other insurance companies

How we use your personal information for websites and email communications

When you visit one of our websites we may collect information from you such as your email address or IP address. This helps us to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit.

We use cookies and/or pixel tags on some pages of our website. A cookie is a small text file sent to your computer. A pixel tag is an invisible tag placed on certain pages of our website but not on your computer. Pixel tags usually work together with cookies to assist us to provide you with a more tailored service. This allows us to monitor and improve our email communications and website. Useful information about cookies, including how to remove them, can be found on our websites.

How we transfer your personal information to other countries

Where we transfer your personal information to countries that are outside of the UK and the European Union (EU) we will ensure that it is protected and that the transfer is lawful. We will do this by ensuring that the personal information is given adequate safeguards by using ‘standard contractual clauses’ which have been adopted or approved by the UK and the EU, or other solutions that are in line with the requirements of European data protection laws.

A copy of our security measures for personal information transfers can be obtained from our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN, or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

How long we keep your personal information for

We will retain and process your personal information for as long as necessary to meet the purposes for which it was originally collected. These periods of time are subject to legal, tax and regulatory requirements or to enable us to manage our business.

Your data protection rights

You have a number of rights under the data protection laws, namely:

- to access your data (by way of a subject access request);
- to have your data rectified if it is inaccurate or incomplete;
- in certain circumstances, to have your data deleted or removed;
- in certain circumstances, to restrict the processing of your data;
- a right of data portability, namely to obtain and reuse your data for your own purposes across different services;
- to object to direct marketing;
- not to be subject to automated decision making (including profiling), where it produces a legal effect or a similarly significant effect on you;
- to claim compensation for damages caused by a breach of the data protection legislation.

If we are processing your personal information with your consent, you have the right to withdraw your consent at any time.

We will, for the purposes of providing you with a contract of insurance, processing claims, reinsurance and targeted marketing, process your personal information by means of automated decision making and profiling where we have a legitimate interest or you have consented to this.

What happens if you fail to provide your personal information to us

If you do not provide us with your personal information, we will not be able to provide you with a contract or assess future claims for the service you have requested.

Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.
Claims history
We may pass information relating to claims or potential claims to the Claims and Underwriting Exchange Register (CUE), where the data is controlled by the Motor Insurers' Bureau, and other relevant databases.

We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

Employers’ Liability Tracing Office (ELTO)
We are members of the Employers’ Liability Tracing Office (ELTO), an independent industry body who maintains a centralised database that helps those who have suffered injury or disease in the workplace to identify the relevant Employers’ Liability insurer quickly and efficiently.

It is important, for the services of ELTO to be fully effective, that you inform us of your ERN (Employer Reference Number also known as the Employer PAYE reference) and all subsidiary company names and their ERNs if applicable.

As members of ELTO we will forward details of your policy if it contains Employers’ Liability cover to ELTO together with details of any ERNs you have supplied to us.
Helpline numbers and additional benefits

Claims helpline
Not applicable to Sections F – Personal accident, G – Business Travel and H – Legal expenses. For claims under those sections please refer to that section of cover for contact details.

Unless you have been given different claims contact details by your broker or insurance intermediary then please contact us as follows:

0800 302 9055

We can process a claim by you simply calling with the following details:

• your name and company details
• the policy number.

What to expect
Once you have provided all the information which we have requested, we will:

• advise you about the next steps
• take any immediate measures as described in your policy
• proactively keep you or your broker or insurance intermediary informed about the progress of the claim
• proactively manage third parties (anyone claiming against you, as a Zurich Insurance plc policyholder can also contact us on this number)
• work towards settling the claim as quickly as possible.

To enable us to give you the best possible service, please ensure that claims are reported to us as quickly as possible.

In order to speed up the process, both you, your broker or insurance intermediary and third parties can report claims to this number 24 hours a day, 7 days a week.

Please refer to the applicable claims conditions for further information.

Zurich Virtual Consulting
Visit www.zurich.co.uk/virtualconsulting. Simply enter your policy number and effective date in the log-in page.

As a Zurich customer, you have free and exclusive access to Zurich’s online risk management service, Virtual Consulting. Utilising 5 years of Zurich’s claims data, Virtual Consulting provides you with a bespoke risk management report for the most common causes of loss within your industry.

Your report includes a wealth of advice to help you identify and manage the main risks that could be disastrous for your business.

Zurich Travel Assistance
Call +44 (0)1489 868 888 or visit www.zurich.co.uk/travelassistance

The helpline is manned 24 hours a day, 365 days a year by multi-lingual assistance co-ordinators, experienced in managing medical assistance cases with hospitals and clinics worldwide. Also available are security experts to provide a comprehensive range of complementary security services.

Zurich’s Risk Management Advice Line
Call 0800 302 9052 when you require risk management advice

To help you proactively identify and manage issues before they occur, our risk management helpline operates during normal business hours, providing free practical guidance on risk issues such as property, security, food hygiene, business continuity, environmental and health and safety management.

Please note that this helpline includes services provided by Zurich Management Services Limited and Santia Consulting Limited under contract to Zurich Insurance plc.

The following service is provided by Digital Forensic Insurance Services.
Cyber Protect Helpline Call 0800 999 5299
This helpline will provide you with access to expert digital forensic advice should you believe that you have been the victim of one of the following:

a) data loss following accidental/malicious deletion or equipment failure
b) theft of electronically held intellectual property to include company, customer or general databases, plans, specifications, drawings or any other confidential company data
c) breach of the Computer Misuse Act 1990 to include internal or external hacking
d) employee misuse to include a breach of your contract of employment or company IT policy. This would include internet or email abuse, inappropriate use or time wasting
e) cyber crime to include theft or fraud or criminal misappropriation
f) misuse of company mobile IT equipment to include laptops, mobile phones, PDAs, plug-in devices and the like.

All advice will be offered by members of the Digital Forensic Alliance. Each member is a fully trained digital forensic investigator who works to the highest standards as set out in the Association of Chief Police Officers (ACPO) Good Practice Guide for Computer Based Evidence.

The Cyber Protect Helpline is available Monday to Friday 8.30am – 6.00pm (excluding public holidays).

In using this service you acknowledge that all rights and obligations relating to the provision of this service rest with Digital Forensic Insurance Services and that you will have no recourse to Zurich Insurance plc in this regard.

The following services are provided by DAS Law Limited and/or a preferred law firm on behalf of DAS Legal Expenses Insurance Company Limited.

DAS – Commercial Legal Assistance
Legal advice and protection for your business

Helpline services
You can contact the DAS UK-based call centres 24 hours a day, seven days a week. However, DAS may need to arrange to call you back depending on the enquiry. To help DAS check and improve their service standards, they record all inbound and outbound calls, except those to the counselling service. When phoning, please advise DAS of your policy number and the name of the insurance provider who sold you the policy.

Legal advice helpline
Call 0344 893 9022 when you require legal advice
DAS provides confidential legal advice over the phone on any commercial legal problem affecting your business, under the laws of any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible they will arrange a call back at a time to suit you.

DAS Legal Advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters DAS will refer you to one of their specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am – 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, a DAS Legal Advisor will call you back.
Tax advice service  
Call 0344 893 9022 when you require tax advice
This service offers confidential advice over the phone on any tax matters affecting your business under the laws of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands.
Tax advice is provided by tax advisors 9am – 5pm, Monday to Friday, excluding public and bank holidays.
If calls are made outside these times, a DAS Tax Advisor will call you back.

Counselling service  
Call 0344 893 9025 for confidential counselling
DAS will provide your employees, including any members of their immediate family who permanently live with them, with a confidential counselling service over the phone if they are aged 18 or over, including, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by DAS or Zurich Insurance plc.
The counselling service helpline is open 24 hours a day, seven days a week.

Health and medical information service  
Call 0344 893 9022 for health and medical information
DAS will give your employees information over the phone on general health issues and advice on a wide variety of medical matters. They can give your employees information on all health services including NHS Dentists.
Health and medical information is provided by qualified nurses 9am – 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.

Business assistance  
Call 0344 893 9022 when you require business assistance
In the event of an unforeseen emergency affecting your business premises which causes damage or potential danger, DAS will contact a suitable repairer or contractor and arrange assistance on your behalf. All costs of assistance provided are your responsibility.

Online law guide and document drafting  
DAS Employment Manual
Visit www.das.co.uk and click on the Employment Manual icon
The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law.
To view it, please visit www.das.co.uk and select Employment Manual. All the sections of this web-based document can be printed off for your own use. Contact DAS at employmentmanual@das.co.uk with your email address, quoting your policy number and DAS will contact you by email to inform you of future updates to the information.

DAS Business Law
Visit www.dasbusinesslaw.co.uk for online legal advice and documents. When registering, please use the following code which will provide you with access to a range of free documents: DAS472301
Using www.dasbusinesslaw.co.uk you can create ready-to-sign contracts, agreements and letters in minutes.
Developed by solicitors and tailored by you using the DAS smart document builders. You can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts.
The service also provides useful tools, articles and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help you keep your business one step ahead.

In using these services you acknowledge that all rights and obligations relating to the provision of these services rest with DAS and that you will have no recourse to Zurich Insurance plc in this regard.

These helplines are provided by DAS. If you have a complaint about the service or about the way you have been treated, please write to: DAS Customer Relations Department at:
DAS House, Quay Side, Temple Back, Bristol BS1 6NH.
Alternatively you can contact DAS by telephone on: 0117 934 0066, or email: customerrelations@das.co.uk.
To help check and improve service standards calls are recorded other than calls to the Counselling Service.
Zurich Insurance plc, First Recovery Limited, Zurich Management Services Limited, Santia Consulting Limited, DAS and Digital Forensic Insurance Services Limited will not accept responsibility if any of the helplines are unavailable for reasons Zurich Insurance plc, First Recovery Limited, Zurich Management Services Limited, Santia Consulting Limited, DAS and Digital Forensic Insurance Services Limited cannot control.
Your Trades and Professions policy

This policy is a contract between you and Zurich in respect of the entire policy except section H which is a contract between you and DAS.

This policy, the statement of facts, any schedule, endorsements and certificate should be read as if they are one document.

We will insure you under those sections stated in the schedule as insured during any period of insurance for which we have accepted your premium.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof.

Any heading in this policy is for ease of reference only and does not affect its interpretation.

Law applicable to this contract (not applicable to section H)

In the UK the law allows both you and us to choose the law applicable to this contract. This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon your address as stated in your policy documentation. If there is any dispute as to which law applies it will be English law.

The parties agree to submit to the exclusive jurisdiction of the English courts.

This is a legal document and should be kept in a safe place.

Please read this policy, statement of facts, schedule, endorsement and certificate carefully and if they do not meet your needs contact us or your broker or insurance intermediary.
Definitions

Certain words in this policy have special meanings. These words and their meanings are detailed in this section and apply whenever we have printed them in bold throughout.

Certain words have special meanings that only apply to a particular section of this policy. These are stated at the beginning of the relevant section as special definitions and will apply in that section wherever the defined words are shown in bold italics.

**Bodily injury**
Death, bodily injury, illness or disease.

**Business**
The business stated in the schedule and including:

a) maintenance of property and premises owned or occupied by you

b) the provision and management of canteen, social, sports and welfare organisations for the benefit of employees and first aid, fire and ambulance services

c) your participation in exhibitions.

**Business partner**
Any person in business with you under the terms of a partnership agreement whether express or implied under legislation.

**Contract**
Contract or agreement between you and any principal to carry out work in accordance with the business.

**Contract site**
Location at which the contract works are undertaken.

**Contract works**
Permanent and temporary works undertaken in performance of a contract or speculative development and materials for use in connection with them. Free issue materials are included provided you are responsible for them under the terms of the contract.

**Damage**
Physical loss, destruction or damage.

**Data processing system**
Any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

**De jure or de facto**
In law or as a matter of fact.

**Declared value**
Your assessment of the cost of reinstatement of the property insured at the level of costs applying at the start of the period of insurance (ignoring inflationary factors which may operate subsequently) together with due allowance for:

a) additional cost of reinstatement to comply with European Union and public authority requirements

b) professional fees

c) debris removal costs.

**Denial of service attack**
Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of service attacks include but are not limited to the:

a) generation of excess traffic into network addresses

b) exploitation of system or network weaknesses

c) generation of excess or non-genuine traffic between and amongst networks.

**Employee**
Any natural person who is:

a) under a contract of service or apprenticeship with you

b) under a work experience or similar scheme

c) hired or borrowed by you from another employer

d) any labour only subcontractor or anyone employed by them

e) any self-employed person

and working for and while under your direct control or supervision in connection with the business.

**Excess**
The amount stated in this policy, the schedule or any endorsement for which you will be responsible and which will be deducted from any payment under this policy after all other terms and conditions have been applied.

**Hacking**
Unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data whether your property or not.
Loss of eye
Loss of eye will include permanent and total loss of sight which will be deemed to have occurred:

a) in both eyes when the condition is shown to our satisfaction to be permanent and without expectation of recovery and the person insured’s name has been added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist

b) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and we are satisfied that the condition is permanent and without expectation of recovery.

Loss of limb
a) In the case of a lower limb loss by permanent physical severance at or above the ankle or permanent total loss of use of an entire leg or foot

b) In the case of an upper limb loss by permanent physical severance of the entire 4 fingers through or above the metacarpal phalangeal joints or permanent total loss of use of an entire arm or hand.

Money
Current coinage, current bank and currency notes, postal orders, cheques, banker’s drafts, bills of exchange, unused units in postage stamp franking machines, postage stamps, revenue stamps, National Savings certificates, National Insurance stamps, stamped or franked National Insurance cards, Holiday-with-Pay stamps, Dental Practice Board Payment forms, Premium Savings bonds, luncheon vouchers, trading stamps, credit card sales vouchers, consumer redemption vouchers and gift tokens accepted by you and VAT purchases invoices all pertaining to the business and belonging to you or for which you are responsible.

Non-negotiable money
Money in the form of crossed cheques, postal orders, crossed bankers’ drafts, credit card sales vouchers, Premium Savings bonds, National Savings certificates, unused units in postage stamp franking machines, stamped or franked National Insurance cards and VAT purchase invoices all pertaining to the business and belonging to you or for which you are responsible.

Nuclear reactor
Any plant including any machinery, equipment or appliance whether affixed to land or not, designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

Person insured
You, your business partner or any employee.

Permanent total disablement
a) In respect of a person insured who is gainfully employed by you and is below state retirement age and above 16 years of age: disablement caused excluding loss of limb, loss of eye, total loss of hearing or total loss of speech which will in all probability totally prevent the person insured from engaging in their usual occupation (as defined in section F Personal accident) for the remainder of their life.

b) In respect of a person insured who is not gainfully employed by you or is above the state retirement age or below 16 years of age: disablement caused excluding loss of limb, loss of eye, total loss of hearing or total loss of speech which will in all probability entirely prevent the person insured from engaging in any and every occupation for the remainder of their life.

Personal effects
Any item of clothing or any other personal item made to be worn, used or carried about the person including passports, driving licences and proof-of-age cards.

Personal tools
Powered and non-powered hand held tools of all types belonging to, held under a hire purchase agreement by, leased to or hired to you or any employee.

Principal
Employer, company, partnership, public authority or individual for whom you have agreed to carry out work under the terms of the contract.

Reinstatement
a) The rebuilding or replacement of property suffering damage which provided that our liability is not increased may be carried out:
   i) in any manner suitable to your requirements
   ii) upon another site

b) the repair or restoration of property suffering damage in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

Speculative development
Erection, alteration or renovation of buildings other than under contract for sale or letting by you in accordance with your business including show properties.
Territorial limits
Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Terrorism
a) Any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division of any nation, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
   i) involves violence against one or more persons
   ii) involves damage to property
   iii) endangers life other than that of the person committing the action
   iv) creates a risk to health or safety of the public or a section of the public
   v) is designed to interfere with or to disrupt an electronic system

b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.

Total loss of hearing
Total and permanent loss of hearing.

Total loss of speech
Total and permanent loss of speech.

Trained person
You or any employee who has undertaken suitable and adequate training or holds relevant qualifications to administer treatment or use equipment to a competent level.

Underinsurance
a) In respect of each item and each individual premises stated in the schedule or certificate to be insured on the day 1 inflation protection basis: if at the time of damage the declared value of the property covered by such item is less than the cost of reinstatement at the start of the period of insurance then you will be considered your own insurer for the difference and will bear a proportionate amount of any loss

b) In respect of all other items and individual premises: if at the time of damage the sum insured under any item which is stated to be subject to underinsurance is less than the full reinstatement value of the property insured under that item you will be considered your own insurer for the difference and will bear a proportionate amount of any loss.

For the avoidance of doubt solely in respect of any item under this policy that is declared to be subject to underinsurance clause c) iii) of general condition 7 – Fair presentation of the risk will not apply.

Virus or similar mechanism
Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not including but not limited to Trojan horses, worms and logic bombs.

We, us or our
a) In respect of the whole policy except Section H – Legal Expenses: Zurich Insurance plc.

b) In respect of Section H: DAS Legal Expenses Insurance Company Limited.

You or your
The person, people or the company stated in the schedule as the policyholder.
Section A – Public and products liability

Special definitions

**Clean up costs**

- Testing for or monitoring of *pollution or contamination*
- The costs of *remediation* required by any *enforcing authority* to a standard reasonably achievable by the methods available at the time that *remediation* commences.

**Costs and expenses**

- Claimants’ costs and expenses which you become legally liable to pay
- Costs incurred with our written consent in defending any claim for damages
- Costs incurred with our written consent for:
  - Representation at any coroner’s inquest or fatal injury inquiry
  - Defending in any court of summary jurisdiction any proceedings in respect of any act or omission relating to any event which is covered under this section.

**Enforcing authority**

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the territorial limits.

**Pollution or contamination**

- Pollution or contamination of buildings or other structures or of water, land or the atmosphere
- Loss or *damage* or *bodily injury* caused by pollution or contamination.

**Products**

Any commodities or goods or anything (including packaging, containers, labels), sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by you or on your behalf or any structure constructed, erected or installed or *contract work* executed by you or on your behalf in the course of the *business*.

**Remediation**

Correcting or fixing the effects of *pollution or contamination* including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

Section A1 – Public liability

**Cover**

We will cover you for all sums which you may become legally liable to pay as damages in respect of:

- Accidental *bodily injury* to any person other than an *employee*
- Accidental *damage* to property
- Accidental obstruction, accidental trespass, accidental nuisance, accidental interference with pedestrian, road, rail, air or waterborne traffic
- Charges of wrongful arrest or malicious prosecution brought against you arising out of any allegation of shoplifting or other improper conduct at your premises by any person other than an *employee* occurring during the period of insurance within the territorial limits in connection with the *business*. In addition to the limit of indemnity we will pay *costs and expenses*.

We will settle your claim in accordance with the Claims conditions.

Excluding:

- Liability arising from *products* after they have ceased to be in your custody or control. This will not apply to food or beverage for consumption on your premises or at any other premises where you are carrying on the *business*. 


Section A2 – Products liability

This section is only operative if stated in the schedule

Cover

We will cover you for all sums which you may become legally liable to pay as damages in respect of:

a) accidental bodily injury to any person other than an employee
b) accidental damage to property

occurring during the period of insurance within the territorial limits and caused by products. In addition to the limit of indemnity we will pay costs and expenses.

We will settle your claim in accordance with the Claims conditions.

Additional cover extensions applicable to Section A – Public and products liability

1. Contingent motor liability

We will also cover your legal liability for accidental bodily injury to any person and/or accidental damage to property arising out of the use of any motor vehicle which is neither the property of nor provided by you and being used for the purpose of the business.

Excluding:

a) damage to vehicles or to goods carried in or on them

b) accidental bodily injury to any person or accidental damage to property occurring while a vehicle is being driven by you or by any person who to your knowledge does not hold a licence to drive that vehicle unless that person has held and is not disqualified from holding or obtaining that licence

c) liability more specifically insured under any other insurance

d) liability arising outside the territorial limits.

2. Corporate Manslaughter and Corporate Homicide Act 2007

We will also cover you for legal costs and expenses incurred with our prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from those proceedings) brought in respect of a charge or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man committed or alleged to have been committed during the period of insurance in the course of the business.

Provided that:

a) our liability under this additional cover extension will not exceed £2,000,000 in any one period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule

b) this additional cover extension will apply only to proceedings brought in the territorial limits

c) we consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of you

d) you give to us immediate notice of any summons or other process served upon you which may give rise to proceedings under this additional cover extension

e) in relation to any appeal the counsel has advised there are strong prospects of that appeal succeeding

f) where we have already paid you in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another section of this policy the amount paid under that section will be taken into account in arriving at our liability payable under this clause.
Excluding liability:
i) where you have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
ii) in respect of fines or penalties of any kind
iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from those proceedings in respect of a breach of:
   1) the Health and Safety at Work etc Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made in accordance with them
   2) the Food Safety Act 1990 or any regulations made in accordance with this Act
   3) the Consumer Protection Act 1987 or any regulations made in accordance with this Act
iv) where payment for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this additional cover extension payment would have been provided by another source or insurance.

3. Costs of criminal proceedings
We will also pay at your request in respect of any director, business partner or employee:
   a) legal costs and expenses incurred with our written consent
   b) costs incurred with our written consent in the defence of any criminal proceedings brought against you or any business partner or employee for an alleged breach of:
      i) the Health and Safety at Work etc Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978
      ii) Part II of the Food Safety Act 1990
      iii) Part II of the Consumer Protection Act 1987
occuring during the period of insurance in connection with the business including legal costs and expenses incurred with our prior consent in any appeal against conviction arising from those proceedings.
The most we will pay in respect of b) ii) and b iii) is £25,000 in any one period of insurance.
Excluding:
1) fines or penalties of any kind
2) costs for which you or any director, business partner or employee has effected a more specific legal expenses protection or insurance
3) proceedings or appeals consequent upon any deliberate act or omission and you will immediately repay us all costs and expenses paid by us prior to any deliberate act or omission being established
4) proceedings related to health, safety or welfare of employees.

4. Court attendance costs
In addition to the limit of indemnity we will pay you the daily rates stated below if any of the following are required to attend court as a witness at our request:
   a) you, any director or business partner £250
   b) any employee £150

5. Data Protection Act
We will also cover you in respect of your legal liability under Section 13 of the Data Protection Act 1998 in connection with personal data as defined in the Act held by you.
Excluding:
   a) the payment of fines and penalties
   b) the cost of replacing, reinstating, rectifying or erasing any personal data.
6. **Defective Premises Act 1972**

We will also cover you in respect of your legal liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises which have been disposed of by you.

Excluding:

a) the cost of correcting or fixing any defect or alleged defect in the premises
b) liability more specifically insured under any other insurance.

7. **Environmental clean up costs**

We will also cover you in respect of all sums including statutory debts that you are legally responsible to pay in respect of clean up costs arising from environmental damage caused by pollution or contamination where liability arises under an environmental directive, statute or statutory instrument.

Provided that:

a) liability arises from pollution or contamination 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; and

b) all such pollution or contamination which arises out of one incident will be deemed to have occurred at the same time that incident took place; and

c) our liability under this additional cover extension will not exceed £1,000,000 for any one incident and in the aggregate in any one period of insurance and will be the maximum we will pay inclusive of all costs and expenses. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule; and

d) immediate loss prevention or salvage action is taken and the appropriate authorities are notified.

Excluding:

i) clean up costs for damage to your land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in your care, custody or control

ii) damage connected with previously contaminated property

iii) damage caused by a succession of several events where the individual event would not warrant immediate action

iv) the removal of any risk of an adverse effect on human health on your land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in your care, custody or control

v) costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time remediation commences

vi) costs for prevention of imminent threat of environmental damage where the costs are incurred without there being pollution or contamination caused by a sudden, identifiable, unintended and unexpected incident

vii) damage resulting from an alteration to subterranean stores of groundwater or to flow patterns

viii) costs for the reinstatement or reintroduction of flora or fauna

ix) damage caused deliberately or intentionally by you or where you have knowingly deviated from environmental protection rulings or where you have knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which you are responsible

x) fines or penalties of any kind

xi) damage caused by the ownership or operation on behalf of you of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water

xii) damage which is covered by a more specific insurance policy

xiii) damage caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed

xiv) damage caused by disease in animals belonging to or kept or sold by you.
8. **Indemnity to other persons**

In the event of any claim which you would be entitled to receive cover for under this section being brought or made against:

a) any employee
b) any director or business partner
c) any employee acting as a member of your first aid or medical arrangements but excluding medical practitioners in respect of liability for damages and legal costs resulting from treatment given
d) any officer or member of your canteen, social, sports or welfare organisations we will cover that person at your request against that claim and/or any costs, charges and expenses in respect of it.

Provided that:

i) that person is not entitled to indemnity under any other insurance
ii) that person will keep to and be subject to the terms and conditions of this policy as though they were you
iii) we will not pay under this additional cover extension unless we have the sole conduct and control of all claims.

9. **Indemnity to principal**

In the event of any claim for which you would be entitled to receive indemnity under this section of the policy being brought or made against any principal we will indemnify the said principal against such claim and any costs, charges and expenses for such claim.

We will not pay under this additional cover extension unless we have the sole conduct and control of all claims.

10. **Joint liabilities**

Where this policy is issued in the joint names of more than one party we will cover each party as though a separate policy had been issued to each of them.

Provided that the total amount we will pay to all such parties will not exceed the amount payable if they comprised only one party and in any event will not exceed the limit of indemnity stated in the schedule.

11. **Libel and slander**

We will pay all costs you become legally liable to pay as compensation for any act of libel or slander committed or uttered in good faith by you in the course of your business occurring during the period of insurance.

Provided that:

a) this will apply solely to your in-house and trade publications
b) the most we will pay is £250,000 in any one period of insurance.

12. **Non manual work abroad**

Cover applies anywhere in the world where any of your directors, business partners or employees are on temporary business visits for the purpose of non manual work provided that they are normally resident in the territorial limits.

13. **Personal liability**

At your request cover will apply in respect of the personal liability of any:

a) director, business partner or employee
b) the family of that director, business partner or employee while accompanying that person during temporary visits anywhere in the world for the purpose of the business.

Provided that:

i) this will not apply to liability more specifically insured under any other insurance;
ii) the persons listed above comply with the terms and conditions of this policy
iii) we have the sole conduct and control of all claims.
Excluding any liability:
1) arising from any contract or agreement which imposes a liability that you would not otherwise have been under
2) arising from the ownership or occupation of land or buildings
3) arising from the carrying out of any trade or profession
4) arising from the ownership, possession or use of:
   A) firearms excluding sporting guns
   B) mechanically propelled vehicles
   C) craft designed to travel through air or space
   D) hovercraft and watercraft
   E) animals of dangerous species as stipulated by the Animals Act 1971
5) arising from damage to property owned by or held in trust by:
   A) you
   B) any director, business partner or employee
   C) the family of any director, business partner or employee while accompanying these people during temporary visits anywhere in the world for the purpose of the business
6) for accidental bodily injury sustained by:
   A) you
   B) any director, business partner or employee
   C) the family of any director, business partner or employee while accompanying those people during temporary visits anywhere in the world for the purpose of the business.

14. **Private work**
   We will also cover private work carried out by any employee for you or any of your directors or business partners.

15. **Public liability during visits aboard**
   We will also cover work carried out during temporary visits anywhere in the world in connection with the business by you, any director, business partner or employee normally resident in and travelling from the territorial limits.
   Excluding any liability for manual work undertaken outside any member state of the European Union, the European Economic Area or Switzerland.
16. Treatment risk

We will also cover your legal liability for accidental bodily injury arising from treatments and facilities provided by you or any employee and treatment administered by a trained person in connection with the business.

Provided that:

a) any item designed to pierce the skin while in use is new or sterilised before use
b) any machinery, equipment, chemical or treatment product is used for the purpose it was designed in accordance with the manufacturer’s instructions
c) for electrolysis, laser hair removal, machine assisted massage and skin restoration the equipment is:
   i) only operated by a trained person
   ii) inspected at least annually by a qualified person and any defects are remedied before further use
d) for electro-mechanical slimming treatments, sauna, turkish bath and hydro massage facilities:
   i) there is regular supervision by a trained person who remains on the premises while the equipment is in use
   ii) instruction is given to customers regarding the safe method of use of the equipment including suitable warnings relating to potential health risks
   iii) all electrically operated equipment is inspected at least annually by a qualified electrical engineer and any defects are remedied before further use.
e) for sauna, turkish bath and hydro-massage facilities all floors subject to damp or wet conditions have non slip surfaces
f) on every occasion prior to undertaking treatments that are designed to colour or treat the skin or hair you must observe and apply all tests and procedures required or recommended by the maker or vendor of the treatment or product.

Excluding any liability:

i) in respect of solaria, sunbeds or other ultraviolet emitting tanning devices that emit ultraviolet light that has a wavelength of between 10 and 400 nanometres on the electromagnetic spectrum
ii) for the cost of repairing, removing, replacing, rectifying, making good, recalling, or altering any products sold or supplied by you
iii) for refunds in respect of any treatments given or facilities provided by you
iv) for bodily injury where you have proceeded with treatment following the results of any tests or procedures that are unsatisfactory
v) for bodily injury arising from treatment provided by any person who is not a trained person.

Special exclusions

This section does not cover:

1. Aircraft products
   liability arising from products which at the time of the contract of sale or supply are knowingly sold or supplied for use in craft designed to travel through air or space

2. Asbestos
   liability, loss, cost or expense caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives

3. 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

4. Foreign operations
   any associated or subsidiary company of yours or branch office or representative of yours with power of attorney domiciled outside the territorial limits
5. **Hazardous works**  
a) any work of demolition except demolition carried out by employees:
   i) of buildings or part of a building when such work forms part of a contract for reconstruction, alteration or repair by you  
   ii) of other structures not exceeding 4 metres in height and not forming part of any building.
b) the construction, alteration or repair of towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, docks or tunnels  
c) any work carried out on railways  
d) pile driving, quarrying or the use of explosives  
e) asbestos or silica removal

6. **Liquidated or punitive damages or fines**  
any amount in respect of:
a) liquidated damages, fines or penalties which attach solely because of a contract or agreement  
b) exemplary or punitive damages

7. **Motor**  
liability arising from the ownership or possession or use by you or on your behalf of any mechanically propelled motor vehicle or mobile plant:
a) which is licensed for road use  
b) for which compulsory motor insurance or security is required  
c) which is more specifically insured  
Provided that this will not apply to:
i) the act of loading or unloading any mechanically propelled motor vehicle or mobile plant unless it is more specifically insured  
ii) the use of any mechanically propelled vehicle or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance is required  
iii) the unauthorised movement on your premises or contract site of any mechanically propelled vehicle or mobile plant unless more specifically insured or unless compulsory motor insurance or security is required.

8. **Pollution or contamination**  
liability in respect 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.  
All pollution or contamination which arises out of one incident will be deemed to have occurred at the time that incident took place

9. **Professional advice**  
liability arising out of professional advice given by you for a fee or in circumstances where a fee would normally be charged

10. **Programming**  
liability arising out of programming or for loss of information or the provision of wrong information on in or from computer discs, tapes or other data recording equipment

12. **Property being worked on**  
damage to the part of any property upon which you or has been working where the damage is the direct result of that work
13. **Property damage excess**

   In respect of damages payable for damage to property the excess. One excess will apply in respect of any one occurrence or all occurrences of a series arising out of one original cause. The excess will not be deducted from payments we make to claimants and you will be responsible for repaying us the excess in respect of any such payments.

14. **Property held in trust**

   Damage to property belonging to you or held in trust by or borrowed, rented, leased or hired for use by you but this exclusion will not apply to:
   
   a) the personal effects including motor vehicles or their contents of any director, business partner, employee or visitor
   
   b) buildings or their contents temporarily occupied by you to carry out work for the purpose of the business
   
   c) premises or their fixtures and fittings hired, rented, leased or lent to you other than the damage if liability is assumed by you under a tenancy or other agreement and would not have attached in the absence of that agreement.

15. **Replacing or rectifying products**

   Replacing, reinstating, rectifying, recalling, removing or guaranteeing the performance of products or making a refund on the price of any products or damage to the products themselves.

16. **Treatment**

   Liability arising out of the dispersing of medicines or drugs or treatment other than as described in Additional cover 16 – Treatment risk.

17. **Vessels and craft**

   Liability arising from the ownership or possession or use by or on your behalf of 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.

**Special provisions**

1. **Discharge of liability**

   We may at any time pay any limit of indemnity after deduction of any sum or sums already paid or any lower amount for which any claim or claims can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of costs and expenses incurred with our written consent prior to the date of such payment.

2. **Limit of indemnity**

   The limit of indemnity stated in the schedule is our monetary limit (other than any limit otherwise stated) and applies to any claim or series of claims arising from any one cause except for claims caused by:

   a) products
   
   b) pollution or contamination

   Where in respect of each the limit of indemnity stated applies in the aggregate in any one period of insurance.

3. **Pollution or contamination**

   The most we will pay for all claims arising from pollution or contamination which is deemed to have occurred during the period of insurance is stated in the schedule. Provided that the most we will pay will not increase and we will not pay more than the limit of liability under the Public Liability and Products Liability covers of this section as stated in the schedule.
Special conditions

1. Underground services condition
   It is a condition precedent to our liability that you will ensure:
   a) prior to the commencement of any excavation, digging or earth moving work take all reasonable measures to identify the location of underground pipes, mains, cables and other services with their owner or the relevant authority responsible and retain a written record of such measures
   b) the adoption of a method of work which minimises the risk of damage to pipes, cables, mains and other services.

2. Use of heat condition
   It is a condition precedent to our liability that the following precautions are complied with on each occasion of the use or application of heat taking place elsewhere than at your own premises:
   a) Application of heat by means of electric oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers:
      1) the area in the immediate vicinity of the work (including in the case of work carried out on one side of a wall or partition, the opposite side of the wall or partition) must be cleared of all loose combustible material
      2) other combustible material including floors in the area in which the equipment is to be used must be covered by sand or over-lapping sheets or screens of non-combustible material
      3) at least two adequate and appropriate portable fire extinguishers, in proper working order, must be kept in the immediate area of the work being undertaken and used immediately smoke or smouldering flames are detected
      4) a fire safety check of the working area must be made approximately 60 minutes after the completion of each period of work and immediate steps taken to extinguish any smouldering or flames discovered.
      5) blow Lamps and blow torches must be filled in the open and must not be lit until immediately before use
      6) lighted blow lamps, blow torches or hot air guns are continuously attended and extinguished immediately after use
      7) a person must be appointed by you to act as an observer to watch for signs of smoke or smouldering or flames.
   Sub-paragraph 3) does not apply to the application of heat by means of blow lamps, blow torches, hot air guns or hot air strippers.
   b) The use of asphalt, bitumen, tar, pitch or lead heaters:
      1) must be carried out in the open in a vessel designed for the purpose and be continuously attended
      2) if carried out on a roof, the vessel must be placed on a non-combustible heat insulating base.
Section B – Professional indemnity and electrical wiring certification

This section is only available for selected trades and is only operative if stated in the schedule.

**Special definitions**

**Asbestos surveys**
A management survey or a refurbishment or demolition survey as described in HSG264 published by the Health and Safety Executive in connection with Regulation 4 of the Control of Asbestos Regulations 2006 or any comparable survey or inspection whether of commercial or residential land or property.

**Business**
The professional services provided in the conduct of the business stated in the schedule.

**Circumstance**
Incident, occurrence, fact, matter, act or omission that may give rise to a claim.

**Claim**
Demand for or an assertion of a right to civil compensation or civil damages or an intimation of an intention to seek such compensation or damages.

**Defence costs**
Reasonable costs and expenses necessarily incurred with our written consent in the investigation, defence or settlement of any claim or investigation into any circumstance which may be the subject of indemnity under this policy.

**Employee**
Any natural person who is:
- a) under a contract of service or apprenticeship with you
- b) self-employed
- c) under a work experience or similar scheme
- d) hired or borrowed by you from another employer
and working for you in connection with the business while under your direct control or supervision.

**Environmental audit**
Any investigation specifically intended to assess whether there is actual pollution or contamination present.

**Excess**
The amount stated in this policy, the schedule or any endorsement in respect of each and every claim for which you will be responsible.

**Insured**
You and your predecessors:
- a) any current or former business partner, director, member or principal or any person who becomes a business partner, director, member or principal during the period of insurance
- b) any current or former employee or any person who becomes an employee during the period of insurance
- c) the personal representative of any business partner, director, member, principal or employee in the event of their death, incapacity, insolvency or bankruptcy
- d) any retired business partner, retired director or retired member whilst acting as a consultant to the insured.

**Member**
A member of your limited liability partnership as defined in the Limited Liability Partnerships Act 2000.
**Pollution or contamination**
Pollution or contamination of buildings or other structures or of water or land or the atmosphere.

**Related entity**
Any individual or entity or its subcontractors or assignees:

a) which wholly or partially own, operate or manage you

b) in which you have an ownership interest in excess of 20%

c) which is controlled, operated or managed by you.

**Territorial limits**
Worldwide excluding:

a) the United States of America

b) Canada

and any territories under their jurisdiction.

**You or your**
The person, people either acting in partnership or on behalf of an unincorporated organisation or the company stated in the schedule as the policyholder.

**Section B1 – Professional indemnity**
This section is only operative if stated in the schedule.

**Cover**
*We* will pay any *insured* in respect of any *claim* first made against any *insured* and notified to *us* during the period of insurance in respect of any civil liability including liability for claimants' costs and expenses arising out of the conduct of the *business* within the *territorial limits*.

In addition to the limit of indemnity *we* will pay *defence costs*.

*Defence costs* will not be subject to any *excess*.

Where *you* become liable to pay a sum in excess of the amount of indemnity available under this policy *we* will pay only the proportion of any *defence costs* that the amount of indemnity available under this policy bears to the *insured's* total liability.

**Additional cover extensions applicable to Section B1 – Professional Indemnity**

1. **Bodily injury and property damage**

   *We* will also indemnify *you* against:

   a) death, bodily injury, mental injury, sickness, disease, mental anguish or shock sustained by any person including emotional distress arising from libel or slander

   b) loss of or *damage* to property.

   Provided that it arises out of a breach of professional duty due to any negligent act, error or omission committed or alleged to have been committed by any *insured*.

2. **Costs of criminal proceedings**

   *We* will also indemnify *you* against reasonable legal costs and expenses necessarily incurred with *our* prior consent in the defence of any criminal proceedings first made against *you* and notified to *us* during the period of insurance under:

   a) the Bribery Act 2010

   b) the Construction (Design and Management) Regulations 2007

   c) the Corporate Manslaughter and Corporate Homicide Act 2007

   d) the Data Protection Act 1998

   e) the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

Provided that:

i) the criminal proceedings arise out of the conduct of the business; and

ii) the circumstances giving rise to such criminal proceedings may otherwise give rise to an indemnity under this policy; and

iii) in our reasonable belief the defence of such criminal proceedings would assist in the defence of any claim against any insured.

Any subsequent or concurrent civil action arising out of criminal proceedings notified hereunder will be deemed to be notified in accordance with Special Claims conditions – 1. Claim notification.

For the purpose of this clause the excess will be £2,500 or the excess stated in the schedule whichever is the lesser.

Our liability will not exceed £1,000,000 in the aggregate or the limit of indemnity in the aggregate stated in the schedule whichever is the lesser during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

3. Court attendance costs

We will also pay you the daily rates stated below if any of these people are required to attend court as a witness at our request:

a) any business partner, director, member or principal £500

b) any employee £250

Our liability will not exceed £25,000 in the aggregate during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

4. Fee costs

We may also at our discretion pay your outstanding fee in circumstances where your client has expressed dissatisfaction with your work. They must:

a) demonstrate reasonable grounds for such dissatisfaction and subsequent refusal to pay such fee including amounts you are legally obligated to pay subcontractors at the time of the refusal to pay such fee; and

b) threaten to bring a claim against you for a sum greater than the outstanding fee; and

b) agree not to pursue such claim if you agree not to press for your outstanding fee.

Our payment of your outstanding fee will only be made if we believe that this will avoid a claim for a greater amount. If following this a claim still arises then the amount paid under this clause will be deducted from the limit of indemnity. If you eventually recover the outstanding fee or any part thereof then you must repay us any amount you recover less your reasonable expenses necessarily incurred in recovering the outstanding fee.

5. First party copyright infringement

We will also pay any reasonable costs and expenses necessarily incurred in the issue of any proceedings notified to us during the period of insurance for any injunction or for damages for infringement of any copyright vested in you. Provided that we will not be required to incur any obligation to meet such costs where your cause of action is not one that is reasonable to pursue. In the event of any dispute arising between you and us as to the reasonableness of pursuing any such cause of action the opinion of a Queen’s Counsel the appointment of whom will be mutually agreed between you and us will be obtained and their decision will be binding.

If you and we cannot agree on the appointment of a Queen’s Counsel the chairman of the Bar Council will appoint one.

Our liability will not exceed £25,000 in the aggregate during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

6. Libel or slander

We will also indemnify you against any act of libel or slander provided such act of libel or slander is committed or uttered by an insured in good faith.
7. **Loss of documents**

We will also pay reasonable costs necessarily incurred by you with our prior consent for the restoration or replacement of records associated with the business including computer systems records which have been accidentally lost or damaged. Provided always that any computer systems records are backed up no less frequently than once every 7 days or as otherwise agreed by us and such backed up records are held at a separate location. This clause does not apply to negotiable instruments of whatsoever nature.

Our liability will not exceed £1,000,000 in the aggregate or the limit of indemnity in the aggregate stated in the schedule whichever is the lesser during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

8. **Representation costs**

We will also pay reasonable costs and expenses necessarily incurred by you with our written consent for representation at any official examination, inquiry, investigation or other proceedings ordered or commissioned by a body legally empowered to investigate your affairs that is first instigated against you and notified to us during the period of insurance and which may give rise to a claim under this policy.

Our liability will not exceed £25,000 in the aggregate during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

---

**Section B2 – Electrical wiring certification**

This section is only operative if stated in the schedule.

We will pay any insured in respect of any claim first made against any insured and notified to us during the period of insurance in respect of any breach of professional duty due to any negligent act, error or omission including liability for claimants’ costs and expenses arising out of the certification and inspection of electrical wiring within the territorial limits.

In addition to the limit of indemnity we will pay defence costs.

Provided that:

a) any claim arises from an event that occurs during the period of insurance or within 12 months prior to the inception date of the first period of insurance; and

b) you shall be responsible for 10% of each claim subject to a maximum of £1,000

c) the most we will pay is £10,000 in the aggregate during the period of insurance.

Excluding the costs of replacement of any electrical wiring that should have been identified as requiring replacement by the initial certification and inspection.

**Special exclusions**

Section B does not cover:

1. **Asbestos**

   liability, loss, cost or expense caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives unless arising out of a breach of professional duty due to any negligent act, error or omission committed or alleged to have been committed in the conduct of the business.

   Provided that:

   a) this section will not cover liability for:

   i) asbestos surveys

   ii) death, bodily injury, mental injury, sickness, disease, mental anguish, shock or the fear of suffering thereof sustained by any person

   b) our liability including defence costs will not exceed £1,000,000 in the aggregate or the limit of indemnity in the aggregate stated in the schedule whichever is the lesser during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.
2. **Claims by related entities**  
   any *claim* brought by any *insured* or any related entity unless such *claim* emanates from an independent third party

3. **Competition, restraint of trade or taxation**  
   liability arising from the breach of any taxation, competition, restraint of trade or antitrust legislation or regulation

4. **Contractual liability**  
   a) liability arising from any express warranty, guarantee, contractual promise, indemnity, liquidated damages, waiver or express agreement given by *you* unless *you* would have been liable even if there had not been any such express warranty, guarantee, contractual promise, indemnity, liquidated damages, waiver or express agreement  
   b) any *claim* or loss payable which would have been recoverable but for any restriction on *your* rights of recovery imposed by the terms of any contract entered into by *you*

5. **Courts jurisdiction**  
   any *claim* made or brought:  
   a) in the United States of America or Canada or territories under their jurisdiction  
   b) under or in consequence of any judgment or order in or under the laws of the United States of America or Canada or territories under their jurisdiction

6. **Criminal or malicious acts**  
   liability arising out of any criminal, dishonest, fraudulent or malicious act, error or omission committed by any *insured* or on the direction of any *business partner*, director, *member* or principal unless:  
   a) committed by any *employee* which for the purpose of this clause will not include any *business partner*, director, *member* or principal of yours; and  
   b) there was no reasonable cause for suspicion by any *business partner*, director, *member* or principal in relation to such person.  
   Provided always that:  
   i) in the event of a loss being sustained as a result of any criminal, dishonest, fraudulent or malicious act, error or omission the amount of indemnity under this policy will be reduced by an amount equal to the sum of:  
      1) any monies owed by *you* to any person committing, condoning or contributing to the act or omission  
      2) any monies held by *you* and belonging to such person; and  
   ii) no person committing, condoning or contributing to any criminal, dishonest, fraudulent or malicious act, error or omission is entitled to an indemnity under this policy

7. **Directors’ and Officers’ and trustee liability**  
   liability while any *insured* is carrying out the duties of:  
   a) a director or officer of *you* or any other body corporate  
   b) a trustee of any pension fund or any other employee benefit scheme

8. **Electronic risks**  
   liability arising out of virus or similar mechanism or hacking or denial of service attack

9. **Employment**  
   liability arising out of:  
   a) death, bodily injury, mental injury, sickness, disease, mental anguish or shock of any *business partner*, director, *member*, principal or *employee* while in the course of their employment with *you*  
   b) any obligation owed by *you* as an employer or potential employer to any director or *employee* or applicant for employment  
   c) any express or implied terms of a partnership agreement or membership agreement

10. **Goods and services**  
    liability arising from any contract or arrangement for the supply to or use by *you* of goods or services
11. Insolvency
liability arising out of your insolvency or bankruptcy. This exclusion will not apply to any circumstance or claim that may be covered under this policy but for your insolvency or bankruptcy

12. Pension and employee benefit schemes
liability arising out of the operation or administration of your pension or other employee benefit scheme

13. Pollution or contamination
liability, loss, cost or expense directly or indirectly caused by, contributed to by or arising out of:
   a) pollution or contamination unless arising out of a breach of professional duty due to any negligent act, error or omission committed or alleged to have been committed in the conduct of the business
   b) any environmental audit.
   Our liability including defence costs will not exceed the limit of indemnity in the aggregate during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule

14. Prior circumstances and claims
liability arising from:
   a) any circumstance that:
      i) you knew or that in our reasonable opinion you ought to have known prior to inception of this policy which may give rise to a claim against any insured
      ii) was notified by you under any other insurance policy prior to inception of this policy
      iii) was disclosed or in our reasonable opinion ought to have been disclosed on your latest proposal to us
   b) any claim made against any insured prior to inception of this policy

15. Products and buildings
liability arising out of any:
   a) supply, repair, alteration, manufacture, installation or maintenance of goods, materials or products
   b) construction, repair, installation, erection, removal or demolition of buildings, building works or physical structures by any insured, subcontractor or related entity

16. Property and transport
liability arising out of the ownership, possession or use by you or on your behalf of any land, building, aircraft, watercraft, mechanically propelled vehicle or trailer

17. Punitive damages or fines
any amount in respect of:
   a) penalties or fines
   b) punitive or exemplary damages unless arising out of libel or slander committed or uttered in good faith

18. Survey and valuation
liability arising out of any survey or valuation

19. Terrorism
loss, damage, consequential loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with terrorism.

In any action or suit or other proceedings where we allege that by reason of this exclusion cover is not provided under this policy the burden of proving that cover is provided under this policy will be upon you.

20. Trading losses
liability arising out of your trading loss or trading debt or your liability for VAT or its equivalent.
Special provisions

1. Contracts (Rights of Third Parties) Act 1999
   For the purposes of the Contracts (Rights of Third Parties) Act 1999 this policy is not enforceable by any third party.

2. Discharge of liability
   We may at any time pay in connection with any claim the maximum amount payable under this policy after deduction of any sum already paid in respect of such claim or any lower amount for which the claim can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of defence costs incurred with our written consent prior to the date of such payment.

3. Joint liabilities
   If the insured comprises more than one party we will indemnify each party as though a separate policy had been issued to each of them provided always that the total amount of indemnity to all such parties will not exceed the amount payable if the insured comprised only one party and in any event will not exceed the limit of indemnity stated in the schedule.

4. Limit of indemnity
   The limit of indemnity stated in the schedule is our monetary limit (other than any limit otherwise stated) and applies to any one claim.
   All claims against any one or more of the insured arising from:
   a) one act or omission
   b) one series of related acts or omissions
   c) the same act or omission in a series of related matters or transactions
   d) similar acts or omissions in a series of related matters or transactions
   e) one matter or transaction
   will be regarded as one claim. All such claims will be considered first made on the date upon which the earliest claim is first made.

5. Queen’s Counsel
   You will not be required to contest any legal proceedings unless a Queen’s Counsel or similar authority agreed upon by you and us advises that on the facts of the case such claim may be contested with a reasonable prospect of success.
   If you and we cannot agree on the appointment of a Queen’s Counsel the chairman of the Bar Council will appoint one.

Special conditions

1. Non-disclosure
   In the event of misrepresentation, misdescription or non-disclosure:
   a) of any material particular at the inception of this policy or from the time of any variation in cover including at renewal we may at our discretion waive our right to avoid this policy but exclude the consequences of any matter which ought to have been disclosed to us
   b) at the time of any variation in cover or at renewal we will waive our right to avoid this policy provided that:
      i) you are able to establish to our satisfaction that such misrepresentation, misdescription or nondisclosure was innocent and free from any fraudulent conduct or intent to deceive
      ii) where you should have notified during a preceding period any circumstance or claim or an entitlement under this policy and the indemnity or cover to which you would have been entitled was in any way more restrictive than that provided on the date of notification we will only be liable to the extent applicable during such preceding period of insurance.
   Provided that:
   1) we will be entitled to adjust the premium and the terms and conditions to those which would have applied had the circumstances of the misrepresentation, misdescription or non-disclosure been disclosed
   2) for the purposes of this condition renewal will mean a renewal of any immediately preceding professional indemnity insurance policy issued by us under which you were entitled to indemnity.
2. Observance
The due observance and fulfilment of the terms and conditions of this section by you in so far as they relate to anything to be done or complied with by you will be a condition precedent to our liability to make any payment under this section.

3. Sole agent
It is agreed that:

a) if the insured comprises more than one party then you will act for yourself and be deemed to act as the sole agent for the insured. All parties comprising the insured are deemed to have consented and agreed that rights of action under this policy are not assignable except with our prior written consent

b) you have the sole right to file notice or proof of loss or make a claim

c) you have the sole right to bring legal proceedings arising under or in connection with this section

d) knowledge possessed or discovery made by any person, company or entity forming part of you or by any business partner, director, member, principal or officer, departmental head or other senior manager or the equivalent thereof will be deemed to constitute knowledge possessed or discovery made by all other persons, companies or other entities forming part of you.

Special claims conditions

1. Claim notification
Upon learning of any circumstance or on receiving verbal or written notice of any claim you must:

a) tell us as soon as reasonably possible and give us any assistance we may reasonably require

b) immediately send to us any claim, writ or summons issued against you and any notice of prosecution, inquest or fatal inquiry

c) supply at your own expense and as soon as reasonably possible full details of the claim in writing including any supporting evidence and information that we require and keep us up to date with any future information you receive or we may reasonably require

d) in the case of notification of a circumstance supply full details including all material facts, dates and persons involved and the reasons for anticipating that it is by definition a circumstance.

2. Claim settlement
We will:

a) be entitled to take over and conduct the defence or settlement of any claim including the appointment of legal counsel

b) treat any circumstance notified during the period of insurance which subsequently gives rise to a claim after the period of insurance as a claim first made during the period of insurance.

3. Negotiation or settlement
You must not admit, deny, negotiate or settle any claim without our written consent.

4. Other insurance
If at the time of any circumstance or claim there is any other policy providing an indemnity in respect of such circumstance or claim we will be liable only for our proportionate share. If any other policy has a provision preventing it from contributing in like manner then our share of the claim will be limited to the amount in excess of that which would be payable under such other policy had this policy not been effected.

5. Prejudice
Where you have prejudiced the settlement of any claim the amount we will pay including defence costs will be reduced to such an amount as would have been payable in the absence of such prejudice.

6. Subrogation rights
We are entitled to:

a) take the benefit of your rights against another person prior to or after we have paid a claim

b) take over the defence or settlement of a claim against you by another person.
Section C – Employers’ liability

This section is only operative if stated in the schedule.

Special definition

Costs and expenses
a) Claimants’ costs and expenses
b) costs incurred with our written consent in defending any claim for damages
c) costs incurred with our written consent for:
   i) representation at any coroner’s inquest or fatal injury inquiry
   ii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission causing or relating to any event

which may be the subject of cover under this policy.

Cover

We will cover you in respect of all sums which you may become legally liable to pay as damages in respect of bodily injury caused during the period of insurance to any employee arising out of and in the course of their employment by you in the business in relation to claims settled or defended with our consent:

In addition to any claim for damages we will pay costs and expenses.

The most we will pay is the limit of indemnity stated in the schedule including all costs and expenses (other than any limit otherwise stated) and any limit applies to any claim or series of claims arising from any one cause.

We will settle your claim in accordance with the Claims conditions.

Additional cover extensions applicable to Section C – Employers’ liability

1. Corporate Manslaughter and Corporate Homicide Act 2007

We will cover you in respect of legal costs and expenses incurred with our prior written consent in connection with the defence of any criminal proceedings including any appeal against conviction arising from any proceedings brought in respect of a charge or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the period of insurance in the course of the business.

Provided that:

a) our liability under this additional cover extension will not exceed £5,000,000 in any one period of insurance. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
b) this additional cover extension will only apply to proceedings brought in the territorial limits
c) we must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of you
d) you will give us immediate notice of any summons or other process served upon you which may give rise to proceedings under this additional cover extension
e) in relation to any appeal counsel has advised there are strong prospects of that appeal succeeding
f) where we have already covered you in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the change of or investigation connected with corporate manslaughter or corporate homicide under another additional cover extension applicable to this section the amount paid under that additional cover extension will be taken into account in arriving at our liability payable under this additional cover extension.
Excluding liability:

i) where you have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge

ii) in respect of fines or penalties of any kind

iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from those proceedings in respect of a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made under them

iv) where cover for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this additional cover extension cover would have been provided by another source or insurance.

2. **Court attendance costs**

We will pay you the daily rates stated below if any of the following are required to attend court as a witness at our request:

a) you, any director or business partner £250

b) any employee £150.

3. **Health and safety at work defence costs**

We will also cover you and at your request any director, business partner or employee against:

a) costs and expenses incurred with our prior consent

b) costs awarded against you or your director, business partner or employee in the defence of any criminal proceedings arising from an alleged breach of Section 36 or 37 of the Health and Safety at Work etc Act 1974 for an offence as defined in Section 33 of that Act or the Health and Safety at Work (Northern Ireland) Order 1978 or an offence as defined in Article 31 of that Order occurring during the period of insurance in the course of the business including any appeal against conviction arising from those proceedings.

This additional cover extension will only apply to proceedings brought in the territorial limits.

Excluding:

i) fines or penalties of any kind

ii) costs for which you or any director, business partner or employee has effected a more specific legal expenses protection or insurance

iii) proceedings or appeals consequent upon any deliberate act or omission and you will immediately repay us all costs and expenses paid by us prior to any deliberate act or omission being established

iv) proceedings not related to the health, safety or welfare of an employee.

4. **Indemnity to directors and employees**

We will also cover at your request:

a) any employee

b) any director or business partner

c) any employee acting as a member of your first aid or medical arrangements but excluding medical practitioners in respect of liability for damages and legal costs to any other employee resulting from treatment given in connection with any bodily injury caused to that person and arising out of and in the course of the employment of that person by you

d) any officer or member of your canteen, social, sports or welfare organisations.

Provided that:

i) the person is not entitled to indemnity under any other insurance; and

ii) those people keep to the terms and conditions of this policy; and

iii) you request us to do so; and

iv) we have the sole conduct and control of all claims.
5. **Indemnity to principal**

In the event of any claim for which you would be entitled to receive indemnity under this section of the policy being brought or made against any principal we will indemnify the said principal against such claim and any costs, charges and expenses for such claim.

We will not pay under this additional cover extension unless we have the sole conduct and control of all claims.

6. **Private work**

We will also cover private work carried out by any employee for you or any of your directors or business partner.

7. **Unsatisfied court judgements**

If any employee or their personal representative obtains a judgement from a court within the territorial limits for damages for bodily injury against any company or individual operating from premises within the territorial limits and that judgement remains unpaid for more than 6 months after the date of the award we will pay at your request the amount of any unpaid damages and awarded costs to the employee or their personal representative.

Provided that:

a) the bodily injury:
   i) is caused during the period of insurance
   ii) arises out of and in the course of employment in the business
b) there is no appeal outstanding
c) if a payment is made the employee or their personal representative will assign the judgement to us.

8. **Work overseas**

The insurance under this section applies to bodily injury caused:

a) within the territorial limits
b) anywhere in the world where your directors, business partners or employees are on temporary visits for work in relation to the business provided that they are normally resident in the territorial limits and their contract of service or apprenticeship was entered into in the territorial limits.

Excluding liability for bodily injury:

i) arising from manual work undertaken outside the European Union, European Economic Area or Switzerland
ii) caused:
   1) on any offshore installation or support or accommodation vessel for any offshore installation
   2) in transit to, from or between any offshore installation or support or accommodation vessel for any offshore installation.

**Special exclusions**

This section does not cover:

1. **Motor**

   liability for which compulsory motor insurance or security is required under road traffic legislation

2. **Work offshore**

   liability for bodily injury caused:
   a) on any offshore installation or support or accommodation vessel for any offshore installation
   b) in transit to, from or between any offshore installation or support or accommodation vessel for any offshore installation

**Special provision**

1. **Limit of indemnity – terrorism**

   The limit of indemnity in respect of any claim against or by you or any series of claims against or by you arising directly or indirectly from a single act of terrorism will be £5,000,000 inclusive of all costs and expenses.
Section D – Specified and unspecified items ‘all risks’

This section is only available for selected trades and is only operative if stated in the schedule. Reference should be made to the schedule for specific detail of the territorial limits applicable to this section.

**Special definitions**

**Territorial limit**
The territorial limit stated in the schedule.

**Cover**

In the event of damage to the property insured stated in the schedule occurring:

a) during the period of insurance
b) within the territorial limit
c) by a cause not otherwise excluded.

The excesses applicable to this section are stated in the policy schedule or endorsements.

We will settle your claim in accordance with the Claims conditions.

**Special exclusions**

This section does not cover:

1. **Bent or incorrect coinage**
   
   damage to vending machines caused by the use of bent, foreign or false coins

2. **Brittle articles**
   
   cracking or breakage of glass or other brittle articles

3. **Changes in environment or mechanical or electrical breakdown**
   
   damage caused by or consisting of:
   
   a) corrosion, erosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, mould, dryness, marring, scratching, vermin or insects
   b) change in temperature, colour, flavour, texture or finish
   c) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which the breakdown or derangement occurs
   
   but this will not exclude subsequent damage which itself results from a cause not otherwise excluded.

4. **Confiscation**
   
   confiscation, destruction or detention by customs or other authorities

5. **Depreciation, gradually operating changes and faulty or defective design or workmanship**
   
   damage caused by or consisting of:
   
   a) depreciation, inherent vice, latent defect, gradual deterioration, wear and tear, frost or change in water table level
   b) faulty or defective design or materials
   c) faulty or defective workmanship, operational error or omission on the part of you or on the part of any employee
   
   but this will not exclude subsequent damage which itself results from a cause not otherwise excluded.
6. **Employees personal effects**
   damage to employees personal effects other than:
   
   a) when in transit by road in your vehicle to or from the contract site
   b) when on or adjacent to the contract site

7. **Excluded property**
   damage to motor vehicles, money, credit cards, debit cards, jewellery, precious metals or stones or articles made from them

8. **Inventory losses**
   loss by disappearance or by shortage which is only discovered by a routine inventory or periodic stocktaking

9. **Maintenance and testing**
   damage caused by any testing, commissioning, repairing, adjusting, treatment, servicing or maintenance operation

10. **Theft from unattended road vehicles**
    theft of property insured from an unattended road vehicle

11. **Tool of trade**
    damage to personal tools while in use.

**Optional extensions**
Operative if stated in the schedule.

1. **Theft from unattended road vehicle**
   Special exclusion 10 of this section is amended to read.
   Theft of property from an unattended road vehicle is insured provided that:
   a) all doors and windows and other means of access are securely fastened and locked; and
   b) all valuable items are locked in secure compartments and hidden from view; and
   c) any security devices for protection of the vehicle are put into full and effective operation; and
   d) outside of your usual trading hours the vehicle is parked within a secure compound or locked within a secure garage.

2. **Personal tools and personal effects**
   In the event of damage to personal tools and personal effects occurring:
   a) in transit by road in your vehicle to or from the contract site
   b) the contract site
   c) within the territorial limit
   The excesses applicable to this section are stated in the policy schedule or endorsements.
   We will settle your claim in accordance with the Claims conditions.
   The most we will pay for any one employee is stated in the schedule.

**Special provision**

1. **Underinsurance**
   The sum insured for each item insured under this section is separately subject to underinsurance.
Section E – Contractors all risks

This section is only available for selected trades and is only operative if stated in the schedule.

Special definitions

**Hired-in plant**
Contractors’ plant of all types including scaffolding, temporary buildings, site office contents and site welfare facilities hired in by you under the terms of a hiring agreement but not on hire purchased or free loan to you other than money.

**Owned plant**
Contractors’ plant of all types including scaffolding, temporary buildings, site office contents and site welfare facilities belonging to you, held by you under a hire purchase agreement, leased by you or on loan to you other than money.

**Pollution or contamination**
All pollution or contamination of buildings or other structures or of water or land or the atmosphere and all damage or bodily injury, illness, disease or death directly or indirectly caused by such pollution or contamination.

**Practical completion**
Completion of work apart from the prospective purchasers or tenants choice of decorations or final fitments.

**Speculative development**
Erection, alteration or renovation of buildings other than under contract for sale or letting by you in accordance with your business including show properties.

Section E1 – Contract works

This section is only operative if stated in the schedule.

**Cover**

We will pay for damage to the contract works for which you are responsible occurring:

a) while in transit other than by sea or air to or from the contract site
b) on or adjacent to the contract site
c) in the first 14 days after hand over to the principal
d) during the period of maintenance or defects liability not exceeding 12 months during the period of insurance anywhere within the territorial limits.

We will at our option indemnify you by payment, reinstatement, replacement or repair.

The most we will pay for all claims made for any one contract or speculative development is the limit stated in the schedule against contract works.

If the value of any contract or speculative development increases after commencement to an amount in excess of the limit of liability stated in the schedule the limit of liability is automatically increased by up to 25%.

Where any limit of liability has been reduced by the amount of a claim we will automatically reinstate it provided you agree to pay any additional premium required by us. Such additional premium will be disregarded for the purpose of any adjustment of premium under this policy.

Additional cover extensions applicable to Section E1 – Contract works

1. **Debris removal costs**

   We will pay the reasonable costs and expenses necessarily incurred by you for:
   a) removing debris
   b) dismantling and/or demolishing
   c) shoring up, propping and fencing off
   d) repairing or cleaning drains, sewers, service mains and the like and/or dewatering
   e) temporary boarding up of windows following breakage of glass following damage to the contract works.

   The most we will pay is 10% of the limit of liability applicable to the contract works.
2. **Documents**

   We will pay costs and expenses incurred by you for clerical labour and stationery for rewriting or redrawing documents, drawings and business books following damage to them.

   The most we will pay for any one occurrence is one per cent of the limit of liability applicable to contract works.

3. **EU and public authority requirements**

   We will pay the additional cost of reinstatement incurred following damage to the contract works solely to comply with any regulations arising out of an Act of Parliament or with bye-laws of any municipal or local authority or European Union directive, hereinafter referred to as the 'Stipulations'.

   Provided that:
   a) reinstatement is carried out without delay
   b) if reinstatement is carried out on another site our liability is not increased
   c) the limit of liability stated against contract works in the schedule is not exceeded.

   Excluding:
   i) costs incurred in complying with stipulations intimated to you before the damage occurred
   ii) costs incurred for undamaged property
   iii) any charge or assessment arising out of capital appreciation which may become payable following compliance with the Stipulations.

4. **Expediting expenses**

   We will pay the reasonable costs and expenses necessarily incurred by you in making temporary repair and expediting permanent repair including overtime working and the use of rapid transport following damage to the contract works.

   The most we will pay for any one occurrence of damage is 50% of the cost of repair had such costs not been incurred or £50,000 whichever is the lesser.

5. **Indemnity to principal**

   Where you are required by the contract we will indemnify any principal in a like manner to you provided that the contract site is within the territorial limits.

6. **JCT contract conditions**

   Where you are working under the JCT Standard Building Contract 2005 or its equivalent we will not pursue our rights of subrogation against subcontractors directly engaged by you for damage arising from any of the specified perils defined in the above mentioned Building Contract.

7. **Offsite storage**

   We will pay for damage to the contract works while stored in the European Union away from the contract site provided that you are responsible under the contract.

   The most we will pay is where the value of the contract works in store is £100,000 unless agreed by us.

8. **Professional fees**

   We will pay the reasonable costs of architects, surveyors, consulting engineers and other professional fees necessarily incurred by you in the reinstatement of contract works following damage.

   The most we will pay is the charges authorised by the appropriate professional body.

   Excluding fees incurred in the preparation of any claim.
Unallocated Materials

We will pay for damage to unallocated contract materials and spare parts for plant whilst in vehicles belonging to you during transit (other than by sea or air) in the territorial limits to or from the Contract Site. The most we will pay is the limit stated in the schedule.

Exclusions applicable to Section E1

Section E1 does not cover:

1. **Airborne or waterborne risks**
   - damage to contract works in or on any airborne or waterborne craft or vessel or marine rig or platform

2. **Breakdown during testing**
   - damage to any item of machinery caused by its own breakdown or explosion

3. **Completed speculative developments**
   - damage to contract works the subject of speculative development:
     a) after being sold or let; or
     b) more than 90 days after practical completion of the last property on the contract site
     whichever is the earlier

4. **Consequential loss**
   - liquidated damages, penalties for delay or detention or in connection with guarantees of performance or efficiency or consequential loss not specifically provided for in this section

5. **Contracts in excess of limit of liability**
   - damage to contract works the subject of any contract or speculative development with a value including the value of free issue materials at commencement in excess of the limit of liability stated in the schedule

6. **Existing structures**
   - damage to any property forming or which has formed the whole or part of any building or structure existing prior to the start of the contract or speculative development

7. **Inventory losses**
   - loss by disappearance or by shortage which is only discovered by a routine inventory or a periodic stocktaking

8. **Limited defective condition exclusion**
   - the cost of repairing replacing or rectifying:
     a) contract works which are in a defective condition due to a defect in design, plan, specification, materials or workmanship of such contract works or any part of them
     b) contract works lost or damaged to enable the repair, replacement or rectification of contract works excluded by a) above

   Part a) will not apply to other contract works which are free of the defective condition but suffer damage as a result.

   Damage to the contract works will not be deemed to have occurred solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in the contract works or any part of them

9. **Non-ferrous metals**
   - theft of unfixed non-ferrous metals of any description unless either:
     a) an authorised employee or agent appointed by you is on the contract site at the time of the theft
     b) such property is contained within a securely locked hut or building

10. **Normal upkeep**
    - the cost of normal upkeep or normal making good
11. Nuclear site risks
damage to contract works in, or consisting of any building or plant which has been used, is used or is designated to be used for the production, use or storage of nuclear materials other than with our prior consent.

12. Occupation of the works
damage resulting from the occupancy other than as dwellings or offices of any portion of the contract works by any owner, tenant or occupier.

13. Pollution
damage caused by pollution or contamination but we will pay for:
   a) damage caused by pollution or contamination which occurs as a consequence of other damage insured by this section
   b) ensuing damage which is not excluded by this section.

14. Relief under contract
damage for which you are relieved of responsibility by the conditions of the contract.

15. Change in the water table level
damage solely attributable to a change in the water table level.

16. Wear and tear
the cost of making good of wear and tear, gradual deterioration due to atmospheric conditions or otherwise, rust, corrosion, oxidisation or scratching or painted or polluted surfaces.

Section E2 – Owned plant
This section is only operative if stated in the schedule.

Cover
We will pay for damage to owned plant occurring while:
   a) in your custody or control
   b) hired out by you under the standard conditions of The Construction Plant Hire Association or as otherwise agreed with us

during the period of insurance at any situation within the territorial limits including while in transit by road, rail, roll on / roll off ferry or inland waterway between those situations.

The most we will pay for any one item of owned plant is its market value.

The most we will pay for all claims made for any one period of insurance in the case of owned plant is the limit shown in the schedule against owned plant.

Where any limit of liability has been reduced by the amount of a claim we will automatically reinstate it provided you agree to pay any additional premium required by us. Such additional premium will be disregarded for the purpose of any adjustment of premium under this policy.

Additional cover extensions-applicable to Section E2 – Owned plant

1. Plant recovery costs
We will pay the reasonable costs necessarily incurred by you to recover any item of owned plant which has become accidentally immobilised during normal operation.

The most we will pay is the sum that would have been payable under this section had recovery costs not been incurred.

Excluding the cost of:
   a) rectifying electrical or mechanical breakdown or derangement in order to effect recovery of plant
   b) recovering plant situated underground.
Exclusions applicable to Section E2
Section E2 does not cover:

1. **Airborne or waterborne craft**
   Damage to any aircraft, hovercraft or watercraft other than non-powered craft

2. **Attachments**
   Damage to cutting edges, tools, trailing cables or flexible pipes, other than when such damage results from the total loss of the complete item or items of owned plant

3. **Breakdown**
   Damage to any item of owned plant caused by its own breakdown or explosion but not damage by any ensuing cause

4. **Inventory losses**
   Loss by disappearance or by shortage which is only discovered by a routine inventory or periodic stocktaking.

5. **Materials treated**
   Damage resulting from materials treated by the owned plant or by foreign bodies entering the plant with such materials

6. **Motor vehicles**
   Damage to any mechanically propelled vehicle:
   a) licensed for road use other than a vehicle designed or adapted primarily for use as a tool of trade
   b) for which compulsory motor insurance or security is required
   c) which is more specifically insured

7. **Personal tools**
   Damage to personal tools and personal effects insured separately under this policy

8. **Wear and tear**
   The cost of making good of wear and tear, gradual deterioration due to atmospheric conditions or otherwise, rust, corrosion, oxidisation or scratching of painted or polished surfaces.

Section E3 – Hired in plant
This section is only operative if stated in the schedule.

**Cover**

We will pay for your legal liability under the terms of your hiring agreement to pay compensation for damage to hired-in plant while:

a) in your custody or control

b) re-hired by you under the standard conditions of The Construction Plant Hire Association or as otherwise agreed with us
during the period of insurance while at any situation within the territorial limits including while in transit by road, rail, roll on / roll off ferry or inland waterway between those situations.

We will pay:

i) all sums you become legally liable to pay as compensation

ii) all legal costs for which you may be liable for defence of legal proceedings incurred with our written consent.
Additional cover extensions applicable to Section E3 – Hired in plant

1. **Continuing hire charges**

   We will pay continuing hire charges for which you are legally liable under the terms of your hiring agreement as a consequence of damage to hired-in plant insured under this section.

   The most we will pay for any one occurrence of damage is £50,000 or as otherwise agreed with us.

   Excluding liability for:
   
   a) hire charges incurred for the first 24 hours after the occurrence of the damage
   b) hire charges incurred for any period in excess of 3 months after the occurrence of the damage.

2. **Plant recovery costs**

   We will pay the reasonable costs necessarily incurred by you to recover any item of hired in plant which has become accidentally immobilised during normal operation.

   The most we will pay is the sum that would have been payable under this section had recovery costs not been incurred.

   The most we will pay for all claims made for any one occurrence of damage in the cost of hired-in plant is the limit stated in the schedule against hired-in plant.

   Where any limit of liability has been reduced by the amount of a claim we will automatically reinstate it provided you agree to pay any additional premium required by us. Such additional premium will be disregarded for the purpose of any adjustment of premium under this policy.

   Excluding liability for the cost of:
   
   a) rectifying electrical or mechanical breakdown or derangement in order to effect recovery of plant
   b) recovering plant situated underground.

**Exclusions applicable to Section E3**

Section E3 does not cover:

1. **Airborne or waterborne craft**

   Liability for damage to any aircraft, hovercraft or watercraft other than non-powered craft

2. **Motor vehicles**

   Damage to any mechanically propelled vehicle:
   
   a) licensed for road use other than a vehicle designed or adapted primarily for use as a tool of trade
   b) for which compulsory motor insurance or security is required
   c) which is more specifically insured

**Special conditions applicable to the whole of Section E**

1. **Damage over a 72 hour period**

   Damage at any one contract site during any one period of 72 consecutive hours within the period of insurance caused by earthquake, storm or flood will be deemed to be a single event and so constitute one claim for the application of any excess.

   For the purpose of this condition the commencement of any such period will be decided by you provided that no two periods will overlap.

2. **Multiple lifts**

   Any raising or lowering operation in which a single load is shared between items of lifting and handling plant will be undertaken in accordance with the British Standard Code of Practice for the Safe Use of Cranes BS7121.

3. **Overload testing**

   Any form of testing involving abnormal stresses or intentional overloading will be undertaken in accordance with the British Standard Code of Practice for the Safe Use of Cranes BS7121.
4. **Series defects**
   If the development or discovery of a defect in any part of the **contract works** indicates that similar defects exist in any other parts of the **contract works**, you will immediately investigate and if necessary rectify those defects at your own expense or alternatively bear all losses arising out of those defects.

5. **Stoppage of work**
   In the event of stoppage of work by you on the **contract site** from any cause for a period of 3 consecutive months all cover under this section will be suspended unless we have agreed in writing to continue cover. In the event of a total or partial stoppage of work you will use due diligence and do all things reasonably practical to protect the property insured.

**Special provisions applicable to the whole of Section E**

1. **Temporary repairs**
   We will not be responsible for temporary repairs carried out without our consent (unless such temporary repairs are carried out under Additional cover extension 4 – Expediting expenses of Section E1) or any consequences of such repairs nor for the cost of any alterations additions improvements or overhauls carried out on the occasion of a repair.

2. **Partial damage**
   Where damage is confined to a part of an item of property insured by this policy we will be liable only for the value of that part plus the cost of any necessary dismantling and erection for which you are responsible.

3. **Abandoned property**
   You will not be entitled to abandon any property to us whether taken into possession by us or not.
Section F – Personal accident

This section is only available for selected trades and is only operative if stated in the schedule.

**Special definitions**

**Bodily injury**
Bodily injury which is caused by an *event*.

**Channel Islands**
Jersey, Guernsey, Alderney and Sark.

**Country of permanent residence**
The country where a *person insured* resides indefinitely or where a *person insured* has the intent to reside indefinitely.

For the purpose of this definition the Channel Islands as a single group of territories, the Isle of Man and the United Kingdom will each be treated as separate and distinct countries.

**Country of secondment**
The country where a *person insured*:

a) temporarily resides under a contract of employment with *you*

b) undertakes an activity on *your* behalf and at *your* request for more than 6 months and agreed by *us* in a country of secondment endorsement attached to and forming part of this policy.

For the purpose of this definition the Channel Islands as a single group of territories, the Isle of Man and the United Kingdom will each be treated as separate and distinct countries.

**Deferment period**
The beginning of a period of temporary disablement during which compensation for *temporary total disablement* will not be payable.

**Director**
Any person holding the position of director with *you* excluding any non-executive director unless specifically agreed with *our* written consent.

**Event**
A sudden, unforeseen and identifiable occurrence.

Any events or series of events consequent upon or attributable to one source or original cause will be regarded as a single event for the purposes of this policy where they occur within a 20 kilometres radius and within 24 consecutive hours of the one source or original cause.

**Event aggregate limit**
The maximum amount for which *we* can be held liable in respect of any claims for *bodily injury* arising out of any one *event*.

**Hi-jack**
The unlawful seizure or taking control of a conveyance in which the *person insured* is travelling.

**Journey**
A *business* journey not exceeding 30 days in duration authorised by *you* and undertaken by a *person insured* and commencing during the period of insurance.

**Kidnap**
The unlawful abduction and detention of a *person insured* against their will.
Medical expenses
Any reasonable costs necessarily incurred for medical, surgical or other diagnostic or remedial treatment given or prescribed by a qualified medical practitioner and any hospital, nursing home or ambulance charges.

Dental, optical expenses and routine pregnancy expenses are excluded unless incurred as the result of an emergency.

Multi-engined aeroplane limit
Our maximum liability in respect of all claims for bodily injury arising out of any one event involving the same multi-engined aeroplane as stated in special provision 3.

Operative time
24 hours per day while the person insured is engaged in any activity not excluded by this section including any journey.

Other forms of aerial transport limit
The maximum amount for which we can be held liable in respect of all claims for bodily injury arising out of any one event involving the same aircraft (not being a multi-engined aeroplane) as stated in special provision 3.

Temporary total disablement
Temporary disablement which totally prevents the person insured from engaging in any elements of their usual occupation.

United Kingdom
England, Scotland, Wales and Northern Ireland.

Usual occupation
The main occupation of the person insured for which they are suited by training and qualifications under a contract of employment with you.

War
Armed conflict between nations including forces acting for any international authority whether war be declared or not, invasion, civil war, any attempt to usurp power or any activity arising out of an attempt to participate in military force between nations.

Cover
If a person insured sustains bodily injury during the operative time that within 24 months solely and independently of any other cause results in accidental death or accidental disablement we will pay you the appropriate benefit stated in the schedule.

Provided that:

a) benefit 5 will be payable for a maximum of 104 weeks and is subject to a deferment period of 7 days

b) in respect of any one person insured a benefit will not be payable under more than one of benefits 1 to 4. Any benefit payable under benefit 5 will immediately cease should a benefit under one of benefits 1 to 4 subsequently be payable by us to you

c) in respect of a person under the age of 16 the maximum compensation payable under benefit 1 will not exceed £15,000 or the amount stated in the schedule whichever is the lesser.

We will settle your claim in accordance with the Claims conditions.

Additional cover extensions applicable to Section F – Personal accident

1. Disappearance
If a person insured disappears and after a suitable period of time as judged reasonable by the appropriate legal authority it is reasonable to believe that the person insured’s death resulted from bodily injury during the operative time we will pay you the amount stated under benefit 1 in the schedule. If it later transpires that the person insured has not died any amount paid will be refunded by you to us.
2. **Exposure**
   
   If a **person insured** suffers unavoidable exposure to the elements during the **operative time** that within 24 months solely and independently of any other cause results in death or disablement we will pay you in accordance with the benefits stated in the schedule.

3. **Funeral costs**
   
   If a payment is made under benefit 1 we will pay you up to £5,000 for reasonable funeral expenses. We will not be liable for more than the **event aggregate limit** stated in special provision 2.

4. **Hi-jack or kidnap**
   
   If a **person insured** is the victim of hi-jack or kidnap during the **operative time** the cover provided under this section will remain in force until the **person insured** has returned to their **country of permanent residence** or **country of secondment** or until a period of 12 months from the date of the hi-jack or kidnap has expired whichever will occur first.

5. **Medical costs**
   
   If a **person insured** incurs **medical expenses** as a result of **bodily injury** sustained during the **operative time** we will pay you up to 20% of the amounts paid under benefits 1 to 4 inclusive or 30% of the amounts paid under benefit 5 whichever is the greater but not exceeding £5,000.

6. **Rehabilitation support**
   
   Where a **person insured** suffers **bodily injury** resulting in disablement for which we agree to pay a benefit under this section we will at our discretion for a maximum period of 12 months from the date of the disablement enlist the services of Zurich Medical Management to:
   
   a) carry out by telephone an initial medical assessment of the **person insured** in conjunction with the **person insured's** medical advisers and discuss options for beneficial medical, prosthetic and counselling services
   
   b) provide support to the **person insured** during the recovery period:
      
      i) to minimise the effects of their **bodily injury**; and
      
      ii) to follow the agreed rehabilitation plan; and
      
      iii) to advise on and coordinate a return to work plan.

   Provided that you or the **person insured** will bear the cost of any treatment or other services taken up as a result of any support or arrangements offered or made by Zurich Medical Management.

---

**Special exclusions**

This section does not cover any expense or loss arising from:

1. **Active service**
   
   A **person insured** engaging in active service in any of the armed forces of any nation

2. **Age limitation**
   
   **bodily injury** to a **person insured** who has attained the age of 85 years unless the **bodily injury**, loss or expense occurs during the period of insurance in which the **person insured** attains the age of 85 years

3. **Excluded causes**
   
   any sickness or disease, any naturally occurring or degenerative condition, any gradually operating cause or post-traumatic stress disorder excluding a direct result of **bodily injury** caused by an **event**

4. **Excluded travel to dangerous or unsettled areas**
   
   a **journey** to the following countries or specific areas of countries:
   
   Afghanistan, Iran, Iraq, Somalia, Yemen, Israeli occupied Territories
5. Non passenger air travel
   a person insured engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft

6. Suicide or self-injury
   a person insured committing or attempting to commit suicide or intentionally inflicting self-injury

7. War risks
   war within the person insured’s country of permanent residence or country of secondment.

Special provisions
1. Any one person insured maximum benefit
   The maximum payable under this section is as follows:
   - Maximum benefit any one person insured benefit level 1 to 4 As stated in the schedule
   - Maximum benefit any one person insured benefit level 5 As stated in the schedule.

2. Event aggregate limitation
   The maximum payable under this section as the event aggregate limit is £5,000,000.
   Provided that if the total amount of any claims for bodily injury arising out of any one event exceeds the event aggregate limit each individual claim will be proportionately reduced until the total value of any claims does not exceed the event aggregate limit.

3. Multi-engined aeroplane and other forms of aerial transport limitation
   The maximum payable under this section is as follows:
   - Multi-engined aeroplane limit £1,000,000
   - Other forms of aerial transport limit £500,000
   Provided that if the total amount of any claims for bodily injury arising out of any one event involving the same:
   a) multi-engined aeroplane exceeds the multi-engined aeroplane limit each individual claim will be proportionately reduced until the total value of any claims does not exceed the multi-engined aeroplane limit
   b) aircraft, not being a multi-engined aeroplane, exceeds the other forms of aerial transport limit each individual claim will be proportionately reduced until the total value of any claims does not exceed the other forms of aerial transport limit.

Special conditions
1. Duplicate cover
   If a loss is covered under more than one subsection of Sections F and G we will provide cover under the subsection that provides the most cover but never under more than one subsection. In no event will we make duplicate payments for the same loss.

2. Interest
   No sum payable under Section F will carry interest.
Section G – Business travel

This section is only operative if stated in the schedule.
Reference should be made to the schedule for specific detail of the territorial limits applicable to this section.

Special definitions

Bodily injury
Bodily injury which is caused by an event.

Cancellation or curtailment limit
The maximum amount for which we can be held liable in respect of any claims under subsection G4 for loss and expense arising out of any one event.

Channel Islands
Jersey, Guernsey, Alderney and Sark.

Child
Any child of a person insured who is:
a) unmarried and dependant; and
b) under 18 years of age or under 25 years of age if in full-time education.

Consultants’ costs
Reasonable fees and expenses of our chosen consultants necessarily incurred in response to a kidnap.

Conveyance
An aircraft, ship, train, coach or similar means of transport which operates under a scheduled published timetable.

Country of permanent residence
The country where a person insured resides indefinitely or where a person insured has the intent to reside indefinitely.
For the purpose of this definition the Channel Islands as a single group of territories, the Isle of Man and the United Kingdom will each be treated as separate and distinct countries.

Country of secondment
The country where a person insured:
a) temporarily resides under a contract of employment with you
b) undertakes an activity on your behalf and at your request for more than 6 months and agreed by us in a country of secondment endorsement attached to and forming part of this policy.
For the purpose of this definition the Channel Islands as a single group of territories, the Isle of Man and the United Kingdom will each be treated as separate and distinct countries.

Director
Any person holding the position of director with you excluding any non-executive director unless specifically agreed with our written consent.

Electronic business equipment
Property owned by you and provided to the person insured to enable the person insured to perform their occupational tasks. These items must be of an electronic nature and cannot be items supplied or manufactured by you.
**Emergency repatriation expenses**
Any reasonable costs including the cost of medical attendants necessarily incurred in transporting the person insured to an appropriate hospital or nursing home or to the country of permanent residence or the country of secondment if recommended by Zurich Travel Assistance in conjunction with the local attending medical practitioner.

**Employee**
Any person under a contract of service or apprenticeship with you or any person you have the right to instruct in their performance.

**Event**
A sudden, unforeseen and identifiable occurrence. Any events or series of events consequent upon or attributable to one source or original cause will be regarded as a single event for the purposes of this policy where they occur within a 20 kilometres radius and within 24 consecutive hours of the one source or original cause.

**Excluded territories**
The countries or parts of countries listed in the schedule.

**Journey**
A business journey not exceeding 30 days in duration authorised by you and undertaken by a person insured and commencing during the period of insurance.

**Kidnap**
The unlawful abduction and detention of a person insured against their will.

**Medical expenses**
Any reasonable costs necessarily incurred for medical, surgical or other diagnostic or remedial treatment given or prescribed by a qualified medical practitioner and any hospital, nursing home or ambulance charges.
Dental, optical expenses and routine pregnancy expenses are excluded unless incurred as the result of an emergency.

**Medical practitioner**
Any legally qualified medical practitioner excluding a person insured, a member of the immediate family of a person insured or a non-executive director of you, a director or employee.

**Missed departure**
The failure of a conveyance in which a person insured is travelling to reach its destination point at the published expected time of arrival resulting in the person insured missing the first conveyance at the beginning of a journey which involves travel outside the person insured’s country of permanent residence or country of secondment.

**Missed international connection**
The failure of a conveyance in which a person insured is travelling to reach its destination point outside the person insured’s country of permanent residence or country of secondment at the published expected time of arrival resulting in the person insured missing an onward connecting conveyance on which the person insured is booked to travel in the course of a journey.

**Money**
Current coins, bank and currency notes, bankers drafts, bills of exchange, letters of credit, postal and money orders, postal stamps, signed travellers and other cheques, postal and money orders, phone cards, travel tickets, debit/credit cards, charge cards, gift tokens and coupons which belong to or are in the custody and control of the person insured on a journey and are intended for travel, meals, accommodation and personal expenditure only.

**Operative time**
The period of time during which a person insured is undertaking a journey outside the United Kingdom or country of permanent residence and within if it involves an internal flight or overnight stay commencing from the time of leaving the place of residence or normal place of work whichever is left last and continuing until arrival back home or normal place of work whichever is reached first.
**Overseas medical expenses**
All reasonable costs necessarily incurred for medical, surgical or other diagnostic or remedial treatment given or prescribed by a qualified medical practitioner and any hospital, nursing home or ambulance charges outside the person insured's country of permanent residence or country of secondment.

Dental, optical and routine pregnancy expenses are excluded unless incurred as the result of an emergency.

**Personal property**
Personal goods belonging to the person insured or for which they are legally responsible which are taken by them on a journey, sent in advance of a journey or acquired during a journey, excluding money and electronic business equipment.

**Travel expenses**
All reasonable costs necessarily incurred for:

a) travel, sustenance and accommodation expenses of up to 2 nominated persons who on medical advice are required to travel to or remain with the person insured up to a maximum of £10,000 any one claim

b) funeral expenses incurred in the burial of the person insured outside their country of permanent residence and country of secondment

c) costs incurred in transporting the person insured's body or ashes and personal property back to their country of permanent residence or country of secondment

d) travel expenses incurred by the person insured in returning to attend the funeral of a close relative in their country of permanent residence or country of secondment.

**United Kingdom**
England, Scotland, Wales and Northern Ireland.

**War**
Armed conflict between nations including forces acting for any international authority whether war be declared or not, invasion, civil war, any attempt to usurp power or any activity arising out of an attempt to participate in military force between nations.

**Zurich Travel Assistance**
The coordinator on our behalf of a range of services in respect of medical and security assistance supported by a 24 hour helpline (refer to subsection G7).

**Section G1 – Overseas medical costs**

**Cover**

<table>
<thead>
<tr>
<th>We will pay you or the person insured for:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) overseas medical expenses</td>
</tr>
<tr>
<td>b) travel expenses</td>
</tr>
<tr>
<td>c) emergency repatriation expenses</td>
</tr>
</tbody>
</table>

incurred as a direct result of a person insured becoming ill or sustaining bodily injury while on a journey during the operative time for a period not exceeding 2 years from the date of the bodily injury or first diagnosis of the illness up to a maximum of £10,000,000.

Provided that:

you or a person insured must contact Zurich Travel Assistance as soon as reasonably possible if illness or bodily injury results in the need for in-patient hospital treatment.
Additional cover extensions applicable to G1 – Overseas medical costs

1. **Premature childbirth**
   In the event of the premature birth of a child to a person insured while on a journey outside of the person insured’s country of permanent residence or country of secondment during the operative time we will pay you up to a maximum of £20,000 for the overseas medical expenses and repatriation expenses actually incurred in respect of the prematurely born child.

2. **Search and rescue costs**
   Where a person insured is reported missing to the appropriate authorities during a journey we will pay you on behalf of the person insured for costs incurred by recognised rescue authorities in searching for and rescuing the person insured up to a maximum of £50,000 per person insured.
   Provided that we will not pay more than £100,000 irrespective of the number of persons insured involved in one event.

3. **Supplementary hospital costs**
   In the event of a valid claim under this subsection we will pay the reasonable costs of hospital in-patient medical charges necessarily incurred within the 3 months immediately following the date of return to the person insured’s country of permanent residence or country of secondment up to a maximum of £25,000.

4. **United Kingdom repatriation costs**
   In the event of a person insured becoming ill or sustaining bodily injury while on a journey within the United Kingdom or the person insured’s country of permanent residence or country of secondment and as a direct result requiring hospital treatment as an in-patient we will pay you for the reasonable costs necessarily incurred for transporting the person insured and accompanying medical staff by private ambulance or air ambulance to a hospital local to the person insured’s home address up to a maximum of £10,000.

Exclusions applicable to Section G1
Section G1 does not cover:

1. **Drug or alcohol abuse costs**
   any expenses arising from drug or alcohol abuse by the person insured

2. **Non passenger air travel**
   any expenses arising from a person insured engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft

3. **Other insurances**
   any expenses which have been recovered from:
   a) any other insurance policy in your name or the person insured’s name
   b) any national insurance programme which is applicable to the person insured

4. **Suicide or self-injury**
   any expenses arising from a person insured committing or attempting to commit suicide or intentionally inflicting self-injury

5. **Travelling against medical advice or for medical treatment or advice**
   any expenses incurred if a person insured is travelling or intending to travel:
   a) against the advice of a medical practitioner
   b) travel for the purpose of obtaining medical treatment or medical advice

6. **Unapproved emergency repatriation costs**
   any emergency repatriation expenses incurred without the prior consent of Zurich Travel Assistance
7. **Unapproved hospital treatment**  
any hospital treatment provided on an in-patient basis where the person insured has not made all reasonable attempts to obtain the prior consent of Zurich Travel Assistance or obtained the consent of Zurich Travel Assistance at the first opportunity after the treatment.

**Section G2 – Personal property**

**Cover**

We will pay you or the person insured up to a maximum of £2,500 in the event of damage to personal property on a journey during the operative time subject to a single article limit for each lost or damaged article of £500.

**Additional cover extensions applicable to Section G2 – Personal property**

1. **Delayed personal property**  
We will pay you or the person insured up to £500 for any reasonable expenses necessarily incurred in purchasing essential replacement items if while on a journey during the operative time a person insured's personal property is temporarily lost for more than 4 consecutive hours during the outward or onward trip of the journey. Any payment we make will be deducted from the total amount payable under this section if the personal property is permanently lost.

2. **Passport or visa indemnity**  
We will pay you or the person insured up to £750 for reasonable additional travel and accommodation expenses necessarily incurred including any charges levied by the issuing office for a replacement passport or visa if a person insured loses or damages their passport while on a journey during the operative time.

3. **Assistance services**  
We will also provide assistance in replacing lost or stolen tickets, passport or other travel documents and assistance in locating lost or delayed luggage.

**Exclusions applicable to Section G2**

Section G2 does not cover:

1. **Changes in environment, moth or vermin, mechanical or electrical failure and process risks**  
damage due to moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration, mechanical or electrical failure or any process of cleaning, restoring, repairing or alteration

2. **Confiscation or detention**  
loss due to confiscation or detention by customs or any other competent authority

3. **Excluded property**  
damage to vehicles, their accessories, trailers or spare parts

4. **Other insurances**  
damage to personal property which is insured under any other insurance policy.

**Section G3 – Money**

We will pay you or the person insured up to a maximum of £1,500 in the event of the loss or theft of money or financial loss suffered as the result of the fraudulent use of credit, debit or charge cards on a journey during the operative time. In respect of money cover is extended to 120 hours immediately preceding the commencement of a journey and for 120 hours immediately following its completion.
Additional cover extension applicable to Section G3 – Money

1. **Assistance services**

   We will also provide assistance in replacing cash lost or stolen during a **journey** provided that the value of any cash advance will be deducted from any subsequent claim under this subsection. Where a claim is made the value of the cash advanced will be reimbursed by **you** to **us** upon completion of the **journey**.

Exclusions applicable to Section G3

Section G3 does not cover:

1. **Cash limitation**
   - more than £500 per **person insured** in respect of loss of cash

2. **Confiscation or detention**
   - loss due to confiscation or detention by customs or any other authority

3. **Failure to comply with credit, debit or charge card terms and conditions**
   - loss arising from fraudulent use of a credit, debit or charge cards unless the **person insured** has complied where it was reasonably possible with all the terms and conditions under which the card was issued

4. **Loss from unattended vehicles**
   - loss of **money** from any unattended vehicle unless the **money** was out of sight in a locked compartment

5. **Money shortages and depreciation**
   - devaluation of currency or shortages due to errors or omissions during monetary transactions.

Section G4 – Cancellation, curtailment, rearrangement and replacement costs

**Cover**

If during the **operative time** or between the confirmed booking of the **journey** and the **operative time** any part of the pre-booked travel arrangements for a **journey** are cancelled, curtailed or rearranged as a direct result of any cause outside the control of **you** or the **person insured** we will pay **you** or the **person insured** up to a maximum of £5,000 and subject to the **cancellation or curtailment limit** for:

a) deposits, advance payments and other charges which have not been and will not be used but which become forfeit or payable under contract or cannot be recovered elsewhere; and

b) reasonable additional travel and accommodation expenses necessarily incurred.

Additional cover extensions applicable to Section G4 – Cancellation, curtailment, rearrangement and replacement costs

1. **Missed international connection and missed departure**

   We will pay **you** or the **person insured** up to a maximum of £5,000 for the reasonable additional costs of travel, accommodation and subsistence that are necessarily incurred less any amount recoverable elsewhere if a **person insured** suffers a **missed international connection** or **missed departure** during the **operative time**.

   Provided that in respect of **missed international connection** or **missed departure**:  

   a) a **person insured** must obtain written confirmation from the relevant travel provider detailing the actual time of arrival of the **conveyance** at its destination and written confirmation from the connecting operator that the connection has been missed as a result of the late arrival of the **conveyance**

   b) a **person insured** must accept an alternative equivalent means of travel if this is offered by the travel provider within the period of delay.
2. **Promotional vouchers and awards**

We will pay you or the person insured up to a maximum of £5,000 and subject to the cancellation or curtailment limit in respect of a journey funded wholly or partially by promotional vouchers or awards which have been redeemed and which are non-refundable if during the operative time any part of the pre-booked travel arrangements for the journey are cancelled, curtailed or rearranged as a direct result of any cause outside the control of you or the person insured.

3. **Replacement costs**

We will pay you or the person insured up to a maximum of £5,000 for expenses limited to the reasonable cost of an air flight and other essential expenses necessarily incurred in sending a substitute person to complete the original person insured's journey if during the operative time any part of the pre-booked travel arrangements for a journey are cancelled, curtailed or rearranged as a direct result of any cause outside the control of you or the person insured.

4. **Travel delay**

If the departure of a conveyance on which a person insured is booked to travel in order to get to their planned destination at the commencement, onward connection or completion of a journey is delayed due to strike, industrial action, adverse weather conditions or mechanical breakdown we will pay the person insured £50 per hour in excess of the first 4 hours delay up to a maximum of £500.

**Exclusions applicable to Section G4**

Section G4 does not cover:

1. **Cancellation prior to policy inception**
   any loss arising from cancellation of pre-booked travel arrangements for a journey where the cause of the cancellation occurs prior to the period of insurance

2. **Cancellation or curtailment of an event held by you**
   any loss arising from the cancellation or curtailment of an event held by you or a subsidiary or parent company of you

3. **Default of transport or accommodation provider or agent**
   any expenses arising from the default of any provider or their agent of transport or accommodation or any agent acting for you or the person insured

4. **Disinclination to travel**
   any expenses incurred solely as a result of disinclination to travel or to continue the journey

5. **Failure to check-in**
   the failure of the person insured to check in for any journey according to the itinerary supplied unless due to fortuitous circumstances beyond the control of the person insured

6. **Financial circumstances**
   any expenses incurred due to your or the person insured's financial circumstances

7. **Non passenger air travel**
   any loss or expenses arising from a person insured engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft

8. **Other insurances**
   any loss which is insured under any other insurance policy

9. **Pre-existing circumstances**
   any expenses due to strike, labour dispute, mechanical breakdown or failure of the means of transport excluding disruption of road or rail services by avalanche, landslide, snow or flood which existed or for which advanced warning had been given prior to the date upon which the journey was booked
10. Prior redundancy or termination of employment
any expenses incurred as a result of the person insured's redundancy or the termination of their employment more than 31 days prior to a journey taking place

11. Public authority or government regulation
any expenses incurred as a result of regulations made by any public authority or government

12. Suicide or self-injury
any loss or expenses arising from a person insured committing or attempting to commit suicide or intentionally inflicting self-injury

13. Travelling against medical advice or for medical treatment or advice
any expenses incurred if a person insured is travelling or intending to travel against the advice of a medical practitioner or for the purpose of obtaining medical treatment or medical advice

14. Withdrawal from service of conveyance
any claim for cancellation following delay to an aircraft or ship if the delay is due to withdrawal from service temporarily or permanently on the orders of any port authority or the Civil Aviation Authority or any similar body in any country.

Provision applicable to Section G4

1. Event limit
The cancellation or curtailment limit is £100,000.

The total amount payable under this subsection in respect of any one person insured arising from any one event will not exceed £5,000.

If the total amount of any claims under this subsection for loss and expense arising out of any one event exceeds the cancellation or curtailment limit each individual claim will be proportionately reduced until the total value of any claims does not exceed the cancellation or curtailment limit.

Section G5 – Kidnap

Cover
We will pay you up to a maximum of £250,000 for consultants' costs incurred solely and independently as a result of kidnap occurring on a journey during the operative time and while outside the person insured's country of permanent residence or country of secondment.

Provided that:

a) the maximum amount we will be liable to pay under this subsection during any one period of insurance is £500,000

b) in the event of any circumstances that could give rise to a claim under this subsection you will give notice to Zurich Travel Assistance by the most expeditious means and provide Zurich Travel Assistance with any assistance and information in a timely manner.

Any incident that could give rise to a claim under this subsection must be notified immediately to Zurich Travel Assistance.

Their contact number is +44 (0)1489 868 888

Exclusions applicable to Section G5
Section G5 does not cover:

1. Claims by parent or guardian
any claim for a child by its parent or guardian

2. Damages and legal costs
any sums you become legally liable to pay as the result of any legal action for damages including legal costs incurred by you in defence of the action as the result of alleged:

a) negligence or incompetence in hostage retrieval operations or negotiations following kidnap

b) negligence in not preventing kidnap
3. Excluded territories
   any **kidnap** which occurs in the following excluded territories:
   Algeria, Brazil, Colombia, Ecuador, Georgia, Haiti, India, Indonesia, Iran, Iraq, Israel, Lebanon, Malaysia, Mexico, Nigeria, Pakistan, Peru, Philippines, Russia, Somalia, Sri Lanka, Ivory Coast and Venezuela

4. Fraudulent, dishonest or criminal acts
   loss due to any fraudulent, dishonest or criminal act committed or attempted by **you** or any director, employee or authorised representative of **you** including any person who has custody of any ransom monies

5. Journey in excess of 30 days
   any claim for a **person insured** while on a **journey** in excess of 30 days duration

6. Payments to other persons
   any sums, property or other consideration surrendered to any person making a ransom demand to **you**

7. Prior cancellation or declinature of kidnap insurance
   any claim if **you** or any **person insured** have had **kidnap** insurance declined or cancelled.

Section G6 – Political and natural disaster evacuation

We will pay **you** up to a maximum of £10,000 any one **person insured** for the reasonable costs necessarily incurred while a **person insured** is travelling on a **journey** during the **operative time** outside their **country of permanent residence** or **country of secondment** to evacuate the **person insured** to their **country of permanent residence** or **country of secondment** or the nearest place of safety when:

   a) officials of the country to or in which the **person insured** is travelling on a **journey** recommend that certain categories of person including the **person insured** should leave that country for safety reasons
   
   b) the British Government through its Foreign and Commonwealth Office issues a travel advice for a particular country or region in which the **person insured** is travelling on a **journey** recommending that certain categories of person including the **person insured** should leave that country or region
   
   c) the **person insured** is expelled or declared persona non grata in the country where the **person insured** is travelling on a **journey**
   
   d) the **person insured’s** property is seized, confiscated or expropriated during a **journey**
   
   e) a state of emergency has been declared in the country where the **person insured** is travelling on a **journey** necessitating immediate evacuation.

Provided that:

   i) **you** or a **person insured** must contact **Zurich Travel Assistance** as soon as reasonably possible if evacuation becomes necessary
   
   ii) we will not be liable to pay more than £50,000 any one event.

Additional cover extension applicable to Section G6 – Political and natural disaster evacuation

1. Accommodation costs
   In the event that the **person insured** is unable to return to their **country of permanent residence** or **country of secondment** we will pay **you** for reasonable accommodation costs necessarily incurred up to a maximum of £150 per day for a total of 14 days.

   Provided that:

   a) where the **person insured** holds a valid return ticket to their **country of permanent residence** or **country of secondment** or to another place of safety we will only pay **you** or the **person insured** for any additional costs to evacuate the **person insured**
   
   b) where the **person insured** is entitled to a refund on an unused ticket we will be entitled to deduct the value of the unused portion from the indemnity provided to **you** or the **person insured** under this subsection
   
   c) in respect of any necessary air flight we will pay **you** or the **person insured** for the cost of an economy flight fare.
Exclusions applicable to Section G6

We will not pay any benefit under this subsection if:

1. Breach of contract, bond or license
   you or the person insured fail to honour any contractual obligation, bond or specific performance condition in a license

2. Foreseeable costs
   the conditions leading to the person insured's departure were in existence prior to the person insured entering the country or where the conditions were reasonably foreseeable prior to the person insured entering the country on a journey

3. Missing or invalid documentation
   the person insured fails to produce or maintain immigration, work, residence or similar visas, permits or other relevant documentation for the country in which a journey takes place

4. Nationality
   the person insured is a national of the country in which they are on a journey

5. Property repossession
   property belonging to you or the person insured is repossessed by a titleholder or other interested party to satisfy any debt, insolvency, financial failure or other financial obligation of yours or of the person insured

6. Violation of laws or regulations
   a) the person insured has committed any:
      i) act or alleged act which if committed by them in the United Kingdom or country of permanent residence would be a criminal offence
      ii) fraudulent or criminal act or alleged fraudulent or criminal act alone or in collusion with others in the territory in which a journey takes place and contravenes the laws of that territory
   b) you or the person insured have failed properly to procure or maintain immigration, work or residence or similar visas, permits or other relevant documentation
   c) the person insured takes part in any anti-government activity or the operations of any security or armed forces.

Section G7 – Medical assistance and security services

The cover provided under Section G includes a range of assistance services supported by the Zurich Travel Assistance 24 hour helpline. Please note that these services are supplied by third parties who are contracted to Zurich.

A. Medical and other assistance

In the event that a person insured is travelling on a journey during the operative time and requires assistance they should contact the emergency helpline:

+44 (0)1489 868 888

The helpline is manned 24 hours a day 365 days a year by multi-lingual assistance co-ordinators experienced in managing medical assistance cases with hospitals and clinics worldwide.

You or a person insured must contact Zurich Travel Assistance as soon as reasonably possible if illness or bodily injury results in the need for in-patient hospital treatment.

We will not pay for any emergency repatriation expenses incurred without the prior consent of Zurich Travel Assistance or for any hospital treatment provided on an in-patient basis where the person insured has not made all reasonable attempts to obtain the prior consent of Zurich Travel Assistance or obtained the consent of Zurich Travel Assistance at the first opportunity after the treatment.

When seeking medical or travel assistance please make sure the following information is available:

a) the person insured's name
b) the telephone or facsimile number where a person insured can be contacted
c) the person insured's address abroad
d) the nature of the emergency or the assistance required
e) the name of the person insured's company, employer or organisation.
The medical assistance services are:

**Air ambulance**
The medical assistance service has the resources to provide repatriation by air ambulance or scheduled airline services depending on the circumstances. If necessary this can include a fully qualified medical escort.

**Direct billing**
The medical assistance service has the ability to arrange direct billing with a network of hospitals and clinics worldwide which guarantees the payment for treatment provided.

**Emergency medical supplies**
Assistance in locating and forwarding medicine or medical equipment that might be unavailable locally.

**Emergency travel assistance**
Where a **person insured** falls ill or sustains **bodily injury** during a **journey** and the attending **medical practitioner** recommends that 2 relatives or friends travel to and remain with the **person insured** assistance will be provided in making the travel and accommodation arrangements.

**Medical referral**
Where out-patient treatment is required referral can be made to a suitable hospital, doctor or dentist. With access to a team of highly qualified medical consultant’s advice can be provided on a range of medical conditions.

**Medical staff**
The medical assistance service has a team of medical consultants and nursing staff on hand at any time to coordinate any medical assistance cases, arranging hospital admissions and ensuring that the most appropriate treatment is provided. The medical assistance services also include a range of additional services which are summarised below:

**Emergency cash advance**
Assistance in replacing cash lost or stolen during a **journey**. The value of any cash advance will be deducted from any subsequent claim under subsection G3. Where a claim is made the value of the cash advanced will be reimbursed by you to us upon completion of the **journey**.

**Emergency message communication**
Forwarding on messages to family and **business** colleagues in an emergency.

**Legal referral**
The service enables the **person insured** to have access to an Embassy or Consulate if legal assistance is required including referral to an English speaking lawyer. Assistance can also be provided in facilitating the payment of bail subject to a satisfactory financial guarantee of reimbursement.

**Lost ticket and baggage location**
Assistance in replacing lost or stolen tickets, passport or other travel documents and assistance in locating lost or delayed luggage.

**On-line information**
A web information service is also available and accessed via: www.zurich.co.uk/travelassistance and provides valuable medical and travel information including online country guides that provide security information reflecting the situation in numerous territories. Access is gained by entering your policy number when prompted.

**Travel advice**
The **person insured** has access to a wealth of helpful and relevant information including currency and banking information, visa details, health requirements and reciprocal health agreements.

**Vehicle return**
The assistance service can organise the return of a rental or privately owned vehicle where a **person insured** falls ill or sustains **bodily injury** during a **journey**.
B. Security assistance services

We have partnered with security experts to provide you with a comprehensive range of complementary security services. In the event that a person insured is travelling on a journey during the operative time and requires security assistance they should contact the emergency helpline: +44 (0)1489 868 888

or visit www.zurich.co.uk/travelassistance

The security assistance services provided are:

Daily news
Subscription is available to email reports sent each weekday, covering political instability, civil unrest, disease outbreaks, crime patterns and terrorism news from around the world. Please subscribe/unsubscribe for these reports at: www.zurich.co.uk/travelassistance

Emergency response
Where serious difficulties or a life-threatening situation arise during a journey abroad (personnel missing, attacked or kidnapped or a rapid deterioration in the safety of the location – as insured under subsections 5 and 6) the team of security specialists appointed by Zurich Travel Assistance will be available to assist you and your personnel with advice, kidnap negotiation and coordination of their return to safety. Please contact Zurich Travel Assistance on: +44 (0)1489 868 888

Travel security website
Security information on over 180 countries worldwide via the Zurich Travel Assistance website www.zurich.co.uk/travelassistance

Travel security and safety briefings for high risk destinations
With 48 hours’ notice the security partner of Zurich Travel Assistance will provide your personnel with a security briefing tailored for their travel itinerary for high risk destinations, subject to a maximum of 2 briefings per trip or group booking. This will cover the risks, preventative measures and important contact details your personnel require to help them remain safe while abroad on a journey. For any standard destinations the Zurich Travel Assistance website www.zurich.co.uk/travelassistance is available:

Please contact Zurich Travel Assistance on: +44 (0)1489 868 888.

Special exclusions applicable to the whole of Section G

Section G does not cover any bodily injury loss or expense suffered:

1. Active service
   as a result of a person insured engaging in active service in any of the armed forces of any nation

2. Age limitation
   by a person insured who has attained the age of 65 years unless the bodily injury, loss or expense occurs during the period of insurance in which the person insured attains the age of 65 years

3. Excluded travel to dangerous or unsettled areas
   resulting from a journey to Afghanistan, Iran, Iraq, Somalia, Yemen, Israeli Occupied Territories

4. War risks
   as a result of war within the person insured’s country of permanent residence or country of secondment.

5. Travel outside the territorial limits
   as a result of a journey outside of the territorial limits stated in the schedule

Special conditions applicable to section G

1. Duplicate cover
   If a loss is covered under more than one subsection of Sections F and G we will provide cover under the subsection that provides the most cover but never under more than one subsection. In no event will we make duplicate payments for the same loss.

2. Interest
   No sum payable under Sections G will carry interest.
Section H – Legal expenses

Cover under this section is underwritten by DAS Legal Expenses Insurance Company Limited. Head and registered Office: DAS House, Quay Side, Temple Back, Bristol BS1 6NH England. Registered in England and Wales, number 103274. Website: www.das.co.uk

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Financial Services Compensation Scheme
We are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if we cannot meet our obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, www.fscs.org.uk

DAS Law Limited Head and Registered Office:
DAS Law Limited, North Quay, Temple Back, Bristol, BS1 6FL
Registered in England and Wales, number 5417859. Website: www.daslaw.co.uk

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

Important Note
Please do not ask for help from a solicitor or accountant before this has been agreed by us. Costs incurred before agreement and approval by us will not be paid.

Special definitions

Appointed representative
The preferred law firm or tax consultancy, law firm, accountant or other suitably qualified person we will appoint to act on the insured person's behalf.

Aspect enquiry
An examination by HM Revenue & Customs which considers one or more specific aspects of your self assessment and/or corporation tax return.

Costs and expenses
a) All reasonable and necessary costs chargeable by the appointed representative and agreed by us in accordance with the DAS standard terms of appointment.
b) The costs incurred by opponents in civil cases if the insured person has been ordered to pay them or the insured person pays them with our agreement.

Countries covered
a) For insured incidents Legal defence (excluding 5. Statutory notice appeals) and Personal injury:
   The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
b) For all other insured incidents:
   The territorial limits.

Cross tax enquiry
A full enquiry which includes a review of Value Added Tax and/or Employer compliance.

DAS standard terms of appointment
The terms and conditions including the amount we will pay to an appointed representative that apply to the relevant type of claim which could include a conditional fee agreement (no win, no fee).
**Date of occurrence**

a) For civil cases other than under insured incident Tax protection the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause the date of occurrence is the date of the first of these events. (This is the date the event happened which may be before the date you or an insured person first became aware of it.)

b) For criminal cases the date the insured person began or is alleged to have begun to break the law.

c) For insured incident Statutory licence appeal the date when you first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel your licence, mandatory registration or British Standard Certificate of Registration.

d) For insured incident Tax protection the date when HM Revenue & Customs or the relevant authority first notifies you of its intention to carry out an enquiry. For VAT disputes or employer compliance disputes the date the dispute arises during the period of insurance.

e) For insured incident Legal defence 5 – Statutory notice appeals the date when the insured person is issued with the relevant notice and has the right to appeal.

**Employer compliance dispute**

A dispute with HM Revenue & Customs concerning your compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.

**Full enquiry**

An extensive examination by HM Revenue & Customs which considers all aspects of your tax affairs and includes a request to examine all your books and records. Excludes an examination limited to one or more specific aspects of your self assessment and/or corporation tax return. Please refer to the definition for aspect enquiry.

**Insured person**

You and the directors, partners, managers, employees and any other individuals declared to us by you.

**Period of insurance**

The period for which we have agreed to cover the insured person.

**Preferred law firm or tax consultancy**

A law firm, barristers’ chambers or tax expert we choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the insured person’s claim and must comply with our agreed service standard levels which we audit regularly. They are appointed according to the DAS standard terms of appointment.

**Reasonable prospects**

a) For civil cases the prospects that the insured person will:

i) recover losses or damages or a reduction in tax or National Insurance liabilities

ii) obtain any other legal remedy that we have agreed to including an enforcement of judgment

iii) make a successful defence or make a successful appeal or defence of an appeal must be at least 51%.

We or a preferred law firm or tax consultancy on our behalf will assess whether there are reasonable prospects.

b) For criminal cases there is no requirement for there to be prospects of a successful outcome. However for appeals the prospects must be at least 51%.

**VAT dispute**

A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to your VAT affairs.
Cover

We agree to provide the insurance described in this section for the insured person in respect of any insured incident arising in connection with the business.

Provided that:

a) reasonable prospects exist for the duration of the claim; and
b) the date of occurrence of the insured incident is during the period of insurance; and
c) any legal proceedings will be dealt with by a court or other body which we agree to within the countries covered; and
d) the insured incident happens within the countries covered.

We will pay an appointed representative on your behalf costs and expenses incurred following an insured incident and any compensation awards that we have agreed to.

Provided that:

i) 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 is shown as the limit of indemnity stated in the schedule
ii) the most we will pay in costs and expenses is no more than the amount we would have paid to a preferred law firm or tax consultancy
iii) in respect of an appeal or the defence of an appeal you must tell us within the time limits allowed that you want to appeal. Before we pay the costs and expenses for appeals we must agree that reasonable prospects exist
iv) for an enforcement of judgment to recover money and interest due to you after a successful claim under this section we must agree that reasonable prospects exist
v) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages the most we will pay in costs and expenses is the value of the likely award
vi) in respect of insured incident Legal defence – 6. Jury service and court attendance the most we will pay is the insured person's net salary or wages for the time that the insured person is absent from work less any amount the court pays.

We will not pay:

1. any costs that fall outside the DAS standard terms of appointment if you decide not to use the services of a preferred law firm or tax consultancy
2. more than £1,000,000 in any one period of insurance in respect of all compensation awards payable by us
3. the first £500 of any contract dispute claim where the amount in dispute exceeds £5,000
4. more than £2,000 for claims in respect of aspect enquiries
5. the first £200 of costs and expenses of each and every claim in respect of aspect enquiries.

Insured incidents

A. Employment disputes and compensation awards

A1. Employment disputes

We will pay costs and expenses to defend your legal rights:

a) before the issue of legal proceedings in a court or tribunal following the dismissal of an employee
b) in unfair dismissal disputes under the ACAS Arbitration Scheme
c) in legal proceedings in respect of any dispute relating to:
   i) a contract of employment with you
   ii) an alleged breach of the employee, ex-employee or prospective employee under employment legislation.
We will not pay any claim relating to:

1. a dispute where the cause of action arises within the first 90 days of the start of this section
2. a dispute with an employee under a written or oral warning (formal or informal) within 180 days immediately before the start of this section if the date of occurrence was within the first 180 days of the start of this section
3. redundancy or alleged redundancy or unfair selection for redundancy which occurs within the first 180 days of the start of this section
4. damages for personal injury or damage to property

A2. Compensation awards
We will pay:

a) any basic and compensatory award; and/or
b) an order for compensation following a breach of your statutory duties under employment legislation

In respect of a claim we have accepted under insured incident 1.
Provided that:

i) in cases relating to performance and/or conduct you have throughout the employment dispute either:
   1) followed the ACAS Code of Disciplinary and Grievance Procedures
   2) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland
   3) sought and followed advice from our legal advice service (Telephone 0844 893 9022)
ii) for an order of compensation following your breach of statutory duty under employment legislation you have at all times sought and followed advice from our legal advice service since the date when you should have known about the employment dispute (Telephone 0844 893 9022)
iii) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, you have sought and followed advice from our Claims Department prior to serving notice of redundancy (Telephone 0844 893 9022)
iv) the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by us.

We will not pay:

1. any compensation award relating to:
   a) trade union activities, trade union membership or non-membership
   b) pregnancy or maternity rights, paternity, parental or adoption rights
   c) health and safety related dismissals brought under section 44 of the Employment Rights Act 1996
   d) statutory rights in relation to trustees of occupational pension schemes
2. any compensation award relating to non-payment of money due under a contract of employment or a statutory provision
3. any award ordered because you have failed to provide relevant records to employees under National Minimum Wage legislation
4. a compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.
### A3. Employee civil legal defence

We will pay costs and expenses to defend the insured person’s (other than your) legal rights if an event arising from their work as an employee leads to civil action being taken against them:

a) under legislation for unlawful discrimination
b) as trustee of a pension fund set up for the benefit of your employees.

Please note that we will only provide cover for an insured person (other than you) at your request.

### A4. Service occupancy

We will pay costs and expenses to pursue a dispute with an employee or ex-employee to recover possession of premises owned by or for which you are responsible.

We will not pay any claim relating to defending your legal rights other than defending a counter-claim.

### B. Legal defence

At your request we will pay costs and expenses to defend the insured person’s legal rights in the following circumstances:

#### B1. Criminal pre-proceedings cover

prior to the issue of legal proceedings when dealing with the Police, Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that the insured person has or may have committed a criminal offence

#### B2. Criminal prosecution defence

following an event which leads to the insured person being prosecuted in a court of criminal jurisdiction provided that the criminal investigations or prosecutions arise in direct connection with the business

#### B3. Data protection and Information Commissioner registration

a) if civil action is taken against the insured person for compensation under section 13 of the Data Protection Act 1998. We will also pay any compensation award made against the insured person under section 13 of the Data Protection Act 1998
b) in an appeal against the refusal of the Information Commissioner to register your application for registration provided that at the time of the insured incident you have registered with the Information Commissioner

#### B4. Wrongful arrest

if civil action is taken against you for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the period of insurance.

#### B5. Statutory notice appeals

in an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting the business but excluding:

a) an appeal against the imposition or terms of any Statutory Notice issued in connection with your licence, mandatory registration or British Standard Certificate of Registration
b) a Statutory Notice issued by an insured person’s regulatory or governing body.

#### B6. Jury service and court attendance

We will pay expenses in respect of an insured person’s absence from work:

a) to perform jury service
b) to attend any court or tribunal at the request of the appointed representative.

The maximum we will pay is the insured person’s net salary or wages for the time that they are absent from work less any amount you, the court or tribunal have paid them.
We will not pay any claim related to prosecution due to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle. Provided that for claims under Legal Defence relating to the Health and Safety at Work etc Act 1974 the **countries covered** will be any place where the Act applies.

### C. Statutory licence appeal

**We** will represent **you** in an appeal to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, alter the terms of refuse to renew or cancel **your** licence, mandatory registration or British Standard Certificate of Registration.

**We** will not cover any claim relating to:

a) assistance with the application process either in relation to an original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration

b) the ownership, driving or use of a motor vehicle.

### D. Contract disputes

This insured incident is an optional cover and only operative if stated in the schedule as insured.

**We** will negotiate for **your** legal rights in a contractual dispute arising from an agreement or an alleged agreement which has been entered into by **you** or on **your** behalf for the purchase, hire, sale or provision of goods or of services.

Provided that:

a) the amount in dispute exceeds £500 including VAT. If the amount in dispute exceeds £5,000 including VAT **you** will be responsible for the first £500 of **costs and expenses** in each and every claim

b) if the amount in dispute is payable in instalments the instalments due and payable at the time of making the claim exceed £500 including VAT

c) if the dispute relates to money owed to **you** a claim under this section is made within 90 days of the money becoming due and payable.

**We** will not cover any claim relating to:

1. a dispute arising from an agreement entered into prior to the start of this section if the **date of occurrence** is within the first 90 days of the cover provided by this section

2. a) the settlement payable under an insurance policy (**we** will cover a dispute if **your** insurer refuses **your** claim but not for a dispute over the amount of the claim)

b) the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However **we** will cover a dispute with a professional adviser in connection with these matters

c) a loan, mortgage, pension, guarantee or any other financial product and choses in action

d) a motor vehicle owned by or hired or leased to **you** other than agreements relating to the sale of motor vehicles where **you** are engaged in the business of selling motor vehicles

3. a dispute with an **employee** or ex-**employee** which arises out of or relates to a contract of employment with **you**

4. a dispute which arises out of:

   a) the sale or provision of computer hardware, software, systems or services

   b) the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **your** own specification

5. a dispute arising from a breach or alleged breach of professional duty by an **insured person**

6. the recovery of money and interest due from another party other than disputes where the other party indicates that a defence exists.
### E. Debt recovery

This insured incident is an optional cover and only operative if stated in the schedule as insured.

We will negotiate for your legal rights in a dispute relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgments.

Provided that:

- a) the debt exceeds £500 including VAT
- b) a claim is made within 90 days of the money becoming due and payable
- c) we have the right to select the method of enforcement or to forego enforcing judgment if we are not satisfied that there are or will be sufficient assets available to satisfy judgment.

We will not cover any claim relating to:

1. any debt arising from an agreement entered into prior to the start of this section if the debt is due within the first 90 days of the cover provided by this section
2. a) the settlement payable under an insurance policy
   b) the sale, purchase, terms of a lease, licence or tenancy of land or buildings
   c) a loan, mortgage, pension, guarantee or any other financial product and choses in action
   d) a motor vehicle owned by or hired or leased to you other than agreements relating to the sale of motor vehicles where you are engaged in the business of selling motor vehicles
3. a dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services
4. the recovery of money and interest due from another party where the other party indicates that a defence exists
5. any dispute which arises from debts you have purchased from a third party.

### F. Property protection

We will negotiate for your legal rights in a civil dispute relating to material property which is owned by you or is your responsibility following:

- a) any event which causes damage to such material property
- b) a legal nuisance (meaning any unlawful interference with your use or enjoyment of your land, or some right over or in connection with it)
- c) a trespass

provided that you have established the legal ownership or right to the land that is the subject of the dispute.

We will not cover any claim relating to:

1. a contract you have entered into
2. goods in transit or goods lent or hired out
3. goods at premises other than those occupied by you unless the goods are at the premises for the purpose of installations or use in work to be carried out by you
4. mining subsidence
5. defending your legal rights but we will cover defending a counter-claim
6. a motor vehicle owned or used by or hired or leased to an insured person other than damage to motor vehicles where you are in the business of selling motor vehicles
7. the enforcement of a covenant by or against you.
G. Personal injury

At your request we will pay costs and expenses for an insured person’s and their family members’ legal rights following a specific or sudden accident that causes the death of or bodily injury to them.

We will not cover any claim relating to:
1. any illness or bodily injury that happens gradually
2. psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury
3. defending an insured person’s or their family members’ legal rights other than in defending a counter-claim
4. clinical negligence.

H. Tax protection

1. A full enquiry or aspect enquiry.
2. A cross tax enquiry.
3. An employer compliance dispute.
4. A VAT dispute.

Provided that you have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed.

Please note we will only cover tax claims which arise in direct connection with the activities of the business.

We will not cover any insured incident:
1. arising from tax avoidance schemes
2. caused by your failure to register for Value Added Tax or Pay As You Earn
3. arising from investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office
4. arising from import or excise duties and import VAT
5. arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

Special exclusions

We will not pay for:

1. A dispute with DAS
   a dispute with us not otherwise dealt with under special condition 1

2. Bankruptcy
   any claim where either at the start of or during the course of a claim you:
   a) are declared bankrupt
   b) have filed a bankruptcy petition
   c) have filed a winding-up petition
   d) have made an arrangement with your creditors
   e) have entered into a deed of arrangement
   f) are in liquidation
   g) part or all of your affairs or property are in the care or control of a receiver or administrator

3. Calendar date devices
   any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date

4. Costs we have not agreed
   costs and expenses incurred before our written acceptance of a claim
5. Court awards and fines
fines, penalties, compensation or damages which the insured person is ordered to pay by a court or other authority other than compensation awards covered under insured incidents Employment disputes and compensation awards and Legal defence

6. Defamation
any claim relating to written or verbal remarks that damage the insured person's reputation

7. Deliberate acts
any insured incident deliberately or intentionally caused by an insured person

8. Franchise or agency agreements
any claim relating to rights under a franchise or agency agreement entered into by you

9. Group or class actions
any claim where legal action resulting from one or more event arising at the same time or from the same originating cause which could lead to the court making a Group Litigation Order

10. Intellectual property rights
any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements

11. Judicial review
costs and expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry

12. Late reported claims
any claim reported to us more than 180 days after the date the insured person should have known about the insured incident

13. Legal action we have not agreed
legal action an insured person takes which we or the appointed representative have not agreed to or where the insured person does anything that hinders us or the appointed representative

14. Litigant in person
any claim where an insured person is not represented by a law firm, barrister or tax expert

15. Nuclear, war and terrorism risks
any claim caused by, contributed to by or arising from:
   a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
   b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
   c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup or any other act of terrorism or alleged act of terrorism as defined by the Terrorism Act 2000
   d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds

16. Shareholding or partnership disputes
any claim relating to a shareholding or partnership share in the business.

Special conditions

1. Arbitration
If there is a disagreement between you and us about the handling of a claim and it is not resolved through our internal complaints procedure and you are a small business you can contact the Financial Ombudsman Service for help. Details available from www.financial-ombudsman.org.uk. Alternatively there is a separate arbitration process (this applies to all sizes of business). The arbitrator will be a barrister chosen jointly by you and us. If there is a disagreement over the choice of arbitrator we will ask the Chartered Institute of Arbitrators to decide.
2. Assessing and recovering costs
   a) An insured person must instruct the appointed representative to have costs and expenses taxed, assessed or audited if we ask for this.
   b) An insured person must take every step to recover costs and expenses and court attendance and jury service expenses that we have to pay and must pay us any amounts that are recovered.

3. Cancelling an appointed representative’s appointment
   If the appointed representative refuses to continue acting for an insured person with good reason or if an insured person dismisses the appointed representative without good reason the cover we provide will end at once unless we agree to appoint another appointed representative.

4. Cancelling this section
   We can cancel this section at any time as long as we tell you at least 14 days beforehand.
   You can cancel this section at any time as long as we are told at least 14 days beforehand.

5. Claims under this section by a third party
   Apart from us only you may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third-party rights or interest.

6. Expert opinion
   We may require you to obtain at your own expense an opinion from an expert that we consider appropriate on the merits of the claim or proceedings or on a legal principle. The expert must be approved in advance by us and the cost agreed in writing between you and us. Subject to this we will pay the cost of obtaining the opinion if the expert’s opinion indicates that it is more likely than not that you will:
   a) recover damages
   b) obtain any other legal remedy that we have agreed to
   c) make a successful defence.

7. Fraudulent claims
   We will at our discretion void this section (make it invalid) from its start date or from the date of claim or alleged claim or we will not pay the claim if:
   a) a claim the insured person has made to obtain benefit under this section is fraudulent or intentionally exaggerated
   b) a false declaration or statement is made in support of a claim.

8. Keeping to the policy terms
   An insured person must:
   a) keep to the terms and conditions of this section
   b) take reasonable steps to avoid and prevent claims
   c) take reasonable steps to avoid incurring unnecessary costs
   d) send everything we ask for in writing, and
   e) report to us full and factual details of any claim as soon as possible and give us any information we need.

9. Law that applies
   This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the business is registered. Otherwise the law of England and Wales applies.
   All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.
10. Offers to settle a claim
   a) An insured person must tell us if anyone offers to settle a claim and must not negotiate or agree to any settlement without our written consent.
   b) If an insured person does not accept a reasonable offer to settle a claim we may refuse to pay further costs and expenses.
   c) We may decide to pay an insured person the reasonable value of the claim that the insured person is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an insured person must allow us to take over and pursue or settle a claim in their name. An insured person must allow us to pursue at our own expense and for their benefit any claim for compensation against any other person and an insured person must give us all the information and help we need to do so.
   d) Where a settlement is made on a without-costs basis we will decide what proportion of that settlement will be regarded as costs and expenses and payable to us.

11. Other insurances
   If any claim covered under this section is also covered by another policy or would have been covered if this section did not exist we will only pay our share of the claim even if the other insurer refuses the claim.

12. Your representation
   a) On receiving a claim if representation is necessary we will appoint a preferred law firm or tax consultancy or in-house lawyer as your appointed representative to deal with your claim. They will try to settle your claim by negotiation without having to go to court.
   b) If the appointed preferred law firm or tax consultancy or our in-house lawyer cannot negotiate settlement of your claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest then you may choose a law firm or tax expert to act as the appointed representative. We will choose the appointed representative to represent you in any proceedings where we are liable to pay a compensation award.
   c) If you choose a law firm as your appointed representative that is not a preferred law firm or tax consultancy we will give your choice of law firm the opportunity to act on the same terms as a preferred law firm or tax consultancy. However if they refuse to act on this basis the most we will pay is the amount we would have paid if they had agreed to the DAS standard terms of appointment.
   d) The appointed representative must co-operate with us at all times and must keep us up to date with the progress of the claim.

13. Your responsibilities
   An insured person must:
   a) co-operate fully with us and the appointed representative
   b) give the appointed representative any instructions that we ask you to.

14. Withdrawing cover
   If an insured person settles a claim or withdraws their claim without our agreement or does not give suitable instructions to the appointed representative we can withdraw cover and will be entitled to reclaim any costs and expenses we have paid.

Data protection
To comply with data protection regulations we are committed to processing the insured person's personal information fairly and transparently. This section is designed to provide a brief understanding of how we collect and use this information.

We may collect personal details, including the insured person's name, address and, on occasion their medical records. This is for the purpose of managing the insured person's products and services, and this may include underwriting, claims handling and providing legal advice.

Who we are
DAS is part of DAS UK Holdings Limited (DAS UK Group). The uses of the insured person's personal data by us and members of the DAS UK Group are covered by our individual company registrations with the Information Commissioner's Office.
How we will use your information

We may need to send the insured person’s information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact the insured person to ask for their feedback or members of the DAS UK Group. If the insured person’s policy includes legal advice we may have to send the information outside of the European Economic Area in order to give legal advice on non-European Union law.

We will not disclose the insured person’s personal data to any other person or organisation unless we are required to by our legal and regulatory obligations. For example, we may use and share the insured person’s data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via our website.

How to make a complaint

We always aim to give you a high quality service. If you think we have let you down, you can contact us by:

- phoning 0344 893 9013
- emailing customerrelations@das.co.uk
- writing to the Customer Relations Department I DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH
- completing our online complaint form at www.das.co.uk/about-das/complaints

Further details of our internal complaint-handling procedures are available on request.

If you are not happy with the complaint outcome or if we’ve been unable to respond to your complaint within 8 weeks, you can ask the Financial Ombudsman Service for a free and independent review of your complaint.

You can contact them by:

- phoning 0800 023 4567 (free from mobile phones and landlines) or 0300 123 9123
- emailing complaint.info@financial-ombudsman.org.uk
- writing to The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Further information is available on their website: www.financial-ombudsman.org.uk. Using this service does not affect your right to take legal action.

The Financial Ombudsman’s role is to assess our handling of a claim in light of the policy terms. It is not to assess the quality of legal advice. If you are unhappy with the service provided by an appointed representative the relevant complaint-handling procedure is available on request.

Helping you with your legal problems

If you wish to speak to our legal teams about a legal problem, please phone us on 0344 893 9022. We will ask you about your legal issue and if necessary call back to give legal advice.

Making a claim

If your issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, phone us on 0344 893 9022 and we will give you a reference number. At this point we will not be able to tell you whether the claim is covered or not but we will pass the information you have given us to our claims-handling teams and explain what to do next.

Please do not ask for help from a lawyer, accountant or anyone else before we have agreed that you should do so. If you do, we will not pay the costs involved even if we do accept the claim.
Section I – Terrorism

This section is only operative if stated in the schedule.

**Special definitions**

**Computer system**
A computer or other equipment or component or system or item which processes, stores, transmits or receives data.

**Data**
Data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

**Denial of service attack**
Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or computer systems.

*Denial of service attacks* include but are not limited to the generation of excess traffic into the network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other computer systems.

**Hacking**
Unauthorised access to any computer system whether your property or not.

**Phishing**
Any access or attempted access to data made by means of misrepresentation or deception.

**Terrorism**
Any act or acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty’s Government in the United Kingdom or any other government de jure or de facto.

**Virus or similar mechanism**
Program code, programming instruction or any set of instructions intentionally constructed with the ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer systems, data or operations, whether involving self-replication or not.

*Virus or similar mechanism* includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.
Section I1 – Certified terrorism

In the event that:

a) Her Majesty’s Government or Her Majesty’s Treasury or any successor relevant authority issue a certificate certifying an event or occurrence to have been terrorism; or

b) Her Majesty’s Government or Her Majesty’s Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence to have been terrorism and that refusal is reversed by the decision of a validly constituted tribunal

we will:

i) pay you the amount of the loss in respect of damage to property insured under Sections D and E caused by or arising from terrorism; and

ii) settle your claim in accordance with the Claims conditions.

Provided that:

1) the damage occurs in England, Wales or Scotland but not the territorial seas adjacent to them as defined by the Territorial Sea Act 1987 and not Northern Ireland, the Channel Islands or the Isle of Man

2) in any action, suit or other proceedings where we allege that any damage is not covered under Section I1 the burden of proving that the damage is covered will fall upon you.

Excluding:

A) any losses whatsoever:

a) occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

b) directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:

i) damage to or the destruction of any computer system; or

ii) any alteration, modification, distortion, erasure or corruption of data

in each case whether your property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from virus or similar mechanism, hacking, phishing or denial of service attack

Proviso to exclusion A) b)

save that covered loss otherwise falling within this exclusion A) b) will not be treated as excluded by exclusion A) b) solely to the extent that such covered loss:

i) results directly from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any computer system; and

ii) comprises the cost of reinstatement, replacement or repair in respect of damage to or destruction of property insured

and

iii) is not caused by or arising from terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

iv) for the purposes of this Proviso

1) The meaning of ‘property’ shall exclude:

A) any money (including money), currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever; and

B) any data.
2) ‘Covered loss’ means all losses arising as a result of damage to or the destruction of property insured caused by or arising from terrorism.

v) Notwithstanding the exclusion of data from property within the meaning of sub-paragraph ii) above indirectly results from any alteration, modification, distortion, erasure or corruption of data, that shall not prevent cost directly resulting from damage to or destruction of such property falling within sub-paragraphs i) and ii) from being recoverable under this section.

In no other circumstances than the previous sentence, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of data be recoverable under this section

B) any type of property which has been specifically excluded under Sections D or E of this policy

C) any nuclear installation or nuclear reactor and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve the nuclear installation or nuclear reactor.

Save for the exclusions listed above no other exclusions applicable to Sections D or E will apply to the insurance under Section I1. All the other terms, definitions, provisions and conditions of said sections including but not limited to any excess or deductible to be borne by you will apply to the insurance under Section I1 except for:

1) any Long Term Agreement applying to this policy
2) any terms which provide for adjustments of premium based upon declarations on expiry or during the period of insurance
3) any extension of premises to locations outside England and Wales and Scotland.

Section I2 – Uncertified terrorism

In the event that:

a) Her Majesty’s Government or Her Majesty’s Treasury or any successor relevant authority refuse to issue certificate certifying an event or occurrence to have been terrorism; and

b) the refusal is upheld by the decision of a validly constituted tribunal

general exclusion 5 of this policy will not apply to Sections D or E in respect of the event or occurrence.

We will settle your claim in accordance with the Claims conditions.

Provided that:

i) the event or occurrence and the damage to property insured that result from it occurs in England, Wales or Scotland but not the territorial seas adjacent to them as defined by the Territorial Sea Act 1987 and not Northern Ireland, the Channel Islands or the Isle of Man

ii) other than to the extent they are altered by proviso i) of Section I2 all the terms, definitions, exclusions (except general exclusion 5), provisions and conditions applicable to Sections D and E will apply to Section I2.
General exclusions

The following exclusions do not apply to Sections B – Professional Indemnity, C – Employers’ liability, F – Personal accident, G – Business travel and H – Legal expenses. Otherwise they apply to the remainder of this policy except as stated below. Other special exclusions that may be applicable to a section of cover will be set out in the section of cover.

This policy does not cover:

1. Date related performance and functionality
   loss or damage, consequential loss, additional expenditure or extra expenses, legal liability, fees, costs, disbursements, awards or other expenses of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:
   a) the way in which any data processing system responds to or deals with or fails to respond to or fails to deal with any true calendar date
   b) any data processing system responding to or dealing in any way with:
      i) any data denoting a calendar date or dates as if the data did not denote a calendar date or dates
      ii) any data not denoting a calendar date or dates as if the data denoted a calendar date or dates
   whether the data processing system is your property or not but in respect of all insurances other than Public and Products liability or Contractors’ Joint Indemnity this will not exclude subsequent damage insured under this policy which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons provided there is evidence of physical force or violence, theft or attempted theft, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any vehicle or by goods falling from them or by any animal if covered by this policy.

2. Electronic risks
   Not applicable to Sections A – Public and products liability
   a) damage caused by virus or similar mechanism or hacking or denial of service attack to any computer or other equipment, component, system or item which processes, stores, transmits, retrieves or receives data or any part thereof whether tangible or intangible including but without limitation any information, programs or software and whether the property is insured or not but this will not exclude subsequent damage insured under this policy which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons provided there is evidence of physical force or violence, theft or attempted theft, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any vehicle or by goods falling from them or by any animal if covered by this policy.

3. Northern Ireland civil commotion
   Not applicable to Section A – Public and products liability
   damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion
4. **Nuclear and war risks, government or public authority order and sonic bangs**

death, injury, disablement or loss or damage to any property or any loss or expense resulting or arising from or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, nuclear reactor or other nuclear assembly or nuclear component thereof

c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes

e) i) war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power

ii) nationalisation, confiscation, requisition, seizure or destruction by any government or public authority

f) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

5. **Terrorism**

Not applicable to Sections, A – Public and products liability

loss, damage, consequential loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with terrorism.

In any action or suit or other proceedings where we allege that by reason of this exclusion cover is not provided under this policy the burden of proving that cover is provided under this policy will be upon you.
General conditions

The following conditions apply to the whole policy except Section H – Legal expenses and any other section where stated. Other special conditions that may be applicable to a section of cover will be set out in the section of cover.

1. Alteration – not applicable to Section B – Professional indemnity
   You must notify us as soon as possible during the period of insurance if there is any change in circumstances or to the material facts previously disclosed by you to us or stated as material facts by us to you which increases the risk of accident, injury, loss, damage or liability.

   Upon notification of any such change we will be entitled to vary the premium and terms for the rest of the period of insurance. If the changes make the risk unacceptable to us then we are under no obligation to agree to make them and may no longer be able to provide you with cover.

   If you do not notify us of any such change we may exercise one or more of the options described in clauses c) i), ii) and iii) of general condition 7 – Fair presentation of the risk but only with effect from the date of the change in circumstances or material facts.

2. Arbitration
   If we admit liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by you and us in accordance with the law at the time. You may not take any legal action against us over the dispute prior to the arbitrator having reached a decision.

3. Cancellation
   If you decide you do not want to accept this policy or any subsequent renewal of it please tell us (or your broker or insurance intermediary) within 14 days of receiving this policy or renewal notice. We will charge you on a pro rata basis for the time we have been on cover subject to a minimum premium of £50 plus insurance premium tax (IPT).

   If this policy is cancelled at any other time we will charge you on a pro rata basis for the time we have been on cover subject to a minimum premium of £50 plus insurance premium tax (IPT).

   We will not refund any premium if we have paid a claim or one is outstanding when the policy is cancelled. Where a claim is submitted after this policy has been cancelled we will deduct the amount of any premium returned to you following the cancellation from any claim payment we may make to you. If you are paying by instalments and you have made a claim you must still pay us the balance of the full annual premium. If you do not do this we may take the balance of any outstanding premium from any claim payment we are making to you subject to the Consumer Credit Act 1974 if it applies.

4. Cancellation notice
   We have the right to cancel this policy or any section or part of it by giving 14 days notice in writing to your last known address.

   You will be entitled to a pro rata return of premium from the date of cancellation.

   We will not refund any premium if we have paid a claim or one is outstanding when the policy is cancelled. Where a claim is submitted after this policy has been cancelled we will deduct the amount of any premium returned to you following the cancellation from any claim payment we may make to you. If you are paying by instalments and you have made a claim you must still pay us the balance of the full annual premium. If you do not do this we may take the balance of any outstanding premium from any claim payment we are making to you.

5. Compulsory insurance
   You must repay us any amounts which we are required by compulsory insurance legislation to pay out under this policy to the extent that we would not otherwise have been liable to make such payments on account of a breach of any of the terms or conditions of this policy.

6. Contractual right of renewal (tacit)
   If you pay the premium to us using our Direct Debit instalment scheme we will have the right which we may choose not to exercise to renew this policy each year and continue to collect premiums using this method. We may vary the terms of this policy including the premium at renewal. If you decide that you do not want us to renew this policy provided you tell us or your broker or insurance intermediary prior to the next renewal date we will not renew it.
7. Fair presentation of the risk
   a) At inception and renewal of this policy and also whenever changes are made to it at your request you must:
      i) disclose to us all material facts in a clear and accessible manner; and
      ii) not misrepresent any material facts.
   b) If you do not comply with clause a) of this condition we may:
      i) avoid this policy which means that we will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by you is proven by us to be deliberate or reckless in which case we will not return the premium paid by you; and
      ii) recover from you any amount we have already paid for any claims including costs or expenses we have incurred.
   c) If you do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what we would have done if we had known about the facts which you failed to disclose or misrepresented:
      i) if we would not have provided you with any cover we will have the option to:
         1) avoid the policy which means that we will treat it as if it had never existed and repay the premium paid; and
         2) recover from you any amount we have already paid for any claims including costs or expenses we have incurred.
      ii) if we would have applied different terms to the cover we will have the option to treat this policy as if those different terms apply. We may recover any payments made by us on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
      iii) if we would have charged you a higher premium for providing the cover we will charge you the additional premium which you must pay in full.
   d) Where this policy provides cover for any person other than you and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession we will not invoke the remedies which might otherwise have been available to us under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than you.

Provided always that if the person concerned or you acting on their behalf makes a careless misrepresentation of fact we may invoke the remedies available to us under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

8. Fraudulent claims
   If you or anyone acting on your behalf:
   a) makes a fraudulent or exaggerated claim under this policy; or
   b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
   c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
   d) submits a claim under this policy for loss or damage which you or anyone acting on your behalf or in connivance with you deliberately caused; or
   e) realises after submitting what you reasonably believed was a genuine claim under this policy and then fails to tell us that you have not suffered any loss or damage; or
   f) suppresses information which you know would otherwise enable us to refuse to pay a claim under this policy we will be entitled to refuse to pay the whole of the claim and recover any sums that we have already paid in respect of the claim.

We may also notify you that we will be treating this policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If we terminate this policy under this condition you will have no cover under this policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an insured person and not on behalf of you this condition should be read as if it applies only to that insured person’s claim and references to this policy should be read as if they were references to the cover effected for that person alone and not to the policy as a whole.
If a dispute under a construction contract defined in the Housing Grants, Construction and Regeneration Act 1995 is being referred to adjudication under the procedures of the Act and may involve us in a payment under this policy, then you must:
  a) tell us immediately you become aware of the referral
  b) forward to us immediately upon receipt all relevant documents in connection with the dispute.

We will only be responsible for damages and costs that become payable by you.

You must not waive under contract or otherwise any rights of appeal against the decision given by the adjudicator. If you do not comply with this we will not pay the damages or costs for which you are held responsible to pay.

If we successfully appeal against a decision and we:
  a) are allowed a full or partial recovery, and
  b) have not received the amount involved from any source after a period of six months from the date of the decision.

We reserve the right to recover the amount from you.

10. Legal representatives
If you die we will insure your legal personal representatives for any liability you had previously incurred under this policy provided that they keep to the terms of this policy.

11. Payment by instalments
Where we refer in this policy to the payment of premiums this will include payment by monthly instalments. If you pay by this method this policy remains an annual contract. The date of payment and the amount of the instalment are governed by the terms of the credit agreement. If an instalment is not received by the due date then subject to the Consumer Credit Act 1974 if it applies the credit agreement and this policy will be cancelled immediately.

12. Reasonable care
You will take any reasonable steps to protect the property, prevent accidents and comply with laws, bye-laws or regulations and take reasonable care in the selection and supervision of employees.

13. Sanctions
Notwithstanding any other terms of this policy we will be deemed not to provide cover nor will we make any payment or provide any service or benefit to you or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of yours would violate any applicable trade or economic sanctions law or regulation.
Claims conditions

The following conditions apply to the whole policy except Section B – Professional indemnity and Section H – Legal expenses.

1. Claim notification excluding Section F – Personal accident and Section G – Business travel

Upon learning of any circumstances likely to give rise to a claim you must:

a) tell us as soon as reasonably possible and give us any assistance we may reasonably require
b) as soon as is reasonably possible tell the police if the damage is by theft or attempted theft or by riot or civil labour or political disturbances or vandals or malicious people
c) immediately send to us any writ or summons issued against you
d) supply at your own expense full details of the claim in writing including any supporting evidence and information that we require within the following periods:
   i) 7 days for damage by riot or civil, labour or political disturbances or vandals or malicious people
   ii) 30 days after the expiry of the indemnity period under Section J
   iii) 30 days after any other damage, interruption or bodily injury
e) take action to minimise the damage and to avoid interruption or interference with the business and to prevent further injury or damage.

2. Section F – Personal accident and Section G – Business Travel – Claims notification

a) i) give notice to us as soon as reasonably possible by contacting us via one of the following options:
   Phone: +44 (0)800 0260 184
   Email: a&hclaims@uk.zurich.com
   Post: Zurich Accident and Health Claims, 3000 Parkway, Whiteley, Fareham, United Kingdom PO15 7JZ
i) make no admission of liability without our prior written consent
ii) provide us or our appointed representatives with:
    1) any necessary assistance in a timely manner
    2) any information reasonably required
    3) any documentation and records necessary to establish and assess indemnity under this policy
    iv) prove the loss to our reasonable satisfaction
    v) forward immediately to us or our representatives any letter, writ or other document received in respect of any claim made under this policy
    vi) assist and concur with any reasonable arrangements for our medical advisers to examine a person insured in respect of which a claim has arisen; and
b) as often as may be reasonably required provide a statutory declaration sworn before a solicitor, justice of the peace or notary public named by us on any matters connected with a claim at a reasonable time and place as we may designate.

No act by us or our representatives in respect of any investigation will be deemed a waiver of any defence which we might otherwise have. Any acts will be deemed to have been made without prejudice to our liability.

3. Claim settlement

We will have the right to settle a claim by:

a) the payment of money
b) reinstatement or replacement of the property lost or damaged
c) repair of the property lost or damaged.

If we decide upon reinstatement, replacement or repair we will do so in a reasonable manner but not necessarily to its exact previous condition or appearance. We will not spend on any one item more than its sum insured.

4. Negotiation or settlement

You must not admit, deny, negotiate or settle any claim without our written consent.

5. Other insurance

If at the time of the claim there is any other policy covering the same property or occurrences insured under this policy we will be liable only for our proportionate share. If any other policy has a provision preventing it from contributing in like manner then our share of the claim will be limited to the proportion that the sum insured bears to the value of the property insured.
6. **Right of entry**  
We have the right to enter the buildings where the **damage** has happened and to take and keep any of the property insured and to deal with salvage in a reasonable manner.

7. **Salvage**  
We have the right to the salvage of any insured property.

8. **Section D – Specified and unspecified items**  
**‘all risks’ reinstatement**  
In respect of each item on Section D – Specified and unspecified items ‘all risks’ we will pay the cost of **reinstatement** of the **damaged** part of the property insured.

Provided that:

i) the cost of **reinstatement** is actually incurred; and

ii) the work of **reinstatement** is done without unreasonable delay; and

iii) if the property insured is also insured under any other policy the same basis of settlement applies under both policies.

Where provisos i), ii) or iii) are not complied with we will pay **you** the lesser of:

1) the amount of reduction in value of the property insured caused by its **damage** after deducting for wear and tear occurring before the **damage**

2) the cost for which repairs could have been completed.

The amount **we** pay will be adjusted for:

i) **underinsurance** where applicable; and

ii) the **excess**.

9. **Subrogation rights**  
We are entitled to:

a) take the benefit of **your** rights against another person prior to or after we have paid a claim

b) take over the defence or settlement of a claim against **you** by another person.

c) take steps as **we** deem necessary to prevent, mitigate or minimise a loss under sections F and G

d) take over and conduct the defence or settlement of claims made against a **person insured** that is covered under this policy under sections F and G

e) pursue any rights or remedies available to **you** whether or not payment has been made under sections F and G.
Our complaints procedure

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

**Who to contact in the first instance**
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.

**Many complaints can be resolved within a few days of receipt**
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.

**Next steps if you are still unhappy**
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.

**The 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. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.