

# Trades and Professions Policy



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# Data protection statement

## 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](mailto: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, email, 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 for the establishment, exercise or defence of legal claims; (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:

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

We will use your health information and information about any convictions for the purposes of providing insurance, and this includes arranging, underwriting, advising on or administering an insurance contract between you and us.

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 share personal information 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
- brokers, introducers and professional advisers
- survey and research organisations
- credit reference agencies
- healthcare professionals, social and welfare organisations
- other insurance companies
- comparison websites and similar companies that offer ways to research and apply for financial services products
- fraud prevention and detection agencies.

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
- other insurance companies.

We may also share the following data with the types of organisations outlined above, for the purpose of statistical analysis, research and improving services:

- anonymised data – data encrypted to make it anonymous, which protects an individual's privacy by removing personally identifiable information
- pseudonymised data – personally identifiable information replaced with a pseudonym to make the data less identifiable, such as replacing a name with a unique number
- aggregated data – similar groups of data, such as age, profession or income which are expressed as a summary for statistical analysis.

### **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](mailto:GBZ.General.Data.Protection@uk.zurich.com).

### **How long we keep your personal information for**

We will keep and process your personal information for as long as necessary to meet the purposes for which it was originally collected.

There are a number of factors influencing how long we will keep your personal information, and these are shown below:

- to comply with applicable laws and regulations or set out in codes issued by regulatory authorities or professional bodies
- our business processes, associated with the type of product or service that we have provided to you
- the type of data that we hold about you
- if your data relates to any ongoing, pending, threatened, imminent or likely dispute, litigation or investigation
- to enable us to respond to any questions, complaints, claims or potential claims
- if you or a regulatory authority require us to keep your data for a legitimate purpose.

### **Your data protection rights**

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 and/or you have consented to this.

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.

You can exercise your rights 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](mailto:GBZ.General.Data.Protection@uk.zurich.com).

### **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.

# Important notes

## **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.

# 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](http://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](mailto: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](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.



# Claims contact details and additional benefits

## Making a Claim

Not applicable to Sections D – Personal accident, E – Business travel and G – 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:



To make a claim online visit: [www.zurich.co.uk/business/claims](http://www.zurich.co.uk/business/claims)



Call **us** on: **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.

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](http://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](http://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**

To help **you** proactively identify and manage issues before they occur, **our** risk management advice line 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 third parties 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 Legal Expenses Insurance Company Limited. The legal advice service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS Legal Expenses Insurance Company Limited.

### DAS Helplines, Employment Manual and DASbusinesslaw

**You** can contact **our** UK-based call centre 24 hours a day, seven days a week during the **period of insurance**. However, **we** may need to arrange to call **you** back depending on the enquiry. To help **us** check and improve **our** service standards, **we** may record all calls. When phoning, please quote **your** policy number and the name of the insurance provider who sold the policy.

### Meaning of words

The following words have these meanings wherever they appear in this section in **bold**:

#### Appointed representative

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

#### Business

The business declared to **us** and covered by the commercial policy to which this section attaches.

#### 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. Where a law firm is acting on **your** behalf the amount **we** will pay is currently £100 per hour. This amount may vary from time to time.

#### Insured person

- a) **You** and the directors, partners, managers, employees and any other individuals declared to **us** by **you**.
- b) A person contracted to work for **you** who works for **you** on the same basis as **your** employees, and performs that work under **your** supervision and direction.

### Period of insurance

The period for which **we** have agreed to cover the insured person and for which **we** have accepted the premium.

### Preferred law firm

A law firm, barrister 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**.

### We, us, our, DAS

- a) In respect of the legal advice helpline: DAS Law Limited and/or a **preferred law firm** on behalf of DAS Legal Expenses Insurance Company Limited.
- b) In respect of the other services: DAS Legal Expenses Insurance Company Limited.

### You, your

The **business** that has taken out the commercial policy to which this section attaches.

### Legal advice – Call 0344 893 0859

Advice can be provided on any commercial legal problem affecting **your business** under the laws of the United Kingdom of Great Britain and Northern Ireland, 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 adviser. However, if this is not possible they will arrange to call **you** back at a time to suit **you**.

Advice on the laws of England and Wales can be provided 24 hours a day, 365 days a year. Beyond this jurisdiction, or for very specialist legal matters, **we** will refer **you** to one of **our** specialist advisers.

Specialist advice is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are received outside of these times, **we** will arrange to call **you** back.

### Tax advice – Call 0344 893 0859

Advice can be provided on any tax matters affecting the **business**, under UK law.

This service is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will arrange to call you back.

### Counselling service – Call 0344 893 9012

**We** will provide the **insured person** (and 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 (or aged between 16 and 18 and in full-time employment). This includes, 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 **us** or Zurich Insurance plc.

The counselling service helpline is open 24 hours a day, seven days a week.

### Employment Manual – Visit [www.dasinsurance.co.uk/employment-manual](http://www.dasinsurance.co.uk/employment-manual)

The DAS Employment Manual offers comprehensive, up to date guidance on employment law. To view it, please visit [www.dasinsurance.co.uk/employment-manual](http://www.dasinsurance.co.uk/employment-manual)

If **you'd** like notifications of when updates are made to the Employment Manual, please email **us** at [employmentmanual@das.co.uk](mailto:employmentmanual@das.co.uk)

## **DASbusinesslaw – Visit [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk)**

Visit [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) to access the free online law guide and download legal documents to help **your business**.

Developed by solicitors and tailored by **you** using **our** smart document builders **you** can create ready-to-sign contracts, agreements and letters in minutes. **You** can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts.

Register using the voucher code **DAS472301** to gain access to a range of free documents.

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.

## **Data protection**

To comply with data protection regulations **we** are committed to processing personal information fairly and transparently. Please refer to [www.das.co.uk/legal/privacy-statement](http://www.das.co.uk/legal/privacy-statement) for DAS' privacy notice and details of **your** rights.

Zurich Insurance plc, Zurich Management Services Limited, DAS and Digital Forensic Insurance Services will not accept responsibility if any of the helplines are unavailable for reasons Zurich Insurance plc, Zurich Management Services Limited, DAS and Digital Forensic Insurance Services cannot control.

# Your Trades and Professions policy

This policy is a contract between **you** and Zurich Insurance plc in respect of the entire policy except Section G 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 G – Legal expenses)**

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, endorsements 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 wherever **we** have printed them in bold throughout.

These definitions apply to the entire policy including Section G. However, 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 including medically recognised psychiatric illness.

## **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**
- c) first aid, security, fire and ambulance service
- d) private work carried out within the **territorial limits** by an **employee** for any director or senior executive of the **business**
- e) **your** attendance at or participation in exhibitions, trade fairs and conferences within the **territorial limits**.

## **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.

## **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 under a contract of service or apprenticeship with **you** which will be deemed to include:

- a) any labour master or labour only subcontractor or persons supplied by any of them
- b) self-employed persons
- c) persons under work experience schemes

- d) any person hired or borrowed by **you** from another employer
- e) working partners or proprietors
- f) drivers or operators of hired-in plant
- g) non-executive directors

whilst under **your** control and supervision and working for **you** 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

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.

### Nuclear installation

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for:

- a) the production or use of atomic energy
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
- c) the storage, processing or disposal of nuclear fuel or bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

### 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.

### 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 D 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.

**Person insured**

You, your business partner or any employee.

**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.

**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 **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.

**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 G – Legal expenses: Zurich Insurance plc.

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

**You or your**

The person, people or the company stated in the schedule as the insured.



# Section A – Public and products liability

## Special definitions

### **Asbestos**

Asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives.

### **Clean up costs**

- a) Testing for or monitoring of *pollution or contamination*
- b) 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**

- a) Claimants' costs and expenses which **you** become legally liable to pay
- b) costs incurred with **our** written consent in defending any claim for damages relating to any event which is covered under this section.

### **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.

### **Enforcing authority**

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

### **Pollution or contamination**

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

### **Products**

Any commodities or goods or anything (including packaging, containers and 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 for the purpose 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.

### **Territorial limits**

#### **Sub-section A1 – Public liability**

- a) Anywhere within the **territorial limits**; and
- b) manual work carried out during temporary visits in any member state of the European Union, the European Economic Area or Switzerland; and
- c) non-manual work carried out during temporary visits anywhere in the world.

#### **Sub-section A2 – Products liability**

Anywhere in the world in respect of *products* supplied in or from the **territorial limits**.

## Sub-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:

- a) accidental **bodily injury** to any person other than an **employee**
- b) accidental **damage** to property
- c) accidental obstruction, accidental trespass, accidental nuisance, accidental interference with pedestrian, road, rail, air or waterborne traffic
- d) unlawful detention, imprisonment or arrest

occurring during the period of insurance within the **territorial limits** in connection with the **business**, or **your** ownership of the **buildings**. In addition to the limit of indemnity stated in the schedule **we** will pay **costs and expenses**.

The **excess** applicable to accidental **damage** to property is stated in the schedule.

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

### Exclusions applicable to Sub-section A1

Sub-section A1 does not cover:

#### 1. 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 exclusion will not apply in respect of:

- i) liability not more specifically insured under any other policy arising during the act of loading or unloading mechanically propelled vehicles or mobile plant or the bringing to or the taking away of a load from such vehicle or such plant
- 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 or security 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

#### 2. Products no longer in your control or custody

liability arising from **products** after they have ceased to be in **your** custody or control other than food or beverages for consumption on **your** premises or at any other premises where **you** are carrying on the **business**

#### 3. Property being worked on

**damage** to the part of any property upon which **you** or any servant or agent of **yours** is or has been working where the **damage** is the direct result of that work

#### 4. Property in your custody or control

**damage** to property belonging to **you** or borrowed, rented, leased or hired for use by **you** or otherwise in **your** custody or control but this exclusion will not apply to:

- a) the personal effects (including vehicles and their contents) of directors, **employees** and visitors
- b) buildings or their contents temporarily occupied by **you** for the purpose of carrying out work therein or thereon
- c) premises (or fixtures and fittings therein) hired, rented, leased or lent to **you** other than **damage** if liability is assumed by **you** under a tenancy or other agreement and would not have attached in the absence of such agreement

#### 5. Vessels and craft

liability arising from the ownership or possession or use by **you** or on **your** behalf of craft designed to travel through air or space, hovercraft or watercraft other than waterborne vessels used on inland waterways.

## Sub-section A2 – Products liability

### 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** where such **bodily injury** arises out of and in the course of the employment
- b) accidental **damage** to material property

occurring during the period of insurance within the **territorial limits** in connection with the **business** caused by **products**. In addition to the limit of indemnity as stated in the schedule we will pay **costs and expenses**.

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

### Exclusions applicable to Sub-section A2

Sub-section A2 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. 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

#### 3. Product

replacing, reinstating, rectifying, recalling, removing or guaranteeing the performance of any **products**

#### 4. Programming

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

### Additional cover extensions applicable to the whole of Section A

The following extensions will apply provided that:

- a) **we** will not be liable unless **we** have the sole conduct and control of all claims covered by these extensions
- b) these extensions will not apply to any liability which is covered by any other policy
- c) nothing in the following extensions will increase **our** liability to pay an amount in excess of the limit of indemnity provided by this section as stated in the schedule.

#### 1. Contingent motor liability (non-owned vehicles)

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 not 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 arising outside the **territorial limits**.

#### 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** £750
- b) any **employee** £250

### 3. Criminal defence costs

**We** will also cover **you** or any director, **business partner** or **employee** for legal costs and expenses (including the costs of appeal against conviction) incurred with **our** consent in defence of a criminal charge brought under the following:

- a) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
- b) the Corporate Manslaughter and Corporate Homicide Act 2007
- c) Part II of the Consumer Protection Act 1987
- d) the Food Safety Act 1990

and which relates to any event involving **bodily injury** or **damage** to property which is or may be the subject of indemnity under this section which has occurred during the period of insurance in the course of the **business**.

**We** will also pay solicitors fees incurred with **our** consent for representation at any Coroner's inquest or Fatal Inquiry in respect of any death the subject of indemnity under this section, including legal fees for assistance in preparing a written response as required by Rule 43 of the Coroners (amendment) Rules 2008.

**Our** liability in respect of:

- i) a) above will not exceed the overall limit of indemnity under this section in any one period of insurance
- ii) b) above will not exceed £2,000,000 in any one period of insurance or the limit of indemnity under this section whichever is the lesser
- iii) each of c) and d) above will not exceed £25,000 in any one period of insurance.

Excluding liability:

- 1) where **you** or any director, **business partner** or **employee** is insured by another policy
- 2) where the criminal charge is in respect of any deliberate or intentional criminal act of **yours** or of any director, **business partner** or **employee**
- 3) for any appeal costs unless the solicitors engaged consider that there are strong prospects of such appeal succeeding.

### 4. Data protection

**We** will pay **you** for legal costs and expenses incurred with **our** prior consent and all sums **you** are required to pay as damages to an individual arising from proceedings brought against **you** under:

- a) Sections 168 and 169 of the Data Protection Act 2018
- b) Article 82 of Regulation (EU) 2016/679 (General Data Protection Regulation).

**Our** liability under this extension will not exceed £1,000,000 in any one period of insurance.

Excluding liability for:

- i) fines, penalties, liquidated, punitive or exemplary damages
- ii) the cost of replacing, reinstating, rectifying or erasing any personal data
- iii) the costs of notifying any person regarding loss of personal data
- iv) any deliberate or intentional criminal act or omission giving rise to any claim under this extension committed by **you**.

### 5. 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.

## 6. 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 **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 extension will not exceed £1,000,000 for any one incident and in any one period of insurance and will be the maximum **we** will pay inclusive of all **costs and expenses**; 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**.

## 7. Indemnity to directors and employees

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; and
- ii) that person will keep to and be subject to the terms and conditions of this policy as though they were **you**.

## 8. 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.

## 9. 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.

## 10. Libel and slander

The cover provided by Sub-section A1 of this section extends to indemnify **you** in respect of the legal liability to pay compensation and claimants costs and expenses in respect of claims made against **you** during the period of insurance arising from any act of libel or slander committed or uttered in good faith by **you** during the period of insurance in the course of the **business**.

Provided that:

- a) the indemnity granted by this extension will apply solely to **your** in-house and trade publications
- b) **our** liability under this extension will not exceed £250,000 in any one period of insurance.

## 11. 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.

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 in the **business**.

## 12. Treatment risk

We will also cover **your** legal liability for accidental **bodily injury** arising from hair or beauty treatments and facilities provided by **you** or any **employee** who is 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 is designed for and in accordance with the manufacturer's instructions
- c) for electrolysis, 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) 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) for the cost of repairing, removing, replacing, rectifying, making good, recalling, or altering any **products** sold or supplied by **you**
- ii) for refunds in respect of any treatments given or facilities provided by **you**
- iii) for **bodily injury** where **you** have proceeded with treatment following the results of any tests or procedures that are unsatisfactory
- iv) for **bodily injury** arising from treatment provided by **you** or any **employee** who is not a **trained person**.

## Special exclusions applicable to the whole of Section A

This section does not cover:

### 1. Asbestos

liability directly or indirectly caused by, contributed to by or arising out of any **asbestos**

### 2. Contractual liability

legal liability assumed under contract or agreement unless:

- a) the liability would have existed in the absence of such contract or agreement; and
- b) **we** will retain the control of any claim

### 3. Cyber

liability arising out of any actual (or alleged) unauthorised acts (including malicious acts) which results in access to, disruption of, or any failure of any computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

This special exclusion is not applicable to the indemnity provided by Additional cover extension 4 of this section

### 4. Exposure to ultraviolet radiation

any liability arising out of or in connection with exposure to ultraviolet radiation being the ultraviolet region wavelength 10 nanometres to 400 nanometres on the electromagnetic spectrum

### 5. 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**



## 6. 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 four 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) silica removal

## 7. 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

## 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. 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 from 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

## 11. Treatment

any liability arising out of dispensing of medicines or drugs or treatment other than that provided under Additional cover extension 12 – Treatment risk.

## Special provisions applicable to the whole of Section A

### 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. 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 or the limit of indemnity stated in the schedule whichever is the lesser inclusive of all ***costs and expenses***.

## Special conditions applicable to the whole of Section A

### 1. Underground services condition

It is a condition precedent to **our** liability that **you** will:

- 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) ensure 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 of 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:
  - i) 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
  - ii) 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
  - iii) 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
  - iv) 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
  - v) blow lamps and blow torches must be filled in the open and must not be lit until immediately before use
  - vi) lighted blow lamps, blow torches or hot air guns are continuously attended and extinguished immediately after use
  - vii) where there is more than one person working at a site where the use of or application of heat is taking place, a person must be appointed by **you** to act as an observer to watch for signs of smoke or smouldering or flames.

Sub-paragraph iii) 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:
  - i) must be carried out in the open in a vessel designed for the purpose and be continuously attended
  - ii) if carried out on a roof, the vessel must be placed on a non-combustible heat insulating base.

### 3. Bona-fide subcontractors condition

It is a condition precedent to **our** liability that **you** will:

- a) ensure that each bona-fide subcontractor appointed by **you** holds current public liability insurance appropriate to the work carried out and with a limit of indemnity which is not less than the limit of indemnity provided by this section as stated in the schedule; and
- b) make certain the public liability insurance for each bona-fide subcontractor provides indemnity for **you** as principal.

For the purpose of this condition, bona-fide subcontractors are deemed to be contractors who work without direction from **you**, hold their own liability insurances and provide their own contract materials, plant, equipment and tools.

# Section B – 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 which may be covered by 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 within the **territorial limits** 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**.

**Our** liability will not exceed 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 B – Employers' liability

The following extensions will apply provided that:

- a) **we** will not be liable unless **we** have the sole conduct and control of all claims covered by these extensions
- b) these extensions will not apply to any liability which is covered by any other policy
- c) nothing in the following extensions will increase **our** liability to pay an amount in excess of the limit of indemnity provided by this section as stated in the schedule.

### 1. 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) <b>you</b> , any director or <b>business partner</b> | £750 |
| b) any <b>employee</b>                                  | £250 |

### 2. Criminal defence costs

**We** will also cover **you** or any director, **business partner** or **employee** for legal costs and expenses (including the costs of appeal against conviction) incurred with **our** consent in defence of a criminal charge brought under the following:

- a) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
- b) the Corporate Manslaughter and Corporate Homicide Act 2007

and which relates to any event involving **bodily injury** which is or may be the subject of indemnity under this section which has occurred during the period of insurance in the course of the **business**.

**We** will also pay solicitors fees incurred with **our** consent for representation at any Coroner's inquest or Fatal Inquiry in respect of any death the subject of indemnity under this section, including legal fees for assistance in preparing a written response as required by Rule 43 of the Coroners (amendment) Rules 2008.

**Our** liability in respect of:

- i) a) above will not exceed the overall limit of indemnity under this section in any one period of insurance
- ii) b) above will not exceed £5,000,000 in any one period of insurance.

Excluding liability:

- i) where **you** or any director, **business partner** or **employee** is insured by another policy
- ii) where the criminal charge is in respect of any deliberate or intentional criminal act of **yours** or of any director, **business partner** or **employee**
- iii) for any appeal costs unless the solicitors engaged consider that there are strong prospects of such appeal succeeding.

### 3. Indemnity to directors and employees

We will also cover at **your** request:

- a) any **employee**
- b) any director or **business partner**
- c) any officer or member of **your** canteen, social, sports or welfare organisations.

Provided that:

- i) **you** would have been entitled to indemnity if the claim had been made against **you**; and
- ii) those people keep to the terms and conditions of this policy; and
- iii) **you** request **us** to do so.

### 4. 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.

### 5. Unsatisfied court judgments

If any **employee** or their personal representative obtains a judgment 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 judgment remains unpaid for more than six 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 judgment to **us**.

### 6. Work overseas

The insurance under this section applies to **bodily injury** caused:

- a) anywhere within the **territorial limits**; and
- b) manual work carried out by **your** directors, **business partners** or **employees** during temporary visits in any member state of the European Union, the European Economic Area or Switzerland; and
- c) non-manual work carried out by **your** directors, **business partners** or **employees** during temporary visits anywhere in the world.

Provided that in respect of b) and c) above they are normally resident in the **territorial limits** and their contract of service or apprenticeship was entered into in the **territorial limits**.

## 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**.

## Special condition

### 1. Compulsory insurance

**You** must repay **us** any amounts which **we** are required by compulsory insurance legislation to pay out under this section 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 section.

# Section C – 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 hired in by **you** but not on hire purchase or free loan to **you** comprising all types of contractors’ plant including scaffolding, temporary buildings and their contents other than **money** or as more specifically described by endorsement in the schedule.

### **Nuclear Material**

- a) Nuclear fuel other than natural uranium and depleted uranium capable of producing energy by a self-sustaining chain process of nuclear fission outside a nuclear reactor either alone or in combination with some other material
- b) radioactive products or waste produced in or any material made radioactive by exposure to the radiation incidental to the production or use of nuclear fuel not including fabricated radioisotopes.

### **Owned plant**

Contractors’ plant belonging to **you** or on hire purchase, free loan or leased to **you** comprising all types of contractors’ plant including scaffolding, temporary buildings and their contents other than **money** or as more specifically described by endorsement in the schedule.

### **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.

### **Portable 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**.

### **Practical completion**

Completion of work apart from the prospective purchaser’s or tenant’s choice of decorations or final fitments.

### **Production use or storage of nuclear material**

The production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of **nuclear material**.

### **Property**

Physical property.

### **Vitiating act**

Any instance of fraud, material misrepresentation, material non-disclosure or breach of any condition of this policy.

## Sub-section C1 – Contract works

This sub-section is only operative if stated in the schedule.

### Cover

The insurance under this section is in respect of **damage** to the **contract works** occurring:

- a) while in transit other than by sea or air within the **territorial limits** to or from the **contract site**
- b) while on the **contract site** or adjacent thereto until the issue of a certificate of completion or until taken over by the principal and for 14 days thereafter where **you** are required to insure under the terms of the **contract**
- c) during the period of maintenance or defects liability not exceeding 12 months:
  - i) arising from a cause occurring prior to the commencement of such period
  - ii) occasioned by the contractor in the course of any operations carried out by them for the purpose of complying with their obligations under the maintenance or defects liability clause in the **contract**.

Provided that **you** will demonstrate that any **damage** which is first revealed during the period of maintenance or defects liability is **your** responsibility under the terms of the contract.

## Additional cover extensions applicable to Sub-section C1 – Contract works

### 1. 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.

### 2. Joint names/multiple insureds

This section includes any party in a like manner to **you** where required by the conditions of the **contract**. If there is more than one insured party each operating as a separate and distinct entity then this section of this policy will apply in the same manner and to the same extent as if individual policies had been issued to each party.

Provided that:

- a) **our** total liability to all of the insured parties collectively will not exceed the limits of indemnity including any inner limits stated in this section or by endorsement
- b) any payment or payments by **us** to any one or more insured parties will reduce to the extent of that payment **our** liability to all parties arising from any one event giving rise to a claim under this section
- c) the insured parties will at all times preserve any contractual rights and agreements entered into by the insured parties and the contractual remedies of such parties in the event of **damage**
- d) **we** will be entitled to avoid liability to or claim **damages** from any of the insured parties where such party has committed a ***vitiating act***
- e) this clause will only apply in respect of **contracts** undertaken in the **territorial limits**.

It is agreed that:

- i) a ***vitiating act*** committed by one insured party will not prejudice the right to indemnity of any other insured party who has an insurable interest and who has not committed a ***vitiating act***
- ii) **we** will waive all rights of subrogation which **we** may have or acquire against any insured party except where the rights of subrogation or recourse are required in consequence of or otherwise following a ***vitiating act***.

### 3. Offsite storage

**We** will pay for **damage** to the **contract works** while in store at any situation within the **territorial limits** other than the **contract site** but not where the value of the **contract works** insured in store exceeds £100,000 unless agreed otherwise by **us**.

Provided that **you** are responsible for such **damage** under the terms of the **contract**.

### 4. Plans

This section includes the cost of rewriting or redrawing documents, drawings and business books in consequence of **damage** insured under this section but only for the value of the materials as stationery and the cost of clerical labour in writing up and not for the value of the information contained therein.

The most **we** will pay for any one occurrence is one percent of the limit of liability applicable to **contract works** or £50,000 whichever is the greater.

### 5. 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** but not fees for preparing any claim.

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



## 6. Public authorities

This section includes the additional cost of reinstatement following **damage** to **contract works** insured which is covered under this section 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.

Provided that:

- a) reinstatement is carried out without delay and may be carried out upon another site subject to **our** liability not being increased thereby
- b) the limit of liability stated against **contract works** in the schedule is not exceeded
- c) the amount recoverable under this clause will not include:
  - i) the costs incurred in complying with regulations or bye-laws intimated to **you** prior to the happening of the **damage**
  - ii) the costs incurred in respect of undamaged **contract works**
  - iii) the amount of any rate, tax, duty, development or other charge which may become payable following compliance with such regulations or bye-laws.

## 7. Speculative development including show properties

This section includes **contract works** being built or erected by **you** other than under contract. In respect of such **contract works** cover will cease to apply:

- a) in respect of flats or maisonettes from:
  - i) the date on which more specific insurance is arranged; or
  - ii) three months after the date of **practical completion** of the work of building or erecting the last **property** in that block of flats or maisonetteswhichever is the earlier
- b) in respect of other **contract works** from:
  - i) the date such **property** is sold or let; or
  - ii) three months after the date of **practical completion** of the work of building or erecting the last **property** on the **contract site**whichever is the earlier.

## 8. Subcontractors waiver

In respect of damage to the **contract works** insured in so far as is required by the subcontract **we** will not pursue any rights of subrogation against subcontractors directly engaged by **you**.

## Exclusions applicable to Sub-section C 1

Sub-section C1 does not cover:

### 1. Breakdown

**damage** to any item of machinery caused by its own breakdown or explosion.

This exclusion will not apply to machinery forming part of the **contract works** while undergoing testing and commissioning provided that:

- a) **you** are responsible for such **damage** under the terms of the **contract**
- b) such machinery is new and unused at the commencement of the **contract**
- c) **damage** occurs within 14 days from the start of testing or commissioning

### 2. 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

### 3. Existing structures

**damage** to any **property** forming or which has formed part of any existing structure prior to the start of the **contract** or **speculative development** as provided for under extension 7

#### 4. Limited defective condition (DE3)

the cost of repairing, replacing or rectifying any:

- 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 but this will not apply to other **contract works** which are free of the defective condition but suffer **damage** as a result
- b) **contract works** lost or damaged to enable the repair, replacement or rectification of **contract works** excluded by a) above.

**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

#### 5. Non-ferrous metals

theft of unfixed non-ferrous metals of any description unless at the time of the theft either:

- a) an authorised **employee** or agent of **yours** is actually on the site
- b) such **property** is contained within a securely locked hut or building

#### 6. Normal upkeep

the cost of normal upkeep or normal making good

#### 7. 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

#### 8. Relief under contract

**damage** for which **you** are relieved of responsibility by the conditions of the **contract**

#### 9. Change in the water table level

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

### Special provisions applicable to Sub-section C1 – Contract works

#### 1. Automatic increase in sum insured

If the value of any **contract** or **speculative development** increases after commencement to an amount in excess of the sum insured stated in the schedule the sum insured will be automatically increased by up to 25% in respect of any such **contract**.

#### 2. Limit of indemnity

The most **we** will pay under this section will not exceed in addition to the amounts stated in Additional cover extensions applicable to the whole of Section C the sum insured stated in the schedule.

### Sub-section C2 – Owned plant

This sub-section is only operative if stated in the schedule.

#### Cover

The insurance under this section is in respect of **damage** to **owned plant** while at any situation within the **territorial limits** and while in transit other than by sea or air between such situations.

## Exclusions applicable to Sub-section C2

Sub-section C2 does not cover:

### 1. 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**

### 2. Breakdown

**damage** to any item of **owned plant** caused by its own breakdown or explosion but not **damage** by any ensuing cause otherwise covered under this section

### 3. Materials treated

**damage** resulting from materials treated by the **owned plant** or by foreign bodies entering the plant with such materials

### 4. Personal tools

**damage** to **portable tools** insured separately under this policy.

## Special provisions applicable to Sub-section C2

### 1. Limit of indemnity

The most **we** will pay under this section will not exceed in addition to the amounts stated in Additional cover extensions applicable to the whole of Section C:

- a) in respect of any one item of **owned plant** insured the market value of the item at the time of the damage
- b) the sum insured stated in the schedule.

## Sub-section C3 – Hired-in plant

This sub-section is only operative if stated in the schedule.

### Cover

The insurance under this section is in respect of **your** legal liability under the terms of any hiring agreement or otherwise to pay:

- a) compensation for **damage** to **hired-in plant** while in **your** custody or under **your** control at any situation within the **territorial limits** and while in transit other than by sea or air between such situations
- b) continuing hire charges in consequence of **damage** covered under a) above.

## Special provisions applicable to Sub-section C3 – Hired in plant

### 1. Limit of indemnity

The most **we** will pay under this section will not exceed in addition to the amounts stated in Additional cover extensions applicable to the whole of Section C:

- a) in respect of **hired-in** plant the sum insured stated in the schedule
- b) in respect of continuing hire charges the most **we** will pay for any one occurrence of **damage** is £50,000 provided that the period in respect of which payment is made hereunder will commence 24 hours after the occurrence of the **damage** and be limited to a maximum of 3 months after the occurrence of the **damage**.

In addition **we** will where legal proceedings have been defended with **our** written consent pay all legal charges for which **you** may be liable.

## Sub-section C4 – Portable tools and equipment

This sub-section is only operative if stated in the schedule.

### Cover

In the event of **damage** to *portable tools* occurring:

- a) in transit by road in **your** vehicles to or from the **contract site**
- b) on or adjacent to the **contract site**
- c) within the **territorial limits**

**we** will settle **your** claim in accordance with the Claims conditions.

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

The most **we** will pay for *portable tools* is the limit stated in the schedule.

Excluding:

- i) **damage** to motor vehicles, money, credit cards, debit cards, jewellery, precious metals or stones or articles made for them
- ii) **damage** to any item of *portable tools* or effects caused by its own breakdown or explosion.

### Condition applicable to Sub-section C4

#### 1. Portable tools and equipment

**We** will not pay for the loss of *portable tools* whilst unattended unless contained in:

- a) a vehicle provided that the doors of the vehicle are locked and all its windows and other openings are fully closed and properly fastened; or
- b) a locked building or locked storage unit.

### Additional cover extensions applicable to the whole of Section C

The insurance under Sub-sections C1, C2, C3 and C4 includes the following additional covers.

#### 1. Debris removal

**We** will pay **you** in respect of the reasonable costs and expenses necessarily incurred by **you** with **our** consent in:

- 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** which is covered under this section.

The most **we** will pay is 10% of the limit of indemnity in respect of Sub-section C1 – Contract works or £25,000 whichever is the greater.

#### 2. Munitions of war

**We** will pay **you** in respect of **damage** to *property* insured caused by munitions of war provided that the presence of such munitions does not result from a state of war current at the time of such damage.

#### 3. Recovery costs

In respect of *owned plant* and *hired-in plant* **we** will pay **you** for the reasonable costs necessarily incurred by **you** to recover any item of insured plant which has become accidentally immobilised during normal operation.

Provided that:

- a) such costs do not exceed the sum that would have otherwise been payable under the terms of this policy had such costs not been incurred
- b) **we** will not be liable in respect of the cost of rectifying electrical or mechanical breakdown or derangement in order to effect recovery of insured plant
- c) **we** will not be liable under this clause in respect of the cost of recovering plant situated underground.

## Special exclusions applicable to the whole of Section C

This section does not cover:

### 1. Airborne or waterborne risks

**damage** to any airborne or waterborne vessel or craft, marine rig, platform or *property* situated in or on any such vessel, craft, rig or platform.

This exclusion will not apply to *property* situated on any such vessel, craft, rig or platform while being used on inland waterways or canals

### 2. Consequential loss

liquidated damages, penalties for delay or detention or in connection with guarantees of performance or efficiency or consequential loss or **damage** not specifically provided for herein

### 3. Excess

the excess stated in the schedule in respect of each and every occurrence of **damage** covered under this section

### 4. Inventory losses or unexplained disappearance

loss of the *property* insured by its disappearance or by shortage if such disappearance or shortage is only revealed when an inventory is made or loss of the *property* insured due to its being stolen or otherwise missing unless such loss is identifiable by **you** with a specific occurrence which has been the subject of notification under the terms of Claims condition 1 - Claim notification including reporting the matter to the police

### 5. Motor vehicles

**damage** to any mechanically propelled vehicle or an attached trailer but this exclusion does not apply to any vehicle which is:

- a) not licensed for road use and used in circumstances which do not require insurance or security under any Road Traffic Act legislation
- b) designed or adapted primarily for use as a tool of trade

### 6. Multiple lifts

**damage** arising out of any raising or lowering operations in which a single load is shared between items of lifting and handling plant unless such operations are carried out in accordance with British Standard Code of Practice for the Safe Use of Cranes – BS7121

### 7. Nuclear site risks

damage to any:

- a) *nuclear material*
- b) *property* in the high radioactivity zone of a nuclear reactor or in any area where the level of radioactivity requires the provision of a biological shield
- c) other than *property* described by part b) of this exclusion for construction, erection, installation, repair, maintenance or decommissioning of or in or on any building or plant which has been used, is used or is designated to be used for the *production use or storage of nuclear material* other than with **our** prior consent

### 8. Pollution

**damage** caused by pollution or contamination other than **damage** to the *property* insured caused by pollution or contamination

### 9. Terrorism

**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 section the burden of proving that cover is provided under this section will be upon **you**

### 10. Wear and tear

the cost of rectification or making good of wear and tear, mildew, gradual deterioration due to atmospheric conditions or otherwise, rust, corrosion, oxidation or scratching of painted or polished surfaces

### 11. Wilful act

**damage** caused by **your** wilful act or wilful neglect.

## Special provisions applicable to the whole of Section C

### 1. Payments on account

At **our** discretion payments on account may be made to **you** following **damage** covered under this section but in no case will any payment exceed **our** liability in respect of such **damage**.

### 2. Automatic reinstatement of sum insured

Where the sum insured is reduced by payment made hereunder the sum insured will be reinstated provided that **you** pay such additional premium as may be required by **us** which additional premium will be disregarded for the purpose of any adjustment of premium under this section.

## Special conditions applicable to the whole of Section C

### 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. Hiring out

In the case of **owned plant** or **hired-in plant** hired out by **you** the conditions of such hiring will be no less onerous than the standard conditions of The Construction Plant-Hire Association unless specifically agreed by **us**.

### 3. Overload testing

Any form of testing involving abnormal stresses or intentional overloading on **owned plant** or **hired-in plant** will be undertaken in accordance with the British Standard Code of Practice for the Safe Use of Cranes BS7121 or alternatively **you** will bear all losses arising out of such testing.

### 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 the defects in such other parts at **your** own expense or alternatively bear all losses arising out of the said 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 cover for **contract works** will be suspended unless otherwise agreed in writing by **us**.

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.

## Claims condition applicable to the whole of Section C

### 1. Claim settlement

**We** will have the right to settle a claim by:

- a) the payment of money
- b) the reinstatement or replacement of the **property** lost or damaged
- c) repair of the **property** lost or damaged.

If **we** decide to settle a claim by reinstatement, replacement or repair of **property** insured **we** will do so in a reasonable manner but not necessarily to its exact previous condition or appearance.

**We** will not spend on one item more than its sum insured.

**We** will not be responsible for temporary repairs carried out without **our** consent unless such temporary repairs are carried out under Sub-section C1 additional cover extension 3 – Expediting expenses or any consequences thereof nor for the cost of any alterations, additions, improvements or overhauls carried out on the occasion of a repair.

Where **damage** is confined to a part of an item of **property** insured **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.

**We** will have the right to the salvage of any **property** insured.

# Section D – 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**.

### **Hijack**

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 covers

### **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. Hijack or kidnap

If a **person insured** is the victim of *hijack* 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 *hijack* 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** Benefits 1 to 4

As stated in the schedule

Maximum benefit any one **person insured** Benefit 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 D and E **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 D will carry interest.

## Special claims condition

### 1. Claims notification

It is a condition precedent to **our** liability that in the event of any circumstances which could give rise to a claim **you** will:

- 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

- ii) make no admission of liability without **our** prior written consent
- iii) 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.

**We** reserve the right to:

- i) take steps as **we** deem necessary to prevent, mitigate or minimise a loss
- ii) take over and conduct the defence or settlement of claims made against a **person insured** that is covered under this policy
- iii) pursue any rights or remedies available to **you** whether or not payment has been made.

# Section E – 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 E4 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 E7).

## Sub-section E1 – Overseas medical costs

### Cover

We will pay you or the **person insured** for:

- a) *overseas medical expenses*
- b) *travel expenses*
- c) *emergency repatriation expenses*

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 Sub-section E1 – 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 Sub-section E1

Sub-section E1 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.

## Sub-section E2 – 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 Sub-section E2 – 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 Sub-section E2

Sub-section E2 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.

## Sub-section E3 – 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 Sub-section E3 – 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 Sub-section E3

Sub-section E3 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.

## Sub-section E4 – 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 Sub-section E4 – 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 Sub-section E4

Sub-section E4 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 Sub-section E4

### 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**.

## Sub-section E5 – 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 Sub-section E5

Sub-section E5 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 declination of kidnap insurance

any claim if **you** or any **person insured** have had **kidnap** insurance declined or cancelled.

## Sub-section E6 – 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 Sub-section E6 – 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 Sub-section E6

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.

## Sub-section E7 – Medical assistance and security services

The cover provided under Section E 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 E3. 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](http://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](http://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](http://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 G5 and G6) 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](http://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](http://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 E

Section E 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 E

### 1. Duplicate cover

If a loss is covered under more than one subsection of Sections D and E **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 E will carry interest.

## Special claims condition applicable to Section E

### 1. Claims notification

It is a condition precedent to **our** liability that in the event of any circumstances which could give rise to a claim **you** will:

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

ii) make no admission of liability without **our** prior written consent

iii) 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.

**We** reserve the right to:

i) take steps as **we** deem necessary to prevent, mitigate or minimise a loss

ii) take over and conduct the defence or settlement of claims made against a **person insured** that is covered under this policy

iii) pursue any rights or remedies available to **you** whether or not payment has been made.

# Section F – Business contents

This section is only operative if stated in the schedule.

## Special definitions

### **Business contents**

Office and business equipment, including portable electronic equipment belonging to, or borrowed or leased to **you**, or **your** directors, **business partners** or **employees**, used in connection with the **business**.

### **Business stock**

Stock in trade belonging to **you**, while at **your** premises, or in a securely locked store or compound within the **territorial limits**, or in transit by road rail or inland waterway.

## Cover

In the event of **damage** to the **business contents** or **business stock** insured shown in the schedule during the period of insurance **we** will settle **your** claim in accordance with the Claims conditions.

The most **we** will pay for damage to the **business contents** or **business stock** including debris removal costs is:

- a) the sum insured or limit applicable to that item; or
- b) the sum insured or limit remaining after deduction for any other damage that occurred during the same period of insurance unless **we** have agreed to reinstate the sum insured or limit.

The **excess** applicable to this section is stated in the schedule and may be amended by endorsement.

## Special exclusions

This section does not cover:

### **1. Aircraft or watercraft**

**damage** to any:

- a) aircraft
- b) watercraft (except watercraft less than eight metres in length or any hand-propelled boat or pontoon)

### **2. Breakdown**

**damage** caused by mechanical or electrical breakdown or derangement

### **3. Indirect loss**

any loss which happens as an indirect result of an event for which **you** are insured

### **4. Motor vehicle**

**damage** to any motor vehicle or attached trailer, other than mobile plant which is primarily intended for use at **contract sites** or any vehicle used solely at **contract sites** and which is not licensed for road use

### **5. Unattended vehicles**

theft or attempted theft of property while contained in an unattended vehicle or trailer, unless there is evidence of forcible and violent entry to the vehicle or trailer

### **6. Unexplained losses**

unexplained disappearance or inventory shortage

### **7. Unsecured storage**

**damage** to property insured away from any **contract sites**, unless it is being kept within a securely locked building or compound

### **8. Wear and tear**

**damage** due to wear and tear or gradual deterioration, rust, action of light or atmospheric conditions, the cost of normal upkeep, cleaning or normal repairs.



# Section G – Legal expenses

This section is only operative if stated in the schedule.

## Meaning of words

The following words have these meanings wherever they appear in this policy in **bold**:

### Appointed representative

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

### Business

The business declared to **us** and covered by the commercial policy to which this policy attaches.

### Costs and expenses

- a) All reasonable, proportionate 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 United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
- b) For all other insured incidents  
The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

### 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). Where a law firm is acting on **your** behalf the amount **we** will pay is currently £100 per hour. This amount may vary from time to time.

### Date of occurrence

- a) For civil cases (other than as specified under **c)** to **e)** below), 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** or **employer compliance disputes**, the date the dispute arises during the **period of insurance** following the issue of an assessment, written decision or notice of a civil penalty.
- 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.

### Insured person

- a) **You** and the directors, partners, managers, employees and any other individuals declared to **us** by **you**.
- b) A person contracted to work for **you** who works for **you** on the same basis as **your** employees, and performs that work under **your** supervision and direction.

## Period of insurance

The period for which **we** have agreed to cover the **insured person** and for which **we** have accepted the premium.

## Preferred law firm

A law firm, barrister 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 recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment) or make a successful defence, must be at least 51%. 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.
- c) For civil and criminal appeals the prospects of a successful outcome must be at least 51%.

## Tax enquiry

A written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either:

- i) includes a request to examine any aspect of your books and records; or
- ii) advises of a check of **your** whole tax return.

## 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.

## We, us, our, DAS

DAS Legal Expenses Insurance Company Limited.

## You, your

The **business** that has taken out this policy.

## Welcome to DAS

**Your business** is now protected by the UK's leading specialist legal expenses insurer.

DAS Legal Expenses Insurance Company Limited ('**DAS**') is the underwriter and provides the legal protection insurance under **your** policy. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm** on behalf of **DAS**.

To make sure that **you** get the most from **your DAS** cover, please take time to read this policy wording which explains the insurance cover and additional services available to **you**. Please follow the procedures throughout the policy and in particular those applying to **Employment disputes and compensation awards** cover.

## How your policy can help

Please find below information about the services **your** policy offers and details of how to make a claim.

If **you** wish to speak to **us** about:

- **Legal Advice** – **you** can get telephone legal advice on any legal issue affecting **your business**.
- **Insurance Claims** – **you** can report a claim 24/7.
- **Tax Advice** – dedicated tax advisers can provide advice on tax issues affecting **your business**.

Please phone **us** on **0344 893 0859**. **We** will ask **you** about **your** legal issue and if necessary call **you** back to deal with **your** query.

## Online law guide and document drafting

Using [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) **you** can access the free online law guide and create ready-to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by **you** using **our** smart document builders. **You** can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts.

Register using the voucher code **DAS472301** to gain access to a range of free documents.

## Reporting a claim

### Important information

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** accept the claim.

### Report your claim

- Call us on **0344 893 0859**, available 24 hours a day, 7 days a week
- Have **your** policy number ready and **we'll** ask **you** about **your** claim

### We will assess the claim

- To check **your** claim is covered by **your** policy
- And, if it is, **we** will send it to a lawyer who specialises in **your** type of claim

### The lawyer will

- Assess **your** case and tell **you** how likely it is **you** will win

### If you are more likely than not to win, the lawyer will

- Manage the case from start to finish

Please note this is an overview of the claims process for guidance purposes only. **Our** claims handlers can answer any questions **you** may have when they receive **your** claim, alternatively **you** can visit [www.das.co.uk/legal-protection/how-to-claim](http://www.das.co.uk/legal-protection/how-to-claim)

## Our agreement

This policy, the policy schedule and any endorsement shall be read together as one document and describe the contract between **you** and **us**.

**We** agree to provide the insurance described in this policy for **you** (or where specified, the **insured person**) in respect of any insured incident arising in connection with the **business**, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy, provided that:

- 1 **reasonable prospects** exist for the duration of the claim
- 2 the **date of occurrence** of the insured incident is during the **period of insurance**, or
- 3 during the currency of a previous equivalent legal expenses insurance policy, provided that:
  - the previous legal expenses insurance policy required **you** to report claims during its currency
  - **you** could not have notified a claim previously as **you** could not have reasonably been aware of the insured incident
  - cover has been continuously maintained in force
  - any claim that should have been covered under a previously operative legal expenses insurance policy will not be covered by **us**, and
  - the available limit of indemnity shall be limited to the lesser of the sums payable under this or **your** previous policy
- 4 any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **countries covered**, and
- 5 the insured incident happens within the **countries covered**.

### What we will pay

**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:

- 1 the most **we** will pay in respect of all claims resulting from one or more event arising at the same time or from the same originating cause, for **costs and expenses** and compensation awards claims, is the amount stated in the schedule
- 2 the most **we** will pay for the total of all compensation awards under insured incident **Employment disputes and compensation awards 2 Compensation awards** in any one **period of insurance** shall not exceed £1,000,000
- 3 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. The amount **we** will pay a law firm (where acting on **your** behalf) is currently £100 per hour. This amount may vary from time to time

- 4 in respect of an appeal or the defence of an appeal, **you** must tell **us** as soon as possible and within the statutory time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
- 5 for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this policy, **we** must agree that **reasonable prospects** exist
- 6 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, and
- 7 in respect of insured incident **Legal defence 6 Jury service and court attendance** the maximum **we** will pay is the **insured person's** net salary or wages for the time that the **insured person** is attending court or tribunal, less any amount **you**, the court or tribunal pays.

### What we will not pay

- 1 In the event of a claim, if **you** decide not to use the services of a **preferred law firm** or tax consultancy, **you** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**.
- 2 If **you** are registered for VAT **we** will not pay the VAT element of any **costs and expenses**.
- 3 The first £500 of any contract dispute claim where the amount in dispute exceeds £5,000 (including VAT). If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn.

## Employment disputes and compensation awards

### 1 Employment disputes

#### What is covered

**Costs and expenses** to defend **your** legal rights:

- a) before the issue of legal proceedings in a court or tribunal:
  - i) following the dismissal of an employee; or
  - ii) where an employee or ex-employee has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure; or
- b) in unfair dismissal disputes under the ACAS Arbitration Scheme; or
- c) in legal proceedings in respect of any dispute relating to:
  - i) a contract of employment with **you**; or
  - ii) an alleged breach of the statutory rights of an employee, ex-employee or prospective employee under employment legislation.

#### What is not covered

A claim relating to the following:

- 1 unless equivalent legal expenses insurance was continuously in force before:
  - a) any dispute where the originating cause of action arises within the first 90 days of the start of this policy;
  - b) any dispute with an employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of this policy if the **date of occurrence** was within the first 180 days of the start of this policy and the dispute relates directly to the same matter(s) which gave rise to that warning;
  - c) any notice of redundancy or alleged redundancy or unfair selection for redundancy which occurs within the first 180 days of the start of this policy
- 2 employee internal disciplinary or grievance procedures
- 3 damages for personal injury
- 4 Transfer of Undertakings Regulations (TUPE) or the Transfer of Employment (Pension Protection) Regulations
- 5 pursuing **your** legal rights.

## 2 Compensation awards

### What is covered

In respect of a claim **we** have accepted under insured incident **1 Employment disputes** **we** will pay:

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

Provided that:

- a) in cases relating to performance and/or conduct, **you** have throughout the employment dispute either:
  - i) followed the ACAS Code of Disciplinary and Grievance Procedures; or
  - ii) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
  - iii) sought and followed advice from **our** legal advice service (telephone **0344 893 0859**)
- b) 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 **0344 893 0859**)
- c) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **you** have sought and followed advice from **our** legal advice service before starting any redundancy process or procedure with employees (telephone **0344 893 0859**)
- d) any sum of money in settlement of a dispute is awarded by a court, tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by default, or is payable under settlement approved in writing in advance by **us**.

*Please note that the total amount payable by **us** for all compensation awards and sums of money in settlement of a dispute, in aggregate and in any one **period of insurance** is £1,000,000.*

### What is not covered

A claim relating to the following:

- 1 Any compensation award relating to the following:
  - trade union activities, trade union membership or non-membership;
  - pregnancy or maternity rights, paternity, parental or adoption rights;
  - health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
  - statutory rights in relation to trustees of occupational pension schemes.
- 2 Non-payment of money due under a contract.
- 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.
- 5 A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

## 3 Employee civil legal defence

### What is covered

**Costs and expenses** to defend the **insured person's** (other than **your**) legal rights if:

- a) an event arising from their work leads to civil action being taken against them under legislation for unlawful discrimination; or
- b) civil action is being taken against them 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.*

## 4 Service occupancy

### What is covered

**Costs and expenses** to recover possession of premises owned by **you**, or for which **you** are responsible, from **your** employee or ex-employee.

### What is not covered

Any claim relating to defending **your** legal rights, other than defending a counter-claim that is an insured incident under this policy.

### Legal defence

**Costs and expenses** to defend the **insured person's** legal rights: (provided that for each of the following sections of **Legal defence** cover 1-6 you request us to provide cover for the **insured person**.)

## 1 Criminal pre-proceedings cover

### What is covered

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.

Provided that:

for claims relating to the Health and Safety at Work etc Act 1974 the **countries covered** shall be any place where the Act applies.

*Please note we will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the **business**. Please see the section titled **Our agreement** at the start of this policy.*

### What is not covered

A claim relating to the following:

- 1 any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs
- 2 investigations due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

## 2 Criminal prosecution defence

### What is covered

Following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction.

Provided that:

for claims relating to the Health and Safety at Work etc Act 1974 the **countries covered** shall be any place where the Act applies.

*Please note we will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the **business**. Please see the section titled **Our agreement** at the start of this policy.*

### What is not covered

A claim relating to the following:

- 1 prosecution due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

## 3 Data protection

### What is covered

If civil action is taken against the **insured person** for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/or a data processor by:

- a) An individual. **We** will also pay any compensation award in respect of such a claim.
- b) A data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor. Please note **we** will not pay any compensation award in respect of such a claim.

Provided that:

in respect of **3 a)** any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in advance by **us**.

*Please note we will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body.*

### What is not covered

A claim relating to the following:

- 1 the loss, alteration, corruption or distortion of, or damage to stored personal data, or
- 2 a reduction in the functionality, availability, or operation of stored personal data

resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus or similar mechanism.

## 4 Wrongful arrest

### What is covered

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

## 5 Statutory notice appeals

### What is covered

In an appeal against the imposition or terms of any statutory notice issued under legislation affecting **your business**.

### What is not covered

A claim relating to the following:

- 1 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
- 2 a statutory notice issued by an **insured person's** regulatory or governing body.

## 6 Jury service and court attendance

### What is covered

An **insured person's** absence from work:

- a) to perform jury service
- b) to attend any court, tribunal or 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 reimburse **you** for net salary or wages that **you** have paid the **insured person** for that time, less any amount they have been paid by, or can recover from, the court or tribunal.

### What is not covered

A claim relating to the following:

- 1 any claim if **you** or the **insured person** are unable to prove the loss.

## Statutory licence appeal

### What is covered

**Costs and expenses** for:

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

### What is not covered

A claim relating to the following:

- 1 the original application or renewal application of a statutory licence, mandatory registration or British Standard Certificate of Registration
- 2 the ownership, driving or use of a motor vehicle.



## Contract disputes

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

### What is covered

Costs and expenses for:

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 (incl VAT)
- b) if the amount in dispute exceeds £5,000 (incl VAT), **you** must pay the first £500 of any claim. If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn
- c) if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £500 (incl VAT)
- d) if the dispute relates to money owed to **you**, a claim under the policy is made within 90 days of the money becoming due and payable.

### What is not covered

A claim relating to the following:

- 1 a dispute arising from an agreement entered into prior to the start of this policy if the **date of occurrence** is within the first 90 days of the start of this policy, unless equivalent legal expenses insurance was in force immediately before
- 2
  - a) a dispute relating to an insurance policy, other than when your insurer refuses **your** 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. However, **we** will cover a dispute with a professional adviser in connection with these matters
  - 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**. (Please refer to insured incident **Employment disputes and compensation awards**.)
- 4 a dispute which arises out of the:
  - sale or provision of computer hardware, software, systems or services; or
  - the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **your** own specification
- 5 the recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists
- 6 a dispute arising from a breach or alleged breach of professional duty by an **insured person**.

## Debt recovery

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

### What is covered

Costs and expenses for:

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 (incl 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.



### What is not covered

A claim relating to the following:

- 1 any debt arising from an agreement entered into prior to the start of the policy if the debt is due within the first 90 days of the start of this policy, unless equivalent legal expenses insurance was in force immediately before
- 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. However, **we** will cover a dispute with a professional adviser in connection with these matters  
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.

### Property protection

#### What is covered

Costs and expenses for:

A civil dispute relating to physical property which is owned by **you**, or is **your** responsibility following:

- 1 any event which causes physical damage to such physical property; or
- 2 a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it); or
- 3 a trespass.

*Please note that **you** must have, or there must be reasonable prospects of establishing **you** have, the legal ownership or right to the physical property that is the subject of the dispute.*

#### What is not covered

A claim relating to the following:

- 1 a contract **you** have entered into (please refer to insured incident Contract disputes)
- 2 physical property which is in transit or which is 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 that is an insured incident under this policy
- 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**.

### Personal injury

#### What is covered

At **your** request, **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.

#### What is not covered

A claim relating to the following:

- 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.

## Tax protection

### What is covered

Costs and expenses for:

- 1 A tax enquiry
- 2 An employer compliance dispute
- 3 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**. Please see the section titled **Our agreement** at the start of this policy.*

### What is not covered

A claim relating to the following:

- 1 a tax avoidance scheme
- 2 any failure to register for Value Added Tax or Pay As You Earn
- 3 any 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 any claim relating to import or excise duties and import VAT
- 5 any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

## Policy exclusions

We will not pay for the following:

### 1 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.

### 2 Costs we have not agreed

**Costs and expenses** incurred before **our** expressed acceptance.

### 3 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**, **2 Compensation awards** and **Legal defence**.

### 4 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**.

### 5 Intellectual property rights

Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.

### 6 Wilful acts

Any wilful act or omission of an **insured person** deliberately intended to cause a claim under this policy.

### 7 Franchise or agency agreements

Any claim relating to rights under a franchise or agency agreement entered into by **you**.

### 8 A dispute with DAS

Any claim under this policy for a dispute with **us**. For disagreements with **us** about the handling of a claim refer to Policy condition 8.

### 9 Shareholding or partnership disputes

Any claim relating to a shareholding or partnership share in the **business**.

### 10 Judicial review, coroner's inquest or fatal accident inquiry

**Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

### 11 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, act of 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.

### 12 Bankruptcy

Any claim where either at the start of, or during the course of a claim:

- a) **you** are declared bankrupt
- b) **you** have filed a bankruptcy petition
- c) **you** have filed a winding-up petition
- d) **you** have made an arrangement with **your** creditors
- e) **you** have entered into a deed of arrangement
- f) **you** are in liquidation
- g) part or all of **your** affairs or property are in the care or control of a receiver or administrator.

## 13 Defamation

Any claim relating to written or verbal remarks that damage the **insured person's** reputation.

## 14 Litigant in person

Any claim where an **insured person** is not represented by a law firm, barrister or tax expert.

## Policy conditions

### 1 Your representation

- a) On receiving a claim, if representation is necessary, **we** will appoint a **preferred law firm** or tax consultancy 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 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, if **you** prefer, choose a law firm or tax expert of **your** own choice 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** who 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**. The amount **we** will pay a law firm (where acting on **your** behalf) is currently £100 per hour.

This amount may vary from time to time.

- 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.

### 2 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 them to.

### 3 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** expressed consent.
- b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** will not 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 **our** 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.

### 4 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.

### 5 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**.

### 6 Withdrawing cover

- a) 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.
- b) If during the course of a claim **reasonable prospects** no longer exist the cover **we** provide will end at once. **We** will pay any **costs and expenses** and compensation awards **we** have agreed to, up to the date cover was withdrawn.

## 7 Expert opinion

If there is a disagreement between an **insured person** and **us** on the merits of the claim or proceedings, or on a legal principle, **we** may suggest the **insured person** obtains at their own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by **us** and the cost expressly agreed in writing between the **insured person** and **us**. Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **insured person** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence. This does not affect the **insured person's** rights under Policy condition 8.

## 8 Arbitration

If there is a disagreement between an **insured person** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure the **insured person** can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by the **insured person** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the **insured person** and **us** or may be paid by either the **insured person** or **us**.

## 9 Keeping to the policy terms

An **insured person** must:

- a) keep to the terms and conditions of this policy
- 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.

## 10 Cancelling the policy

**You** can cancel this policy by telling **us** at any time as long as **you** tell **us** at least 14 days beforehand. **We** can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand.

Subject to the terms of business between **you** and the person who sold **you** this policy, **you** may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of business between **you** and the person who sold **you** this policy. Please contact them directly for full details of charges.

## 11 Fraudulent claims

**We** will, at **our** discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/or **we** will not pay the claim if:

- a) a claim the **insured person** has made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
- b) a false declaration or statement is made in support of a claim.

## 12 Claims under this policy by a third party

Apart from **us**, **you** are the only person who may enforce all or any part of this policy 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 the policy in relation to any third-party rights or interest.

## 13 Other insurances

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

## 14 Law that applies

This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **your business** is registered. Otherwise the law of England and Wales applies.

All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

## How to make a complaint under this section

We always aim to give the **insured person** a high quality service. If the **insured person** thinks we have let them down, they can contact us by:

- phoning **0344 893 9013**
- emailing **customerrelations@das.co.uk**
- writing to the **Customer Relations Department | 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 the **insured person** is not happy with the complaint outcome or if we've been unable to respond to their complaint within 8 weeks, they can, provided you are an eligible small business, charity or trust, ask the Financial Ombudsman Service for a free and independent review of their complaint.

The **insured person** 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**

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 the **insured person** is unhappy with the service provided by an **appointed representative** the relevant complaint-handling procedure is available on request.

## 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**

## Data protection

To comply with data protection regulations we are committed to processing 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 name, address, date of birth, email address and, on occasion, dependent on the type of cover in place, sensitive information such as medical records. This is for the purpose of managing the products and services in place and this may include underwriting, claims handling and providing legal advice. We will only obtain personal information either directly from you, the third party dealing with your claim or from the authorised partner who sold this policy.

## Who we are

DAS Legal Expenses Insurance Company Limited is part of DAS UK Holdings Limited (DAS UK Group). The uses of personal data by us and members of the DAS UK Group are covered by our individual company registrations with the Information Commissioner's Office. DAS has a Data Protection Officer who can be contacted at **dataprotection@das.co.uk**

## How we will use your information

We may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of the DAS UK Group, so they may contact you for your feedback. If the policy includes legal advice we may have to send the personal information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover in place, the personal information may also be sent outside the EEA so the service provider can administer the claim.

We will take all steps reasonably necessary to ensure the personal data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

We will not disclose the 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 personal 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.

### **What is our legal basis for processing your information?**

It is necessary for **us** to use the personal information to perform our obligations in accordance with any contract that **we** may have with the person taking out this policy. It is also in **our** legitimate interest to use the personal information for the provision of services in relation to any contract that **we** may have with the person taking out this policy.

### **How long will your information be held for?**

**We** will retain personal data for 7 years. **We** will only retain and use the personal data thereafter as necessary to comply with **our** legal obligations, resolve disputes, and enforce **our** agreements. If **you** no longer want **us** to use the personal data, please contact **us** at [\*\*dataprotection@das.co.uk\*\*](mailto:dataprotection@das.co.uk)

### **What are your rights?**

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held.

Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer  
DAS Legal Expenses Insurance Company Limited  
DAS House  
Quay Side  
Temple Back  
Bristol  
BS1 6NH

Or via email: [\*\*dataprotection@das.co.uk\*\*](mailto:dataprotection@das.co.uk)

### **How to make a complaint**

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above. If **you** remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision.

The Information Commissioner can be contacted at:

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

[\*\*www.ico.org.uk\*\*](http://www.ico.org.uk)



# General exclusions

The following exclusions do not apply to Sections B – Employers' liability, D – Personal accident, E – Business travel and G – 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 Section A – Public and products liability this will not exclude subsequent **damage** or consequential loss, additional expenditure or extra expenses not otherwise excluded 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, 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

**Applicable to Sections C – Contractors' 'all risks' and F – Business contents only**

- 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
- b) consequential loss directly or indirectly caused by or arising from **virus or similar mechanism** or **hacking** or **denial of service attack**

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

**Applicable to Sections C – Contractors' 'all risks' and F – Business contents only**

**damage** or consequential loss 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

### Applicable to Sections C – Contractors' 'all risks' and F – Business contents only

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 G – Legal expenses unless stated otherwise below. Other special conditions that may be applicable to a section of cover will be set out in the section of cover.

## 1. Alteration

**You** must notify **us** as soon as possible during the period of insurance if there is any change in circumstances which materially 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** may no longer be able to provide **you** with cover.

If **you** do not notify **us** of any such change this policy may be affected in one or more of the following ways depending on what **we** would have done had **we** known about the change in circumstances:

- a) if **we** would not have continued to provide **you** with any cover **we** may treat this policy as if it did not exist from the date of the change in circumstances; or
- b) if **we** would have applied different terms to the cover **we** may treat this policy as if those different terms applied from the date of the change in circumstances; and/or
- c) 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.

**You** should keep a record (including copies of letters) of all information supplied to **us** in connection with this insurance.

## 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 the 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. 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.

## 6. 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 and the non-disclosure or misrepresentation by **you** is proven by **us** to be deliberate or reckless **we** may from the relevant date specified in clause d):
- i) treat this policy as if it had not existed; and
  - ii) not return the premium paid by **you**.
- c) If **you** do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless the cover, meaning this policy or the changes made to it, may be affected from the relevant date in clause d) 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 the cover **we** will have the option to treat the cover as if it had not existed and repay the premium paid for such cover; or
  - 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; and/or
  - 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) Clauses b) and c) apply with effect from inception, renewal or the date of the changes, depending on when the non-compliance occurred. **We** may also recover any claims payments which have already been made to the extent that the cover under which such payments were made is being treated as if it did not exist or as if it had been subject to different terms under which the claim would not have been payable.
- e) 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.

## 7. 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.

## 8. Housing Grants, Construction and Regeneration Act 1996

If a dispute under a construction contract defined in the Housing Grants, Construction and Regeneration Act 1996 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**.

## 9. 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.

## 10. Payment by instalments

Reference to the payment of premium includes payment by monthly instalments. If **you** pay by this method this policy remains an annual contract and the date of the payment and the amount of instalments 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 applicable the credit agreement and this policy will be cancelled immediately.

## 11. Premium adjustments

**Applicable to the whole policy including Section G – Legal expenses**

If any changes are made to the policy during the period of insurance that result in an additional or return premium of less than £100 plus insurance premium tax then this premium adjustment will not be charged or refunded (£50 plus insurance premium tax in respect of terrorism changes).

## 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 G – Legal expenses unless stated otherwise below.

## 1. Claim notification

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) seven days for **damage** by riot or civil, labour or political disturbances or vandals or malicious people
  - ii) 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. 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.

## 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 occurrence giving rise to a claim there is any other insurance effected by **you** or on **your** behalf providing an indemnity in respect of such claim **our** liability will be limited to its rateable proportion. If any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this policy in whole or in part or from contributing proportionally **our** liability under this policy will be limited to any excess beyond the amount which would be payable under such other insurance had this policy not been effected.

## 5. 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.

## 6. Salvage

**We** have the right to the salvage of any insured property.

## 7. Section F – Business contents

In respect of each item on Section F – Business contents **we** will pay the cost of **reinstatement** of the **damaged** part of the property insured.

Provided that:

- a) the cost of **reinstatement** is actually incurred; and
- b) the work of **reinstatement** is done without unreasonable delay; and
- c) if the property insured is also insured under any other policy the same basis of settlement applies under both policies.

Where provisos a), b) or c) are not complied with **we** will pay **you** the lesser of:

- i) the amount of reduction in value of the property insured caused by its **damage** after deducting for wear and tear occurring before the **damage**
- ii) the cost for which repairs could have been completed.

The amount **we** pay will be adjusted for the **excess**.

## **8. 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.

**DAS Head and Registered Office:**

DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH

Registered in England and Wales | Company Number 103274

Website: [www.das.co.uk](http://www.das.co.uk)

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

**DAS Law Limited Head and Registered Office:**

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Registered in England and Wales | Company Number 5417859

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Registered in England & Wales No. 09705173.

**Zurich Management Services Limited**

Registered in England and Wales, number 2741053.

Registered Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

**Zurich Insurance plc**

A public limited company incorporated in Ireland. Registration No. 13460.

Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985.

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