Shop
Policy
How we use your personal information

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

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

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

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

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

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

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

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

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

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

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

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

**How we use your personal information for websites and email communications**

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

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

**How we transfer your personal information to other countries**

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

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

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

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

**Your data protection rights**

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

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

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

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

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

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

**Fraud prevention and detection**

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

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

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

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

This helps to check information provided and prevent fraudulent claims.

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

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

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

Claims helpline
Not applicable to Sections I – Legal expenses, J – Employee dishonesty, K – Personal accident and L – Business travel. For claims under those sections please refer to that section of cover for contact details.

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

0800 302 9055

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

- your name and company details
- the policy number.

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

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

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

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

Please refer to the applicable claims conditions for further information.

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

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

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

The following service is provided by First Recovery Limited.

Emergency disaster recovery service
This benefit is only available if Section B – Business interruption and book debts is stated as operative in the schedule.

As a Zurich customer your business will benefit from the emergency disaster recovery service provided by First Recovery Limited.

Should any of your premises suffer damage by an insured event which makes them unfit for occupation, First Recovery Limited will provide you with emergency disaster recovery services to get your business back up and running.

The service
Within one working day (please note Northern Ireland clients within 2 working days) of notification, First Recovery Limited will supply:

a) Emergency alternative office accommodation and a computer network for up to 6 key staff
b) redirection of telephone lines
c) connectivity with internet
d) assistance with reinstatement of your data.

For further information please visit www.firstrecovery.co.uk or email zurich@firstrecovery.co.uk .

In using these services you acknowledge that all rights and obligations relating to the provision of these services rest with First Recovery Limited and that you will have no recourse to Zurich Insurance plc in this regard.
Zurich Travel Assistance
Call +44 (0)1489 868 888 or visit www.zurich.co.uk/travelassistance

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

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

To help you proactively identify and manage issues before they occur, our risk management 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 Santia Consulting Limited under contract to Zurich Insurance plc.

The following service is provided by Digital Forensic Insurance Services Limited.

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:

- data loss following accidental/malicious deletion or equipment failure
- theft of electronically held intellectual property to include company, customer or general databases, plans, specifications, drawings or any other confidential company data
- breach of the Computer Misuse Act 1990 to include internal or external hacking
- 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
- cyber crime to include theft or fraud or criminal misappropriation
- misuse of company mobile IT equipment to include laptops, mobile phones, PDAs, plug-in devices and the like.

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

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

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

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

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

Helpline services
You can contact the DAS UK-based call centres 24 hours a day, seven days a week. However, DAS may need to arrange to call you back depending on the enquiry.

To help DAS check and improve their service standards, they record all inbound and outbound calls, except those to the counselling service. When phoning, please advise DAS of your policy number and the name of the insurance provider who sold you the policy.

Legal advice helpline
Call 0344 893 9022 when you require legal advice

DAS provides confidential legal advice over the phone on any commercial legal problem affecting your business, under the laws of any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

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

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

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

Tax advice is provided by tax advisors 9am – 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, a DAS Tax Advisor will call you back.

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

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

Health and medical information service
Call 0344 893 9022 for health and medical information
DAS will give your employees information over the phone on general health issues and advice on a wide variety of medical matters. They can give your employees information on all health services including NHS Dentists.

Health and medical information is provided by qualified nurses 9am – 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.

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

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

DAS Business Law
Visit www.dasbusinesslaw.co.uk for online legal advice and documents. When registering, please use the following code which will provide you with access to a range of free documents: DAS472301
Using www.dasbusinesslaw.co.uk you can create ready-to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by you using the DAS smart document builders. You can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts.

The service also provides useful tools, articles and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help you keep your business one step ahead.

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

These helplines are provided by DAS. If you have a complaint about the service or about the way you have been treated, please write to: DAS Customer Relations Department at:
DAS House, Quay Side, Temple Back, Bristol BS1 6NH.
Alternatively you can contact DAS by telephone on: 0117 934 0066, or email: customerrelations@das.co.uk.

To help check and improve service standards calls are recorded other than calls to the Counselling Service.

Zurich Insurance plc, First Recovery Limited, Zurich Management Services Limited, Santia Consulting Limited, DAS and Digital Forensic Insurance Services Limited will not accept responsibility if any of the helplines are unavailable for reasons Zurich Insurance plc, First Recovery Limited, Zurich Management Services Limited, Santia Consulting Limited, DAS and Digital Forensic Insurance Services Limited cannot control.
Your Shop Policy

This policy is a contract between you and Zurich in respect of the entire policy except section I 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 I)
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.
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 I. 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.

**Approved maintenance agreement**
An agreement which provides for on-call remedial maintenance encompassing free repair or replacement of equipment in the event of breakdown arising out of normal use.

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

**Breakdown**
The electrical or mechanical failure of equipment arising from internal causes which requires repair or replacement to enable normal operation to continue.

**Buildings**
The buildings of the premises for which you are legally responsible including residential accommodation and outbuildings used in connection with the business or for domestic purposes and including:

a) landlord’s fixtures and fittings
b) extensions, annexes, canopies, fixed signs, gangways, conveniences, lamp posts and street furniture
c) walls, gates and fences
d) foundations
e) drains, sewers, ducting, cables, wires and associated control gear and accessories on the premises and extending to the public mains
f) adjoining and specifically associated yards, car parks, roads, pavements and forecourts all constructed of solid materials.

Excluding landlords’ contents.

**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) your participation in exhibitions.

**Business interruption**
Loss resulting from interruption of or interference with the business carried on by you at the premises in consequence of damage to property used by you at the premises for the purpose of the business.

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

**Computers**
Computer hardware and its peripheral devices used for electronic processing, communication and storage of data.

**Contents**
Trade fixtures and fittings, machinery, equipment and any other contents including:

a) the shop front and if fixed to the buildings, any external signs, fitments and blinds
b) any telephone installation, gas or electricity meter
c) business books but only for their value as stationery plus the cost of clerical labour necessary to reproduce them
d) computer systems records but only for the cost of the materials and the clerical labour and computer time necessary to reproduce them up to £10,000
e) tenants improvements and decorations up to the limit stated in the schedule

all contained in or on the buildings at the premises and belonging to you or for which you are responsible.

Excluding:

i) stock
ii) glass in the shop front
iii) personal effects
iv) landlord’s fixtures and fittings
v) motor vehicles and their accessories
vi) livestock
vii) deeds, bonds, bills of exchange, promissory notes, securities, medals, coins or stamps forming part of a collection
viii) documents, manuscripts, plans, patterns, models, moulds or designs
ix) any cost in respect of producing information to be recorded in documents, manuscripts, business books or computer system records
x) explosives
xi) money
xii) property more specifically insured
xiii) jewellery
xiv) contents in the open.

Damage
Physical loss, destruction or damage.

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

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

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

a) additional cost of reinstatement to comply with European Union and public authority requirements
b) professional fees
c) debris removal costs.

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

a) generation of excess traffic into network addresses
b) exploitation of system or network weaknesses
c) generation of excess or non-genuine traffic between and amongst networks.

Employee
Any natural person who is:

a) under a contract of service or apprenticeship with you
b) under a work experience or similar scheme
c) hired or borrowed by you from another employer and working for and while under your direct control or supervision in connection with the business.

Equipment
Electrically and mechanically powered machinery and equipment, including computers forming part of the contents.

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.

Ground heave
The upward movement of the ground beneath the buildings as a result of the soil expanding.

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.

Landslip
The sudden movement of soil on a slope or the gradual creep of a slope over time.

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

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

Nuclear installation
Any installation of a class or description as may be prescribed by regulations made by the Secretary of State by statutory instrument being an installation designed or adapted for the:

a) production or use of atomic energy
b) 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) 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.

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.

Premises
The premises stated in the schedule.

Reinstatement
a) The rebuilding or replacement of property suffering damage which provided that our liability is not increased may be carried out:
   i) in any manner suitable to your requirements
   ii) upon another site
b) the repair or restoration of property suffering damage in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

Stock
Stock and materials in trade and goods in trust contained in the buildings of the premises and owned by you or for which you are responsible excluding stock in the open.

Subsidence
The downward movement of the bearing soil on which the building rests.

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.

Underinsurance
a) In respect of each item and each individual premises stated in the schedule or certificate to be insured on the day 1 inflation protection basis. If at the time of damage the declared value of the property covered by such item is less than the cost of reinstatement at the start of the period of insurance then you will be considered your own insurer for the difference and will bear a proportionate amount of any loss
b) In respect of all other items and individual premises. If at the time of damage the sum insured under any item which is stated to be subject to underinsurance is less than the full reinstatement value of the property insured under that item you will be considered your own insurer for the difference and will bear a proportionate amount of any loss.

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

Unoccupied
Any building or part of building or flat which is empty, disused, unfurnished or no longer in active use by you or any of your tenants.

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 I – Legal Expenses: Zurich Insurance plc.
b) In respect of Section I: DAS Legal Expenses Insurance Company Limited.

You or your
The person, people or the company stated in the schedule as the policyholder.
Section A – Material damage

Cover

In the event of damage to property insured shown in the schedule by any of the insured events 1 to 9 and if stated in the schedule 10, occurring 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 property including additional costs is:

a) the sum insured or limit applicable to that item as stated in the schedule or this policy 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.

Unless otherwise stated in this policy, schedule or by endorsement the Insured events applicable to Section A numbers 1 to 9 inclusive are operative to the whole of this section.

Insured event 10 – Material damage ‘All risks’ is only operative if stated in the material damage section of the schedule.

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

Insured events applicable to Section A – Material damage

1. Fire

   Fire, lightning, explosion or earthquake.

2. Theft

   Theft or attempted theft involving:
   a) forcible and violent entry to or exit from a building at the premises
   b) bodily injury or threat of bodily injury against you or your employees.

   Excluding:
   i) theft or attempted theft of the fabric of the buildings
   ii) contents and stock in excess of £1,000 contained in outbuildings
   iii) theft or attempted theft caused or contributed to by any of your employees
   iv) damage to cash registers unless the drawer has been left open and all money removed whenever the premises is closed for business or unattended
   v) damage or business interruption unless all existing devices for securing the buildings of the premises are put into full and effective operation whenever the premises is closed for business or unattended.

3. Riot or civil commotion or malicious people

   Riot or civil, labour or political disturbances or vandals or malicious people.

   Excluding damage or business interruption:
   a) caused by theft or attempted theft
   b) arising from confiscation, requisition or destruction by order of government or any public authority
   c) resulting from stoppage of work.
4. **Storm or flood**
   Storm or flood.
   Excluding damage or business interruption:
   a) caused by frost, subsidence, ground heave or landslip
   b) in respect of gates and fences
   c) due solely to a change in the water table level
   d) in respect of stock contained in the basement of the buildings unless placed on racks or stillages at least 15 centimetres above the floor.

5. **Escape of water**
   Escape of water from any fixed water apparatus.
   In respect of any buildings insured under Section A1 we will also pay for damage to any fixed water apparatus caused by freezing or forcible or violent bursting.
   Excluding damage or business interruption in respect of stock contained in the basement of the buildings unless placed on racks or stillages at least 15 centimetres above the floor.

6. **Impact**
   Impact by:
   a) aircraft or other aerial devices
   b) any vehicle
   or articles falling from them
   c) animals.

7. **Aerials**
   Falling aerials, aerial fittings or masts.
   Excluding damage or business interruption arising from the erection, dismantling, repairing or maintenance of aerials, aerial fittings or masts.

8. **Leakage of fuel**
   Leakage of fuel oil used solely for the heating of the buildings.

9. **Subsidence**
   Subsidence, ground heave or landslip.
   Excluding:
   a) damage or business interruption:
      i) caused by or arising from the settlement or movement of made up ground or by coastal or riverbank erosion
      ii) occurring while the buildings or any part of the buildings are in the course of erection, demolition, structural alteration or structural repair
      iii) caused by or arising from normal settlement or bedding down of structures within 2 years of completion or during the contract maintenance period whichever is the longer
   b) i) damage which originated prior to the inception of this Insured event
      ii) business interruption resulting from damage which originated prior to the inception of this Insured event
c) i) **damage** to yards, forecourts, car parks, roads, pavements, posts, patios, terraces, walls, gates, fences, garden landscaping and paving

ii) **business interruption** resulting from **damage** to yards, car parks, roads, pavements, forecourts, posts, patios, terraces, walls, gates, fences, garden landscaping and paving

unless there is **damage** to a **building** at the **premises** at the same time and from the same cause.

You must give **us** notice immediately you become aware of any building, demolition or excavation operations being commenced on any site adjoining the **premises**. Such building, demolition or excavation operations will constitute an alteration in risk and **we** will not have accepted the revised risk unless **we** confirm in writing. **We** may need to vary the cover in respect of **damage** and **business interruption** caused by or arising from **subsidence**, **ground heave** or **landslip** in respect of the relevant **premises**. You will be under no obligation to accept the amended terms but **we** will not accept the revised risk until **you** do so which may mean **your** **subsidence**, **ground heave** and **landslip** cover at the relevant **premises** is no longer valid and claims are not met.

### 10. Material damage ‘All risks’

This Insured event is optional and is only operative if stated in the schedule.

Damage by any cause.

Excluding:

a) **damage** or **business interruption**:

i) caused by or resulting from any of Insured events 1 to 9

ii) excluded under Insured events 1 to 9

b) **damage** or **business interruption** caused by or happening through faulty or defective design, materials, handling or workmanship, inherent fault or defect, undiscovered defect, gradual deterioration or wear and tear

this will not exclude subsequent **damage** or **business interruption** resulting from any other cause which happens afterwards and is not otherwise excluded

c) **damage** or **business interruption** caused by or happening through:

i) corrosion, rust, change in temperature, dampness, wet or dry rot, shrinkage, evaporation, loss of weight, loss of any liquid by leakage of its container, moth, vermin, insects, marring or scratching

ii) change in colour, flavour, texture or finish

iii) mechanical or electrical **breakdown** or derangement of the particular machine, apparatus or **equipment** in which the **breakdown** or derangement originates

this will not exclude such **damage** or **business interruption** if it results from a cause which is not otherwise excluded

d) i) **damage** to **buildings** caused by its own collapse or cracking

ii) **business interruption** resulting from collapse or cracking of a building

this will not exclude such **damage** or **business interruption** if it results from a cause which is not otherwise excluded

e) **damage** or **business interruption** caused by or consisting of:

i) disappearance, unexplained or inventory shortage, misfiling or misplacing of information

ii) cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes or pipes, nipple leakages and/or the failure of welds or boilers

this will not exclude:

i) **damage** or **business interruption** if it results from a cause which is not otherwise excluded

ii) subsequent **damage** or **business interruption** if it results from another cause which happens afterwards and is not otherwise excluded
f) **damage** or **business interruption** caused by or resulting from:
   i) any process of cleaning, repairing, restoring, cutting, preparation or fitting
   ii) theft or attempted theft
   iii) acts of fraud or dishonesty
   iv) felling or lopping trees

   g) **damage to**:
      i) property in transit other than as covered under Additional cover A2 Property temporarily removed
      ii) property or structures in course of construction or erection and materials or supplies in respect of that property
      iii) gates or fences or moveable property in the open caused by wind, rain, hail, sleet, snow, flood or dust
      iv) gaming machines and the baize playing surface of playing tables when in use

   h) accidental breakage or cracking of fixed glass or sanitaryware

   i) in respect of Section A – Material damage, cost or expense of any kind not directly associated with the incident that caused you to claim unless expressly stated to be insured.

**Special exclusion applying to the Insured events**

1. **Pollution or contamination**
   Insured events 1 to 10 exclude **damage** or **business interruption** caused by or resulting from pollution or contamination unless:

   a) pollution or contamination is caused by an Insured event 1 to 6 or

   b) Insured events 1 to 9 and if stated in the schedule 10 operate as a direct result of pollution or contamination.

**Material damage additional cover extensions**

*Applicable to the whole of Section A – Buildings, contents and stock*

1. **Additional costs**
   a) For each item under Section A we will pay:
      i) architects’, surveyors’, legal and consulting fees reasonably and necessarily incurred in the reinstatement or repair of property resulting from its **damage** but not fees for preparing a claim
      ii) costs incurred in boarding up, shoring up or weatherproofing those parts of the property that have suffered **damage**
      iii) the cost of complying with any European Union, government or local authority requirements following **damage** excluding:
         1) costs where you were given notice of the requirements prior to the **damage** occurring
         2) the cost of work stipulated in any notice already served upon you
         3) costs relating to undamaged property except undamaged foundations of damaged **buildings**.

   b) The insurance in respect of **buildings** includes the cost of clearing that part of the property that has suffered **damage** from the site of that **damage** and the surface area immediately adjacent to it.

2. **Automatic reinstatement of the sum insured**
   The sum insured by each item will not be reduced by the amount of any claim unless we or you confirm to the contrary within 21 days of the claim being notified to us and provided that:

   a) you pay an additional premium if required by us to reinstate the sum insured for the period from the date of the loss to expiry of the period of insurance; and

   b) you take immediate steps to carry out any amendments in the protections of the property insured that we acting reasonably may require.

   The most we will reinstate in any one period of insurance is the sum insured by each item.
3. **Capital additions**

   This section includes:

   a) any newly acquired **buildings** or **contents** in the **territorial limits** not otherwise insured
   
   b) alterations, additions and improvements to **buildings** or **contents**

   but not for any increase in value during the current period of insurance at any of the premises insured under this policy.

   Provided that:

   i) the most **we** will pay at any one situation is 10% of the sum insured for **buildings** and **contents** up to a maximum of £500,000.
   
   ii) **you** tell **us** as soon as reasonably possible of any extension of cover detailed above and arrange insurance cover from the date that our liability commenced.

4. **Glass**

   **We** will pay for accidental breakage of fixed glass in windows, doors, showcases, counters and shelves which **you** are legally responsible for at the **premises**.

   The most **we** will pay is the cost of replacing broken glass with glass of similar quality or as otherwise recommended by British Standard code of practice BS 6262.

   **We** will also pay up to £500 for:

   a) the cost of boarding up until the broken glass is replaced
   
   b) damage to **contents** or **stock** caused by breakage of glass in the shop front
   
   c) damage to frames and framework of any description and the cost of removing or replacing any **contents** or **stock** which may have to be removed to replace the glass.

   Provided that:

   i) cover is not otherwise excluded by any of insured events 1 to 9.

   Excluding:

   1) *silvering*, lettering, bending or ornamenting any glass in excess of £1,000 any one loss
   
   2) breakage of cracked or scratched glass
   
   3) **damage** resulting from repairs or alterations to the **premises**
   
   4) **damage** to glass that is more specifically insured elsewhere.

5. **Inflation protection – day 1**

   Applicable to each item insured on the day 1 inflation protection basis as stated in the schedule.

   a) At the start of each period of insurance **you** will notify **us** of the **declared value** of the property insured by each of the applicable items. If **you** do not declare this **we** will take the last amount declared by **you** as the **declared value** for the following period of insurance.

   b) **Our** liability for the repair or restoration of property partly **damaged** will not exceed the amount which would have been payable had that property been totally destroyed.

   c) Where because of provisos a) i), ii) or iii) of Claims condition 7 claims are payable under paragraphs a) 1) or 2) of Claims condition 7 the sum insured under each item will be the **declared value** uplifted by the percentage stated in the schedule at the time of the **damage**.

6. **Inflation protection – index linking**

   If index linking is stated in **your** schedule as applying **we** will automatically adjust the sums insured for **buildings**, **stock** and **contents** in line with changes in suitable indices of cost. This adjustment will continue after any **damage** if the repairs or reinstatement are done without delay.

   **We** will not charge any extra premium during the period of insurance but at the end of the period **we** will calculate the renewal premium based on the revised sum insured.
7. **Landscaped gardens**

We will pay reasonable costs and expenses necessarily incurred with our prior consent in repairing any damage caused by the emergency services to landscaped gardens at the premises for which you are legally responsible provided that the emergency services have attended your premises in response to damage caused by an operative insured event.

The most we will pay for any one occurrence is the limit stated in the schedule.

Excluding:

a) the cost of movement of soil with the exception of soil necessary for surface preparation
b) the failure of trees, shrubs or turf to become established following planting or replanting
c) the failure of seed to germinate.

8. **Metered supplies**

We will pay for excess water, gas or electricity supply charges demanded from you by the supply authority following loss of metered supplies as a result of damage by insured events 1 to 9 and if stated in the schedule 10 to fixed pipes, apparatus and tanks provided that you have kept a weekly written record of meter readings from the supply authority.

The most we will pay for any one occurrence is the limit stated in the schedule.

9. **Other interests**

The interest of any freeholder, mortgagee, lessor, heritable creditor ‘Primo Loco’ or ‘Secundo Loco’ or similar party is noted. The nature and extent of such additional interests must be disclosed immediately following damage which is the subject of any claim.

10. **Sanitaryware**

We will pay for accidental breakage of fixed sanitaryware at the premises for which you are legally responsible.

Excluding damage resulting from repairs or alterations to the premises.

11. **Trace and access**

In the event of damage to property insured caused by insured events 5 or 8 we will also pay for:

a) reasonable costs and expenses necessarily incurred in locating the source of the damage
b) reasonable costs and expenses necessarily incurred in repairing any damage caused in locating the source of the damage.

The most we will pay for any one occurrence is the limit stated in the schedule.

12. **Unauthorised use of electricity, gas, oil or water**

We will pay the cost of metered electricity, gas, oil or water for which you are legally responsible arising from its unauthorised use by persons taking possession, keeping possession or occupying the premises without your authority.

Provided that all practicable steps are taken to terminate unauthorised use as soon as it is discovered

The most we will pay is £10,000 or 10% of the sum insured for Section A of the relevant premises whichever is the lesser.

13. **Underground cables**

We will pay the cost of accidental damage to underground cables, pipes or tanks servicing the buildings which you are legally responsible for.
Applicable to Section A1 – Buildings

1. **Loss of rental income**
   If any buildings are made uninhabitable as a result of damage we will pay for your loss of rental income until the building is repaired or reinstated.
   The most we will pay for any one occurrence is the limit stated in the schedule.
   The work of repair or reinstatement must be done without delay.

2. **Selling your buildings**
   If you are selling your buildings we will insure the buyer up to the date the contract is completed unless they have arranged their own insurance. The buyer must comply with the terms and conditions of this policy.

Applicable to Section A2 – Contents and stock

1. **Customers’ effects**
   We will pay for damage by Insured events 1 to 9 and 10 if stated in the schedule to clothing and personal effects of your customers.
   The most we will pay for any one occurrence is the limit stated in the schedule.
   Excluding jewellery and furs.

2. **Debris removal costs**
   We will pay for costs and expenses incurred in removing debris of the contents and stock at the premises and the area immediately adjacent following damage by insured events 1 to 9 and if stated in the schedule 10.
   Excluding costs or expenses arising from pollution or contamination of property not insured by this policy.

3. **Equipment breakdown**
   We will pay:
   a) for damage to equipment during the period of insurance at the premises caused by its breakdown which you are legally responsible for under an approved maintenance agreement
   b) repair investigation costs necessarily and reasonably incurred by you.
   c) additional costs to make temporary repairs necessarily and reasonably incurred by you.
   Provided that:
   i) you back up data records at least once every seven days and either
      1) store records at the premises in a fire resisting data cabinet of at least two hours fire resistance or
      2) store records elsewhere than at the premises and
      3) store all computer media in accordance with the manufacturer’s recommendations
   ii) you supply us with a copy of any approved maintenance agreement on request.
   The most we will pay for any one occurrence is the limit stated in the schedule.
Excluding:

A) damage caused by or happening through
   a) damage to any item of equipment or occasioned by its own breakdown unless there is in force an approved maintenance agreement in respect of the item
   b) damage to equipment which any manufacturer, supplier, agent or maintenance undertaking is responsible for under the terms of a guarantee or maintenance agreement, rental, hire or lease agreement
   c) damage to any device for safety or protection when it operates for that purpose or to bulbs, heating elements, photo-electric cells, transistors, batteries, LCD or plasma displays, cathode ray tubes and similar apparatus
   d) non-compliance by you with the maintenance requirements specified by the equipment manufacturer or supplier.

B) the value to you of data stored on equipment or computer media.

4. Exhibition cover
   We will pay for damage to contents or stock by Insured events 1 to 9 and if stated in the schedule 10, while at exhibitions within the territorial limits or the Republic of Ireland.
   The most we will pay for any one exhibition is the limit stated in the schedule.
   Excluding your personal belongings or those of your directors, employees or visitors.

5. Personal effects
   We will pay for damage by Insured events 1 to 9 and if stated in the schedule 10 to your pedal cycles, clothing and personal effects or those of your employees.
   The most we will pay for any one occurrence is the limit stated in the schedule.
   Excluding jewellery and furs.

6. Property temporarily removed
   We will pay for damage to contents while temporarily removed from the premises for cleaning, renovation, repair or similar purposes provided that the damage is caused by an operative Insured event and the contents are within the territorial limits or the Republic of Ireland at the time of damage.
   The most we will pay for any one occurrence is the limit stated in the schedule.
   Excluding:
   a) damage to your personal belongings or those of your directors, employees or visitors
   b) damage caused by storm or flood while in the open.

7. Seasonal increase
   The sums insured in respect of stock will be automatically increased each year by the percentage amount during the time period stated in the schedule.

8. Theft damage to buildings
   We will pay for damage to the buildings of the premises resulting from theft or attempted theft of contents or stock to the extent that theft is insured under this section.
   Provided that:
   a) you are legally responsible for repairing the damage
   b) in respect of damage to glass the police accept that the damage is evidential until proven otherwise of theft or attempted theft
   c) the buildings of the premises that sustain damage are not insured under this policy.
9. **Theft of keys**

We will pay for the necessary replacement of locks following the loss of keys, card keys and swipe cards or other similar access control devices to the buildings or to any safe or strong room in the buildings as a result of theft from:

a) the buildings

b) the home of any director or employee.

The most we will pay for any one occurrence is the limit stated in the schedule.

Excluding loss of keys to any safe where the keys have been left in the buildings overnight.

Section A1 – Buildings

**Material damage**

This section is only operative if stated in the schedule.

**Cover**

In the event of damage to buildings insured shown in the schedule by Insured events 1 to 9 and if stated in the schedule 10 occurring 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 buildings including additional 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.

Unless otherwise stated in this policy, schedule or by endorsement the Insured events applicable to Section A numbers 1 to 9 inclusive are operative to the whole of this section.

Insured event 10 – Material damage ‘All risks’ is only operative if stated in the material damage section of the schedule.

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

Section A2 – Contents and stock

**Material damage**

**Cover**

In the event of damage to the contents or stock insured shown in the schedule by Insured events 1 to 9 and if stated in the schedule 10 occurring 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 contents or 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.

Unless otherwise stated in this policy, schedule or by endorsement the Insured events applicable to Section A numbers 1 to 9 inclusive are operative to the whole of this section.

Insured event 10 – Material damage ‘All risks’ is only operative if stated in the material damage section of the schedule.

The excess applicable to this section is stated in the policy schedule and may be amended by endorsement.
Sections A1 – Buildings and Section A2 – Contents and stock

Material damage

Special provision

1. Underinsurance
   The sums insured under each item on buildings, contents and stock are separately subject to underinsurance.

Special conditions

1. Unoccupied premises notification
   You must tell us immediately you become aware that any building or part of any building at the premises is unoccupied. We reserve the right to apply additional terms and conditions beyond those detailed in special condition 2 at the time you notify us including increasing the premium and requiring you to complete any risk improvement measures that we consider essential. You will be under no obligation to accept any additional terms applied under this condition but if you refuse to do so we may invoke general condition 4 – Cancellation notice.

2. Unoccupied buildings requirements and cover restrictions
   In the event of any buildings becoming unoccupied cover will be restricted to damage caused by Insured events 1 – Fire and 6 – Impact only.
   In respect of unoccupied buildings it is a condition precedent to our liability in respect of those buildings and events 1 – Fire and 6 – Impact that within 7 days of you first becoming aware of the unoccupancy:
   a) the gas, electricity, excluding power required for an intruder alarm or fire alarm system and water supplies are turned off at the mains and any water pipes, apparatus and tanks are drained down
   b) any devices for preventing access to the buildings are in full and effective operation at all times
   c) the premises are clear of any waste materials and redundant contents
   d) any accessible windows and doors are securely boarded over
   e) the letter box is permanently sealed shut or a non-combustible receptacle be permanently fixed to the letter box
   f) you have commenced a minimum of weekly inspections of the premises by a responsible person and a record of the results of such inspections is kept at another location. You must take immediate action to remedy any deterioration in the fabric of the building or non-compliance with a) to e) unless otherwise agreed by us in writing.
Section B – Business interruption and book debts

Special definitions

**Incident**
Damage to property used by *you* at the premises for the purposes of the business.

**Income**
The money paid or payable to *you* in relation to the business at the premises for goods sold, supplied or delivered and services provided less the purchase cost to *you* of the goods, discounts allowed and bad debts.

**Indemnity period**
The period beginning with the occurrence of the incident and ending when the results of the business are no longer affected by the incident or on expiry of the maximum indemnity period whichever occurs first.

**Maximum Indemnity Period**
The time period stated in the schedule or in this policy whichever is the lesser. This is a consecutive time period and commences from the date of the incident.

**Notifiable diseases**
One of the following specified human infectious or human contagious diseases:

- Acute encephalitis
- Acute poliomyelitis
- Anthrax
- Bubonic Plague
- Cholera
- Diphtheria
- Dysentery
- Legionellosis
- Legionnaires Disease
- Leprosy
- Leptospirosis
- Malaria
- Measles
- Meningitis
- Meningococcal infection
- Mumps
- Ophthalmia neonatorum
- Paratyphoid fever
- Rabies
- Relapsing fever
- Rubella
- Scarlet fever
- Smallpox
- Tetanus
- Tuberculosis
- Typhoid fever
- Typhus fever
- Viral hepatitis
- Viral haemorrhagic
- Whooping cough
- Yellow fever

an outbreak of which the competent local authority has stipulated will be notified to them.

**Outstanding debit balances**
The amounts debited or invoiced to customers as set out in *your* accounts but not paid at the time of the damage adjusted for bad debts and any abnormal trading conditions which had or could have had a material effect on the business.

**Professional accountant’s charges**
The reasonable charges payable by *you* to *your* professional accountants for producing details that we require for any claim but not costs *you* incur for preparing any claim.

**Cover**
The Insured events applicable to Section A numbers 1 to 9 inclusive and if stated in the schedule 10, are operative in respect of this section unless otherwise stated in this policy, schedule or by endorsement.

Insured event 10 – Material damage ‘All risks’ is only operative if stated in the material damage section of the schedule.

*We* will settle *your* claim occurring during the period of insurance in accordance with the Claims conditions.
**Section B1 – Loss of income**

In the event of any *incident* occurring during the period of insurance which causes interruption of or interference with the *business* we will pay *you* the amount of loss that results from that interruption or interference during the *indemnity period*.

Provided that:

a) the *incident* is caused by an operative Insured event

b) at the time the *incident* occurs there is insurance in force covering *you* interest in the property at the *premises* against the *damage* and that payment under the insurance:

   i) has been made or liability has been admitted for it

   ii) would have been made or liability admitted for it if not for a provision excluding losses below a certain amount.

*We* will pay *you*:

1) the shortfall in actual *income* during the *indemnity period* compared to the *income* we assess *you* would have earned at the *premises* during the *indemnity period* had the *incident* not occurred

2) reasonable additional costs incurred with *our* consent solely to minimise the loss of *income* but not exceeding the amount of loss of *income* that is avoided as a result of this expenditure

3) *professional accountant’s charges*.

For the purposes of 1) above:

A) *our* assessment of the *income* *you* would have earned but for the *incident* will be the actual *income* earned at the *premises* during the 12 months immediately before the *incident* that corresponds with the *indemnity period* and adjusted for the trends of *your* *business* and any other factors either before or after the *incident* that would have affected the *business* results

B) the actual *income* earned at the *premises* during the *indemnity period* will include *income* earned either by *you* or by others acting on *your* behalf at other locations

C) *we* will take account of any charges or other expenses of the *business* payable out of *income* that cease or are reduced as a consequence of the *incident*

D) to the extent *you* are accountable to the tax authorities for Value Added Tax all terms in this section will be exclusive of that tax.

The most *we* will pay is:

a) the *business interruption* limit of indemnity stated in the schedule or in respect of each extension any lower limit of indemnity stated in this policy or the schedule applicable at the time of the *incident*

b) the limit remaining after deduction for any other loss under this section occurring during the same period of insurance unless *we* have agreed to reinstate the limit.

**Additional cover extensions applicable to Section B1 – Loss of income**

The insurance under Section B1 includes loss resulting from interruption of or interference with the *business* at the *premises* resulting from the contingencies described in the following extensions which will each be deemed to be an *incident*.

Unless stated otherwise the *maximum indemnity period* will be as stated in the schedule.
1. **Equipment breakdown**

   a) **Damage** to equipment caused by its **breakdown** for which **you** are legally responsible under an **approved maintenance agreement**

   b) **damage** to data, software or third party proprietary software stored on fixed disks or computer media in consequence of **damage** to equipment caused by its **breakdown** for which **you** are legally responsible under an **approved maintenance agreement** occurring during the period of insurance at the **premises**.

   Provided that you:

   i) back up data records at least once every seven days; and

   ii) store records at the **premises** in a fire resisting data cabinet of at least two hours fire resistance or elsewhere than at the **premises**; and

   iii) store all computer media in accordance with the manufacturer’s recommendations.

   The most **we** will pay other than in respect of costs to recompile or restore data or software or replace third party proprietary software is £50,000 any one occurrence.

   The most **we** will pay any one occurrence in respect of costs to recompile or restore data or software or replace third party proprietary software is the limit stated in the schedule.

Excluding:

1) **damage** caused by happening through:

   A) non-compliance by **you** with the maintenance requirements specified by the **equipment** manufacturer or supplier

   B) a failure of the public supply of electricity directly or indirectly due to:

      a) a deliberate act of the supply authority not performed for the sole purpose of safeguarding life or protecting any part of the supply system

      b) a scheme of rationing not necessitated by accidental damage to the supply authority generating or supply equipment

      c) the inability of the supply authority to maintain the supply system due to industrial action by any of its employees

   C) a failure of any telecommunications systems directly or indirectly due to:

      a) a deliberate act of the telecommunications authority or the exercise by the telecommunications authority of its power to withhold or restrict operation of the system

      b) the inability of the telecommunications authority to maintain the system due to industrial action by any of its employees

      c) the use by **you** of **equipment** which is not approved by the telecommunications authority

      d) failure of any satellite prior to its obtaining its full operating function or while in or beyond the final year of its design life

      e) atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite.

2) the value to **you** of data stored on **equipment** or computer media
2. **Essential employee**

We will pay reasonable additional expenses necessarily incurred for the sole purpose of avoiding or diminishing any interruption of or interference with the business during the indemnity period resulting from any of your principals, directors or business partners sustaining injury in the course of the business during the period of insurance which results in their death or which in our Medical Officer’s opinion will in all likelihood result in permanent total inability to attend to their usual activities in the business.

For the purpose of this extension:

a) ‘injury’ will mean accidental bodily injury not including sickness, disease or any naturally occurring condition or degenerative process or any gradually operating cause

b) ‘indemnity period’ will mean the period during which the results of the business are affected resulting from the occurrence beginning with the date of the accident causing injury but not exceeding the maximum indemnity period

c) the maximum indemnity period will be 3 months.

The most we will pay is the limit stated in the schedule.

3. **Internet**

Accidental failure of the supply of internet services at the terminal point of the service provider’s feed to the premises. The maximum indemnity period is 7 days.

The most we will pay in any one period of insurance is the limit stated in the schedule.

Excluding:

a) any loss resulting from:
   i) the deliberate acts of any supplier of electricity, telecommunications, internet, intranet or extranet services
   ii) strikes or any labour or trade dispute.

b) any amount recoverable under the terms of a service level agreement

c) any loss that does not involve a loss of service of at least 24 consecutive hours.

4. **Loss of attraction**

Damage by an operative Insured event during the period of insurance to property in the vicinity of the premises which solely and directly results in:

a) a fall in the number of customers attracted to the premises; and

b) an identifiable reduction in income at the premises

The maximum indemnity period is 3 months.

The most we will pay is the limit stated in the schedule.

Excluding any loss:

i) during the first 24 hours of the indemnity period

ii) as a result of obstruction by storm, flood or snow.
5. **Lottery winner**

We will pay reasonable expenses necessarily incurred by you to minimise interruption of or interference with the business at the premises during the indemnity period due to the resignation of an employee or employees resulting from a monetary win from participation in the United Kingdom National Lottery, EuroMillions Lottery, Irish National Lottery or National Savings and Investment Premium Bonds prize draws or United Kingdom National Football Pools where the amount won is in excess of £100,000 per individual employee.

For the purpose of this extension:

a) ‘indemnity period’ will mean the period during which the results of the business are affected beginning with the occurrence of the monetary win but not exceeding the maximum indemnity period

b) the maximum indemnity period will be 3 months.

The most we will pay is the limit stated in the schedule.

Excluding any loss where the employee:

i) has been employed by you for a period of less than 12 consecutive months

ii) has served notice or has been served notice of termination of their employment with you prior to the monetary win

iii) has been absent from work due to sickness, disability or disciplinary suspension for a period of more than 4 weeks immediately prior to the monetary win

iv) works their full period of notice in accordance with their contract of employment with you.

6. **Notifiable Diseases and other Health Risks, Murder or Suicide**

We will pay for loss resulting from interruption of or interference with the business at the premises resulting from:

a) food or drink poisoning

b) any occurrence of a notifiable disease at the premises or in connection with food or drink supplied from the premises

c) any discovery of an organism at the premises likely to result in the occurrence of a notifiable disease

d) the discovery of vermin or pests at the premises

e) any accident causing defects in the drains or other sanitary arrangements at the premises

f) any occurrence of murder or suicide which causes restrictions on the use of the premises on the order or advice of the competent local authority.

Provided that:

i) for the purpose of this extension the maximum indemnity period is 3 months

ii) we will only be liable for the loss arising at those premises which are directly affected by the occurrence, discovery or accident.

**Supplementary conditions to extension 6**

1) **You** must comply with any issues identified as Contraventions arising from a Food Premises Inspection Report within the timescales stated in that report.

2) **You** must notify us as soon as reasonably practicable of any prohibition notice, emergency prohibition notice or emergency prohibition order served against you or the manager of the premises in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any modifications to them or re-enactment of them.

Excluding:

A) loss arising from restrictions on the use of the premises in consequence of an emergency prohibition notice or emergency prohibition order being served against you or the manager of the premises in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any modifications to them or re-enactment of them

B) any costs incurred in the cleaning, repair, replacement, recall or checking of property.
7. **Prevention of access**

*Damage* caused by an operative Insured event during the period of insurance to property in the vicinity of the *premises* which prevents or hinders the use of the *premises* or access to them.

The most we will pay is £100,000.

8. **Public utilities**

Accidental failure during the period of insurance of the public supply of electricity, gas or water at the terminal point of the supply authorities feed to the *premises*.

The most we will pay is £100,000.

Excluding:

a) the deliberate acts of the supply authority

b) drought, atmospheric or weather conditions but this will not exclude failure due to *damage* to equipment caused by these conditions

c) strikes or any labour or trade dispute.

9. **Telecoms**

Accidental failure of the supply of telecommunications services at the terminal point of the service provider’s feed to the *premises*.

The *maximum indemnity period* is 7 days.

The most we will pay in any one period of insurance is the limit stated in the schedule.

Excluding:

a) any loss resulting from:
   
i) the deliberate acts of any supplier of telecommunications services
   
ii) failure of any satellite
   
iii) strikes or any labour or trade dispute.

b) any amount recoverable under the terms of a service level agreement

c) any loss that does not involve a loss of service of at least 24 consecutive hours.

10. **Transit**

*Damage* to your property used in the *business* while in transit in the *territorial limits* but excluding *damage* to the conveying vehicle.

The most we will pay is the limit stated in the schedule.

11. **Unspecified customers**

*Damage* to property by an insured event occurring during the period of insurance at any of your customers’ *premises* within the *territorial limits*.

The most we will pay is the limit stated in the schedule.

12. **Unspecified suppliers**

*Damage* to property by an insured event occurring during the period of insurance at any of your suppliers’ *premises* within the *territorial limits* but excluding the suppliers of gas, water, electricity, telecommunications or internet, intranet or extranet services.

The most we will pay is the limit stated in the schedule.
Section B2 – Book debts

In the event of damage by an operative Insured event occurring during the period of insurance to your books of account or other business books or records while:

a) at the premises
b) temporarily removed from the premises within the territorial limits or the Republic of Ireland including while in transit

and as a direct result of the damage you are unable to trace outstanding debit balances due to you we will pay you:

i) the difference between outstanding debit balances and the total of the amounts received or traced
ii) additional expenses incurred by you with our consent in tracing and establishing outstanding debit balances
iii) professional accountant’s charges

but not exceeding

1) the limit of indemnity stated in the schedule
2) the limit remaining after deduction for any other loss under this section occurring during the same period of insurance unless we have agreed to reinstate the limit.

Additional cover extension applicable to Section B1 – Loss of income and Section B2 – Book debts

1. Capital additions
   The insurance under this section will subject to its terms and conditions include any premises within the territorial limits not otherwise insured that are newly acquired by you.

   Provided that:
   a) the activities carried out at the newly acquired premises are similar to those at other premises and fall within the definition of business
   b) you will tell us as soon as reasonably possible of any acquisition and take out insurance cover from the date that our liability commenced
   c) we will have the right to charge an appropriate additional premium pro rata from the date of acquisition and to vary the terms of this insurance in respect of that acquisition
   d) the most we will pay in respect of any one premises is 10% of the limit of indemnity stated in the schedule or £500,000 whichever is the lesser.

Special conditions

1. Storage of books of account and other business books and records
   You must back up data records at least once every seven days and either:
   a) store such records at the premises in a fire resisting data cabinet of at least two hours fire resistance
   or
   b) store such records elsewhere than at the premises.

2. Winding up, receivership or liquidation of the business
   We will not pay under this section if the business is permanently discontinued, wound up or carried on by a liquidator or receiver unless we have agreed to do so.
Section C – Money

Special definitions

**Assault**
- a) Violent or criminal assault
- b) attack by animals.

**Bodily injury**
Accidental injury excluding illness, disease or any naturally occurring condition or degenerative process or any gradually operating cause.

**Business hours**
Any time when you, your business partner, directors or employees with responsibility for money are in your premises for the purpose of the running of the business.

**Loss of limb**
Total loss by physical separation at or above the wrist or ankle or permanent total loss of use of an entire hand, arm, foot or leg.

**Loss of sight**
Permanent and total loss of sight in:
- a) both eyes if the person insured’s name is entered on the register of blind persons on the authority of a fully qualified ophthalmic specialist
- b) one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

**Permanent total disablement**
Disablement (other than loss of sight, loss of speech, loss of hearing or loss of limbs) which will entirely prevent person insured from engaging in any occupation of any and every type and description, for the remainder of their life without hope of recovery.

**Person insured**
You, your business partner or any employee aged between 16 and 65 years.

**Usual occupation**
The occupation of the person insured as stated in your records at the date of sustaining bodily injury.

**Weekly earnings**
The gross average weekly earnings of the person insured from you during the 52 weeks immediately before the date of sustaining bodily injury.
Cover

In the event of physical loss of or damage to money from a cause not otherwise excluded arising during the period of insurance we will settle your claim in accordance with the Claims conditions.

The most we will pay is the limit stated in the schedule.

Additional cover extensions applicable to Section C – Money

1. **Damage to property**
   
   This section includes accidental damage as a direct result of theft or attempted theft of money to:
   a) personal effects and money of any person insured up to a maximum of £500 any one person insured.
   b) any franking machine, safe, strongroom or security case, bag, money belt or waistcoat, cash carrying case or similar cash carrying device designed for the safe carriage of money up to the reinstatement cost.

   Excluding personal effects more specifically insured.

2. **Personal injury**
   
   If during the period of insurance any person insured sustains bodily injury by assault arising from theft or attempted theft of money, contents or stock insured under Section A2 as a result of which death or disablement occurs independently and exclusively of any other cause within 24 months of sustaining the bodily injury we will pay you the sum stated in the table of benefits.

   **Table of Benefits**
   1. death, loss of limb or loss of sight £10,000
   2. permanent total disablement £10,000
   3. temporary total disablement from engaging in the person insured’s usual occupation earnings weekly for a normal maximum period of 104 weeks from date of disablement up to £150 per week

   Provided that:
   a) no benefit will be payable until the whole amount has been ascertained and agreed
   b) if we are satisfied that the disability is permanent benefit 2. will become payable when benefit 3. is exhausted
   c) we will not pay under more than one of 1. or 2. above.

3. **Counselling costs**
   
   If you or any of your employees sustain bodily injury by violent, external and visible means as a result of malicious attack by anyone stealing or attempting to steal money, contents or stock we will pay you up to £50 per person per counselling session, with our prior consent, when recommended by a qualified medical practitioner and undertaken with a qualified, professional counsellor.

   The most we will pay is £1,000 per any one event.
Special exclusions
This section does not cover:

1. Error or omission
   loss of money due to clerical or accounting errors

2. Fraud or dishonesty
   loss of money due to fraud or dishonesty by any employee where the loss is not discovered within 14 days of the occurrence.

3. Post Office Corporation money
   loss of money to belonging to the Post Office Corporation

4. Unattended vehicles
   loss of money from an unattended vehicle.

Special conditions

1. Accompaniment
   We will not be liable for any loss of money in transit by you or your employees unless accompanied by persons aged 16 years of age or over as follows:

<table>
<thead>
<tr>
<th>Amount Carried</th>
<th>Minimum Number of Persons</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to £2,000</td>
<td>1</td>
</tr>
<tr>
<td>Over £2,000 and up to £4,000</td>
<td>2</td>
</tr>
<tr>
<td>Over £4,000</td>
<td>3</td>
</tr>
</tbody>
</table>

2. Record keeping
   You must keep a complete record of money in transit and at the premises and deposit that record in a secure place excluding a safe or strongroom containing money.

3. Security of safe keys and combination codes
   It is a condition precedent to our liability that whenever the premises in which the safe containing money is situated is unattended:
   a) the safe will be securely locked
   b) any key and records of a code to the safe will be removed from the premises or kept on the person of you or an authorised employee except where a portion of the premises is occupied residentially by you or any employee when any key and record of a code will be removed from the shop portion of the premises.
Section D – Employers’ liability

Special definition

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

which may be the subject of cover under this policy.

Cover

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

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

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 D – Employers’ liability

1. Corporate Manslaughter and Corporate Homicide Act 2007

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

Provided that:

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

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

ii) in respect of fines or penalties of any kind

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

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

2. **Court attendance costs**

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

   a) you, any director or business partner £250

   b) any employee £150.

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

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

   a) costs and expenses incurred with our prior consent

   b) costs awarded against you or your director, business partner or employee

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

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

   Excluding:

   i) fines or penalties of any kind

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

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

   iv) proceedings not related to the health, safety or welfare of an employee.
4. **Other people**
   We will also cover at your request:
   a) any employee
   b) any director or business partner
   c) any employee acting as a member of your first aid or medical arrangements but excluding medical practitioners in respect of liability for damages and legal costs to any other employee resulting from treatment given in connection with any bodily injury caused to that person and arising out of and in the course of the employment of that person by you
   d) any officer or member of your canteen, social, sports or welfare organisations.
   Provided that:
   i) the person is not entitled to indemnity under any other insurance; and
   ii) those people keep to the terms and conditions of this policy; and
   iii) we have the sole conduct and control of all claims.

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

6. **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 6 months after the date of the award we will pay at your request the amount of any unpaid damages and awarded costs to the employee or their personal representative.
   Provided that:
   a) the bodily injury:
      i) is caused during the period of insurance
      ii) arises out of and in the course of employment in the business
   b) there is no appeal outstanding
   c) if a payment is made the employee or their personal representative will assign the judgment to us.

**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

3. **Work overseas**
   liability in respect of any bodily injury caused outside the territorial limits but this exclusion will not apply to any employee temporarily employed elsewhere for the purpose of non manual work provided that the employee is normally resident within the territorial limits.

**Special provision**

1. **Limit of indemnity – terrorism**
   The limit of indemnity in respect of any claim against or by you or any series of claims against or by you arising directly or indirectly from a single act of terrorism will be £5,000,000 inclusive of all costs and expenses.
Section E – Public and products liability

Special definitions

**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
- c) costs incurred with our written consent for:
  - i) representation at any coroner’s inquest or fatal injury inquiry
  - ii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission relating to any event which is covered under this section.

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

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

**Products**
Goods including packaging, containers, labels and instructions sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of 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.
Section E1 – 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) charges of wrongful arrest or malicious prosecution brought against you arising out of any allegation of shoplifting or other improper conduct at your **premises** by any person other than an **employee** occurring during the period of insurance within the **territorial limits** in connection with the **business** at the **premises**, or your ownership of the **buildings**. In addition to the limit of indemnity we will pay costs and expenses.

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

Section E2 – 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**
b) accidental **damage** to property

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

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

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

1. **Contingent motor liability**

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

Excluding:

a) **damage** to vehicles or to goods carried in or on them
b) accidental **bodily injury** to any person or accidental **damage** to property occurring while a vehicle is being driven by you or by any person who to your knowledge does not hold a licence to drive that vehicle unless that person has held and is not disqualified from holding or obtaining that licence
c) liability more specifically insured under any other insurance
d) liability arising outside the **territorial limits**.
2. **Corporate Manslaughter and Corporate Homicide Act 2007**

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

Provided that:

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

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

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

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

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

f) where we have already paid you in respect of legal **costs and expenses** incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another section of this policy the amount paid under that section will be taken into account in arriving at our liability payable under this clause.

Excluding liability:

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

ii) in respect of fines or penalties of any kind

iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from those proceedings in respect of a breach of:

   1) the Health and Safety at Work etc Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made in accordance with them

   2) the Food Safety Act 1990 or any regulations made in accordance with this Act

   3) the Consumer Protection Act 1987 or any regulations made in accordance with this Act

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

We will also pay at your request in respect of any director, business partner or employee:

a) legal costs and expenses incurred with our written consent

b) costs incurred with our written consent in the defence of any criminal proceedings brought against you or any business partner or employee for an alleged breach of:

   i) the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
   
   ii) Part II of the Food Safety Act 1990
   
   iii) Part II of the Consumer Protection Act 1987

occurring during the period of insurance in connection with the business including legal costs and expenses incurred with our prior consent in any appeal against conviction arising from those proceedings.

The most we will pay in respect of b) ii) and b iii) is £25,000 in any one period of insurance.

Excluding:

1) fines or penalties of any kind

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

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

4) proceedings related to health, safety or welfare of employees.

4. **Court attendance costs**

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

a) you, any director or business partner £250

b) any employee £150.

5. **Data Protection Act**

We will also cover you in respect of your legal liability under Section 13 of the Data Protection Act 1998 in connection with personal data as defined in the Act held by you.

Excluding:

a) the payment of fines and penalties

b) the cost of replacing, reinstating, rectifying or erasing any personal data.

6. **Defective Premises Act 1972**

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

Excluding:

a) the cost of correcting or fixing any defect or alleged defect in the premises

b) liability more specifically insured under any other insurance.
7. **Environmental clean up costs**

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

Provided that:

a) liability arises from *pollution or contamination* caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance; and

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

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

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

Excluding:

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

ii) damage connected with previously contaminated property

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

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

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

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

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

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

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

x) fines or penalties of any kind

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

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

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

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

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

a) any employee
b) any director or business partner
c) any employee acting as a member of your first aid or medical arrangements but excluding medical practitioners in respect of liability for damages and legal costs resulting from treatment given
d) any officer or member of your canteen, social, sports or welfare organisations

we will cover that person at your request against that claim and/or any costs, charges and expenses in respect of it.

Provided that:

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

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

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

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. **Non manual work abroad**

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

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

iii) we have the sole conduct and control of all claims.
Excluding any liability:
1) arising from any contract or agreement which imposes a liability that you would not otherwise have been under
2) arising from the ownership or occupation of land or buildings
3) arising from the carrying out of any trade or profession
4) arising from the ownership, possession or use of:
   A) firearms excluding sporting guns
   B) mechanically propelled vehicles
   C) craft designed to travel through air or space
   D) hovercraft and watercraft
   E) animals of dangerous species as stipulated by the Animals Act 1971
5) arising from damage to property owned by or held in trust by:
   A) you
   B) any director, business partner or employee
   C) the family of any director 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. **Private work**

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

13. **Tenant’s liability**

We will also cover your legal liability as tenant for:

a) damage to the buildings or to landlord’s fixtures and fittings directly caused by insured events 1 to 9 and if stated in the schedule 10 of Section A – Material damage, occurring during the period of insurance

b) the cost of repairing accidental damage to underground pipes, drains and cables on the premises or connecting them to the public mains.

The most we will pay is 10% of the sum insured for contents of the relevant premises.
Special exclusions
This section does not cover:

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

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

3. **Exports to the USA or Canada**
   - liability arising from *products* which at the time of the contract of sale or supply are knowingly exported to the United States of America or Canada

4. **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 your or branch office or representative of your with power of attorney domiciled outside the territorial limits

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

7. **Manual work away**
   - liability arising out of manual work away from the premises other than collection or delivery by you or your employees

8. **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 liability arising during the act of loading or unloading any mechanically propelled motor vehicle or mobile plant unless it is more specifically insured

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

11. **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

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

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

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

15. **Treatment**
any liability arising out of treatment or the dispensing of medicines or drugs

16. **Vessels and craft**
liability arising from the ownership or possession or use by or on **your** behalf of craft designed to travel through air or space, hovercraft or watercraft other than waterborne vessels not exceeding 10 metres in length used on inland waterways.

**Special provisions**

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

2. **Limit of indemnity**
The limit of indemnity stated in the schedule is our monetary limit (other than any limit otherwise stated) and applies to any claim or series of claims arising from any one cause except for claims caused by:
   a) products
   b) pollution or contamination
where in respect of each the limit of indemnity stated applies in the aggregate in any one period of insurance.
Section F – Frozen food

Special definitions

**Accident**

a) A change in temperature in the cold chambers of a freezer as a direct result of:
   
   i) mechanical or electrical breakdown of the freezer

   ii) failure of the public supply of electricity at the terminal ends of the supplier’s service feeders at the premises

   iii) failure of the electrical installation connecting the freezer to the supplier’s service feeders

b) action of refrigerant fumes escaping from the freezer.

**Freezer**

Any frozen or chilled food cabinet, deep freezer, cold room or cold store the age of which is not more than 10 years old and is within:

a) the shop

b) an outbuilding

at the premises used by you for purposes of the business.

**Stored Goods**

Chilled or frozen foods contained in the freezer.

**Cover**

In the event of deterioration, putrefaction or contamination of stored goods caused by an accident occurring during the period of insurance we will pay you:

a) the cost of replacing the stored goods; and

b) the associated cost of any processing and packaging undertaken by you

less any amount received by you from their sale.

The most we will pay:

i) is the limit stated in the schedule

ii) in respect of any one freezer the limit of liability stated in the schedule at the time of the accident

iii) the sum insured or limit remaining after deduction for any other accident occurring during the same period of insurance unless we have agreed to reinstate any sum insured or limit.

The excess applicable to this section is stated in the policy schedule or endorsements.

We will settle your claim in accordance with the Claims conditions.
Special exclusions
This section does not cover:

1. **Consequential loss**
   any financial loss, *damage*, cost, expense, fine or penalty not directly associated with the incident that caused *you* to claim.

2. **Utilities**
   loss in consequence of a failure of the supply of electricity directly or indirectly due to:
   a) a deliberate act of the supplier not performed for the sole purpose of safeguarding life or protecting any part of the supply system
   b) a scheme of rationing not necessitated by *damage* to the supplier’s generating or supply equipment
   c) the inability of the supplier to maintain the supply system due to industrial action by any of its employees.

3. **Wilful neglect**
   *your* wilful neglect.

Special provision

1. **Underinsurance**
   The sum insured under this section is subject to *underinsurance*. 
Section G – Goods in transit

Special definitions

**In transit**
The period from the time the *property insured* is lifted until it is unloaded at its final destination including loading and unloading.

**Personal effects**
Personal belongings of *your* drivers or attendants excluding *money*, credit, debit or charge cards or stamps, documents or securities.

**Property insured**
Goods belonging to *you* or for which *you* are legally responsible in connection with the *business*.

**Vehicle**
A mechanically driven conveyance including trailers whether attached or temporarily detached from the vehicle during the course of the transit.

**Working hours**
The whole period during which the *vehicle* is being used by its driver in connection with the *business*.

Cover

In the event of *damage* occurring during the period of insurance to:

a) *property insured* while *in transit* contained in or on a road *vehicle* operated by *you* or any of *your* employees

b) tarpaulin sheets, ropes, chains, toggles, dunnage and packing materials while being carried on any road *vehicle* operated by *you* for an amount not exceeding £2,500 per event

c) *personal effects* not more specifically insured while being carried in or on a *vehicle* operated by *you* for an amount not exceeding £250 per person per event

within the *territorial limits* and the Republic of Ireland *we* will pay *you* the amount of reduction in value of the *property insured* that sustains *damage*.

The most *we* will pay is the sum insured stated in the schedule.

The excess applicable to this section is stated in the policy schedule or endorsements.

*We* will settle *your* claim in accordance with the Claims conditions.
Special exclusions
This section does not cover:

1. Changes in environment
damage caused by or consisting of:
   a) corrosion, erosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, mould, dryness, marring, scratching, vermin or insects
   b) change in temperature, colour, flavour, texture or finish

2. Confiscation
   confiscation, destruction or detention by customs or other authorities

3. Consequential loss
   any financial loss, damage, cost, expense, fine or penalty not directly associated with the incident that caused you to claim.

4. Contents of mobile shop
damage to contents in a mobile shop

5. Depreciation, gradually operating changes and other causes
damage caused by or consisting of:
   a) wear and tear, breakdown of refrigeration, defective packing, mildew, vermin or contamination
   b) delay or inadequate documentation, defective packing or refrigeration failure
   c) pollution or contamination

6. Motor vehicles excluded
   loss from a soft topped, open topped, open sided or curtain sided vehicle operated by you caused by:
   a) storm
   b) theft or attempted theft unless the vehicle is stolen at the same time

7. Property excluded
damage arising from the carriage of fireworks or other dangerous goods or livestock

8. Unattended road vehicles
   loss from an unattended road vehicle unless the vehicle:
   a) during working hours has any doors and windows and other means of access securely fastened and locked
   b) at any times out of working hours is housed in a securely locked garage.
Section H – Specified and unspecified items ‘all risks’

This section is only operative if stated in the schedule.

Special definition

Territorial limit
The territorial limit stated in the schedule.

Cover

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

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

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

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

Special exclusions

This section does not cover:

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

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

3. Changes in environment or mechanical or electrical breakdown
damage caused by or consisting of:
   a) corrosion, erosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, mould, dryness, marring, scratching, vermin or insects
   b) change in temperature, colour, flavour, texture or finish
   c) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which the breakdown or derangement occurs

   but this will not exclude subsequent damage which itself results from a cause not otherwise excluded

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

5. Depreciation, gradually operating changes and faulty or defective design or workmanship
damage caused by or consisting of:
   a) depreciation, inherent vice, latent defect, gradual deterioration, wear and tear, frost or change in water table level
   b) faulty or defective design or materials
   c) faulty or defective workmanship, operational error or omission on the part of you or on the part of any employee

   but this will not exclude subsequent damage which itself results from a cause not otherwise excluded

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

7. Theft from unattended road vehicles
theft of property insured from an unattended road vehicle.
Optional extension
Operative if stated in the schedule.

Theft from unattended road vehicle
Special exclusion 7 of this section is amended to read:

theft of property insured from an unattended road vehicle unless:

a) all doors and windows and other means of access are securely fastened and locked; and
b) all valuable items are locked in secure compartments and hidden from view; and

c) any security devices for protection of the vehicle are put into full and effective operation; and

d) outside of your usual trading hours the vehicle is parked within a secure compound or locked within a secure garage.

Special provision

1. Underinsurance
The sum insured for each item insured under this section is separately subject to underinsurance.
Section I – Legal expenses

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

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

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

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

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

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

Special definitions

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

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

Costs and expenses
a) All reasonable and necessary costs chargeable by the appointed representative and agreed by us in accordance with the DAS standard terms of appointment.

b) The costs incurred by opponents in civil cases if the insured person has been ordered to pay them or the insured person pays them with our agreement.

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

b) For all other insured incidents:
   The territorial limits.

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

DAS standard terms of appointment
The terms and conditions including the amount we will pay to an appointed representative that apply to the relevant type of claim which could include a conditional fee agreement (no win, no fee).
Date of occurrence
a) For civil cases other than under insured incident Tax protection the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause the date of occurrence is the date of the first of these events. (This is the date the event happened which may be before the date you or an insured person first became aware of it.)

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

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

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

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

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

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

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

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

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

Reasonable prospects
a) For civil cases the prospects that the insured person will:
   i) recover losses or damages or a reduction in tax or National Insurance liabilities
   ii) obtain any other legal remedy that we have agreed to including an enforcement of judgment
   iii) make a successful defence or make a successful appeal or defence of an appeal
       must be at least 51%.
       We or a preferred law firm or tax consultancy on our behalf will assess whether there are reasonable prospects.

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

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

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

Provided that:

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

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

Provided that:

i) the most we will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is shown as the limit of indemnity stated in the schedule

ii) the most we will pay in costs and expenses is no more than the amount we would have paid to a preferred law firm or tax consultancy

iii) in respect of an appeal or the defence of an appeal you must tell us within the time limits allowed that you want to appeal. Before we pay the costs and expenses for appeals we must agree that reasonable prospects exist

iv) for an enforcement of judgment to recover money and interest due to you after a successful claim under this section we must agree that reasonable prospects exist

v) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages the most we will pay in costs and expenses is the value of the likely award

vi) in respect of insured incident Legal defence – 6. Jury service and court attendance the most we will pay is the insured person’s net salary or wages for the time that the insured person is absent from work less any amount the court pays.

We will not pay:

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

Insured incidents

A. Employment disputes and compensation awards

A1. Employment disputes

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

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

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

**A2. Compensation awards**

**We** will pay:

a) any basic and compensatory award; and/or
b) an order for compensation following a breach of your statutory duties under employment legislation in respect of a claim we have accepted under insured incident 1.

Provided that:

i) in cases relating to performance and/or conduct you have throughout the employment dispute either:
   1) followed the ACAS Code of Disciplinary and Grievance Procedures
   2) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland
   3) sought and followed advice from our legal advice service (Telephone 0344 893 9022)

ii) for an order of compensation following your breach of statutory duty under employment legislation you have at all times sought and followed advice from our legal advice service since the date when you should have known about the employment dispute (Telephone 0344 893 9022)

iii) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, you have sought and followed advice from our Claims Department prior to serving notice of redundancy (Telephone 0344 893 9022)

iv) the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by us.

**We** will not pay:

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

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

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

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

A4. **Service occupancy**

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

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

B. **Legal defence**

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

B1. **Criminal pre-proceedings cover**

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

B2. **Criminal prosecution defence**

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

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

a) if civil action is taken against the insured person for compensation under section 13 of the Data Protection Act 1998. We will also pay any compensation award made against the insured person under section 13 of the Data Protection Act 1998

b) in an appeal against the refusal of the Information Commissioner to register your application for registration provided that at the time of the insured incident you have registered with the Information Commissioner.

B4. **Wrongful arrest**

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

B5. **Statutory notice appeals**

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

a) an appeal against the imposition or terms of any Statutory Notice issued in connection with your licence, mandatory registration or British Standard Certificate of Registration

b) a Statutory Notice issued by an insured person’s regulatory or governing body.

B6. **Jury service and court attendance**

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

a) to perform jury service

b) to attend any court or tribunal at the request of the appointed representative.

The maximum we will pay is the insured person’s net salary or wages for the time that they are absent from work less any amount you, the court or tribunal have paid them.
We will not pay any claim related to prosecution due to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

Provided that for claims under Legal Defence relating to the Health and Safety at Work etc Act 1974 the countries covered will be any place where the Act applies.

C. Statutory licence appeal

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

We will not cover any claim relating to:

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

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

D. Contract disputes

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

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

Provided that:

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

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

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

We will not cover any claim relating to:

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

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

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

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

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

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

4. a dispute which arises out of:

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

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

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

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

This insured incident is an optional cover and only operative if stated in the schedule as insured. We will negotiate for your legal rights in a dispute relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgments.

Provided that:

a) the debt exceeds £500 including VAT

b) a claim is made within 90 days of the money becoming due and payable

c) we have the right to select the method of enforcement or to forego enforcing judgment if we are not satisfied that there are or will be sufficient assets available to satisfy judgment.

We will not cover any claim relating to:

1. any debt arising from an agreement entered into prior to the start of this section if the debt is due within the first 90 days of the cover provided by this section

2. a) the settlement payable under an insurance policy

b) the sale, purchase, terms of a lease, licence or tenancy of land or buildings

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

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

3. a dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services

4. the recovery of money and interest due from another party where the other party indicates that a defence exists

5. any dispute which arises from debts you have purchased from a third party.

F. Property Protection

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

a) any event which causes damage to such material property

b) a legal nuisance (meaning any unlawful interference with your use or enjoyment of your land, or some right over or in connection with it)

c) a trespass

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

We will not cover any claim relating to:

1. a contract you have entered into

2. goods in transit or goods lent or hired out

3. goods at premises other than those occupied by you unless the goods are at the premises for the purpose of installations or use in work to be carried out by you

4. mining subsidence

5. defending your legal rights but we will cover defending a counter-claim

6. a motor vehicle owned or used by or hired or leased to an insured person other than damage to motor vehicles where you are in the business of selling motor vehicles

7. the enforcement of a covenant by or against you.
G. Personal injury

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

We will not cover any claim relating to:

1. any illness or bodily injury that happens gradually
2. psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury
3. defending an insured person’s or their family members’ legal rights other than in defending a counter-claim
4. clinical negligence.

H. Tax protection

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

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

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

We will not cover any insured incident:

1. arising from tax avoidance schemes
2. caused by your failure to register for Value Added Tax or Pay As You Earn
3. arising from investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office
4. arising from import or excise duties and import VAT
5. arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

Special exclusions applicable to Section I

We will not pay for:

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

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

3. Calendar date devices
   any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date
4. Costs we have not agreed
   *costs and expenses* incurred before our written acceptance of a claim

5. Court awards and fines
   fines, penalties, compensation or damages which the *insured person* is ordered to pay by a court or other authority
   other than compensation awards covered under insured incidents Employment disputes and compensation awards and Legal defence

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

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

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

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

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

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

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

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

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

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

16. Shareholding or partnership disputes
    any claim relating to a shareholding or partnership share in the *business*.
Special conditions applicable to Section I

1. Arbitration
   If there is a disagreement between you and us about the handling of a claim and it is not resolved through our internal complaints procedure and you are a small business you can contact the Financial Ombudsman Service for help. Details available from www.financial-ombudsman.org.uk. Alternatively there is a separate arbitration process (this applies to all sizes of business). The arbitrator will be a barrister chosen jointly by you and us. If there is a disagreement over the choice of arbitrator we will ask the Chartered Institute of Arbitrators to decide.

2. Assessing and recovering costs
   a) An insured person must instruct the appointed representative to have costs and expenses taxed, assessed or audited if we ask for this.
   b) An insured person must take every step to recover costs and expenses and court attendance and jury service expenses that we have to pay and must pay us any amounts that are recovered.

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

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

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

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

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

8. Keeping to the policy terms
   An insured person must:
   a) keep to the terms and conditions of this section
   b) take reasonable steps to avoid and prevent claims
   c) take reasonable steps to avoid incurring unnecessary costs
   d) send everything we ask for in writing, and
   e) report to us full and factual details of any claim as soon as possible and give us any information we need.
9. Law that applies
This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the business is registered. Otherwise the law of England and Wales applies.

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

10. Offers to settle a claim
a) An insured person must tell us if anyone offers to settle a claim and must not negotiate or agree to any settlement without our written consent.

b) If an insured person does not accept a reasonable offer to settle a claim we may refuse to pay further costs and expenses.

c) We may decide to pay an insured person the reasonable value of the claim that the insured person is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an insured person must allow us to take over and pursue or settle a claim in their name. An insured person must allow us to pursue at our own expense and for their benefit any claim for compensation against any other person and an insured person must give us all the information and help we need to do so.

d) Where a settlement is made on a without-costs basis we will decide what proportion of that settlement will be regarded as costs and expenses and payable to us.

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

12. Your representation
a) On receiving a claim if representation is necessary we will appoint a preferred law firm or tax consultancy or in-house lawyer as your appointed representative to deal with your claim. They will try to settle your claim by negotiation without having to go to court.

b) If the appointed preferred law firm or tax consultancy or our in-house lawyer cannot negotiate settlement of your claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest then you may choose a law firm or tax expert to act as the appointed representative. We will choose the appointed representative to represent you in any proceedings where we are liable to pay a compensation award.

c) If you choose a law firm as your appointed representative that is not a preferred law firm or tax consultancy we will give your choice of law firm the opportunity to act on the same terms as a preferred law firm or tax consultancy. However if they refuse to act on this basis the most we will pay is the amount we would have paid if they had agreed to the DAS standard terms of appointment.

d) The appointed representative must co-operate with us at all times and must keep us up to date with the progress of the claim.

13. Your responsibilities
An insured person must:

a) co-operate fully with us and the appointed representative

b) give the appointed representative any instructions that we ask you to.

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

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

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

DAS is part of DAS UK Holdings Limited (DAS UK Group). The uses of the insured person’s personal data by us and members of the DAS UK Group are covered by our individual company registrations with the Information Commissioner’s Office.

How we will use your information

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

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

How to make a complaint

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

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

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

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

You can contact them by:

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

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

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

Helping you with your legal problems

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

Making a claim

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

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

This section is only operative if stated in the schedule.

Special definition

**Act of fraud or dishonesty**
Any single, continuous or repeated act of fraud or dishonesty.

**Cover**

*We* will pay for direct loss of **money** and **contents** or **stock** belonging to **you** or in your custody and control for which **you** are legally responsible and pertaining to the **business** by any **act of fraud or dishonesty** committed by any **employee** acting alone or in collusion with others during the period of insurance and during uninterrupted service with **you**.

Provided that:

a) the loss is discovered not later than 24 months after the expiry of this section or the termination of:
   i) the **employee**'s contract of service
   ii) the last contract of service of the **employees** concerned if more than one is involved in the fraud or dishonesty whichever happens first
b) **we** will not pay more than one claim for the same **employee**

c) any money which the **employee** would have been entitled to receive from **you** but for the **act of fraud or dishonesty** will be deducted from the amount of the loss prior to a claim being paid under this section

d) the limit stated in the schedule is the most **we** will pay in respect of:
   i) all losses relating to the same **act of fraud or dishonesty** irrespective of the number of **employees** and the number of periods of insurance involved
   ii) the total of all losses discovered during any one period of insurance unless **we** agree to reinstate the limit of indemnity. Any losses discovered within the 24 month period allowed after the expiry of this section will be treated as having been discovered during the final period of insurance.

The **excess** applicable to this section is stated in the policy schedule or endorsements.

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

**Additional cover extensions applicable to Section J – Employee dishonesty**

1. **Auditor’s fees**

   *We* will pay reasonable auditor’s fees that **you** incur in preparing a claim under this section. Any payment under this additional cover extension will form part of and not be in addition to the limit stated in the schedule.

2. **Automatic reinstatement of loss**

   *We* will reinstate the amount of any loss paid under this section from the date that the **act of fraud or dishonesty** is discovered.

   Provided that:
   a) the amount reinstated is only available for claims for subsequent **acts of fraud or dishonesty**
   b) **you** pay the appropriate additional premium.
Special exclusions
This section does not cover:

1. **Consequential loss, fines and penalties or loss of interest**
   any financial loss, damage, cost, expense, fine, penalty or loss of interest not directly associated with the acts of fraud or dishonesty that caused you to claim.

2. **Employees known to have committed prior fraudulent or dishonest acts**
   any loss arising from the engagement of any employee who to your knowledge previously committed any fraudulent or dishonest act except for convictions regarded as spent under the Rehabilitation of Offenders Act 1974

3. **Excluded persons**
   loss by act of fraud or dishonesty by any:
   i) business partner
   ii) director of yours unless they are also an employee in some other capacity
   ii) employee:
      1) whom you are unable to name
      2) who is based outside the territorial limits
      3) who at the time of the act of fraud or dishonesty holds any of your issued share capital.

Special conditions

1. **Notice**
   You must give us notice immediately after the discovery of any act of fraud or dishonesty committed by an employee or after you suspect that any act has been committed. We will not pay for any future acts of fraud or dishonesty committed by this employee. Any claim under this section must be made to us within 90 days of the notice.
   We can be contacted by writing to the following address: Financial Lines, 70 Mark Lane, London, EC3R 7NQ, e-mailing professional&financial.lines.newclaims@uk.zurich.com or telephoning +44(0)207 648 3523 (fax 0800 232 1921).

2. **Our liability**
   We will not be liable unless:
   a) you obtain written references covering the previous 3 years employment prior to engaging any employee excluding school leavers and those not responsible for money, contents, stock, bookkeeping or accounts. These references must be produced in the event of a claim
   b) any money received by any employee is passed daily to you or to an employee authorised to receive money or is banked daily
   c) statements of account are sent at least monthly direct to any customers and are not sent by employees authorised to receive money
   d) cash book entries and other records of money received including computer systems records are fully checked at least monthly against:
      i) the bank statement
      ii) receipt counterfoils
      iii) vouchers
      iv) supporting documents and cash in hand independently of the employees handling those records or money
   e) the ordering of the certification of receipt for and the authorisation of payment for goods or subcontracted work are carried out by different employees acting independently
   f) supporting papers are checked independently of the employees who prepare cheques and any cheque for over £5,000 is signed by 2 people
   g) wages and salaries are independently checked prior to payment
   h) any books are balanced and checked by professional auditors at least annually.

3. **Prosecution and conviction**
   If we require it you must use all diligence in prosecuting to a conviction any employee for the act of fraud or dishonesty for which a claim has been made under this section. If a conviction is obtained this will be at our expense.

4. **Recovery**
   We may at our own expense take steps to recover from the employee or the employee’s estate any loss that we have paid or are liable to pay under this section. For this purpose we may use your name and you must give us any information or assistance that we require.
Section K – Personal accident

This section 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 an insured person resides indefinitely or where an insured person 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 an insured person:

a) temporarily resides under a contract of employment with you

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

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

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

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

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

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

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

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

**Insured person**
Any director or employee of you.

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

**Kidnap**
The unlawful abduction and detention of an insured person against their will.
**Loss of eye**
Loss of eye will include permanent and total loss of sight which will be deemed to have occurred:

a) in both eyes when the condition is shown to our satisfaction to be permanent and without expectation of recovery and the insured person'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.

**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 1.

**Operative time**
24 hours per day while the insured person 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 1.

**Permanent total disablement**
a) In respect of an insured person 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 insured person from engaging in their usual occupation for the remainder of their life.

b) In respect of an insured person 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 insured person from engaging in any and every occupation for the remainder of their life.

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

**Total loss of hearing**
Total and permanent loss of hearing.

**Total loss of speech**
Total and permanent loss of speech.

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

**Usual occupation**
The main occupation of the insured person 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 an insured person 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 insured person 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 an insured person under the age of 16 the maximum compensation payable under benefit 1 will not exceed £15,000 or the amount stated in the schedule whichever is the lesser.

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

Additional cover

1. Disappearance

If an insured person disappears and after a suitable period of time as judged reasonable by the appropriate legal authority it is reasonable to believe that the insured person’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 insured person has not died any amount paid will be refunded by you to us.

2. Exposure

If an insured person suffers unavoidable exposure to the elements during the operative time that within 24 months solely and independently of any other cause results in death or disablement we will pay you in accordance with the benefits stated in the schedule.

3. Funeral costs

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

4. Hi-jack or kidnap

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

5. Medical costs

If an insured person 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 an insured person 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 insured person in conjunction with the insured person’s medical advisers and discuss options for beneficial medical, prosthetic and counselling services
b) provide support to the insured person 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 insured person 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**
   - an *insured person* engaging in active service in any of the armed forces of any nation

2. **Age limitation**
   - *bodily injury* to an *insured person* who has attained the age of 85 years unless the *bodily injury*, loss or expense occurs during the period of insurance in which the *insured person* 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**
   - an *insured person* engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft

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

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

Special provisions

1. **Any one insured person maximum benefit**
   The maximum payable under this section is as follows:
   - Maximum benefit any one Insured Person Benefits 1 to 4: As stated in the schedule.
   - Maximum benefit any one Insured Person 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*.

See Special Conditions applicable to sections K and L at the end of section L.
Section L – 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 L4 for loss and expense arising out of any one event.

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

**Child**
Any child of an **insured person** 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 an **insured person** resides indefinitely or where an **insured person** 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 an **insured person**:  
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 **insured person** to enable the **insured person** 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 insured person 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 section 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.

Insured person
You, your business partner or any employee.

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

Kidnap
The unlawful abduction and detention of an insured person 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 an insured person, a member of the immediate family of an insured person or a non-executive director of you, a director or employee.

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

Missed international connection
The failure of a conveyance in which an insured person is travelling to reach its destination point outside the insured person’s country of permanent residence or country of secondment at the published expected time of arrival resulting in the insured person missing an onward connecting conveyance on which the insured person 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 insured person on a journey and are intended for travel, meals, accommodation and personal expenditure only.

Operative time
The period of time during which an insured person 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 insured person’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 insured person 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 insured person up to a maximum of £10,000 any one claim

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

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

d) travel expenses incurred by the insured person 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 L7).

**Section L1 – Overseas medical costs**

**Cover**

We will pay you or the insured person for:

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

incurred as a direct result of an insured person 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 an insured person 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 Section L1 – Overseas medical costs

1. Premature childbirth
   In the event of the premature birth of a child to an insured person while on a journey outside of the insured person’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 an insured person is reported missing to the appropriate authorities during a journey we will pay you on behalf of the insured person for costs incurred by recognised rescue authorities in searching for and rescuing the insured person up to a maximum of £50,000 per insured person.
   Provided that we will not pay more than £100,000 irrespective of the number of insured persons 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 insured person’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 an insured person becoming ill or sustaining bodily injury while on a journey within the United Kingdom or the insured person’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 insured person and accompanying medical staff by private ambulance or air ambulance to a hospital local to the insured person’s home address up to a maximum of £10,000.

Exclusions applicable to Section L1
Section L1 does not cover:

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

2. Non passenger air travel
   any expenses arising from an insured person 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 insured person’s name
   b) any national insurance programme which is applicable to the insured person

4. Suicide or self-injury
   any expenses arising from an insured person 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 an insured person 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 insured person has not made all reasonable attempts to obtain the prior consent of Zurich Travel Assistance or obtained the consent of Zurich Travel Assistance at the first opportunity after the treatment.
Section L2 – Personal property

Cover

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

Additional cover extensions applicable to Section L2 – Personal property

1. **Delayed personal property**
   
   **We** will pay **you** or the **insured person** up to **£500** for any reasonable expenses necessarily incurred in purchasing essential replacement items if while on a **journey** during the **operative time** an **insured person’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 **insured person** 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 an **insured person** loses or damages their passport while on a **journey** during the **operative time**.

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

Exclusions applicable to Section L2

Section L2 does not cover:

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

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

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

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

Section L3 – Money

Cover

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

Additional cover extension applicable to Section L3 – Money

1. **Assistance services**
   
   **We** will also provide assistance in replacing cash lost or stolen during a **journey** provided that the value of any cash advance will be deducted from any subsequent claim under this subsection. Where a claim is made the value of the cash advanced will be reimbursed by **you** to **us** upon completion of the **journey**.
Exclusions applicable to Section L3
Section L3 does not cover:

1. **Cash limitation**
   more than £500 per **insured person** 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 **insured person** has complied where it was reasonably possible with all the terms and conditions under which the card was issued

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

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

Section L4 – 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 **insured person we** will pay **you** or the **insured person** up to a maximum of £5,000 and subject to the **cancellation or curtailment limit** for:

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

b) reasonable additional travel and accommodation expenses necessarily incurred.

**Additional cover extensions applicable to Section L4 – Cancellation, curtailment, rearrangement and replacement costs**

1. **Missed international connection and missed departure**
   We will pay **you** or the **insured person** 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 an **insured person** suffers a **missed international connection** or **missed departure** during the **operative time**.

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

   a) an **insured person** 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) an **insured person** 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 **insured person** 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 **insured person**.

3. **Replacement costs**
   We will pay **you** or the **insured person** 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 **insured person’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 **insured person**.
4. Travel delay

If the departure of a conveyance on which an insured person 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 insured person £50 per hour in excess of the first 4 hours delay up to a maximum of £500.

Exclusions applicable to Section L4

Section L4 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 insured person

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 insured person to check in for any journey according to the itinerary supplied unless due to fortuitous circumstances beyond the control of the insured person

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

7. Non passenger air travel
   any loss or expenses arising from an insured person 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 insured person’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 an insured person 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 an insured person is travelling or intending to travel against the advice of a medical practitioner or for the purpose of obtaining medical treatment or medical advice

14. Withdrawal from service of conveyance
    any claim for cancellation following delay to an aircraft or ship if the delay is due to withdrawal from service temporarily or permanently on the orders of any port authority or the Civil Aviation Authority or any similar body in any country.
Provision applicable to Section L4

1. **Event limit**
   The *cancellation or curtailment limit* is £100,000.
   
The total amount payable under this subsection in respect of any one *insured person* arising from any one *event* will not exceed £5,000.
   
   If the total amount of any claims under this subsection for loss and expense arising out of any one *event* exceeds the *cancellation or curtailment limit* each individual claim will be proportionately reduced until the total value of any claims does not exceed the *cancellation or curtailment limit*.

Section L5 – 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 *insured person’s country of permanent residence* or *country of secondment*.

Provided that:

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

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

Any incident that could give rise to a claim under this subsection must be notified immediately to *Zurich Travel Assistance*. Their contact number is +44 (0)1489 868 888

Exclusions applicable to Section L5

Section L5 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 an *insured person* while on a *journey* in excess of 30 days duration

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

7. **Prior cancellation or declinature of kidnap insurance**
   any claim if *you* or any *insured person* have had *kidnap* insurance declined or cancelled.
Section L6 – Political and natural disaster evacuation

Cover

We will pay you up to a maximum of £10,000 any one insured person for the reasonable costs necessarily incurred while an insured person is travelling on a journey during the operative time outside their country of permanent residence or country of secondment to evacuate the insured person 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 insured person is travelling on a journey recommend that certain categories of person including the insured person 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 insured person is travelling on a journey recommending that certain categories of person including the insured person should leave that country or region

c) the insured person is expelled or declared persona non grata in the country where the insured person is travelling on a journey

d) the insured person’s property is seized, confiscated or expropriated during a journey

e) a state of emergency has been declared in the country where the insured person is travelling on a journey necessitating immediate evacuation.

Provided that:

i) you or an insured person must contact Zurich Travel Assistance as soon as reasonably possible if evacuation becomes necessary

ii) we will not be liable to pay more than £50,000 any one event.

Additional cover extension applicable to Section L6 – Political and natural disaster evacuation

1. Accommodation costs

In the event that the insured person 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 insured person 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 insured person for any additional costs to evacuate the insured person

b) where the insured person 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 insured person under this subsection

c) in respect of any necessary air flight we will pay you or the insured person for the cost of an economy flight fare.

Exclusions applicable to Section L6

We will not pay any benefit under this subsection if:

1. Breach of contract, bond or license

you or the insured person fail to honour any contractual obligation, bond or specific performance condition in a license

2. Foreseeable costs

the conditions leading to the insured person’s departure were in existence prior to the insured person entering the country or where the conditions were reasonably foreseeable prior to the insured person entering the country on a journey

3. Missing or invalid documentation

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

5. Property repossession
property belonging to you or the insured person 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 insured person

6. Violation of laws or regulations
a) the insured person 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 insured person have failed properly to procure or maintain immigration, work or residence or similar visas, permits or other relevant documentation
c) the insured person takes part in any anti government activity or the operations of any security or armed forces.

Special exclusions applicable to the whole of Section L
Section L does not cover any bodily injury, loss or expense suffered:

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

2. Age limitation
   by an insured person who has attained the age of 65 years unless the bodily injury, loss or expense occurs during the period of insurance in which the insured person 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 insured person’s country of permanent residence or country of secondment.

Section L7 – Medical assistance and security services
The cover provided under Section L 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 an insured person 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 an insured person 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 insured person 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 *insured person’s* name
b) the telephone or facsimile number where an *insured person* can be contacted
c) the *insured person’s* address abroad
d) the nature of the emergency or the assistance required
e) the name of the *insured person’s* company, employer or organisation.

The medical assistance services provided 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 an *insured person* 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 *insured person* 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 L3. 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 *insured person* to have access to an Embassy or Consulate if legal assistance is required including referral to an English speaking lawyer. Assistance can also be provided in facilitating the payment of bail subject to a satisfactory financial guarantee of reimbursement.

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

**On-line information**
A web information service is also available and accessed via: www.zurich.co.uk/travelassistance and provides valuable medical and travel information including online country guides that provide security information reflecting the situation in numerous territories. Access is gained by entering your policy number when prompted.
Travel advice
The insured person 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 an insured person 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 an insured person is travelling on a journey during the operative time and requires security assistance they should contact the emergency helpline:

+44 (0)1489 868 888

or visit

www.zurich.co.uk/travelassistance

The security assistance services provided are:

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

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

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

Travel security website
Security information on over 180 countries worldwide via the Zurich Travel Assistance website

www.zurich.co.uk/travelassistance

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

Please contact Zurich Travel Assistance on: +44 (0)1489 868 888.
Special conditions applicable to Sections K and L

1. **Duplicate cover**
   If a loss is covered under more than one subsection of Sections K and L 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 K and L will carry interest.

3. **Special claims conditions**
   It is a condition precedent to our liability under Sections K and L 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 7IZ
   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 an insured person 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:
   a) take steps as we deem necessary to prevent, mitigate or minimise a loss
   b) take over and conduct the defence or settlement of claims made against an insured person that is covered under this policy
   c) pursue any rights or remedies available to you whether or not payment has been made.
Section M – Terrorism

This section is only operative if stated in the schedule.

Special definitions

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

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

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

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

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

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

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

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

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

Section M1 – Certified terrorism

In the event of:

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

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

we will pay you the amount of the loss in respect of:

i) damage to property insured under Sections A, F and H

ii) business interruption insured under Section B

caused by or arising from terrorism.

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

Provided that:

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

2) in any action, suit or other proceedings where we allege that any damage or business interruption is not covered under Section M1 the burden of proving that the damage or business interruption is covered will fall upon you.

Excluding:

A) any losses whatsoever:

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

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

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

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

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

Proviso to exclusion A) b)

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

i) results directly (or, solely as regards ii) 3) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any computer system; and

ii) comprises:

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

2) the amount of business interruption loss suffered directly by you by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either damage to or destruction of property insured or as a direct result of denial, prevention or hindrance of access to or use of the property insured by reason of terrorism causing damage to other property within one mile of the property insured to which access is affected; or

3) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of property and any additional costs or charges reasonably and necessarily paid by you to avoid or diminish such loss
and

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

iv) for the purposes of this Proviso

1) The meaning of ‘property’ shall exclude:

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

B) any data.

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

v) Notwithstanding the exclusion of data from property, to the extent that damage to or destruction of property within the meaning of sub-paragraph ii) above indirectly results from any alteration, modification, distortion, erasure or corruption of data, because the occurrence of one or more of the matters referred to in sub-paragraph i) above results directly or indirectly from any alteration, modification, distortion, erasure or corruption of data, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such property and otherwise falling within sub-paragraphs i) and ii) 1) or 2) nor any loss, cost or charges otherwise falling within sub-paragraphs i) and ii) 3) above from being recoverable under this section.

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

B) any type of property which has been specifically excluded under Sections A, B, F or H of this policy

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

Save for the exclusions listed above no other exclusions applicable to Sections A, B or F will apply to the insurance under Section M1. All the other terms, definitions, provisions and conditions of said sections including but not limited to any excess or deductible to be borne by you will apply to the insurance under Section M1 except for:

1) any Long Term Agreement applying to this policy

2) any terms which provide for adjustments of premium based upon declarations on expiry or during the period of insurance

3) any extension of premises to locations outside England and Wales and Scotland.

Section M2 – Uncertified terrorism

In the event that:

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

b) the refusal is upheld by the decision of a validly constituted tribunal.

general exclusion 5 of this policy will not apply to Sections A, B or F in respect of the event or occurrence.

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

Provided that:

i) the event or occurrence and the damage to property insured and/or business interruption that result from it occurs in England, Wales or Scotland but not the territorial seas adjacent to them as defined by the Territorial Sea Act 1987 and not Northern Ireland, the Channel Islands or the Isle of Man.

ii) other than to the extent they are altered by proviso i) of Section M2 all the terms, definitions, exclusions (except general exclusion 5), provisions and conditions applicable to Sections A, B and F will apply to Section M2.
General exclusions

The following exclusions do not apply to Sections D – Employers’ liability, I – Legal expenses, K – Personal accident and L – Business travel. 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**
   Not applicable to Sections C – Money, F – Frozen food and J – Employee dishonesty

   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 E – 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**
   Not applicable to Sections C – Money, E – Public and products liability, F – Frozen food, G – Goods in transit and J – Employee dishonesty

   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) **business interruption** 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** or **business interruption** insured under this policy which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons provided there is evidence of physical force or violence, theft or attempted theft, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any vehicle or by goods falling from them or by any animal if covered by this policy

3. **Northern Ireland civil commotion**
   Not applicable to Sections E – Public and products liability and J – Employee dishonesty

   **damage** or **business interruption** in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion
4. **Nuclear and war risks, government or public authority order and sonic bangs**

   death, injury, disablement or loss or **damage** to any property or any loss or expense resulting or arising from or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

   a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

   b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, nuclear reactor or other nuclear assembly or nuclear component thereof

   c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

   d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes

   e) i) war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power

       ii) nationalisation, confiscation, requisition, seizure or destruction by any government or public authority

   f) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

5. **Terrorism**

   Not applicable to Sections C – Money, E – Public and products liability and G – Goods in transit

   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 I – Legal expenses. 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 or to the material facts previously disclosed by you to us or stated as material facts by us to you which increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change we will be entitled to vary the premium and terms for the rest of the period of insurance. If the changes make the risk unacceptable to us then we are under no obligation to agree to make them and may no longer be able to provide you with cover.

If you do not notify us of any such change we may exercise one or more of the options described in clauses c) i), ii) and iii) of general condition 7 – Fair presentation of the risk but only with effect from the date of the change in circumstances or material facts.

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 the 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 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.

5. Compulsory insurance

You must repay us any amounts which we are required by compulsory insurance legislation to pay out under this policy to the extent that we would not otherwise have been liable to make such payments on account of a breach of any of the terms or conditions of this policy.

6. Contractual right of renewal (tacit)

If you pay the premium to us using our Direct Debit instalment scheme we will have the right which we may choose not to exercise to renew this policy each year and continue to collect premiums using this method. We may vary the terms of this policy including the premium at renewal. If you decide that you do not want us to renew this policy provided you tell us or your broker or insurance intermediary prior to the next renewal date we will not renew it.
7. Fair presentation of the risk
a) At inception and renewal of this policy and also whenever changes are made to it at your request you must:
   i) disclose to us all material facts in a clear and accessible manner; and
   ii) not misrepresent any material facts.
b) If you do not comply with clause a) of this condition we may:
   i) avoid this policy which means that we will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by you is proven by us to be deliberate or reckless in which case we will not return the premium paid by you; and
   ii) recover from you any amount we have already paid for any claims including costs or expenses we have incurred.
c) If you do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what we would have done if we had known about the facts which you failed to disclose or misrepresented:
   i) if we would not have provided you with any cover we will have the option to:
      1) avoid the policy which means that we will treat it as if it had never existed and repay the premium paid; and
      2) recover from you any amount we have already paid for any claims including costs or expenses we have incurred
   ii) if we would have applied different terms to the cover we will have the option to treat this policy as if those different terms apply. We may recover any payments made by us on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
   iii) if we would have charged you a higher premium for providing the cover we will charge you the additional premium which you must pay in full.
d) Where this policy provides cover for any person other than you and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession we will not invoke the remedies which might otherwise have been available to us under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than you.

Provided always that if the person concerned or you acting on their behalf makes a careless misrepresentation of fact we may invoke the remedies available to us under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

8. Fraudulent claims
If you or anyone acting on your behalf:
  a) makes a fraudulent or exaggerated claim under this policy; or
  b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
  c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
  d) submits a claim under this policy for loss or damage which you or anyone acting on your behalf or in connivance with you deliberately caused; or
  e) realises after submitting what you reasonably believed was a genuine claim under this policy and then fails to tell us that you have not suffered any loss or damage; or
  f) suppresses information which you know would otherwise enable us to refuse to pay a claim under this policy
we will be entitled to refuse to pay the whole of the claim and recover any sums that we have already paid in respect of the claim.

We may also notify you that we will be treating this policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.
If we terminate this policy under this condition you will have no cover under this policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an insured person and not on behalf of you this condition should be read as if it applies only to that insured person’s claim and references to this policy should be read as if they were references to the cover effected for that person alone and not to the policy as a whole.

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
Where we refer in this policy to the payment of premiums this will include payment by monthly instalments. If you pay by this method this policy remains an annual contract. The date of payment and the amount of the instalment are governed by the terms of the credit agreement. If an instalment is not received by the due date then subject to the Consumer Credit Act 1974 if it applies the credit agreement and this policy will be cancelled immediately.

11. 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.

12. 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 I – Legal expenses.

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) 7 days for damage by riot or civil, labour or political disturbances or vandals or malicious people
      ii) 30 days after the expiry of the indemnity period under Section B
      iii) 30 days after any other damage, interruption or bodily injury
   e) take action to minimise the damage and to avoid interruption or interference with the business and to prevent further injury or damage.

2. 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 the claim there is any other policy covering the same property or occurrences insured under this policy we will be liable only for our proportionate share. If any other policy has a provision preventing it from contributing in like manner then our share of the claim will be limited to the proportion that the sum insured bears to the value of the property insured.

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 A – Material damage and Section H – Specified and unspecified items
   ‘all risks’ reinstatement
   a) In respect of each item on buildings, contents and Section H – Specified and unspecified items ‘all risks’ we will pay the cost of reinstatement of the damaged part of the property insured.
   Provided that:
      i) the cost of reinstatement is actually incurred; and
      ii) the work of reinstatement is done without unreasonable delay; and
      iii) if the property insured is also insured under any other policy the same basis of settlement applies under both policies.
   Where provisos i), ii) or iii) are not complied with we will pay you the lesser of:
      1) the amount of reduction in value of the property insured caused by its damage after deducting for wear and tear occurring before the damage
      2) the cost for which repairs could have been completed.
   b) In respect of each item of stock we will pay the amount of reduction in value caused by its damage.
   The amount we pay will be adjusted for:
      i) underinsurance where applicable; and
      ii) 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.
Our complaints procedure

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

Who to contact in the first instance
Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

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

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

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

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

You can also contact them as follows:
Post: Financial Ombudsman Service,
      Exchange Tower, London, E14 9SR

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

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

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

The Financial Services Compensation Scheme (FSCS)
We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.