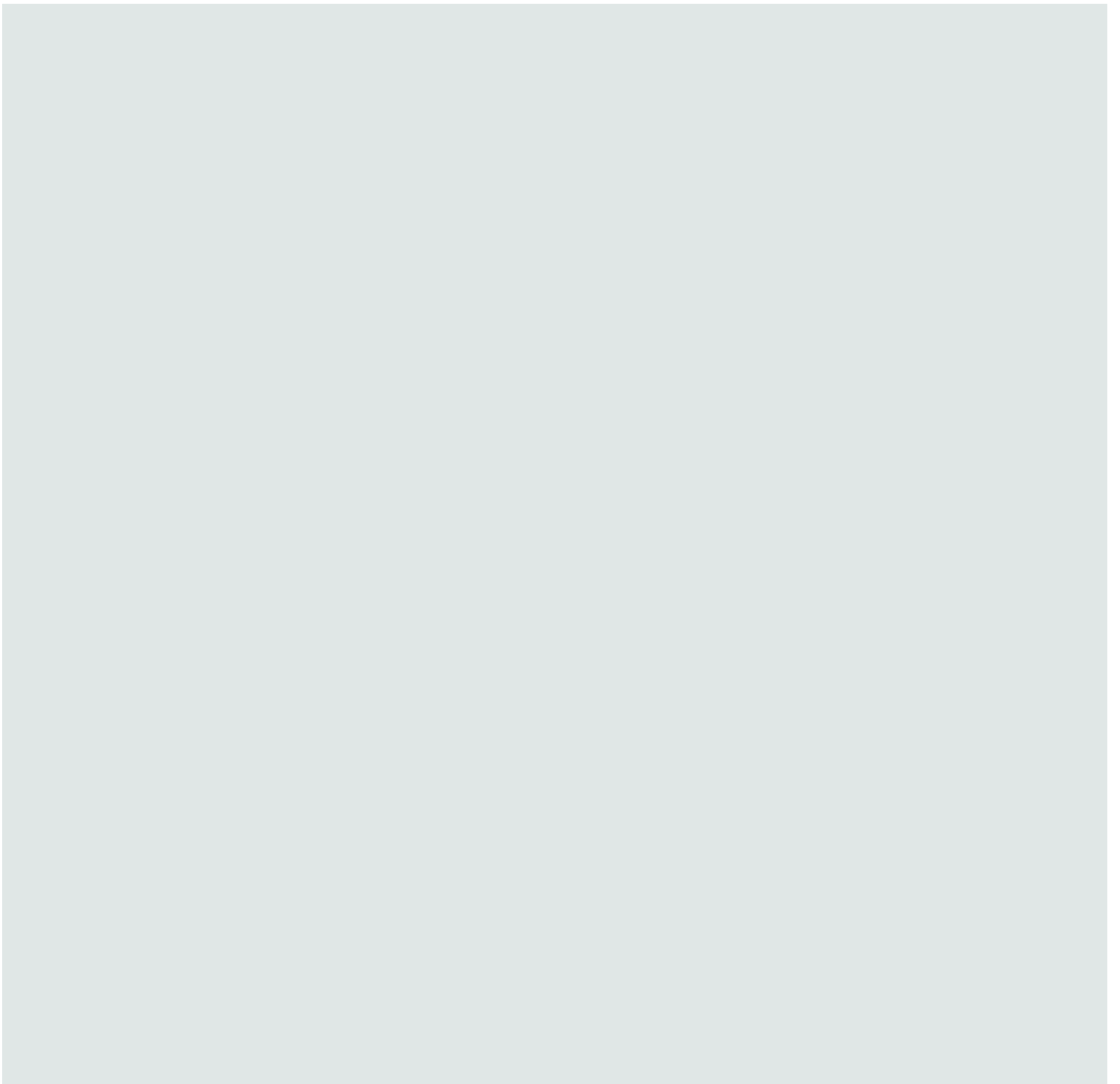


# Shop and Salon Policy



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# Your Shop and Salon Policy

This policy is a contract between **you** and Zurich in respect of the entire policy except Section J 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 J)**

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.

# Important information about your policy

## How we use personal information

**We** hold personal information in accordance with the Data Protection Act 1998. The information supplied to **us** by **you** may be held on computer and passed to other insurers and reinsurers for underwriting and claims purposes. **You** should show this to anyone whose personal information may be processed to administer this policy including handling any claims.

**We** use a variety of security technologies and procedures to help protect personal information from inappropriate use, and **we** will continue to revise procedures and implement additional security features as new technology becomes available.

**We** may use personal information for underwriting and claims purposes, statistical analysis, management information, market research, audits on the handling of claims, systems integrity testing, and risk management. **We** will only share personal information as described in this notice or where **we** are required or allowed to do so by law.

**We** may record or monitor telephone calls for security and regulatory purposes.

## Policy administration

In order to administer **your** insurance policy and any claims made against this policy **we** may share personal information provided to **us** with other companies within the Zurich Insurance Group and with business partners including companies inside and outside the European Economic Area. If **we** do transfer personal information including where **we** propose a change of underwriter **we** make sure that it is appropriately protected.

**We** may conduct searches about anyone whose personal information may be processed to administer this policy (including handling any claims) using publicly available sources. Examples are the edited electoral roll, county court judgments/Scottish decrees, bankruptcy registers and other public databases. This helps **us** assess applications for insurance, provide renewal quotations and check the accuracy of information. These searches may be recorded by credit reference agencies but they will not affect any credit standing.

## Claims history

When **you** tell **us** about an incident or claim **we** may pass information relating to it to the Claims and Underwriting Exchange Register (CUE), run by Insurance Database Services Ltd (IDSL) or other relevant database.

**We** and other insurers may search these databases when **you** apply for insurance, in the event of any incident or claim 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.

## Fraud prevention and detection

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

- a) share information about **you** with other organisations including the police
- b) conduct searches using publicly available databases
- c) undertake credit searches
- d) check and share **your** details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud and money laundering for example when:

- a) checking details on applications for credit and credit related to other facilities
- b) managing credit and credit related accounts or facilities
- c) recovering debt and tracing beneficiaries
- d) checking details on proposals and claims for all types of insurance
- e) checking details of job applicants and employees.

Please contact **us** if **you** want to receive details of the relevant fraud prevention agencies. **We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

## Data protection rights

Individuals have certain rights under the Data Protection Act 1998, including the right to ask for a copy of the information **we** hold about them. **We** may make a small charge for this. Individuals also have the right to ask **us** to correct their information if it is inaccurate.

If **you** want to know more about how **we** use personal information or have any data protection questions, please contact the Data Protection Officer, Zurich Insurance plc, 3000 Parkway, Whiteley, Fareham, Hants, PO15 7JZ.

# Helplines and additional benefits

## Zurich Virtual Consulting

Visit [www.zurich.co.uk/virtualconsulting](http://www.zurich.co.uk/virtualconsulting). Simply enter your policy number and effective date in the log-in page.

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

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

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](http://www.firstrecovery.co.uk) or email [zurich@firstrecovery.co.uk](mailto: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](http://www.zurich.co.uk/travelassistance)

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

## Zurich's Risk Management Advice Line

Call 0800 302 9052 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.

## Claims Notification

To notify a claim please call 0800 302 9055, 24 hours a day, 365 days a year.

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:

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

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

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

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

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

## **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 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](http://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](http://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](mailto: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](http://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](http://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](mailto: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.

# Definitions

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

These definitions apply to the entire policy including Section J. 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 up to the amount stated in the schedule
  - 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.
  - g) shop front up to the amount stated in the schedule
- 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

- a) 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
- b) wines and spirits up to the limit stated in the schedule
- c) cigarettes, cigars and tobacco up to the limit stated in the schedule.

## 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.

### **Trained person**

You or any of your employees who have undertaken suitable and adequate training or hold relevant qualifications to administer treatment or use equipment to a competent level.

### **Underinsurance**

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

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

### **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 J – Legal Expenses: Zurich Insurance plc.
- b) In respect of Section J: DAS Legal Expenses Insurance Company Limited.

### **You or your**

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

# 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 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 £10,000.

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 £10,000.

## 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 £10,000.

## 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 if stated in the schedule 10 to clothing and personal effects of **your** customers.

The most we will pay for any one occurrence is £1,000.

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 £25,000.

Excluding:

- A) **damage** caused by or happening through
- 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
  - 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
  - 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
  - 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 £2,500.

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 £1,000.

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 20% of the contents sum insured.

Excluding:

- damage** to **your** personal belongings or those of **your** directors, **employees** or visitors
- 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 30% during November, December and the 30 days prior to Easter.

#### 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:

- you** are legally responsible for repairing the **damage**
- in respect of **damage** to glass the police accept that the **damage** is evidential until proven otherwise of theft or attempted theft
- 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 £1,000.

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 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 schedule and may be amended by endorsement.

## Section A1 – Buildings and Section A2 – Contents and stock

### 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

This section is only operative if stated in the schedule.

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

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 your 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 £25,000.

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 £10,000.

## 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 £2,500.

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 £250,000.

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 £10,000.

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 £2,500.

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 £10,000.

## 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 £25,000.

## 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 £25,000.

## 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

This section is only operative if stated in the schedule.

## 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, <i>loss of limb</i> or <i>loss of sight</i>	£10,000
2. <i>permanent total disablement</i>	£10,000
3. temporary total disablement from engaging in the <i>person insured's usual occupation</i> <b>weekly earnings</b> 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:

Amount Carried	Minimum Number of Persons
Up to £2,000	1
Over £2,000 and up to £4,000	2
Over £4,000	3

### 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:

- the safe will be securely locked
- 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 – Deterioration of stock

This section is only operative if stated in the schedule.

## Special definitions

### **Accident**

- a) A change in temperature in the cold chambers of a **freezer** as a direct result of:
- i) sudden and unforeseen damage to the **freezer** or non-operation of its controlling devices by any cause not otherwise excluded
  - 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 goods 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 at the time of the **accident**
- ii) 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 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 E – Loss of licence

This section is only operative if stated in the schedule.

## Special definition

### **Licence**

The licence granted for the retail sale of excisable liquor at the **premises**.

## Cover

In the event of the **licence** being revoked, suspended or forfeited during the period of insurance under the provisions of the legislation governing such **licences** by reason beyond your power or control we will pay for:

- a) the resulting depreciation in value of **your** interest in the **premises** or the **business**; and
- b) the reasonable costs and expenses necessarily incurred by **you** with **our** written consent for any appeal against the decision of the licensing authority to revoke, suspend or forfeit the **licence**.

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

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

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

## Special exclusions

This section does not cover:

### **1. Alteration of legislation**

revocation, suspension or forfeiture arising directly or indirectly from any alteration of the legislation affecting the granting, suspension, surrender or forfeiture of a **licence**.

### **2. Compensation**

**you** if **you** are entitled to obtain compensation under the provisions of any legislation.

### **3. Compulsory purchase order**

revocation, suspension or forfeiture arising directly or indirectly from any compulsory purchase order or improvement or redevelopment of the area by the Local Authority.

### **4. Personal Licence**

any loss, cost or expense arising from the revocation, withdrawal, suspension or forfeiture of the personal **licence** of the designated **premises** supervisor.

## Special conditions

### **1. Alteration of the premises**

**You** must tell **us** as soon as reasonably possible and give **us** all the assistance **we** may reasonably require as soon as **you** learn of any alteration in the purpose for which the **premises** are used.

### **2. Application for review**

**You** must tell **us** as soon as reasonably possible and give **us** all the assistance **we** may reasonably require as soon as **you** learn of any application for review or other circumstances which may endanger the **licence**.

### **3. Breach of licensing legislation**

**You** must tell **us** as soon as reasonably possible and give **us** all the assistance **we** may reasonably require as soon as **you** learn of any proceedings against or conviction of the **licence** holder, designated **premises** supervisor, manager, tenant or occupier of the **premises** for any breach of the licensing legislation or any matter whereby the character or reputation of the person concerned is affected or called in to question with regard to their honesty, moral standing or sobriety.

#### **4. Change in tenancy**

You must tell **us** as soon as reasonably possible and give **us** all the assistance **we** may reasonably require as soon as you learn of any change in tenancy or management of the **business**.

#### **5. Compensation**

You must tell **us** as soon as reasonably possible and give **us** all the assistance **we** may reasonably require as soon as you learn of any complaint against the **premises** or its control.

#### **6. Transfer of the licence**

You must tell **us** as soon as reasonably possible and give **us** all the assistance **we** may reasonably require as soon as you learn of any transfer or proposed transfer of the *licence*.

# Section F – Employers' liability

This section is only operative if stated in the schedule.

## Special definition

### **Costs and expenses**

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

which may be the subject of cover under this policy.

## Cover

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

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

**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 F – 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) legal 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) **you** request **us** to do so; and
- iv) **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 G – Public and products liability

This section is only operative if stated in the schedule.

## Special definitions

### **Asbestos**

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

### **Clean up costs**

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

### **Costs and expenses**

- a) Claimants' costs and expenses which **you** become legally liable to pay
- b) costs incurred with **our** written consent in defending any claim for damages
- 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 G1 – 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 G2 – 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 G – 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) <b>you</b> , any director or <b>business partner</b> | £250  |
| b) any <b>employee</b>                                  | £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
- c) liability arising out of *asbestos*.

## 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**.

## 14. Treatment risk

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

Provided that:

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

Excluding any liability:

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

### Special exclusions

This section does not cover:

#### 1. Aircraft products

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

#### 2. Asbestos

liability, loss, cost or expense caused by, contributed to by or arising out of any **asbestos**

#### 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 yours or branch office or representative of yours 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 other than as described in Additional cover 14 – Treatment risk

## 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 H – Goods in transit

This section is only operative if stated in the schedule.

## 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 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 I – Specified 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 schedule or endorsements.

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

## Special exclusions

This section does not cover:

### **1. Bent or incorrect coinage**

**damage** to vending machines caused by the use of bent, foreign or false coins

### **2. Brittle articles**

cracking or breakage of glass or other brittle articles

### **3. Changes in environment or mechanical or electrical breakdown**

**damage** caused by or consisting of:

- a) corrosion, erosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, mould, dryness, marring, scratching, vermin or insects
- b) change in temperature, colour, flavour, texture or finish
- c) mechanical or electrical **breakdown** or derangement of the particular machine, apparatus or **equipment** in which the **breakdown** or derangement occurs

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

### **4. Confiscation**

confiscation, destruction or detention by customs or other authorities

### **5. Depreciation, gradually operating changes and faulty or defective design or workmanship**

**damage** caused by or consisting of:

- a) depreciation, inherent vice, latent defect, gradual deterioration, wear and tear, frost or change in water table level
- b) faulty or defective design or materials
- c) faulty or defective workmanship, operational error or omission on the part of **you** or on the part of any **employee**

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

### **6. 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 J – Legal expenses

This section is only operative if stated in the schedule.

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

## 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
5. Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.

## 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 J

**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

finer, 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:

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
- 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
- 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 J

### 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](http://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

- An *insured person* must instruct the *appointed representative* to have *costs and expenses* taxed, assessed or audited if **we** ask for this.
- 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 provide and administer the legal advice service and legal expenses insurance we must process the personal data (including sensitive personal data such as convictions) that we collect from you in accordance with our Privacy Policy.

To do so, we may need to send this information to other parties, such as lawyers or other experts, the court, insurance intermediaries or insurance companies. To give you legal advice, we may have to send information outside the European Economic Area.

In doing this, we will comply with the Data Protection Act 1998. Unless required by law or by a professional body, we will not disclose personal data about an **insured person** to any other person or organisation without written consent.

For any questions or comments, or requests to see a copy of the information we hold about you, please write to the Group Data Protection Controller at our Head Office address below.

### How to make a complaint

We always aim to give you a high quality service. If you think we have let you down, please write to our Customer Relations Department at our DAS Head Office address.

Or you can phone us on 0344 893 9013 or email us at [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

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

If you are still not satisfied and are a small business, you can contact the Insurance Division of the Financial Ombudsman Service at:

Exchange Tower | Harbour Exchange Square | London | E14 9SR

You can also contact them on: 0800 023 4567 (free from a landline), 0300 123 9123 (free from some mobile phones) or email them at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service.

You can contact the Legal Ombudsman Service at: PO Box 6806 | Wolverhampton | WV1 9WJ

You can also contact them by telephone on 0300 555 0333 or email them at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

### 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 K – 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 schedule or endorsements.

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

## Additional cover extensions applicable to Section K – 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 in writing 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 in writing to **us** within 90 days of the notice.

### 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** information or assistance that **we** require.

# Section L – 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 covers

### 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 <i>insured person</i> Benefits 1 to 4	As stated in the schedule.
Maximum benefit any one <i>insured person</i> Benefit 5	As stated in the schedule.
Maximum benefit any one <i>insured person</i> Benefit 6	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:

<i>Multi-engined aeroplane limit</i>	£1,000,000
<i>Other forms of aerial transport limit</i>	£500,000

Provided that if the total amount of any claims for *bodily injury* arising out of any one *event* involving the same:

- 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*
- aircraft, not being a multi-engined aeroplane, exceeds the *other forms of aerial transport limit* each individual claim will be proportionately reduced until the total value of any claims does not exceed the *other forms of aerial transport limit*.

## Special conditions

### 1. Duplicate cover

If a loss is covered under more than one subsection of Section 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 will carry interest.

## Special claims condition

### 1. Claims notification

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

- a) i) give notice to **us** as soon as reasonably possible by writing to the following address:  
Zurich Accident and Health Claims, 3000 Parkway, Whiteley, Fareham, PO15 7JZ,  
e-mailing A&HClaims@uk.zurich.com or  
telephoning +44 1489 868901 (fax +44 1489 868802)
  - 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

### **Phishing**

Any access or attempted access to data or information 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**.

## Cover

### Section M1 – Certified terrorism

In the event of:

- a) **damage** to property insured under Sections A and I
- b) **business interruption** insured under Section B

caused by or arising from **terrorism** we will pay you the amount of the loss.

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

Provided that:

- i)
  - 1) 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**
  - 2) or 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
- ii) 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
- iii) 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:

- 1) 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 the alteration, modification, distortion, corruption of or damage to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data or any part of them whether tangible or intangible including but without limitation any information or programs or software or any alteration modification distortion erasure, corruption of data processed by any such computer or other equipment or component or system or item whether your property or not where the loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism or hacking or phishing or denial of service attack**
- 2) any type of property which has been specifically excluded under Sections A, B or I of this policy
- 3) 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 I 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 I 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 I will apply to Section M2.

# General exclusions

The following exclusions do not apply to Sections F – Employers' liability, J – Legal expenses and L – Personal accident. 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, D – Deterioration of stock and K – 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, G – Public and products liability, D – Deterioration of stock, H – Goods in transit and K – 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 G – Public and products liability and K – 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,  
G – Public and products liability and  
H – 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 J – 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 this policy is cancelled at any other time **we** will charge **you** on a pro rata basis for the time **we** have been on cover subject to a minimum premium of £50 plus insurance premium tax (IPT).

**We** will not refund any premium if **we** have paid a claim or one is outstanding when the policy is cancelled. Where a claim is submitted after the policy has been cancelled **we** will deduct the amount of any premium returned to **you** following the cancellation from any claim payment we may make to **you**. If **you** are paying by instalments and **you** have made a claim **you** must still pay **us** the balance of the full annual premium. If **you** do not do this **we** may take the balance of any outstanding premium from any claim payment **we** are making to **you** subject to the Consumer Credit Act 1974 if it applies.

## 4. Cancellation notice

**We** have the right to cancel this policy or any section or part of it by giving 14 days notice in writing to **your** last known address.

**You** will be entitled to a pro rata return of premium from the date of cancellation.

**We** will not refund any premium if **we** have paid a claim or one is outstanding when the policy is cancelled. Where a claim is submitted after this policy has been cancelled **we** will deduct the amount of any premium returned to **you** following the cancellation from any claim payment we may make to **you**. If **you** are paying by instalments and **you** have made a claim **you** must still pay **us** the balance of the full annual premium. If **you** do not do this **we** may take the balance of any outstanding premium from any claim payment **we** are making to **you**.

## 5. 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 and the non-disclosure or misrepresentation by **you** is proven by **us** to be deliberate or reckless **we** may:
  - i) avoid this policy which means that **we** will treat it as if it had never existed and refuse all claims 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 J – 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 I – Specified items 'all risks' reinstatement

a) In respect of each item on **buildings, contents** and Section I – Specified 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 do not feel we have 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 an immediate response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

## Most complaints can be resolved within 3 business days

If we can resolve your complaint to your satisfaction within 3 business days we will do so and we will write to you to confirm. (A business day is defined as Monday to Friday, but excluding bank holidays.)

## Complaints that take longer than 3 business days to resolve

If we have not been able to resolve your complaint to your satisfaction within 3 business days, we will keep you updated with progress and provide you with our decision as quickly as possible. This will be in the form of a final decision letter from our Customer Relations Team.

## Next steps if you are still unhappy

If you are not happy with the outcome of your complaint, you can ask the Financial Ombudsman Service to review your case. You will need to contact them within 6 months of the date of our final decision letter.

You can also ask the ombudsman to review your case if we have not provided you with a final decision within 8 weeks of receiving your complaint.

The ombudsman can help with most complaints if you are:

- a consumer
- a business employing fewer than 10 persons that has an annual turnover or balance sheet that does not exceed €2 million
- a charity with an annual turnover of less than £1 million
- a trustee of a trust with a net asset value of less than £1 million.

If you are unsure whether the ombudsman will consider your complaint or for more information please contact the ombudsman directly, or visit <http://www.financial-ombudsman.org.uk>

The service they provide is free and impartial. They can be contacted as follows:

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

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

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.



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