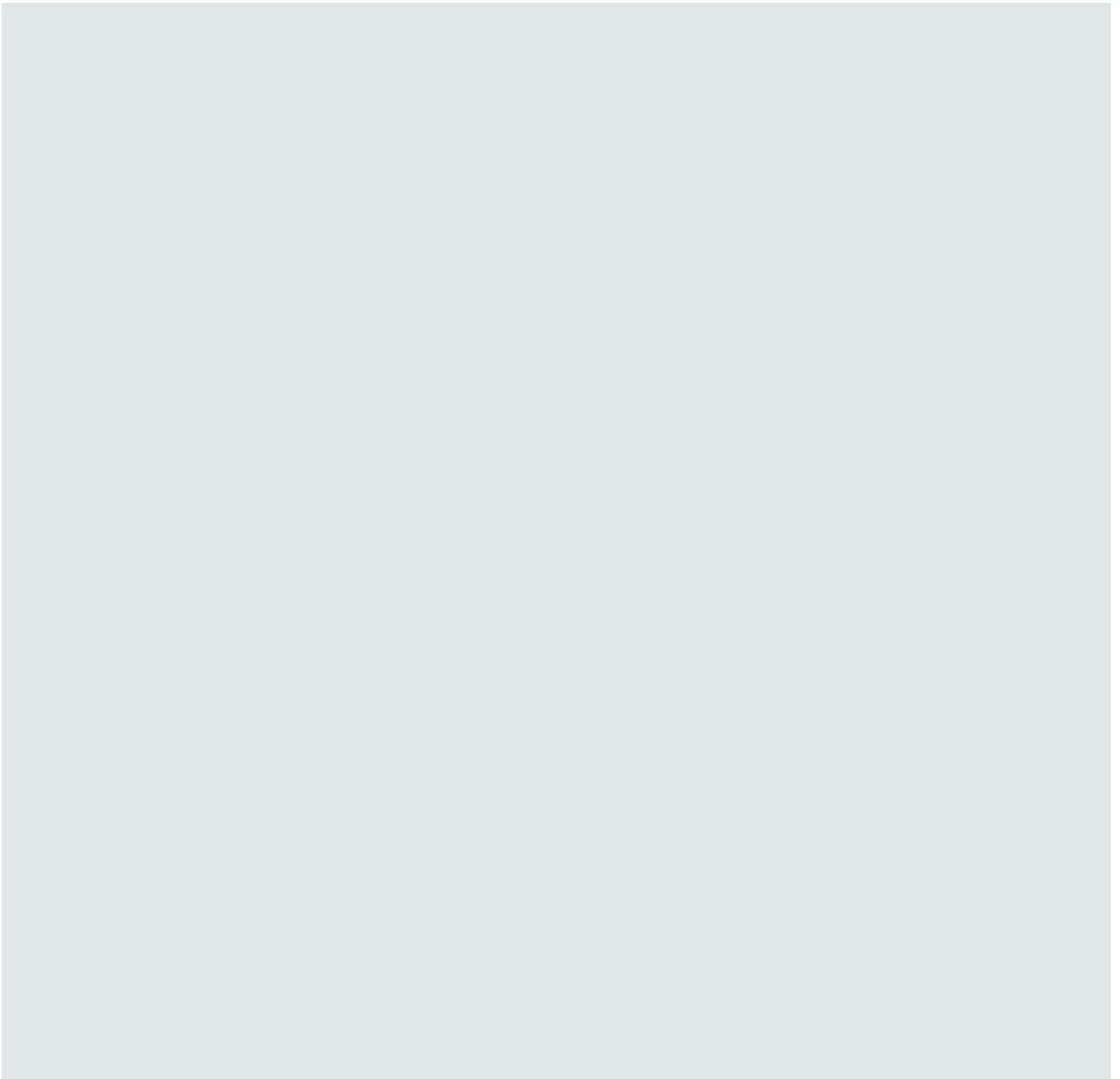


Trades and Professions Policy



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How we use your information

Who controls your personal information

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

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

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

What personal information we collect about you

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

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

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

How we use your personal information

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

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

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

Who we share your personal information with

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

- associated companies including reinsurers, suppliers and service providers;
- introducers and professional advisers;
- regulatory and legal bodies;
- survey and research organisations;
- credit reference agencies;
- healthcare professionals, social and welfare organisations; and
- other insurance companies

Or, in order to meet our legal or regulatory requirements, with the types of organisations described below:

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

How we use your personal information for websites and email communications

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

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

How we transfer your personal information to other countries

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

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

How long we keep your personal information for

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

Your data protection rights

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

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

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

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

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

Fraud prevention and detection

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

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

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

Claims history

We may pass information relating to claims or potential claims to the Claims and Underwriting Exchange Register (CUE), where the data is controlled by the Motor Insurers' Bureau, and other relevant databases.

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

This helps to check information provided and prevent fraudulent claims.

Employers' Liability Tracing Office (ELTO)

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

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

As members of ELTO we will forward details of your policy if it contains Employers' Liability cover to ELTO together with details of any ERNs you have supplied to us.

Helpline numbers and additional benefits

Claims helpline

Not applicable to Sections D- Personal accident and E – Business travel. For claims under those sections please refer to that section of cover for contact details.

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

0800 302 9055

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

- **your** name and company details
- the policy number.

What to expect

Once **you** have provided all the information which **we** have requested, **we** will:

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

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

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

Please refer to the applicable claims conditions for further information.

Zurich Virtual Consulting

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

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

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

Zurich Travel Assistance

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

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

Zurich's Risk Management Advice Line

Call **0800 302 9052** when you require risk management advice

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

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

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

DAS – Commercial Legal Assistance

Legal advice and protection for your business

Helpline services

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

Legal advice helpline

Call **0344 893 9022** when you require legal advice

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

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

DAS Legal Advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this

jurisdiction or in respect of very specialist matters DAS will refer **you** to one of their specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

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

Tax advice service

Call 0344 893 9022 when you require tax advice

This service offers confidential advice over the phone on any tax matters affecting **your business** under the laws of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands.

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

Counselling service

Call 0344 893 9025 for confidential counselling

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

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

Health and medical information service

Call 0344 893 9022 for health and medical information

DAS will give **your employees** information over the phone on general health issues and advice on a wide variety of medical matters. They can give **your employees** information on all health services including NHS Dentists.

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

Business Assistance

Call 0344 893 9022 when you require business assistance

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

Online law guide and document drafting

DAS Employment Manual

Visit www.das.co.uk and click on the Employment Manual icon

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

DAS Business Law

Visit www.dasbusinesslaw.co.uk for online legal advice and documents. When registering, please use the following code which will provide you with access to a range of free documents: DAS472301

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

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

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

These helplines are provided by DAS. If **you** have a complaint about the service or about the way **you** have been treated, please write to: DAS Customer Relations Department at:

DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Alternatively **you** can contact DAS by telephone on: 0117 934 0066, or email: customerrelations@das.co.uk.

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

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

Your Trades and Professions policy

This policy is a contract between **you** and **us**.

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

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

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

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

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

Definitions

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

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

Bodily injury

Death, bodily injury, illness or disease.

Business

The business stated in the schedule and including:

- a) maintenance of property and premises owned or occupied by **you**
- b) the provision and management of canteen, social, sports and welfare organisations for the benefit of **employees** and first aid, fire and ambulance services
- c) **your** participation in exhibitions.

Business partner

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

Contract

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

Contract site

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

Contract works

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

Damage

Physical loss, destruction or damage.

Data processing system

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

De jure or de facto

In law or as a matter of fact.

Denial of service attack

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

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

Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with **you**
- b) under a work experience or similar scheme
- c) hired or borrowed by **you** from another employer
- d) any labour only subcontractor or anyone employed by them
- e) any self-employed person

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

Excess

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

Hacking

Unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data whether **your** property or not.

Loss of eye

Loss of eye will include permanent and total loss of sight which will be deemed to have occurred:

- a) in both eyes when the condition is shown to **our** satisfaction to be permanent and without expectation of recovery and the **person insured's** name has been added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
- b) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and we are satisfied that the condition is permanent and without expectation of recovery.

Loss of limb

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

Money

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

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.

Permanent total disablement

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

Person insured

You, your business partner or any employee.

Personal effects

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

Principal

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

Reinstatement

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

Speculative development

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

Territorial limits

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Terrorism

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

Total loss of hearing

Total and permanent loss of hearing.

Total loss of speech

Total and permanent loss of speech.

Trained person

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

Underinsurance

If at the time of **damage** the sum insured under any item which is stated to be subject to underinsurance is less than the full reinstatement value of the property insured under that item **you** will be considered **your** own insurer for the difference and will bear a proportionate amount of any loss.

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

Virus or similar mechanism

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

We, us or our

Zurich Insurance plc.

You or your

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

Section A – Public and products liability

Special definitions

Asbestos

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

Clean up costs

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

Costs and expenses

- a) Claimants' costs and expenses which **you** become legally liable to pay
- b) costs incurred with **our** written consent in defending any claim for damages
- 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

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

Remediation

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

Section A1 – Public liability

Cover

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

- 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**. In addition to the limit of indemnity **we** will pay **costs and expenses**.

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

Excluding:

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

Section A2 – Products liability

This section is only operative if stated in the schedule

Cover

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

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

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

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

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

1. Contingent motor liability

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

Excluding:

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

2. Corporate Manslaughter and Corporate Homicide Act 2007

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

Provided that:

- a) **our** liability under this additional cover extension will not exceed £2,000,000 in any one period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- b) this additional cover extension will apply only to proceedings brought in the **territorial limits**
- c) **we** consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of **you**
- d) **you** give to **us** immediate notice of any summons or other process served upon **you** which may give rise to proceedings under this additional cover extension
- e) in relation to any appeal the counsel has advised there are strong prospects of that appeal succeeding
- f) where **we** have already paid **you** in respect of legal costs and expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another section of this policy the amount paid under that section will be taken into account in arriving at **our** liability payable under this clause.

Excluding liability:

- i) where **you** have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
- ii) in respect of fines or penalties of any kind
- iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from those proceedings in respect of a breach of:
 - 1) the Health and Safety at Work etc Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made in accordance with them
 - 2) the Food Safety Act 1990 or any regulations made in accordance with this Act
 - 3) the Consumer Protection Act 1987 or any regulations made in accordance with this Act
- iv) where payment for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this additional cover extension payment would have been provided by another source or insurance.

3. Costs of criminal proceedings

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

- a) legal costs and expenses incurred with **our** written consent
- b) costs incurred with **our** written consent in the defence of any criminal proceedings brought against **you** or any **business partner** or **employee** for an alleged breach of:
 - i) the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
 - ii) Part II of the Food Safety Act 1990
 - iii) Part II of the Consumer Protection Act 1987

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

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

Excluding:

- 1) fines or penalties of any kind
- 2) costs for which **you** or any director, **business partner** or **employee** has effected a more specific legal expenses protection or insurance
- 3) proceedings or appeals consequent upon any deliberate act or omission and **you** will immediately repay **us** all costs and expenses paid by **us** prior to any deliberate act or omission being established
- 4) proceedings related to health, safety or welfare of **employees**.

4. Court attendance costs

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

- | | |
|---|------|
| a) you , any director or business partner | £250 |
| b) any employee | £150 |

5. Data Protection Act

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

Excluding:

- a) the payment of fines and penalties
- b) the cost of replacing, reinstating, rectifying or erasing any personal data.

6. Defective Premises Act 1972

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

Excluding:

- a) the cost of correcting or fixing any defect or alleged defect in the premises
- b) liability more specifically insured under any other insurance
- 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
- ii) that person will keep to and be subject to the terms and conditions of this policy as though they were **you**
- iii) **we** will not pay under this additional cover extension unless **we** have the sole conduct and control of all claims.

9. Indemnity to principal

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

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

10. Joint liabilities

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

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

11. Libel and slander

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

Provided that:

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

12. Non manual work abroad

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

13. Personal liability

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

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

Provided that:

- i) this will not apply to liability more specifically insured under any other insurance;
- ii) the persons listed above comply with the terms and conditions of this policy
- iii) **we** have the sole conduct and control of all claims.

Excluding any liability:

- 1) arising from any contract or agreement which imposes a liability that **you** would not otherwise have been under
- 2) arising from the ownership or occupation of land or buildings
- 3) arising from the carrying out of any trade or profession
- 4) arising from the ownership, possession or use of:
 - A) firearms excluding sporting guns
 - B) mechanically propelled vehicles
 - C) craft designed to travel through air or space
 - D) hovercraft and watercraft
 - E) animals of dangerous species as stipulated by the Animals Act 1971
- 5) arising from **damage** to property owned by or held in trust by:
 - A) **you**
 - B) any director, **business partner** or **employee**
 - C) the family of any director, **business partner** or **employee** while accompanying these people during temporary visits anywhere in the world for the purpose of the **business**
- 6) for accidental **bodily injury** sustained by:
 - A) **you**
 - B) any director, **business partner** or **employee**
 - C) the family of any director, **business partner** or **employee** while accompanying those people during temporary visits anywhere in the world for the purpose of the **business**.

14. Private work

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

15. Public liability during visits aboard

We will also cover work carried out during temporary visits anywhere in the world in connection with the **business** by **you**, any director, **business partner** or **employee** normally resident in and travelling from the territorial limits.

Excluding any liability for manual work undertaken outside any member state of the European Union, the European Economic Area or Switzerland.

16. Treatment risk

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

Provided that:

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

Excluding any liability:

- i) in respect of 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 any person who is not a **trained person**.

Special exclusions

This section does not cover:

1. Aircraft products

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

2. Asbestos

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

3. Exports to the USA or Canada

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

4. Foreign operations

any associated or subsidiary company of **yours** or branch office or representative of **yours** with power of attorney domiciled outside the **territorial limits**

5. Hazardous works

- a) any work of demolition except demolition carried out by **employees**:
 - i) of buildings or part of a building when such work forms part of a contract for reconstruction, alteration or repair by **you**
 - ii) of other structures not exceeding 4 metres in height and not forming part of any building.
- b) the construction, alteration or repair of towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, docks or tunnels
- c) any work carried out on railways
- d) pile driving, quarrying or the use of explosives
- e) asbestos or silica removal

6. Liquidated or punitive damages or fines

any amount in respect of:

- a) liquidated damages, fines or penalties which attach solely because of a contract or agreement
- b) exemplary or punitive damages

7. Motor

liability arising from the ownership or possession or use by **you** or on **your** behalf of any mechanically propelled motor vehicle or mobile plant:

- a) which is licensed for road use
- b) for which compulsory motor insurance or security is required
- c) which is more specifically insured.

Provided that this will not apply to:

- i) the act of loading or unloading any mechanically propelled motor vehicle or mobile plant unless it is more specifically insured
- ii) the use of any mechanically propelled vehicle or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance is required
- iii) the unauthorised movement on **your** premises or **contract site** of any mechanically propelled vehicle or mobile plant unless more specifically insured or unless compulsory motor insurance or security is required.

8. Pollution or contamination

liability in respect of *pollution or contamination* other than caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance. All *pollution or contamination* which arises out of one incident will be deemed to have occurred at the time that incident took place

9. Professional advice

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

10. Programming

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

11. Property being worked on

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

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

liability arising out of the dispensing of medicines or drugs or treatment other than as described in Additional cover 16 – 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.

3. Pollution or contamination

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

Special conditions

1. Underground services condition

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

- a) prior to the commencement of any excavation, digging or earth moving work take all reasonable measures to identify the location of underground pipes, mains, cables and other services with their owner or the relevant authority responsible and retain a written record of such measures
- b) the adoption of a method of work which minimises the risk of **damage** to pipes, cables, mains and other services.

2. Use of heat condition

It is a condition precedent to **our** liability that the following precautions are complied with on each occasion of the use of or application of heat taking place elsewhere than at **your** own premises:

- a) Application of heat by means of electric oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers:
 - i) the area in the immediate vicinity of the work (including in the case of work carried out on one side of a wall or partition, the opposite side of the wall or partition) must be cleared of all loose combustible material
 - ii) other combustible material including floors in the area in which the equipment is to be used must be covered by sand or over-lapping sheets or screens of non-combustible material
 - iii) at least two adequate and appropriate portable fire extinguishers, in proper working order, must be kept in the immediate area of the work being undertaken and used immediately smoke or smouldering flames are detected
 - iv) a fire safety check of the working area must be made approximately 60 minutes after the completion of each period of work and immediate steps taken to extinguish any smouldering or flames discovered.
 - v) blow Lamps and blow torches must be filled in the open and must not be lit until immediately before use
 - vi) lighted blow lamps, blow torches or hot air guns are continuously attended and extinguished immediately after use
 - vii) a person must be appointed by **you** to act as an observer to watch for signs of smoke or smouldering or flames.

Sub-paragraph iii) does not apply to the application of heat by means of blow lamps, blow torches, hot air guns or hot air strippers.

- b) The use of asphalt, bitumen, tar, pitch or lead heaters:
 - i) must be carried out in the open in a vessel designed for the purpose and be continuously attended
 - ii) if carried out on a roof, the vessel must be placed on a non-combustible heat insulating base.

Section B – Employers' liability

This section is only operative if stated in the schedule.

Special definition

Costs and expenses

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

which may be the subject of cover under this policy.

Cover

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

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

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

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

Additional cover extensions applicable to Section B – 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. Indemnity to directors and employees

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

- a) any **employee**
- b) any director or **business partner**
- c) any **employee** acting as a member of **your** first aid or medical arrangements but excluding medical practitioners in respect of liability for damages and legal costs to any other **employee** resulting from treatment given in connection with any **bodily injury** caused to that person and arising out of and in the course of the employment of that person by **you**
- d) any officer or member of **your** canteen, social, sports or welfare organisations.

Provided that:

- i) the person is not entitled to indemnity under any other insurance; and
- ii) those people keep to the terms and conditions of this policy; and
- iii) **you** request us to do so; and
- iv) **we** have the sole conduct and control of all claims.

5. Indemnity to principal

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

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

6. Private work

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

7. Unsatisfied court judgments

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

Provided that:

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

8. Work overseas

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

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

Excluding liability for **bodily injury**:

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

Special exclusions

This section does not cover:

1. Motor

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

2. Work offshore

liability for **bodily injury** caused:

- a) on any offshore installation or support or accommodation vessel for any offshore installation
- b) in transit to, from or between any offshore installation or support or accommodation vessel for any offshore installation.

Special provision

1. Limit of indemnity – terrorism

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

Section C – Contractor “all risks”

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

Special definitions

Hired-in plant

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

Owned plant

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

Pollution or contamination

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

Portable tools

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

Practical completion

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

Section C1 – Contract works

This section is only operative if stated in the schedule.

Cover

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

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

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

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

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

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

Additional cover extensions applicable to Section C1 – Contract works

1. Debris removal costs

We will pay the reasonable costs and expenses necessarily incurred by **you** for:

- a) removing debris
- b) dismantling and/or demolishing
- c) shoring up, propping and fencing off
- d) repairing or cleaning drains, sewers, service mains and the like and/or dewatering
- e) temporary boarding up of windows following breakage of glass

following **damage** to the **contract works**.

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

2. Documents

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

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

3. EU and public authority requirements

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

Provided that:

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

Excluding:

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

4. Expediting expenses

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

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

5. Indemnity to principal

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

6. JCT contract conditions

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

7. Offsite storage

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

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

8. Professional fees

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

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

Excluding fees incurred in the preparation of any claim.

Exclusions applicable to Section C1

Section C1 does not cover:

1. Airborne or waterborne risks

damage to **contract works** in or on any airborne or waterborne craft or vessel or marine rig or platform

2. Breakdown during testing

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

3. Completed speculative developments

damage to **contract works** the subject of **speculative development**:

- a) after being sold or let; or
 - b) more than 90 days after *practical completion* of the last property on the **contract site**
- whichever is the earlier

4. Consequential loss

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

5. Contracts in excess of limit of liability

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

6. Existing structures

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

7. Inventory losses

loss by disappearance or by shortage which is only discovered by a routine inventory or a periodic stocktaking

8. Limited defective condition exclusion

the cost of repairing replacing or rectifying:

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

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

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

9. Non-ferrous metals

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

- a) an authorised **employee** or agent appointed by **you** is on the **contract site** at the time of the theft
- b) such property is contained within a securely locked hut or building

10. Normal upkeep

the cost of normal upkeep or normal making good

11. Nuclear site risks

damage to **contract works** in, or consisting of any building or plant which has been used, is used or is designated to be used for the production, use or storage of nuclear materials other than with **our** prior consent

12. Occupation of the works

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

13. Pollution

damage caused by *pollution or contamination* but **we** will pay for:

- a) **damage** caused by *pollution or contamination* which occurs as a consequence of other **damage** insured by this section
- b) ensuing **damage** which is not excluded by this section

14. Relief under contract

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

15. Change in the water table level

damage solely attributable to a change in the water table level

16. Wear and tear

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

Section C2 – Owned plant

This section is only operative if stated in the schedule.

Cover

We will pay for **damage** to *owned plant* occurring while:

- a) in **your** custody or control
- b) hired out by **you** under the standard conditions of The Construction Plant Hire Association or as otherwise agreed with **us**

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

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

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

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

Additional cover extensions-applicable to Section C2 – Owned plant

1. Plant recovery costs

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

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

Excluding the cost of:

- a) rectifying electrical or mechanical breakdown or derangement in order to effect recovery of plant
- b) recovering plant situated underground.

Exclusions applicable to Section C2

Section C2 does not cover:

1. Airborne or waterborne craft

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

2. Attachments

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

3. Breakdown

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

4. Inventory losses

loss by disappearance or by shortage which is only discovered by a routine inventory or periodic stocktaking.

5. Materials treated

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

6. Motor vehicles

damage to any mechanically propelled vehicle:

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

7. Personal tools

damage to *portable tools* insured separately under this policy

8. Wear and tear

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

Section C3 – Hired-in plant

This section is only operative if stated in the schedule.

Cover

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

- a) in **your** custody or control
- b) re-hired by **you** under the standard conditions of The Construction Plant Hire Association or as otherwise agreed with **us**

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

We will pay:

- i) all sums **you** become legally liable to pay as compensation
- ii) all legal costs for which **you** may be liable for defence of legal proceedings incurred with **our** written consent.

Additional cover extensions applicable to Section C3 – Hired in plant

1. Continuing hire charges

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

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

Excluding liability for:

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

2. Plant recovery costs

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

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

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

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

Excluding liability for the cost of:

- a) rectifying electrical or mechanical breakdown or derangement in order to effect recovery of plant
- b) recovering plant situated underground.

Exclusions applicable to Section C3

Section C3 does not cover:

1. Airborne or waterborne craft

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

2. Motor vehicles

damage to any mechanically propelled vehicle:

- a) licensed for road use other than a vehicle designed or adapted primarily for use as a tool of trade
- b) for which compulsory motor insurance or security is required
- c) which is more specifically insured.

Section C4 – Portable tools and equipment

This section is only operative if stated in the schedule.

Cover

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

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

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

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

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

Excluding:

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

Condition applicable to Section C4

1. Employees' personal tools and effects

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

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

Special provisions applicable to the whole of Section C

1. Temporary repairs

We will not be responsible for temporary repairs carried out without **our** consent (unless such temporary repairs are carried out under Additional cover extension 4 – Expediting expenses of Section C1) or any consequences of such repairs nor for the cost of any alterations, additions, improvements or overhauls carried out on the occasion of a repair.

2. Partial damage

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

3. Abandoned property

You will not be entitled to abandon any property to **us** whether taken into possession by **us** or not.

Special conditions applicable to the whole of Section C

1. Damage over a 72 hour period

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

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

2. Multiple lifts

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

3. Overload testing

Any form of testing involving abnormal stresses or intentional overloading will be undertaken in accordance with the British Standard Code of Practice for the Safe Use of Cranes BS7121.

4. Series defects

If the development or discovery of a defect in any part of the **contract works** indicates that similar defects exist in any other parts of the **contract works** **you** will immediately investigate and if necessary rectify those defects at **your** own expense or alternatively bear all losses arising out of those defects.

5. Stoppage of work

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

Section D – Personal accident

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

Special definitions

Bodily injury

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

Channel Islands

Jersey, Guernsey, Alderney and Sark.

Country of permanent residence

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

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

Country of secondment

The country where a **person insured**:

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

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

Deferment period

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

Director

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

Event

A sudden, unforeseen and identifiable occurrence.

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

Event aggregate limit

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

Hi-jack

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

Journey

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

Kidnap

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

Medical expenses

Any reasonable costs necessarily incurred for medical, surgical or other diagnostic or remedial treatment given or prescribed by a qualified medical practitioner and any hospital, nursing home or ambulance charges.

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

Multi-engined aeroplane limit

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

Operative time

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

Other forms of aerial transport limit

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

Temporary total disablement

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

United Kingdom

England, Scotland, Wales and Northern Ireland.

Usual occupation

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

War

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

Cover

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

Provided that:

- a) benefit 5 will be payable for a maximum of 104 weeks and is subject to a **deferment period** of 7 days
- b) in respect of any one **person insured** a benefit will not be payable under more than one of benefits 1 to 4. Any benefit payable under benefit 5 will immediately cease should a benefit under one of benefits 1 to 4 subsequently be payable by **us** to **you**
- c) in respect of a person under the age of 16 the maximum compensation payable under benefit 1 will not exceed £15,000 or the amount stated in the schedule whichever is the lesser.

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

Additional covers

1. Disappearance

If a **person insured** disappears and after a suitable period of time as judged reasonable by the appropriate legal authority it is reasonable to believe that the **person insured's** death resulted from **bodily injury** during the **operative time** **we** will pay **you** the amount stated under benefit 1 in the schedule. If it later transpires that the **person insured** has not died any amount paid will be refunded by **you** to **us**.

2. Exposure

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

3. Funeral costs

If a payment is made under benefit 1 **we** will pay **you** up to £5,000 for reasonable funeral expenses.

We will not be liable for more than the **event aggregate limit** stated in special provision 2.

4. Hi-jack or kidnap

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

5. Medical costs

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

6. Rehabilitation support

Where a **person insured** suffers *bodily injury* resulting in disablement for which we agree to pay a benefit under this section we will at our discretion for a maximum period of 12 months from the date of the disablement enlist the services of Zurich Medical Management to:

- a) carry out by telephone an initial medical assessment of the **person insured** in conjunction with the **person insured's** medical advisers and discuss options for beneficial medical, prosthetic and counselling services
- b) provide support to the **person insured** during the recovery period:
 - i) to minimise the effects of their *bodily injury*; and
 - ii) to follow the agreed rehabilitation plan; and
 - iii) to advise on and coordinate a return to work plan.

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

Special exclusions

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

1. Active service

a **person insured** engaging in active service in any of the armed forces of any nation

2. Age limitation

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

3. Excluded causes

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

4. Excluded travel to dangerous or unsettled areas

a *journey* to the following countries or specific areas of countries:

Afghanistan, Iran, Iraq, Somalia, Yemen, Israeli occupied Territories

5. Non passenger air travel

a **person insured** engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft

6. Suicide or self-injury

a **person insured** committing or attempting to commit suicide or intentionally inflicting self-injury

7. War risks

war within the **person insured's** *country of permanent residence* or *country of secondment*.

Special provisions

1. Any one person insured maximum benefit

The maximum payable under this section is as follows:

Maximum benefit any one **person insured** benefit level 1 to 4 As stated in the schedule

Maximum benefit any one **person insured** benefit level 5 As stated in the schedule.

2. Event aggregate limitation

The maximum payable under this section as the *event aggregate limit* is £5,000,000.

Provided that if the total amount of any claims for *bodily injury* arising out of any one *event* exceeds the *event aggregate limit* each individual claim will be proportionately reduced until the total value of any claims does not exceed the *event aggregate limit*.

3. Multi-engined aeroplane and other forms of aerial transport limitation

The maximum payable under this section is as follows:

<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:

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

Special conditions

1. Duplicate cover

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

2. Interest

No sum payable under Section D will carry interest.

Special claims condition

1. Claims notification

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

- a) i) give notice to us as soon as reasonably possible by contacting us via one of the following options:
 - Phone:** +44 (0)800 0260 184
 - Email:** a&hclaims@uk.zurich.com
 - Post:** Zurich Accident and Health Claims, 3000 Parkway, Whiteley, Fareham, United Kingdom PO15 7JZ
 - ii) make no admission of liability without our prior written consent
 - iii) provide us or our appointed representatives with:
 - 1) any necessary assistance in a timely manner
 - 2) any information reasonably required
 - 3) any documentation and records necessary to establish and assess indemnity under this policy
 - iv) prove the loss to our reasonable satisfaction
 - v) forward immediately to us or our representatives any letter, writ or other document received in respect of any claim made under this policy
 - vi) assist and concur with any reasonable arrangements for our medical advisers to examine a **person insured** in respect of which a claim has arisen; and
- b) as often as may be reasonably required provide a statutory declaration sworn before a solicitor, justice of the peace or notary public named by us on any matters connected with a claim at a reasonable time and place as we may designate.

No act by us or our representatives in respect of any investigation will be deemed a waiver of any defence which we might otherwise have. Any acts will be deemed to have been made without prejudice to our liability.

We reserve the right to:

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

Section E – Business travel

This section is only operative if stated in the schedule.

Reference should be made to the schedule for specific detail of the territorial limits applicable to this section.

Special definitions

Bodily injury

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

Cancellation or curtailment limit

The maximum amount for which **we** can be held liable in respect of any claims under subsection E4 for loss and expense arising out of any one **event**.

Channel Islands

Jersey, Guernsey, Alderney and Sark.

Child

Any child of a **person insured** who is:

- a) unmarried and dependant; and
- b) under 18 years of age or under 25 years of age if in full-time education.

Consultants' costs

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

Conveyance

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

Country of permanent residence

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

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

Country of secondment

The country where a **person insured**:

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

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

Director

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

Electronic business equipment

Property owned by **you** and provided to the **person insured** to enable the **person insured** to perform their occupational tasks. These items must be of an electronic nature and cannot be items supplied or manufactured by **you**.

Emergency repatriation expenses

Any reasonable costs including the cost of medical attendants necessarily incurred in transporting the **person insured** to an appropriate hospital or nursing home or to the **country of permanent residence** or **the country of secondment** if recommended by **Zurich Travel Assistance** in conjunction with the local attending **medical practitioner**.

Employee

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

Event

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

Excluded territories

The countries or parts of countries listed in the schedule.

Journey

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

Kidnap

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

Medical expenses

Any reasonable costs necessarily incurred for medical, surgical or other diagnostic or remedial treatment given or prescribed by a qualified **medical practitioner** and any hospital, nursing home or ambulance charges.

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

Medical practitioner

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

Missed departure

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

Missed international connection

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

Money

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

Operative time

The period of time during which a **person insured** is undertaking a **journey** outside the **United Kingdom** or **country of permanent residence** and within if it involves an internal flight or overnight stay commencing from the time of leaving the place of residence or normal place of work whichever is left last and continuing until arrival back home or normal place of work whichever is reached first.

Overseas medical expenses

All reasonable costs necessarily incurred for medical, surgical or other diagnostic or remedial treatment given or prescribed by a qualified **medical practitioner** and any hospital, nursing home or ambulance charges outside the **person insured's country of permanent residence** or **country of secondment**.

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

Personal property

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

Travel expenses

All reasonable costs necessarily incurred for:

- a) travel, sustenance and accommodation expenses of up to 2 nominated persons who on medical advice are required to travel to or remain with the **person insured** up to a maximum of £10,000 any one claim
- b) funeral expenses incurred in the burial of the **person insured** outside their *country of permanent residence* and *country of secondment*
- c) costs incurred in transporting the **person insured's** body or ashes and *personal property* back to their *country of permanent residence* or *country of secondment*
- d) travel expenses incurred by the **person insured** in returning to attend the funeral of a close relative in their *country of permanent residence* or *country of secondment*.

United Kingdom

England, Scotland, Wales and Northern Ireland.

War

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

Zurich Travel Assistance

The coordinator on our behalf of a range of services in respect of medical and security assistance supported by a 24 hour helpline (refer to subsection E7).

Section E1 – Overseas medical costs

Cover

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

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

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

Provided that:

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

Additional cover extensions applicable to E1 – Overseas medical costs

1. Premature childbirth

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

2. Search and rescue costs

Where a **person insured** is reported missing to the appropriate authorities during a *journey* we will pay you on behalf of the **person insured** for costs incurred by recognised rescue authorities in searching for and rescuing the **person insured** up to a maximum of £50,000 per **person insured**.

Provided that we will not pay more than £100,000 irrespective of the number of **persons insured** involved in one event.

3. Supplementary hospital costs

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

4. United Kingdom repatriation costs

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

Exclusions applicable to Section E1

Section E1 does not cover:

1. Drug or alcohol abuse costs

any expenses arising from drug or alcohol abuse by the **person insured**

2. Non passenger air travel

any expenses arising from a **person insured** engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft

3. Other insurances

any expenses which have been recovered from:

- a) any other insurance policy in **your** name or the **person insured's** name
- b) any national insurance programme which is applicable to the **person insured**

4. Suicide or self-injury

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

5. Travelling against medical advice or for medical treatment or advice

any expenses incurred if a **person insured** is travelling or intending to travel:

- a) against the advice of a **medical practitioner**
- b) travel for the purpose of obtaining medical treatment or medical advice

6. Unapproved emergency repatriation costs

any **emergency repatriation expenses** incurred without the prior consent of **Zurich Travel Assistance**

7. Unapproved hospital treatment

any hospital treatment provided on an in-patient basis where the **person insured** has not made all reasonable attempts to obtain the prior consent of **Zurich Travel Assistance** or obtained the consent of **Zurich Travel Assistance** at the first opportunity after the treatment.

Section E2 – Personal property

Cover

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

Additional cover extensions applicable to Section E2 – Personal property

1. Delayed personal property

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

2. Passport or visa indemnity

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

3. Assistance services

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

Exclusions applicable to Section E2

Section E2 does not cover:

1. Changes in environment, moth or vermin, mechanical or electrical failure and process risks

damage due to moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration, mechanical or electrical failure or any process of cleaning, restoring, repairing or alteration

2. Confiscation or detention

loss due to confiscation or detention by customs or any other competent authority

3. Excluded property

damage to vehicles, their accessories, trailers or spare parts

4. Other insurances

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

Section E3 – Money

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

Additional cover extension applicable to Section E3 – Money

1. Assistance services

We will also provide assistance in replacing cash lost or stolen during a *journey* provided that the value of any cash advance will be deducted from any subsequent claim under this subsection.

Where a claim is made the value of the cash advanced will be reimbursed by you to us upon completion of the *journey*.

Exclusions applicable to Section E3

Section E3 does not cover:

1. Cash limitation

more than £500 per **person insured** in respect of loss of cash

2. Confiscation or detention

loss due to confiscation or detention by customs or any other authority

3. Failure to comply with credit, debit or charge card terms and conditions

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

4. Loss from unattended vehicles

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

5. Money shortages and depreciation

devaluation of currency or shortages due to errors or omissions during monetary transactions.

Section E4 – Cancellation, curtailment, rearrangement and replacement costs

Cover

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

- a) deposits, advance payments and other charges which have not been and will not be used but which become forfeit or payable under contract or cannot be recovered elsewhere; and
- b) reasonable additional travel and accommodation expenses necessarily incurred.

Additional cover extensions applicable to Section E4 – Cancellation, curtailment, rearrangement and replacement costs

1. Missed international connection and missed departure

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

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

- a) a **person insured** must obtain written confirmation from the relevant travel provider detailing the actual time of arrival of the **conveyance** at its destination and written confirmation from the connecting operator that the connection has been missed as a result of the late arrival of the **conveyance**
- b) a **person insured** must accept an alternative equivalent means of travel if this is offered by the travel provider within the period of delay.

2. Promotional vouchers and awards

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

3. Replacement costs

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

4. Travel delay

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

Exclusions applicable to Section E4

Section E4 does not cover:

1. Cancellation prior to policy inception

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

2. Cancellation or curtailment of an event held by you

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

3. Default of transport or accommodation provider or agent

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

4. Disinclination to travel

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

5. Failure to check-in

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

6. Financial circumstances

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

7. Non passenger air travel

any loss or expenses arising from a **person insured** engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft

8. Other insurances

any loss which is insured under any other insurance policy

9. Pre-existing circumstances

any expenses due to strike, labour dispute, mechanical breakdown or failure of the means of transport excluding disruption of road or rail services by avalanche, landslide, snow or flood which existed or for which advanced warning had been given prior to the date upon which the *journey* was booked

10. Prior redundancy or termination of employment

any expenses incurred as a result of the **person insured's** redundancy or the termination of their employment more than 31 days prior to a *journey* taking place

11. Public authority or government regulation

any expenses incurred as a result of regulations made by any public authority or government

12. Suicide or self-injury

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

13. Travelling against medical advice or for medical treatment or advice

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

14. Withdrawal from service of conveyance

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

Provision applicable to Section E4

1. Event limit

The *cancellation or curtailment limit* is £100,000.

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

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

Section E5 – Kidnap

Cover

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

Provided that:

- a) the maximum amount we will be liable to pay under this subsection during any one period of insurance is £500,000
- b) in the event of any circumstances that could give rise to a claim under this subsection you will give notice to **Zurich Travel Assistance** by the most expeditious means and provide **Zurich Travel Assistance** with any assistance and information in a timely manner.

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

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

Exclusions applicable to Section E5

Section E5 does not cover:

1. Claims by parent or guardian

any claim for a *child* by its parent or guardian

2. Damages and legal costs

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

- a) negligence or incompetence in hostage retrieval operations or negotiations following *kidnap*
- b) negligence in not preventing *kidnap*

3. Excluded territories

any *kidnap* which occurs in the following excluded territories:

Algeria, Brazil, Colombia, Ecuador, Georgia, Haiti, India, Indonesia, Iran, Iraq, Israel, Lebanon, Malaysia, Mexico, Nigeria, Pakistan, Peru, Philippines, Russia, Somalia, Sri Lanka, Ivory Coast and Venezuela

4. Fraudulent, dishonest or criminal acts

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

5. Journey in excess of 30 days

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

6. Payments to other persons

any sums, property or other consideration surrendered to any person making a ransom demand to you

7. Prior cancellation or declinature of kidnap insurance

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

Section E6 – Political and natural disaster evacuation

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

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

Provided that:

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

Additional cover extension applicable to Section E6 – Political and natural disaster evacuation

1. Accommodation costs

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

Provided that:

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

Exclusions applicable to Section E6

We will not pay any benefit under this subsection if:

1. Breach of contract, bond or license

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

2. Foreseeable costs

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

3. Missing or invalid documentation

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

4. Nationality

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

5. Property repossession

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

6. Violation of laws or regulations

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

Section E7 – Medical assistance and security services

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

A. Medical and other assistance

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

+44 (0)1489 868 888

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

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

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

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

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

The medical assistance services are:

Air ambulance

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

Direct billing

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

Emergency medical supplies

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

Emergency travel assistance

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

Medical referral

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

Medical staff

The medical assistance service has a team of medical consultants and nursing staff on hand at any time to coordinate any medical assistance cases, arranging hospital admissions and ensuring that the most appropriate treatment is provided.

The medical assistance services also include a range of additional services which are summarised below:

Emergency cash advance

Assistance in replacing cash lost or stolen during a *journey*. The value of any cash advance will be deducted from any subsequent claim under subsection E3. Where a claim is made the value of the cash advanced will be reimbursed by **you** to **us** upon completion of the *journey*.

Emergency message communication

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

Legal referral

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

Lost ticket and baggage location

Assistance in replacing lost or stolen tickets, passport or other travel documents and assistance in locating lost or delayed luggage.

On-line information

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

Travel advice

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

Vehicle return

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

B. Security assistance services

We have partnered with security experts to provide **you** with a comprehensive range of complementary security services.

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

+44 (0)1489 868 888

or visit

www.zurich.co.uk/travelassistance

The security assistance services provided are:

Daily news

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

Emergency response

Where serious difficulties or a life-threatening situation arise during a *journey* abroad (personnel missing, attacked or kidnapped or a rapid deterioration in the safety of the location – as insured under subsections G5 and G6) the team of security specialists appointed by **Zurich Travel Assistance** will be available to assist **you** and **your** personnel with advice, *kidnap* negotiation and coordination of their return to safety. Please contact **Zurich Travel Assistance** on: +44 (0)1489 868 888

Travel security website

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

Travel security and safety briefings for high risk destinations

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

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

Special exclusions applicable to the whole of Section E

Section E does not cover any *bodily injury*, loss or expense suffered:

1. Active service

as a result of a **person insured** engaging in active service in any of the armed forces of any nation

2. Age limitation

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

3. Excluded travel to dangerous or unsettled areas

resulting from a *journey* to Afghanistan, Iran, Iraq, Somalia, Yemen, Israeli Occupied Territories

4. War risks

as a result of war within the **person insured's country of permanent residence** or *country of secondment*.

5. Travel outside the territorial limits

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

Special conditions applicable to Section E

1. Duplicate cover

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

2. Interest

No sum payable under Sections E will carry interest.

Special claims condition applicable to Section E

1. Claims notification

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

- a) i) give notice to us as soon as reasonably possible by contacting us via one of the following options:
 - Phone: +44 (0)800 0260 184
 - Email: a&hclaims@uk.zurich.com
 - Post: Zurich Accident and Health Claims, 3000 Parkway, Whiteley, Fareham, United Kingdom PO15 7JZ
 - ii) make no admission of liability without **our** prior written consent
 - iii) provide **us** or **our** appointed representatives with:
 - 1) any necessary assistance in a timely manner
 - 2) any information reasonably required
 - 3) any documentation and records necessary to establish and assess indemnity under this policy
 - iv) prove the loss to **our** reasonable satisfaction
 - v) forward immediately to **us** or **our** representatives any letter, writ or other document received in respect of any claim made under this policy
 - vi) assist and concur with any reasonable arrangements for **our** medical advisers to examine a **person insured** in respect of which a claim has arisen; and
- b) as often as may be reasonably required provide a statutory declaration sworn before a solicitor, justice of the peace or notary public named by **us** on any matters connected with a claim at a reasonable time and place as **we** may designate.

No act by **us** or **our** representatives in respect of any investigation will be deemed a waiver of any defence which **we** might otherwise have. Any acts will be deemed to have been made without prejudice to **our** liability.

We reserve the right to:

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

Section F – Business contents

This section is only operative if stated in the schedule.

Special definitions

Business contents

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

Business stock

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

Cover

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

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

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

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

Special provision

1. Underinsurance

The sums insured under each item on **business contents** or **business stock** is separately subject to **underinsurance**.

Special exclusions

This section does not cover:

1. Aircraft or watercraft

damage to any

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

2. Breakdown exclusion

damage caused by mechanical or electrical breakdown or derangement

3. Motor vehicle exclusion

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

4. Unattended vehicles

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

5. Unexplained losses

unexplained disappearance or inventory shortage

6. Unsecured storage

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

7. Wear and tear

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

General exclusions

The following exclusions do not apply to Sections B – Employers' liability, D – Personal accident and E – Business travel. Otherwise they apply to the remainder of this policy except as stated below. Other special exclusions that may be applicable to a section of cover will be set out in the section of cover.

This policy does not cover:

1. Date related performance and functionality

loss or **damage**, consequential loss, additional expenditure or extra expenses, legal liability, fees, costs, disbursements, awards or other expenses of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

- a) the way in which any **data processing system** responds to or deals with or fails to respond to or fails to deal with any true calendar date
- b) any **data processing system** responding to or dealing in any way with:
 - i) any data denoting a calendar date or dates as if the data did not denote a calendar date or dates
 - ii) any data not denoting a calendar date or dates as if the data denoted a calendar date or dates

whether the **data processing system** is your property or not but in respect of all insurances other than Public and Products liability or Contractors' Joint Indemnity this will not exclude subsequent **damage** 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 Section A – Public and products liability

- a) **damage** caused by **virus or similar mechanism or hacking or denial of service attack** to any computer or other equipment, component, system or item which processes, stores, transmits, retrieves or receives data or any part thereof whether tangible or intangible including but without limitation any information, programs or software and whether the property is insured or not

but this will not exclude subsequent **damage** insured under this policy which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons provided there is evidence of physical force or violence, theft or attempted theft, earthquake,

storm, flood, escape of water from any tank, apparatus or pipe or impact by any vehicle or by goods falling from them or by any animal if covered by this policy.

3. Northern Ireland civil commotion

Not applicable to Section A – Public and products liability

damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion

4. Nuclear and war risks, government or public authority order and sonic bangs

death, injury, disablement or loss or **damage** to any property or any loss or expense resulting or arising from or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any **nuclear installation, nuclear reactor** or other nuclear assembly or nuclear component thereof
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes
- e) i) war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power
ii) nationalisation, confiscation, requisition, seizure or destruction by any government or public authority
- f) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

5. Terrorism

Not applicable to Section A – Public and products liability

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

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

General conditions

The following conditions apply to the whole policy. 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. Housing Grants, Construction and Regeneration Act 1996

If a dispute under a construction contract defined in the Housing Grants, Construction and Regeneration Act 1996 is being referred to adjudication under the procedures of the Act and may involve **us** in a payment under this policy, then **you** must:

- a) tell **us** immediately **you** become aware of the referral
- b) forward to **us** immediately upon receipt all relevant documents in connection with the dispute.

We will only be responsible for damages and costs that become payable by **you**.

You must not waive under contract or otherwise any rights of appeal against the decision given by the adjudicator. If **you** do not comply with this **we** will not pay the damages or costs for which **you** are held responsible to pay.

If **we** successfully appeal against a decision and **we**:

- a) are allowed a full or partial recovery, and
- b) have not received the amount involved from any source after a period of six months from the date of the decision

we reserve the right to recover the amount from **you**.

10. Legal representatives

If **you** die **we** will insure **your** legal personal representatives for any liability **you** had previously incurred under this policy provided that they keep to the terms of this policy.

11. Payment by instalments

Where **we** refer in this policy to the payment of premiums this will include payment by monthly instalments. If **you** pay by this method this policy remains an annual contract. The date of payment and the amount of the instalment are governed by the terms of the credit agreement. If an instalment is not received by the due date then subject to the Consumer Credit Act 1974 if it applies the credit agreement and this policy will be cancelled immediately.

12. Reasonable care

You will take any reasonable steps to protect the property, prevent accidents and comply with laws, bye-laws or regulations and take reasonable care in the selection and supervision of **employees**.

13. Sanctions

Notwithstanding any other terms of this policy **we** will be deemed not to provide cover nor will **we** make any payment or provide any service or benefit to **you** or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of **yours** would violate any applicable trade or economic sanctions law or regulation.

Claims conditions

The following conditions apply to the whole policy.

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 J
 - iii) 30 days after any other **damage**, interruption or **bodily injury**
- e) take action to minimise the **damage** and to avoid interruption or interference with the **business** and to prevent further injury or **damage**.

2. 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 F – Business contents

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

Provided that:

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

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

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

The amount **we** pay will be adjusted for:

- 1) **underinsurance** where applicable; and
- 2) the **excess**.

8. Subrogation rights

We are entitled to:

- a) take the benefit of **your** rights against another person prior to or after **we** have paid a claim
- b) take over the defence or settlement of a claim against **you** by another person.

Our complaints procedure

Our commitment to customer service

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

Who to contact in the first instance

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction.

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

Many complaints can be resolved within a few days of receipt

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

Next steps if you are still unhappy

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

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

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

You can also contact them as follows:

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

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

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

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

The Financial Services Compensation Scheme (FSCS)

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

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