Shop
Policy document
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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

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, we, us or our for the purposes of these services).

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.

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.

Commercial Legal Assistance
Legal advice and protection for your business

Helpline services
You can contact our UK-based call centres 24 hours a day, seven days a week. However, we may need to arrange to call you back depending on the enquiry. To help us check and improve our service standards, we record all inbound and outbound calls, except those to the counselling service. When phoning, please tell us the 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
We provide confidential legal advice over the phone on any commercial legal problem affecting the 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.

Our 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, we will refer you to one of our 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, we will call you back.

Tax advice service

Call 0344 893 9022 when you require tax advice
We offer confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.

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

Call 0344 893 9025 for confidential counselling

We 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 us.

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

We will not accept responsibility if the helpline services are unavailable for reasons we cannot control.

Health and medical information service

Call 0344 893 9022 for health and medical information

We will give your employees information over the phone on general health issues and advice on a wide variety of medical matters. We 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, we 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 us at employmentmanual@das.co.uk with your email address, quoting your policy number and we will contact you by email to inform you of future updates to the information.

DASbusinesslaw

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 our 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. Details of how to access DASbusinesslaw will be included with your policy documentation.
Your Shop policy

This policy is a contract between you and us.

This policy and any schedule, endorsement and certificate should be read as if they are one document.

We will insure you under those sections stated in the schedule during any period of insurance for which we have accepted your premium. Our liability will in no case exceed the amount of any sum insured or limit of liability stated in this policy, the schedule or any endorsement to this policy.

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

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

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

Law Applicable to this Contract

Not applicable to section F

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 stated in the schedule. 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 and any schedule, endorsement and certificate carefully and if they do not meet your needs contact us or your broker or insurance intermediary.
Meaning of words

Certain words in the policy have special meanings. These meanings are given below or defined at the beginning of the appropriate section or sub-section. To help you identify these words in the policy we have printed them in italics throughout.

**Average**
If, at the time of the *damage*, the sum insured is less than the full reinstatement value of the property insured the amount we will pay will be reduced in proportion to the amount of the underinsurance.

For the avoidance of doubt solely in respect of the application of *average* to any item under this policy clause c) iii) of General Condition 1 will not apply.

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

**Buildings**
The buildings of the *premises* shown in the schedule comprising:

a) the salesshop and residential accommodation and any outbuildings used in connection with the *business* or for domestic purposes
b) landlord’s fixtures and fittings.

**Business**
The business shown in the schedule including:

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

**Damage**
Loss or damage.

**Employee**
Any of the following people working for *you* in connection with your *business*:

a) anyone who has entered into or works under a contract of service or apprenticeship with *you*
b) any labour only subcontractor or anyone employed by them
c) any self-employed person
d) anyone who is engaged under a Work Experience Scheme or similar scheme
e) anyone who is hired or borrowed by *you*.

**Excess**
Where an excess is shown in the schedule, any section of this policy or any endorsement attached to the policy, the amount for which you will be responsible will be deducted from all claims for *damage* to material property after all other terms and conditions have been applied.

**Premises**
The *buildings* and the land within the boundaries belonging to them.

**We, Us or Our** (This meaning does not apply to section F).
Zurich Insurance plc.

**You or Your**
The person, people or the company shown in the schedule as the Insured.
Section A – buildings

Property Insured
For the purposes of this section buildings includes walls, gates and fences around the buildings and belonging to them.

The cover

<table>
<thead>
<tr>
<th>Buildings</th>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>What is insured</strong></td>
<td>The buildings are insured against damage caused by the events in paragraph 1-10.</td>
<td></td>
</tr>
<tr>
<td><strong>1</strong></td>
<td>Fire, lightning, explosion or earthquake.</td>
<td>Damage caused by theft or attempted theft not involving entry to or exit from the buildings by forcible and violent means.</td>
</tr>
<tr>
<td><strong>2</strong></td>
<td>Theft or attempted theft.</td>
<td></td>
</tr>
<tr>
<td><strong>3</strong></td>
<td>Riot or civil, labour or political disturbances or vandals or malicious people.</td>
<td>Damage caused:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• by theft or attempted theft</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• through confiscation, destruction or requisition by order of the Government or any Public Authority.</td>
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<tr>
<td></td>
<td></td>
<td>Damage resulting from stoppage of work.</td>
</tr>
<tr>
<td><strong>4</strong></td>
<td>Storm or flood.</td>
<td>Damage:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• caused by frost, subsidence, ground heave or landslip</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• to gates and fences</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• due to a change in the water table level.</td>
</tr>
<tr>
<td><strong>5</strong></td>
<td>Escape of water from fixed water apparatus. We will also pay for damage to any fixed water apparatus caused by freezing or forcible or violent bursting.</td>
<td></td>
</tr>
<tr>
<td><strong>6</strong></td>
<td>Impact by aircraft or other aerial devices, any vehicle or articles falling from them or by animals.</td>
<td></td>
</tr>
<tr>
<td><strong>7</strong></td>
<td>Falling aerials, aerial fittings or masts.</td>
<td>Damage arising from the erection, dismantling, repair or maintenance of such apparatus.</td>
</tr>
</tbody>
</table>
What is insured

8 Leakage of fuel oil used solely for domestic purposes in connection with the buildings.

9 Leakage of beer from fixed tanks, pipes or apparatus.

10 Subsidence, ground heave or landslip.

Provided that you must give us immediate notice in the event of building, demolition or excavation operations being commenced on any adjoining site. In such event we shall have the right to vary or cancel the cover provided by the policy for damage caused by subsidence, ground heave or landslip.

11 The insured events 1-10 of section A are extended to include damage from any cause which is not excluded by the terms, conditions and limitations of the policy.

What is not insured

Damage

- caused by the settlement or movement of made up ground or by coastal or riverbank erosion
- occurring while the buildings or any part of the buildings is in the course of erection, demolition, structural alteration or structural repair
- caused by normal settlement or bedding down of structures within two years of completion or during the contract maintenance period whichever is the longer.

Any damage which is not insured under events 1-10 of section A.

Damage caused by or happening through:

a) faulty or defective design materials handling or workmanship, inherent fault or defect, undiscovered defect, gradual deterioration or wear and tear. This shall not exclude subsequent accidental loss, destruction or damage resulting from another cause which happens afterwards and is not otherwise excluded

b) i) collapse or cracking of buildings
ii) corrosion, rust, change in temperature, dampness, wet or dry rot, shrinkage, evaporation, loss of weight, loss of any liquid by leakage of its container, moth, vermin, insects, marring or scratching
iii) change in colour, flavour, texture or finish

but this shall not exclude such damage if resulting from a cause which is not otherwise excluded
<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>c) theft or attempted theft</td>
</tr>
<tr>
<td></td>
<td>d) acts of fraud or dishonesty</td>
</tr>
<tr>
<td></td>
<td>e) i) disappearance, unexplained or inventory shortage, misfiling or misplacing of information</td>
</tr>
<tr>
<td></td>
<td>ii) cracking, fracturing, collapse or overheating of boilers economisers, vessels, tubes or pipes, nipple leakage and/or the failure of welds of boilers</td>
</tr>
<tr>
<td></td>
<td>but this shall not exclude:</td>
</tr>
<tr>
<td></td>
<td>a) such damage if resulting from a cause which is not otherwise excluded</td>
</tr>
<tr>
<td></td>
<td>b) subsequent damage if resulting from another cause which happens afterwards and is not otherwise excluded.</td>
</tr>
<tr>
<td></td>
<td>f) subsidence, ground heave or landslip</td>
</tr>
<tr>
<td></td>
<td>g) any process of cleaning, repairing, restoring, cutting, preparation or fitting</td>
</tr>
<tr>
<td></td>
<td>h) wind, rain, hail, sleet, snow, flood or dust to moveable property in the open</td>
</tr>
<tr>
<td></td>
<td>i) felling or lopping trees.</td>
</tr>
<tr>
<td>12 Accidental damage to underground cables, pipes or tanks servicing the buildings for which you are responsible.</td>
<td>Damage to:</td>
</tr>
<tr>
<td></td>
<td>a) property in transit</td>
</tr>
<tr>
<td></td>
<td>b) property or structures in course of construction or erection and materials or supplies in connection with all such property</td>
</tr>
<tr>
<td></td>
<td>c) gates or fences.</td>
</tr>
<tr>
<td></td>
<td>Any consequential damage.</td>
</tr>
</tbody>
</table>
### What is insured

<table>
<thead>
<tr>
<th>Glass 13</th>
<th>Accidental breakage of fixed glass in windows, doors, showcases, counters and shelves for which you are responsible in the premises</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The most we will pay is the cost of replacing broken glass with glass of similar quality or as otherwise recommended by the British Standard Code of Practice BS 6262.</td>
</tr>
</tbody>
</table>
|          | *We will also pay for:*
|          | • the cost of boarding up until the broken glass is replaced
|          | • *damage* to frames and framework of any description and the cost of removing or replacing any trade contents which may have to be removed to replace the glass. |
|          | The most we will pay is £500. |

| Sanitaryware 14 | Accidental breakage of fixed sanitaryware at the premises for which you are responsible. |

<table>
<thead>
<tr>
<th>Rent 15</th>
<th>If the <em>building</em> is made uninhabitable by <em>damage</em> from any cause insured by this section, we will pay for loss of rent, until the <em>building</em> is repaired or reinstated.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The most we will pay is 15% of the sum insured on <em>buildings</em>. The work of repair or reinstatement must be done without delay.</td>
</tr>
</tbody>
</table>

### What is not insured

<table>
<thead>
<tr>
<th></th>
<th>Silvering, lettering, bending or ornamenting glass in excess of £1,000 any one loss.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Breakage of cracked or scratched glass.</td>
</tr>
<tr>
<td></td>
<td><em>Damage</em> resulting from repairs or alterations to the premises.</td>
</tr>
</tbody>
</table>
### Property Owners Liability

#### What is insured

16. Any amounts which you, as owner of the premises become legally liable to pay as compensation for an accident, occurring during the period of insurance, which causes bodily injury to a person or damage to property.

The most we will pay for any claim or claims arising from any one event is £2,000,000 plus costs agreed by us in writing.

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 any saleshop premises which have been disposed of by you. Provided that you have no other more specific insurance in force.

The most we will pay for any one claim or claims arising from any one event is £2,000,000 plus costs agreed by us in writing.

#### What is not insured

Any liability:

- arising from an agreement which imposes a liability which you would not otherwise have been under
- arising from the occupation of the premises
- for damage to property owned or held in trust by you or in your custody or control
- for bodily injury to any employee
- for the cost of remediying any defect or alleged defect in the premises
- for any damage, bodily injury, cost or expense directly or indirectly caused by or contributed to by arising out of asbestos, asbestos fibres or any derivatives of asbestos.

### Trace and Access

In the event of damage by an event in paragraphs 5, 8 or 9 we will also pay for:

- costs and expenses incurred in locating the source of the damage
- costs and expenses incurred in repairing any damage caused in locating the source of the damage.

The most we will pay is £2,500.

### Settling Claims

We will pay the full cost of repair or reinstatement of the damaged part of the buildings provided that the work is done without delay or at our option we will arrange for the work to be carried out. However, we will take off an amount for wear and tear if the buildings are in a poor state of repair or decoration.

We will not pay for repair or reinstatement to a condition better or more extensive than the condition of the buildings when new.

### Average

The sum insured under each building is separately subject to average.

### Additional Costs

We will pay the necessary and reasonable expenses that you incur in repairing or reinstating the buildings following damage insured under this section, namely:

- fees to architects, surveyors, consulting engineers and others
- the cost of clearing the site and making it and the premises safe
- the cost of complying with any government or local authority requirement following damage unless you were given notice of the requirement before the damage.
We will not pay:

• fees for preparing a claim under this section
• for the cost of undamaged parts of the buildings (except the foundations of the damaged parts)
• the cost of work stipulated in any notice already served upon you
• costs or expenses incurred in removing debris other than from the premises and the area immediately adjacent
• costs or expenses arising from pollution or contamination of property not insured by this policy.

Limits

The most we will pay for damage to the buildings, including additional costs, is the sum insured under section A.

Automatic reinstatement of the sum insured

We will automatically reinstate the sum insured upon notification of a claim to us unless we give you written notice to the contrary.

Provided that you:

• pay the appropriate additional premium
• take immediate steps to carry out any amendments in the protection of the premises that we may require.

The most we will reinstate in any one period of insurance is the sum insured.

Index-linking

(This will only apply if shown in the schedule).

We will automatically adjust the sum insured in line with changes in suitable indices of cost. This adjustment will continue after any insured damage if the repairs or reinstatement are done without delay.

We will not charge any extra premium during the period of insurance but at the end of the period we will work out the renewal premium on the revised sum insured.

Selling your buildings

If you are selling your building we will insure the buyer up to the date the contract is completed unless he has arranged his own insurance. The buyer must keep to the terms and conditions of the policy.

Excess

The excess applicable under this section is shown in the schedule attached to the policy.

Special Exclusion applying to section A

Damage caused by pollution or contamination is not insured except (unless otherwise excluded) damage to the property insured caused by:

• pollution or contamination which itself results from any of the insured events 1-6 under this section
• any of insured events 1-6 under this section which itself results from pollution or contamination.

Your attention is drawn to the Conditions and Exclusions section of this policy.
Meaning of Words

*Trade contents*

1. Stock in trade and goods in trust

2. Trade fixtures and fittings, machinery and all other contents including:
   - the shop front and, if fixed to the *buildings*, any external signs, fitments and blinds
   - any telephone installation, gas or electricity meter
   - business books for their value as stationery plus the cost of clerical labour to reproduce them
   - *your* pedal cycles, clothing, and personal effects or those of *your* employees up to £500 any one person
   - computer systems records for the cost of the materials and of clerical labour and computer time in reproducing them. The most we will pay is £10,000
   - tenants improvements and decorations all contained in the *buildings* and belonging to *you* or for which *you* are responsible.

The following property is not included as *trade contents*:

- glass in the shop front
- personal belongings comprising jewellery and furs
- landlord’s fixtures and fittings
- motor vehicles and their accessories
- livestock
- deeds, bonds, bills of exchange, promissory notes, securities, medals, coins or stamps forming part of a collection
- documents, manuscripts, plans, patterns, models, moulds or designs
- any cost in connection with producing information to be recorded in documents, manuscripts, business books or computer systems records
- explosives
- cash, cheques, stamps or banknotes except as provided for elsewhere in this section
- property more specifically insured

The cover

**What is insured**

The *trade contents* are insured against *damage* caused by the events in paragraphs 1-11.

1. Fire, lightning, explosion or earthquake

**What is not insured**
### What is insured

2. a) Theft or attempted theft. We will also pay for *damage* to the saleshop where you are legally responsible for it.

   b) Robbery or attempted robbery committed in the *premises*.

Provided that:

   i) all existing devices for securing the buildings of the saleshop are put into full and effective operation at night and whenever the saleshop is left unattended

   ii) the drawer of any cash register is left open whenever the saleshop is closed for *business* or left unattended.

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

4. Storm and flood.

5. Escape of water from fixed water apparatus.

6. Impact by aircraft or other aerial devices, by any vehicle and articles falling from them or by animals.

7. Falling aerials, aerial fittings or masts.

### What is not insured

*Damage* caused by theft or attempted theft not involving entry to or exit from the *buildings* by forcible and violent means.

*Damage* caused, or contributed to, by any of your employees.

*Damage* caused:

- by theft or attempted theft
- through confiscation, destruction or requisition by order of the Government or any Public Authority.

*Damage* resulting from stoppage of work.

*Damage*:

- caused by frost, subsidence, ground heave or landslip
- to stock in trade or goods in trust in the lowest storey of the *buildings* unless placed on racks, shelves or stillages at least 15 centimetres above floor level
- due to a change in the water table level.

*Damage* to stock in trade or goods in trust in the lowest storey of the *buildings* unless placed on racks, shelves or stillages at least 15 centimetres above floor level.

*Damage* caused by the erection, dismantling, repair or maintenance of such apparatus.
What is insured

8  Leakage of fuel oil used solely for domestic purposes in connection with the buildings.

9  Leakage of beer from fixed tanks, pipes or apparatus.

10 Subsidence, ground heave or landslip.
    
    Provided that you must give us immediate notice in the event of building, demolition or excavation operations being commenced on any adjoining site. In such event we shall have the right to vary or cancel the cover provided by the policy for damage caused by subsidence, ground heave or landslip.

11 The insured events 1-10 of section B and additional covers 17 and 20 of section B are extended to include damage from any cause which is not excluded by the terms, conditions and limitations of the policy.

What is not insured

Damage:

- caused by the settlement or movement of made up ground or by coastal or riverbank erosion
- occurring while the buildings or any part of the buildings is in the course of erection, demolition, structural alteration or structural repair
- caused by normal settlement or bedding down of structures within two years of completion or during the contract maintenance period whichever is the longer.

Any damage which is not insured under events 1-10 of section B and additional covers 17 and 20 of section B.

Damage caused by or happening through:

a) faulty or defective design materials handling or workmanship, inherent fault or defect, undiscovered defect, gradual deterioration or wear and tear.

This shall not exclude subsequent accidental loss, destruction or damage resulting from another cause which happens afterwards and is not otherwise excluded

b) i) collapse or cracking of buildings

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

What is not insured

iii) change in colour, flavour, texture or finish

but this shall not exclude such damage if resulting from a cause which is not otherwise excluded


c) theft or attempted theft

d) acts of fraud or dishonesty

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

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

but this shall not exclude:

a) such damage if resulting from a cause which is not otherwise excluded.

b) subsequent damage if resulting from another cause which happens afterwards and is not otherwise excluded.

f) subsidence, ground heave or landslip

g) any process of cleaning, repairing restoring, cutting, preparation or fitting

h) wind, rain, hail, sleet, snow, flood or dust to moveable property in the open

i) felling or lopping trees.

Damage to:

a) property in transit

b) property or structures in course of construction or erection and materials or supplies in connection with all such property

c) gaming machines and the baize playing surface of games tables when in use.
### What is insured

#### Glass

12 Accidental breakage of fixed glass in windows, doors, showcases, counters and shelves for which you are responsible in the saleshop premises.

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

We will also pay for:

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

The most we will pay is £500.

#### Sanitaryware

13 Accidental breakage of fixed sanitaryware at the premises for which you are responsible.

#### Seasonal increase

14 The sums insured by items 1, 2 and 4 of the schedule of section B will be automatically increased each year by 30%:

- during November and December
- for 30 days before Easter Day
- or for any other three month period to which we agree in writing.

### What is not insured

- Silvering, lettering, bending or ornamenting glass in excess of £1,000 any one loss.
- Breakage of cracked or scratched glass.
- Damage resulting from repairs or alterations to the premises.
Additional costs

**Property temporarily removed**
We will pay for damage to trade contents whilst temporarily removed for cleaning, renovation, repair or similar purposes by an event in paragraphs 1-11.

Provided that the trade contents remain within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.

We will not pay for:
- stock or goods in trust
- your belongings or those of your employees
- damage caused by storm or flood whilst in the open.

The most we will pay is 15% of the sum insured by item 3 of section B as specified in the schedule.

**Exhibition cover**
We will pay for damage by an event in paragraphs 1-11 to trade contents belonging to you or for which you are responsible whilst at exhibitions within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.

We will not pay for your personal belongings or those of your employees, directors or visitors.

The most we will pay is £2,500.

**Theft of keys**
We will pay for the necessary replacement of locks following the loss of keys to the buildings or to any safe or strongroom in the buildings by theft from:
- the buildings
- the home of any employee or director.

Provided that if the keys are to a safe, they are not left in the buildings overnight.

The most we will pay is £1,000.

**Loss of metered water**
We will pay excess water charges demanded from you by the water supply authority following loss of metered water as a result of damage to fixed water pipes, apparatus and tanks by an event in paragraphs 1-11 provided that you keep a written record of readings from the water supply authority meter at intervals of not less than seven days.

The most we will pay is £2,500.

**Trace and access**
In the event of damage by an event in paragraphs 5, 8 or 9 we will also pay for:
- costs and expenses incurred in locating the source of the damage
- costs and expenses incurred in repairing any damage caused in locating the source of the damage

The most we will pay is £2,500.

We will pay for costs and expenses incurred for removing debris of the trade contents following damage by any of the events in paragraphs 1-11.
Debris removal costs
We will not pay for:
• costs or expenses incurred in removing debris other than from the premises and the area immediately adjacent
• costs or expenses arising from pollution or contamination of property not insured by this policy.

Settling claims
In the event of damage by an event in paragraphs 1-11 to the property insured:
• by item 3 of section B as specified in the schedule we will pay the full cost of repair or reinstatement of the property to a condition equal to but not better than its condition when new, provided that the cost is incurred
• under any other item in section B as specified in the schedule we will indemnify you either by payment, repair, or at our option, reinstatement.

Average
The sums insured by this section are subject to average.

Limits
The most we will pay under any item is the sum insured applicable to that item.

Automatic reinstatement of the sum insured
We will automatically reinstate the sum insured upon notification of a claim to us unless we give written notice to the contrary.

Provided that:
• you pay the appropriate additional premium
• you take immediate steps to carry out any amendments in the protections of the premises that we may require.

The most we will reinstate in any one period of insurance is the sum insured.

Index linking
(This will only apply if shown in the schedule)
We will automatically adjust the sums insured under section B in line with changes in suitable indices of cost.

These adjustments will continue after any insured damage if the repairs or reinstatement are done without delay.

We will not charge any extra premium during the period of insurance, but at the end of the period we will work out the renewal premium on the revised sums insured.

Excess
The excess applicable under this section is shown in the schedule attached to the policy.
Money

Meaning of words

Money
Cash, 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, Premium Savings bonds, luncheon vouchers, trading stamps, credit card sales vouchers, consumer redemption vouchers, National Health Prescriptions and gift tokens accepted by you and VAT purchase invoices, all pertaining to the business and belonging to you or for which you are responsible.

Business Hours
Any time when you or any of your employees or directors with responsibility for money are in the business portion of your premises for the purpose of your business.

The cover

What is insured

Physical damage to:

- money
- safes or strongrooms which normally contain money caused by theft or attempted theft.

Provided that:

a) whenever the saleshop is unattended any safe containing money is securely locked and all keys to that safe are removed from the premises or kept on your person or one of your employees
b) you keep a complete record of money in transit and on your premises and deposit that record in a secure place other than a safe or strongroom containing money
c) where money in transit insured by item (i) exceeds £2,000 it must be accompanied by at least two able-bodied adults.

- where money in transit insured by item (i) exceeds £4,000 it must be accompanied by at least three able-bodied adults.

What is not insured

Loss from any unattended road vehicle.

Damage caused by or due to:

- the dishonest acts of any employee not discovered within 14 days of the occurrence
- clerical or accounting errors.

Damage to money belonging to the Post Office Corporation.
The most we will pay is listed as follows:

For money in the form of crossed cheques, postal orders, crossed bankers' drafts, credit card sales vouchers, Premium Savings bonds, National Savings certificates, unused units in postage stamp franking machines, stamped or franked National Insurance cards and VAT purchase invoices. £250,000

For money in any other form:

i) in transit by you or your employees £7,500
ii) in transit by post (but no more than £5 per packet while in transit by unregistered post) £1,000
iii) in any bank night safe £7,500
iv) in your premises during business hours £7,500
v) in your premises outside business hours in a locked safe or strongroom £2,500
vi) in your premises outside business hours not in a locked safe or strongroom £250
vii) in your home or that of any authorised employee £500
viii) elsewhere NIL

Malicious Attack

We will pay the sum or sums set out in the Table of Benefits shown below if you or any employee sustain bodily injury by violent, external and visible means as a result of malicious attack by anyone stealing or attempting to steal money or trade contents.

Provided that:

• you or any employee is engaged on your business at the time of the attack
• the money or trade contents are insured under the policy
• under benefit E we will not pay the benefit for more than 104 weeks
• we will only pay a benefit if death or disablement occurs within twelve months of the date of injury
• if we are satisfied that disability under benefit E is permanent, benefit D shall become payable when benefit E is exhausted. Except for this, we will not pay more than one benefit for the same accident
• we will not pay for more than one benefit for the same period of time
• no benefit shall be paid until its entire amount has been agreed.

Table of Benefits

If physical injury is the only and direct cause of:

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Death</td>
<td>£10,000</td>
</tr>
<tr>
<td>B</td>
<td>Total loss of one or more limbs</td>
<td>£10,000</td>
</tr>
<tr>
<td>C</td>
<td>Loss of sight</td>
<td>£10,000</td>
</tr>
<tr>
<td>D</td>
<td>Permanent total inability to attend to any occupation or business</td>
<td>£10,000</td>
</tr>
<tr>
<td>E</td>
<td>Temporary total inability to attend to the usual occupation or business</td>
<td>Normal weekly wage or salary up to £100</td>
</tr>
</tbody>
</table>

If any clothing or personal belongings of you or an employee are damaged as a result of malicious attack by anyone attempting to steal money or trade contents, we will pay for that loss.

The most we will pay for any one person is £500.
17

Meaning of words

Damage
Loss or damage.

Income
The money paid or payable to you in the course of your business at the saleshop premises for goods sold or delivered and services provided less the purchase cost of the goods.

Indemnity period
The period during which the results of the business are affected as a result of damage.

The maximum period for which we will pay will not exceed:

- 3 months in respect of a Notifiable disease, or arising from murder or suicide at the premises
- 24 months in respect of any other claim under this section of the policy

Notifiable disease
Illness sustained by any person resulting from:

- food or drink poisoning
- one of the following specified human infectious or human contagious diseases:
  - Acute encephalitis
  - Acute poliomyelitis
  - Bubonic Plague
  - Anthrax
  - Cholera
  - Diphtheria
  - Dysentery
  - Legionellosis
  - Legionnaires Disease
  - Leprosy
  - Leptospirosis
  - Malaria
  - Measles
  - Meningitis
  - Meningococcal Infection
  - Mumps
  - Ophthalmia neonatorum
  - Paratyphoid fever
  - Rabies
  - Relapsing fever
  - Rubella
  - Scarlet fever
  - Smallpox
  - Tetanus
  - Tuberculosis
  - Typhoid fever
  - Typhus fever
  - Viral hepatitis
  - Viral haemorrhagic fever
  - Whooping cough
  - Yellow fever

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

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

Professional accountant’s charges
The reasonable charges payable by you to your professional accountant for producing details that we require for any claim.
The cover
We will pay for the loss of income occurring during the indemnity period resulting from damage caused by any of the insured events 1-13 under this section to any of the following:

- the trade contents or glass insured under this section
- the buildings of the premises shown in the schedule

provided that at the time of the damage there shall be an insurance in force covering your interest in the property at the premises against damage and that payment shall have been made or liability admitted under that insurance

- property in the vicinity of the premises which prevents or hinders the use of the saleshop or access to it.

We will pay:

- the difference between the income you would have received during the indemnity period if there had been no damage and the income you actually received during that period
- extra expenses that you necessarily and reasonably incur in order to minimise the interruption or interference with the business during the indemnity period.

Provided that the expenses incurred are not more than the reduction in income which would otherwise have been incurred

- professional accountant’s charges.

We will take into account in calculating the payment:

- any savings during the indemnity period from business expenses payable out of income which stop or are reduced as a result of the damage
- any income you earn from conducting the business elsewhere during the indemnity period.

The definition of damage includes:

1. a) any occurrence of a notifiable disease at the premises or attributable to food or drink supplied from the premises

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

   c) the discovery of vermin or pests at the premises which causes restrictions on the use of the premises on the order or advice of the competent local authority

   d) any accident causing defects in the drains or other sanitary arrangements at the premises which causes restrictions on the use of the premises on the order or advice of the competent local authority

   e) any occurrence of murder or suicide at the premises

Provided that the beginning of the indemnity period will be:

   i) in the case of a) b) and e), when the incident happens or is discovered

   ii) in the case of c) and d), the date when the restrictions on the premises are applied.

For the period specified in the indemnity period.
We will not pay for:

- loss arising from restrictions on the use of the premises in consequence of an emergency prohibition notice or emergency prohibition order being served against you or the manager of the Premises in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any modifications or re-enactment
- any costs incurred in the cleaning, repair, replacement, recall or checking of property.

**Supplementary Conditions**

- We shall only be liable for the loss arising at those premises which are directly affected by the occurrence, discovery or accident.
- You comply with all issues identified as Contraventions arising from a Food Premises Inspection Report within the timescales stated in such report.
- You notify us immediately of any prohibition notice, emergency prohibition notice or emergency prohibition order served against you or the manager of the premises in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any modifications or re-enactment.

2 **Damage** at any suppliers’ premises within the United Kingdom.

3 The accidental failure of the public supply of electricity, gas or water at the terminal point of the supply authorities feed to the premises. We will not pay for any loss arising from the deliberate act of the supply authority.

**Book Debts**

If your books of account or other business books or records at the premises or whilst temporarily removed from the premises and within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland including whilst in the post suffer damage by any of the insured events 1-13 of Section B and as a direct result of the damage you are unable to trace outstanding debit balances due to you we will pay you:

- a) the difference between outstanding debit balances and the total of the amounts received or traced
- b) additional expenses incurred by you with our consent in tracing and establishing outstanding debit balances
- c) professional accountants charges.

**Limits**

The most we will pay for loss of income and Book Debts for any claim or claims arising from any one occurrence is £1,000,000 except for 2 – damage at suppliers’ premises, where the most we will pay is £10,000.
Special Conditions applying to section B – no. 17 – Business Interruption and Book Debts

1. We will not pay if the business is permanently discontinued, wound up or carried on by a liquidator or receiver, unless we have agreed to do so.

2. You must keep your books of account and other business books and records containing customers accounts in fire resisting safes or fire resisting cabinets of at least two hours fire resistance or store such records elsewhere than at the premises.

Special Exclusion applying to section B
(except nos. 17 – Business Interruption and Book Debts, 18 & 19 – Employers’ & Public and Products Liability)

Damage caused by pollution or contamination is not insured except (unless otherwise excluded) damage to the property insured caused by:

i) pollution or contamination which itself results from any of the insured events 1-6 under this section

ii) any of the insured events 1-6 under this section which itself results from pollution or contamination.

Special Exclusion applying to section B
(no. 17 – Business Interruption and Book Debts)

Damage caused by pollution or contamination is not insured except (unless otherwise excluded) damage to any property used by you at the premises for the purpose of the business caused by:

i) pollution or contamination at the premises which itself results from any of the insured events 1-6 under this section

ii) any of the insured events 1-6 under this section which itself results from pollution or contamination.
### What is insured

<table>
<thead>
<tr>
<th>Employers’ Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>18</strong> Your legal liability for <strong>bodily injury</strong> sustained by any employee which arises out of and in the course of his employment by you in connection with your business.</td>
</tr>
</tbody>
</table>

We will pay:
- all sums you become legally liable to pay for any claim for damages settled or defended with our consent
- claimant’s costs and expenses
- all costs and expenses you incur with our consent in defending any claim for damages
- solicitors’ fees you incur with our consent for:
  - representation at any Coroner’s Inquest or Fatal Enquiry into any death
  - defending in any Court of Summary Jurisdiction any proceedings for any act or omission causing or relating to any one event.

Provided that the **bodily injury** is caused:
- during the period of insurance
- within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

<table>
<thead>
<tr>
<th>Limit of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>The most we will pay other than any limit otherwise stated is £10,000,000 for any one claim against you or by you or series of claims against you or by you arising out of one cause.</td>
</tr>
</tbody>
</table>

The most we will pay under this Policy in respect of any one claim against you or by you or series of claims against you or by you arising directly or indirectly from TERRORISM shall be £5,000,000.

For the purpose of this section of the policy only, TERRORISM means:
- 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(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
  1. involves violence against one or more persons; or
  2. involves damage to property; or
  3. endangers life other than that of the person committing the action; or
  4. creates a risk to health or safety of the public or a section of the public; or
  5. is designed to interfere with or to disrupt an electronic system

### What is not insured

Any Liability:
- for **bodily injury** or disease sustained by any employee:
  - on any offshore installation or support or accommodation vessel for any offshore installation or
  - in transit to from or between any offshore installation or support or accommodation vessel
- for which compulsory motor insurance or security is required under either of the following:
  - the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992
  - the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993
- or any other Compulsory Road Traffic Legislation.
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.

The amount shall be inclusive of:

i) all legal costs and other expenses incurred by any claimant or claimants

ii) all legal costs and other expenses incurred in defending any claim or claims.

Where we agree to indemnify more than one party then nothing in this Policy shall increase our liability to pay any amount in respect of one claim or series of claims in excess of the amount stated above.

<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Extensions to the Employers’ Liability cover</strong></td>
<td>Legal fees and expenses relating to the charge if the charge concerns any deliberate or intentional criminal act or omission by your employee.</td>
</tr>
<tr>
<td>All legal fees or expenses reasonably incurred by the solicitors engaged with our consent to act for, or on behalf of, any of your employees or directors to defend a criminal charge brought under:</td>
<td>Any fines or penalties.</td>
</tr>
<tr>
<td>i)  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</td>
<td>Any part of the cost of any investigation or inquiry other than a solicitor’s investigation restricted to the charge.</td>
</tr>
<tr>
<td>ii) Article 34 of the Health and Safety at Work Act (Northern Ireland) Order 1978 for an offence as defined in Article 31 of that order occurring during the period of insurance and arising out of their employment by you in connection with your business.</td>
<td></td>
</tr>
</tbody>
</table>

Provided that:

- this extension shall apply only to proceedings brought within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

- the employee tells us immediately if any summons or other legal process is served upon him and of any event that may give rise to legal proceedings against him.
**What is insured**

We will indemnify you against costs and expenses incurred with our prior written consent in the defence of any criminal proceedings arising from an alleged breach of 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 including any appeal against conviction arising from such proceedings.

**What is not insured**

Proceedings brought outside the territorial limits.

This extension shall not apply:

a) where proceedings relate to any deliberate or intentional act or omission

b) to fines or penalties of any kind.

The defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work etc. Act 1974 or any regulations made thereunder.

Defence costs available from any other source or provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance.

Provided that:

- *our* liability under this 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 liability

- we must consent in writing to the appointment of any solicitor or counsel who are to act for and on your behalf

- you will give *us* immediate notice of any summons or other process served upon you which may give rise to proceedings under this extension

- in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding

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

If any employee or his personal representatives obtains a judgement for damages for bodily injury against any Company or individual operating from premises within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and that judgement remains unpaid for more than six months we will pay to the employee or his personal representatives, at your request, the amount of any unpaid damages and awarded costs.

Provided that:

- the bodily injury:
  - i) is caused during the period of insurance
  - ii) arises out of and in the course of his employment in your business
- there is no appeal outstanding
- if any payment is made under this extension the employee or his personal representatives shall assign the judgement to us.

### Court Attendance Expenses

We will pay you the rates shown below if any such people are required to attend court as a witness at our request, in connection with a claim for which insurance is provided under this section:

<table>
<thead>
<tr>
<th>Role</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>you or your partner or director</td>
<td>£250 per day</td>
</tr>
<tr>
<td>any employee</td>
<td>£100 per day</td>
</tr>
</tbody>
</table>

### Indemnity to Directors and Employees

If the following people have a claim made against them for which you would be insured by the Employers’ Liability cover, we will pay any amounts for which they are legally liable:

- any director or employee
- any officer, member or employee of your social, sports or welfare organisations or first aid, fire or ambulance services.

Provided that

- you request us to do so
- such people keep to the terms, conditions and limitations of the policy.
### Non-Manual work abroad

<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>This insurance applies anywhere in the world where your directors, employees or partners are on temporary visits on your business for the purpose of non-manual work.</td>
<td></td>
</tr>
<tr>
<td>Provided that they are normally resident in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.</td>
<td></td>
</tr>
</tbody>
</table>

### Private Work

<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private work carried out by any employee for you or any of your directors</td>
<td></td>
</tr>
</tbody>
</table>

### All the extensions to the Employers' Liability cover are subject to the following:

- we shall not be liable under these extensions unless we have the sole conduct and control of all claims
- these extensions shall not apply to any liability which is insured under any other policy
- the most we will pay will not increase and we will not pay more than stated
- these extensions are subject to the terms, limitations and conditions of the policy.

### Public and Products Liability

<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>All sums which you shall become legally liable to pay as compensation for:</td>
<td>Any liability:</td>
</tr>
<tr>
<td>• accidental bodily injury to any person</td>
<td>• from accidental bodily injury sustained by any employee or director in the course of his employment by you in connection with the business</td>
</tr>
<tr>
<td>• accidental damage to material property</td>
<td>• arising from professional advice given by you for a fee or in circumstances where a fee would normally be charged</td>
</tr>
<tr>
<td>• accidental obstruction, accidental trespass, accidental nuisance or accidental interference with pedestrian, road, rail, air or waterborne traffic</td>
<td>• arising out of treatment or the dispensing of medicines or drugs</td>
</tr>
<tr>
<td>• charges of wrongful arrest or malicious prosecution being brought against you arising out of any allegation of shoplifting or other improper conduct at your premises by any person other than an employee</td>
<td>• which arises from ownership of the premises</td>
</tr>
<tr>
<td>occurring during the period of insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in connection with the business at the saleshop premises or arising out of goods or commodities sold, supplied, repaired or serviced in connection with the business.</td>
<td>• for the cost of repairing, replacing, reinstating, rectifying, recalling or guaranteeing the performance of any goods sold, supplied, repaired or serviced in connection with the business</td>
</tr>
<tr>
<td></td>
<td>• for damage to property which belongs to you or is held in trust by you or borrowed, rented, leased or hired for use by you</td>
</tr>
</tbody>
</table>

This shall not apply to:

i) personal property (including vehicles and their contents) of your visitors, directors or employees
**What is insured**

- ii) buildings or their contents temporarily occupied by you for the purpose of carrying out work
- iii) premises rented, hired, leased or lent to you unless the liability attaches solely because of a contract or agreement

- for damage to that part of any property upon which you or your servant or agent has been working, where the damage is a direct result of such work
- for liquidated damages, fines or penalties which attach solely because of a contract or agreement
- arising from the ownership, possession or use of any mechanically propelled vehicle or mobile plant by you or on your behalf:
  - i) which is licensed for road use
  - ii) for which compulsory motor insurance or security is required
  - iii) which is more specifically insured

This shall not apply to the loading and unloading of mechanically propelled vehicles or mobile plant unless more specifically insured

- arising out of manual work undertaken away from the saleshop premises other than collection or delivery by you or any of your employees.
- arising from the ownership, possession or use by you or on your behalf of:
  - i) craft designed to travel through air or space
  - ii) hovercraft or watercraft other than barges, motor launches and non-powered craft used on inland waterways.

- arising from any products sold, supplied or exported to the United States of America or Canada

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**Limit of Liability**

The most we will pay, unless otherwise stated, for all claims made for any one accident or series of accidents occurring in connection with any one event is £2,000,000. For claims arising from commodities or goods sold, supplied, repaired or serviced by you or on your behalf, the most we will pay for any one period of insurance is £2,000,000. We will also pay all legal costs awarded to any claimant or incurred in defending any claim that is contested with our consent.

---

**What is not insured**

- ii) buildings or their contents temporarily occupied by you for the purpose of carrying out work
- iii) premises rented, hired, leased or lent to you unless the liability attaches solely because of a contract or agreement

- for damage to that part of any property upon which you or your servant or agent has been working, where the damage is a direct result of such work
- for liquidated damages, fines or penalties which attach solely because of a contract or agreement
- arising from the ownership, possession or use of any mechanically propelled vehicle or mobile plant by you or on your behalf:
  - i) which is licensed for road use
  - ii) for which compulsory motor insurance or security is required
  - iii) which is more specifically insured

This shall not apply to the loading and unloading of mechanically propelled vehicles or mobile plant unless more specifically insured

- arising out of manual work undertaken away from the saleshop premises other than collection or delivery by you or any of your employees.
- arising from the ownership, possession or use by you or on your behalf of:
  - i) craft designed to travel through air or space
  - ii) hovercraft or watercraft other than barges, motor launches and non-powered craft used on inland waterways.

- arising from any products sold, supplied or exported to the United States of America or Canada
We will indemnify you against costs and expenses incurred with our prior written consent in the defence of any criminal proceedings arising from an alleged breach of 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 including any appeal against conviction arising from such proceedings.

Proceedings brought outside the territorial limits. This extension shall not apply:

a) where proceedings relate to any deliberate or intentional act or omission
b) to fines or penalties of any kind.

The defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work etc. Act 1974 or any regulations made thereunder.

Defence costs available from any other source or provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance.

This extension is subject to the following:

- our liability under this extension will not exceed £2,000,000 in any one period of insurance. This limit will form part of and not be in addition to the limit of liability
- we must consent in writing to the appointment of any solicitor or counsel who are to act for and on your behalf
- you will give us immediate notice of any summons or other process served upon you which may give rise to proceedings under this extension
- in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- where we have already indemnified you in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another extension of the policy the amount paid under that extension will be taken into account in arriving at our liability payable under this extension.

What is insured

Motor Contingent Liability

Extensions to the Public Liability cover

All sums which you shall become legally liable to pay as compensation for:

- accidental bodily injury contracted by any person
- accidental damage to material property arising out of the use of any motor vehicle being used in connection with your business.

What is not insured

Any liability:

- arising from the use of a motor vehicle which you own or provide
- for any damage to the vehicles or goods carried in them
- arising while the vehicle is being driven by any person who, to your knowledge, does not hold a driving licence unless that person has held one and is not disqualified from holding one
- more specifically insured under another policy
- arising outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
- attaching to any person other than you.
Environmental
Clean Up Costs

Meaning of words

**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 such remediation commences.

**Remediation**

Remedying the effects of *Pollution or Contamination* including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

**Enforcing Authority**

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

**Pollution or Contamination**

a) All pollution or contamination of buildings or other structures or of water or land or the atmosphere; and

b) all loss or *damage* or *bodily injury* directly or indirectly caused by such pollution or contamination.

What is insured

All sums insured which you shall become legally liable to pay as compensation for *Clean Up Costs* arising from environmental damage caused by *Pollution or Contamination* where such 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. All *Pollution or Contamination* which arises out of one incident shall be deemed to have occurred at the same time such incident takes place

b) our liability under this extension shall not exceed £1,000,000 for any one occurrence and in the aggregate in any one period of insurance and will be the maximum we will pay inclusive of all costs and expenses.

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

What is not insured

Any liability:

• in respect of 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

• for *damage* connected with pre-existing contaminated property

• for *damage* caused by a succession of several events where such individual event would not warrant immediate action

• in respect of 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

• in respect of 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
<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>• in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being <em>Pollution or Contamination</em> caused by a sudden, identifiable, unintended and unexpected incident</td>
<td>• in respect of fines or penalties of any kind</td>
</tr>
<tr>
<td>• for <em>damage</em> resulting from an alteration to subterranean stores of groundwater or to flow patterns</td>
<td>• for <em>damage</em> 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 they are responsible</td>
</tr>
<tr>
<td>• in respect of costs for the reinstatement or reintroduction of flora or fauna</td>
<td>• in respect of <em>damage</em> 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</td>
</tr>
<tr>
<td>• for <em>damage</em> caused by disease in animals belonging to or kept or sold by you.</td>
<td>• for <em>damage</em> which is covered by a more specific insurance policy</td>
</tr>
<tr>
<td>Cross Liabilities</td>
<td>• for <em>damage</em> 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</td>
</tr>
<tr>
<td>Health and Safety at Work etc. Act 1974</td>
<td>• for <em>damage</em> caused by disease in animals belonging to or kept or sold by you.</td>
</tr>
</tbody>
</table>

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

*We will pay, at your request, all legal fees and expenses incurred in the defence of any criminal proceedings brought against you or one of your *employees* or directors for a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, including legal costs and expenses incurred with our consent in an appeal against conviction.*
### Personal Liability during visits abroad

#### What is insured

The personal liability of:

- you
- any employee or director
- the family of any employee or director while accompanying such a person during temporary visits anywhere in the world in connection with your business.

Provided that such persons listed above shall keep to the terms, limitations and conditions of this policy as they apply to the public liability cover.

#### What is not insured

Any liability:

- arising from any contract or agreement which imposes a liability that you would not otherwise have been under
- arising from the ownership or occupation of any land or buildings
- arising from the carrying on of any trade or profession
- arising from the ownership, possession or use of:
  - firearms other than sporting guns
  - mechanically propelled vehicles
  - craft designed to travel through air and space
  - hovercraft or watercraft
  - animals of dangerous species
- arising from damage to property owned or held in trust by:
  - you
  - any employee or director
  - the family of any employee or director whilst accompanying such people during temporary visits anywhere in the world in connection with your business
- for accidental bodily injury contracted by:
  - you
  - any employee or director
  - the family of any employee or director whilst accompanying such people during temporary visits anywhere in the world in connection with your business.
<table>
<thead>
<tr>
<th>Indemnity to Directors and Employees</th>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>If the following people have a claim made against them for which <em>you</em> would be insured by the Public Liability cover, <em>we</em> will pay for any amounts for which they are legally liable:</td>
<td>• any director or <em>employee</em>&lt;br&gt;• any officer, member or <em>employee</em> of your social, sports or welfare organisations or first aid, fire or ambulance services.</td>
<td></td>
</tr>
<tr>
<td>Provided that:</td>
<td>• you request <em>us</em> to do so&lt;br&gt;• such people shall keep to the terms, conditions and limitations of this policy</td>
<td></td>
</tr>
</tbody>
</table>

| Private Work | Private work carried out by any *employee* for *you* or any of *your* directors. | |

| Non-Manual work abroad | This insurance applies anywhere in the world where *your* directors, *employees* or partners are on temporary visits on *your* business for the purpose of non-manual work. Provided that they are normally resident in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands. | Fines or penalties.<br>The cost of replacing, reinstating, rectifying or erasing any personal data. |

| Data Protection Act | We will pay all sums *you* become legally liable to pay under Section 13 of the Data Protection Act 1998 in accordance with personal data held by *you*. | |
**What is insured**

We will, at your request, pay all legal expenses or fees reasonably incurred in defending any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 including costs and expenses incurred with our consent in an appeal against conviction.

Provided that:

- the alleged breach occurs during the period of insurance
- the criminal proceedings relate to an offence committed in the course of your business
- the proceedings are brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- we have sole conduct and control of all claims
- you or any employee shall tell us immediately if any summons or other process is served upon you or any employee and of any event that may give rise to proceedings against such people.

The most we will pay is £25,000.

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**What is not insured**

- Legal fees or expenses where you or your employee are insured by another policy.
- Legal fees or expenses where proceedings are for any deliberate or intentional criminal act or omission by you or any employee.
- Legal costs and expenses which you or any employee may be ordered to pay by a court of criminal jurisdiction for any deliberate or intentional criminal act or omission of you or any employee.
- Fines or penalties.

The cost of any investigation or enquiry other than a solicitor’s investigation restricted to criminal proceedings as defined in this sub-section.

---

**All the extensions to the Public Liability cover are subject to the following:**

- we shall not be liable under these extensions unless we have the sole conduct and control of all claims
- these extensions shall not apply to any liability which is insured under any other policy
- the most we will pay will not increase and we will not pay more than stated
- these extensions are subject to the terms limitations and conditions of the policy.
**Special Condition applying to no. 19 of section B – Public and Products Liability**

Liability arising from Pollution or Contamination is not insured unless 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 shall be deemed to have occurred at the time such incident takes place.

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 £2,000,000. Provided that the most we will pay will not increase and we will not pay more than the limit stated under No. 19 of section B.

For the purpose of this condition “Pollution or Contamination” shall mean:

i) all Pollution or Contamination of buildings or other structures or of water or land or the atmosphere and

ii) all damage or bodily injury directly or indirectly caused by such Pollution or Contamination.

---

**What is insured**

**Tenant’s Liability**

20 (this does not apply if you are the owner of the buildings)

Your legal liability as tenant for:

- damage to the buildings or to landlord’s fixtures and fittings directly caused by any of the events in paragraphs 1-11 of section B
- the cost of repairing accidental damage to underground pipes, drains and cables on the premises or connecting them to the public mains.

The most we will pay is ten percent (10%) of the sum insured under section B.

*Your attention is drawn to the Conditions and Exclusions section of this policy.*
## Meaning of Words

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

## The cover

<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>Damage to all frozen or chilled food contained in any appliance caused by:</td>
<td>Damage caused by your wilful neglect.</td>
</tr>
<tr>
<td>• change in temperature resulting from:</td>
<td>Damage caused by the failure of the public supply of electricity due to the deliberate act of the supply authority.</td>
</tr>
<tr>
<td>i) mechanical or electrical breakdown of the appliance</td>
<td></td>
</tr>
<tr>
<td>ii) accidental failure of the public electricity supply at the terminal points of the supply authority’s feed to the premises</td>
<td></td>
</tr>
<tr>
<td>• accidental leakage of refrigerant or refrigerant fumes.</td>
<td></td>
</tr>
</tbody>
</table>

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

### Average
The sum insured under this section is subject to average.

### Index-linking
(This will only apply if shown in the schedule.)
We will automatically adjust the sum insured in line with changes in suitable indices of cost.
We will not charge any extra premium during the period of insurance but at the end of the period we will work out the renewal premium on the revised sum insured.

### Excess
The excess applicable under this section is £50.

*Your attention is drawn to the Conditions and Exclusions section of this policy.*
Section D – goods in transit

Meaning of Words

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

The cover

<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
</table>
| *Damage to the trade contents* while in transit to or from the premises anywhere in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and the Republic of Ireland by you or any employee.  
The most we will pay is the sum insured in the schedule. | *Damage to trade contents* in a mobile shop.  
Loss from an unattended road vehicle unless the vehicle:  
a) during *working hours* has all doors and windows and other means of access securely fastened and locked  
b) at all times out of *working hours* is housed in a securely locked garage.  
*Damage arising from:*  
• depreciation, delay, inadequate documentation or consequential loss  
• wear and tear, breakdown of refrigeration, defective packing, mildew, vermin or contamination  
• the carriage of fireworks or other dangerous goods |

*Excess*  
The excess applicable under this section is £50.

*Your attention is drawn to the Conditions and Exclusions section of this policy.*
Section E – ‘all-risks’

The cover

<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>Damage to the property shown in the schedule from any cause occurring within Europe.</td>
<td>Mechanical or electrical breakdown.</td>
</tr>
<tr>
<td></td>
<td>Loss from an unattended road vehicle.</td>
</tr>
<tr>
<td></td>
<td>Damage caused by:</td>
</tr>
<tr>
<td></td>
<td>• wear and tear or gradual deterioration, moth or vermin or climatic conditions</td>
</tr>
<tr>
<td></td>
<td>• cracking, scratching or breakage of records, glass or other brittle material</td>
</tr>
<tr>
<td></td>
<td>• any process of cleaning, alteration, maintenance or repair</td>
</tr>
<tr>
<td></td>
<td>• the use of bent, foreign or false coins.</td>
</tr>
</tbody>
</table>

Settlement of claims

We will pay the full cost of repair or reinstatement of the property insured to a condition equal to but not better than its condition when new provided that the cost is incurred.

Average

The sum insured for each item under this section is separately subject to average.

Excess

The excess applicable under this section is £50 in respect of each loss occurrence unless shown separately in the schedule.

Your attention is drawn to the Conditions and Exclusions section of this policy.
Section F – Legal expenses

This section is only operative if stated in the schedule.

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

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

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

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

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

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

Special definitions

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

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

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

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

Countries covered
a) For insured incidents Legal defence (excluding 5. Statutory notice appeals) and Personal injury:

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

b) For all other insured incidents:

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands.
Cross tax enquiry
A full enquiry which includes a review of Value Added Tax and/or Employer compliance.

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

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

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

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

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

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

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

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

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

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

Preferred law firm or tax consultancy
A law firm, barristers’ chambers or tax expert we choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the insured person’s claim and must comply with our agreed service standard levels which we audit regularly. They are appointed according to the DAS standard terms of appointment.
Reasonable prospects
a) For civil cases the prospects that the insured person will:
   i) recover losses or damages or a reduction in tax or National Insurance liabilities
   ii) obtain any other legal remedy that we have agreed to, including an enforcement of judgment
   iii) make a successful defence or make a successful appeal or defence of an appeal,
       must be at least 51%.
       We or a preferred law firm or tax consultancy on our behalf will assess whether there are reasonable prospects.
b) For criminal cases there is no requirement for there to be prospects of a successful outcome. However for appeals the prospects must be at least 51%.

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

We, us or our
DAS Legal Expenses Insurance Company Limited (for the purpose of this section only).
Cover

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

Provided that:

a) **reasonable prospects** exist for the duration of the claim; and

b) the **date of occurrence** of the insured incident is during the **period of insurance**; and

c) any legal proceedings will be dealt with by a court or other body which we agree to within the **countries covered**; and

d) the insured incident happens within the **countries covered**.

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

Provided that:

i) the most we will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000

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

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

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

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

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

We will not pay:

1. any costs that fall outside the **DAS standard terms of appointment** if you decide not to use the services of a **preferred law firm or tax consultancy**

2. more than £1,000,000 in any one **period of insurance** in respect of all compensation awards payable by us

3. the first £500 of any contract dispute claim where the amount in dispute exceeds £5,000

4. more than £2,000 for claims in respect of **aspect enquiries**

5. the first £200 of costs and expenses of each and every claim in respect of **aspect enquiries**.
Insured incidents

Employment disputes and compensation awards

1. Employment disputes

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

a) before the issue of legal proceedings in a court or tribunal following the dismissal of an employee

b) in unfair dismissal disputes under the ACAS Arbitration Scheme

c) in legal proceedings in respect of any dispute relating to:
   i) a contract of employment with you
   ii) an alleged breach of the statutory rights of an employee, ex-employee or prospective employee under employment legislation.

We will not pay any claim relating to:

1. a dispute where the cause of action arises within the first 90 days of the start of this section

2. a dispute with an employee under a written or oral warning (formal or informal) within 180 days immediately before the start of this section if the date of occurrence was within the first 180 days of the start of this section

3. redundancy or alleged redundancy or unfair selection for redundancy which occurs within the first 180 days of the start of this section

4. damages for personal injury or damage to property


2. Compensation awards

We will pay:

a) any basic and compensatory award; and/or

b) an order for compensation following a breach of your statutory duties under employment legislation

in respect of a claim we have accepted under insured incident 1.

Provided that:

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

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

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

iv) the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by us.
We will not pay:

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

3. Employee civil legal defence

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

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

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

4. Service occupancy

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

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

Legal defence

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

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

2. Criminal prosecution defence
   following an event which leads to the insured person being prosecuted in a court of criminal jurisdiction provided that we will only cover criminal investigations or prosecutions which arise in direct connection with the business

3. Data protection and Information Commissioner registration
   a) if civil action is taken against the insured person for compensation under section 13 of the Data Protection Act 1998. We will also pay any compensation award made against the insured person under section 13 of the Data Protection Act 1998
   b) in an appeal against the refusal of the Information Commissioner to register your application for registration

provided that at the time of the insured incident you have registered with the Information Commissioner.
4. **Wrongful arrest**
   if civil action is taken against you for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.

5. **Statutory notice appeals**
   in an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting the **business**
   but excluding:
   a) an appeal against the imposition or terms of any Statutory Notice issued in connection with your licence, mandatory registration or British Standard Certificate of Registration
   b) a Statutory Notice issued by an insured person's regulatory or governing body.

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

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

We will not cover any claim relating to:

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

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

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

a) any event which causes damage to such material property

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

c) a trespass

provided that you have established the legal ownership or right to the land that is the subject of the dispute.
We will not cover any claim relating to:

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

**Personal injury**

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

We will not cover any claim relating to:

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

**Tax protection**

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

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

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

We will not cover any insured incident:

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

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

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

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

4. Costs we have not agreed
   costs and expenses incurred before our written acceptance of a claim

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

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

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

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

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

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

11. Judicial review
    costs and expenses arising from or relating to judicial review, coroner’s inquest or fatal accident inquiry
12. Late reported claims
any claim reported to us more than 180 days after the date the insured person should have known about the insured incident

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

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

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

16 Shareholding or partnership disputes
any claim relating to a shareholding or partnership share in the business.
Special conditions applicable to section F

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b) If the appointed preferred law firm or tax consultancy or our in-house lawyer cannot negotiate settlement of your claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest then you may choose a law firm or tax expert to act as the appointed representative. We will choose the appointed representative to represent you in any proceedings where we are liable to pay a compensation award.
c) If you choose a law firm as your appointed representative that is not a preferred law firm or tax consultancy we will give your choice of law firm the opportunity to act on the same terms as a preferred law firm or tax consultancy. However if they refuse to act on this basis the most we will pay is the amount we would have paid if they had agreed to the DAS standard terms of appointment.

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

13. Your responsibilities
An insured person must:

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

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

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

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

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

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

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

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

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

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

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

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

You can contact them by:

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

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

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

Helping with your legal problem

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

Making a claim

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

Please do not ask for help from a lawyer, accountant or anyone else before we have agreed that you should do so. If you do we will not pay the costs involved even if we do accept the claim.
Endorsements applicable to all sections other than section F – legal expenses

(apply only if indicated in the schedule)

Damage caused by theft or attempted theft is not insured unless devices for the security of the premises are installed in accordance with the following Specification and all such devices are put into full and effective operation at night and whenever the saleshop premises are closed for business or left unattended:

**Specification**

1 All external doors of the buildings occupied by you together with internal doors which give access to any part of the buildings not occupied by you must be fitted and secured with one of the following:
   i) a mortice deadlock with matching boxed striking plate or a rim lock, which in either case conforms to BS3621:1980 Specification for Thief Resistant Locks
   ii) a five (or more) lever close shackle padlock and locking bar
   iii) in the case of aluminium or UPVC framed doors, an integral cylinder operated swingbolt mortice lock
   iv) an alternative form of lock or locking system of at least similar quality and strength to BS3621:1980 which is approved by us in writing.

2 All outward opening external doors of the buildings occupied by you and internal doors which give access to any part of the buildings not occupied by you must be fitted and secured with hinge bolts.

3 All accessible opening windows, fanlights and skylights including those accessible from decks, roofs, fire escapes or downpipes must be fitted and secured with key operated window locks. This requirement does not apply to windows protected by solid steel bars, grilles, expanded metal or weld-mesh.

**Notes:**

i) Any door or window officially designated a fire exit by the Fire Authority will require consultation with the Fire Authority so that the interests of both safety and security can be met.

ii) The above measures comprise our minimum security requirements. Where additional protections are required by us, or where we agree to accept alternative security measures, we will specifically advise you in writing.

The following are not insured by this policy:

a) theft or attempted theft

b) breakage of glass and other damage caused by theft or attempted theft or any resultant loss of income

c) loss of money by theft and damage to safes caused by thieves.
Damage caused by theft or attempted theft as insured by event No. 2 of section B is not insured unless:

a) the Intruder Alarm is installed in accordance with the specification or system record approved by us and is put into full and effective operation at night and whenever the saleshop premises are closed for business or left unattended

**Note:**

We will not regard the Intruder Alarm as effective if the specification or system record provides for a telephone line, direct line or central monitoring station warning system and you have had notice of the withdrawal of the police, telephone or central monitoring station service and such service has actually been withdrawn

b) the Intruder Alarm is maintained under contract by a company which is either included in the official list of recognised firms of the National Approval Council for Security Systems (NACOSS) or approved by us

c) all keys of the Intruder Alarm are removed from the saleshop premises at night and whenever they are closed for business or left unattended.

**Note:**

Where you or one of your employees occupy part of the premises for residential purposes the keys must be removed from the business part of the premises.
Conditions and exclusions applying to the whole policy other than section F – legal expenses

General conditions
In the following conditions the word you also includes any other person insured under the policy.

1  a) At inception and renewal of this policy and also whenever changes are made to it at your request you must:
   i) disclose to us all material facts in a clear and accessible manner; and
   ii) not misrepresent any material facts.

b) If you do not comply with clause a) of this condition we may:
   i) avoid this policy which means that we will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by you is proven by us to be deliberate or reckless in which case we will not return the premium paid by you; and
   ii) recover from you any amount we have already paid for any claims including costs or expenses we have incurred.

c) If you do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what we would have done if we had known about the facts which you failed to disclose or misrepresented:
   i) if we would not have provided you with any cover we will have the option to:
      1) avoid the policy which means that we will treat it as if it had never existed and repay the premium paid; and
      2) recover from you any amount we have already paid for any claims including costs or expenses we have incurred
   ii) if we would have applied different terms to the cover we will have the option to treat this policy as if those different terms apply. We may recover any payments made by us on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
   iii) if we would have charged you a higher premium for providing the cover we will charge you the additional premium which you must pay in full.

d) Where this policy provides cover for any person other than you and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession we will not invoke the remedies which might otherwise have been available to us under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than you.

Provided always that if the person concerned or you acting on their behalf makes a careless misrepresentation of fact we may invoke the remedies available to us under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

2 You will take all 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.
3 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 1 but only with effect from the date of the change in circumstances or material facts.

4 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.

5 If you decide you do not want to accept the policy, or any subsequent renewal of it, please tell us (or your insurance intermediary) within 14 days of receiving the policy or renewal notice. We may, at our discretion, charge you for the time you have been on cover, including insurance premium tax.

6 We have the right to cancel this policy or any section, or part of it, by giving 14 days’ notice in writing by registered letter to your last known address.
7 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 before the arbitrator has reached a decision.

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

9 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.

10 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 the policy each year and continue to collect premiums using this method. We may vary the terms of the policy (including the premium) at renewal. If you decide that you do not want us to renew the policy, provided you tell us (or your insurance intermediary) before the next renewal date, we will not renew it.

11 Where we refer in the policy to the payment of premiums this shall include payment by monthly instalments. If you pay by this method the 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 the policy will be cancelled immediately.

12 You must tell us immediately if any building or part of any building becomes unoccupied and pay an additional premium if required. We shall have the right to change the terms and conditions of the policy and you must action any risk improvement measures that we may require.

13 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**

1. Upon learning of any circumstances likely to give rise to a claim you must:
   - tell us as soon as reasonably possible and give us all the assistance we may reasonably require
   - 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
   - immediately send to us any writ or summons issued against you
   - supply, at your own expense, full details of the claim in writing including any supporting evidence and information that we require within the following periods:
     i) 7 days for damage by riot or civil, labour or political disturbances or vandals or malicious people
     ii) 30 days after the expiry of the indemnity period under section B No. 17 – Business Interruption and Book Debts
     iii) 30 days after any other damage, interruption or bodily injury
   - take action to minimise the damage and to avoid interruption or interference with the business and to prevent further injury or damage.

2. We shall have the right to settle a claim by:
   - the payment of money
   - reinstatement or replacement of the property lost or damaged
   - repair of the property lost or damaged
   If we decide upon reinstatement, replacement or repair we shall do so in a reasonable manner but not necessarily to its exact previous condition or appearance. We shall not spend on any one item, more than its sum insured.

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

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

5. If at the time of the claim there is any other policy covering the same property or occurrences insured by this policy we will be liable only for our proportionate share.
   If any other such policy has a provision preventing it from contributing in like manner then our share of the claim shall be limited to the proportion that the sum insured bears to the value of the property insured.

6. We are entitled to:
   - take the benefit of your rights against another person before or after we have paid a claim
   - take over the defence or settlement of a claim against you by another person.

7. We have the right to enter the building where the damage has happened and to take and keep any of the property insured and to deal with salvage in a reasonable manner.
General exclusions – applicable to all insurances other than Employers’ Liability

The policy does not cover:

1 Any event arising from war, invasion, act of foreign enemy, hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection, military force or coup.

2 Damage occasioned by or happening through or in consequence directly or indirectly of Terrorism.

In any action, suit or other proceedings where we allege that by reason of this General Exclusion cover is not provided under this Policy the burden of proving that such damage is covered shall be upon you.

Definition

For the purposes of this General Exclusion the following special meaning shall apply:

‘Terrorism’ shall mean:

a) in respect of England including the Channel Tunnel up to the frontier with the Republic of France as set out by the Treaty of Canterbury 1986, Wales, Scotland, Northern Ireland, the Isle of Man and Channel Islands but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987, the Territorial Sea Act 1987 (Isle of Man) Order 1991, the Territorial Sea Act 1987 (Jersey) Order 1997 and Territorial Sea Act 1987 (Jersey) (Amendment) Order 2002:

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

b) in respect of elsewhere than as described in a) above:

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 thereof 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 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

c) 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) or b) above.
3 Damage arising from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

4 Any expense, consequential loss, legal liability or damage to any property directly or indirectly arising from:
   • ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
   • the radioactive, toxic, explosive or other hazardous or contaminating properties of any Nuclear Installation, Nuclear Reactor or other nuclear assembly or nuclear component thereof
   • any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
   • the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this sub paragraph 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.

This General Exclusion will not apply to section B No. 18 Employers’ Liability except where you have undertaken under a contract or agreement either to indemnify another party or to assume the liability of another party in respect of such bodily injury.

Meaning of words
For the purposes of this Exclusion, the following special meanings will apply:

**Nuclear Installation**
Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for:
   • the production or use of atomic energy
   • the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
   • the storage, processing or disposal of nuclear fuel or of 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.

5 Damage to any electrical plant or appliance caused by its own:
   • over-running
   • short-circuiting
   • excessive pressure
   • self-heating.

This exclusion shall not apply where fire spreads to cause damage to other plant or appliances or other property insured.
The policy does not cover:

i) loss, destruction or damage

ii) consequential loss, additional expenditure or extra expenses

iii) legal liability

iv) other 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 such data did not denote a calendar date or dates

ii) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such DATA PROCESSING SYSTEM is the property of the Insured or not and whether operating before or after the year 2000

but in respect of all insurances other than Public Liability or Products Liability or Contractors’ Joint Indemnity or Legal Expenses this shall not exclude subsequent loss destruction or damage or consequential loss, additional expenditure or extra expenses (not otherwise excluded) which itself results from a DEFINED PERIL otherwise covered by this Policy.

DEFINITIONS For the purpose of this Exclusion, the following special meanings shall apply:

“DATA PROCESSING SYSTEM” shall mean any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

“DEFINED PERILS” shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank apparatus or pipe, impact by any vehicle or by goods falling therefrom or animal.

Subject otherwise to the terms, conditions and limitations of the policy.

7 Damage to any property in Northern Ireland or loss resulting from such damage arising from riot or civil commotion and (except in respect of damages by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons

8 Damage to any computer or other equipment or system or item which processes stores transmits retrieves or receives data whether tangible or intangible (including but without limitation any information or programs or software) and whether the property is insured or not where such damage is caused by virus or similar mechanism or hacking or denial of service attack.

consequential loss directly or indirectly caused by or arising from virus or similar mechanism or hacking or denial of service attack.

But this shall not include damage or consequential loss which results from an insured event (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence)
Meaning of words
For the purposes of this Exclusion, the following special meanings will apply:

**Virus or Similar Mechanism**
*Virus or Similar Mechanism* means 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. The definition of *Virus or Similar Mechanism* includes but is not limited to trojan horses worms and logic bombs.

**Hacking**
*Hacking* means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data whether belonging to you or not.

**Denial of Service Attack**
*Denial of Service Attack* means 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 generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.
Our complaints procedure

Not applicable to section F – legal expenses

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:
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.