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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.
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 Office 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 provided always that all the terms and conditions of this policy are complied with. 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 G

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.

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

a) the office and residential accommodation and any outbuildings used in connection with the *business* or for domestic purposes

b) landlord’s fixtures and fittings

c) underground pipes and cables for which you are responsible.

**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.

**Consequential Loss**
The amount of loss resulting from interruption of or interference with the *business* carried out by you at the *premises* in consequence of the *damage* in accordance with the terms contained in section C of the policy.

**Damage**
Loss or damage.

**Employee (This meaning does not apply to section E)**
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 G).**
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.

Meaning of words
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 under insurance.

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.

The cover

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<th>What is not insured</th>
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<td>The buildings are insured against damage.</td>
<td>Your attention is drawn to the Conditions and Exclusions section of this policy.</td>
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Rent

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<th>Rent</th>
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<th>What is not insured</th>
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<td>2</td>
<td>If the building is made uninhabitable by damage which is insured by this section, we will pay for loss of rent, until the building is repaired or reinstated.</td>
<td>The work of repair or reinstatement must be done without delay.</td>
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The most we will pay is 15% of the sum insured by section A on the damaged building as specified in the schedule.
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<th>What is insured</th>
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<tr>
<td><strong>Glass</strong></td>
<td>Breakage of cracked or scratched glass.</td>
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<tr>
<td>3 Accidental breakage of fixed glass at the premises for which you are responsible. 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 BS6262. We will also pay for the cost of boarding up until the broken glass is replaced.</td>
<td>Damage resulting from repairs or alterations to the premises.</td>
</tr>
<tr>
<td><strong>Sanitaryware</strong></td>
<td></td>
</tr>
<tr>
<td>4 Accidental breakage of fixed sanitaryware at the premises for which you are responsible.</td>
<td></td>
</tr>
<tr>
<td><strong>Property Owners Liability</strong></td>
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| 5 Any amounts which you, as owner of the premises become legally liable to pay as compensation for accidental death of or accidental personal injury to any person or accidental damage to material property, occurring during the period of insurance. 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 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 all claims made for any one occurrence or all occurrences of a series arising out of one original cause is £2,000,000. We will also pay legal costs awarded to any claimant or incurred in defending any claim that is contested with our consent. | 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 your custody or control  
- for bodily injury or disease sustained by any employee  
- for the cost of remedying any defect or alleged defect in the premises. |
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
- for costs or expenses incurred in removing debris other than from the premises and the area immediately adjacent
- for 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 buildings 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

You will be responsible under this section for:

i) the first £250 of any claim for damage to material property arising out of any one incident of damage unless caused by subsidence, ground heave or landslip

ii) the first £1,000 of any claim for damage to material property arising out of any one incident of damage caused by subsidence, ground heave or landslip.

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 fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, bursting, overflowing, discharging or leaking of water tanks apparatus or pipes, sprinkler leakage or impact by any road vehicle or animal

- any of the perils listed above which itself results from pollution or contamination.

Your attention is drawn to the Conditions and Exclusions section of this policy.
## Section B – contents

### Meaning of words

**Contents**

1. Office contents including:
   - fixtures, fittings and external signs
   - telephone and telex installations
   - *your* personal belongings or those of *your employees*, directors or visitors.  
     *The most we will pay is £500 for any one person*

2. Tenant’s improvements and decorations

3. Trade samples and goods held in trust
   all contained in the *buildings* and belonging to *you* or for which *you* are responsible.

The following property is not included as *contents*:

- landlord’s fixtures and fittings
- motor vehicles, watercraft, aircraft and accessories
- livestock
- precious metals and alloys except cutlery, table accessories or trophies
- jewellery, precious stones, furs, drugs and explosives
- travel and theatre tickets, bonds, promissory notes, securities, medals, coins or stamps forming part of a collection
- cash, cheques, stamps or banknotes except as provided for elsewhere in this section
- glass except as provided for elsewhere in this section
- property more specifically insured.

### 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 under insurance.

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.

### The cover

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<td><strong>Contents</strong></td>
<td><strong>Damage:</strong></td>
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<tr>
<td>1 Damages:</td>
<td>to the <em>contents</em></td>
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<td></td>
<td>to the <em>buildings</em> by theft or attempted theft for which <em>you</em> are responsible.</td>
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*Your attention is drawn to the Conditions and Exclusions section of this policy.*
**Additional costs**

**Property temporarily removed**
We will pay for *damage* to:

- office equipment 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. The most we will pay is £2,500
- contents belonging to you or for which you are responsible within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland. The most we will pay is £1,000
- plans, designs, deeds, briefs, non-negotiable documents, manuscripts, business books, office and computer systems records belonging to you or for which you are responsible within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland including whilst in the post. The most we will pay is 15% of the sum insured by item 1 of section B as specified in the schedule or £1,000 whichever is the less.

**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 for excess water charges demanded from you by the water supply authority following loss of metered water as a result of *damage* insured by this section to fixed water pipes, tanks and apparatus.
The most we will pay is £2,500.

**Trace and access**
In the event of *damage* as insured by this section caused by the escape of water from fixed water apparatus or the leakage of fuel oil used solely for domestic purposes 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.

**Debris removal costs**
We will pay for costs and expenses incurred for removing debris of the contents following *damage* which is insured by this section.
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 which is insured by this section to the property insured:

• by item 1 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.

We will not pay any cost in connection with producing information to be recorded in documents, manuscripts, business books or computer systems records

• by item 2 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. If the property has not been maintained in good repair we will make a deduction for deterioration

• by item 3 of 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.
### Additional cover

<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
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<tbody>
<tr>
<td><strong>Glass</strong> 2</td>
<td>Breakage of cracked or scratched glass.</td>
</tr>
<tr>
<td>Accidental breakage of fixed glass at the premises for which you are responsible.</td>
<td></td>
</tr>
<tr>
<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 BS6262. We will also pay for the cost of boarding up until the broken glass is replaced.</td>
<td><em>Damage resulting from repairs or alterations to the premises.</em></td>
</tr>
</tbody>
</table>

| **Sanitaryware** 3 |  |
| Accidental breakage of fixed sanitaryware. | *Damage resulting from repairs or alterations to the premises.* |

| **Rent** 4 |  |
| If the building is made uninhabitable by damage which is insured by this section, we will pay for rent that you are liable to pay until the building is repaired or reinstated. The most we will pay is 25% of the sum insured by item 1 of section B as specified in the schedule as applying to the damaged building. |  |

| **Money** 5 |  |
| **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, Dental Estimate Board Payment forms, Premium Savings bonds, luncheon vouchers, trading stamps, credit card sales vouchers, consumer redemption vouchers and gift tokens accepted by you and VAT 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. |  |
What is insured

Physical damage to:

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

within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.

Provided that:

a) whenever the buildings are 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 that of 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.
   - £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.

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, Dental Estimate Board Payment forms, 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  

6 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 contents. Provided that:

- you or any employee are engaged on your business at the time of the attack
- the money or 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:

A Death £10,000
B Permanent total loss of one or more limbs £10,000
C Permanent total loss of all sight of one or both eyes £10,000
D Permanent total inability to attend to any occupation or business £10,000
E Temporary total inability to attend to the usual occupation or business Normal weekly wage or salary up to £100

If any of your clothing or personal belongings or those of any employee are damaged as a result of malicious attack by anyone stealing or attempting to steal money or contents, we will pay for that loss. The most we will pay is £500.

Special Exclusion applying to section B 1-6

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 fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, bursting, overflowing, discharging or leaking of water tanks apparatus or pipes, sprinkler leakage or impact by any road vehicle or animal

- any of the perils listed above which itself results from pollution or contamination.
What is insured

Employers’ Liability

7 Your legal liability for bodily injury or disease sustained by any employee which arises out of and in the course of his employment by you in connection with your business.

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.

Provided that the bodily injury or disease is caused:

• during any period of insurance
• within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands or to employees employed in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and temporarily engaged elsewhere.

What is not insured

Any liability:

• for bodily injury or disease sustained by any employee:
  i) on any offshore installation or support or accommodation vessel for any offshore installation or
  ii) 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:
  i) the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992
  ii) 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.

Limit of Liability

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.

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:

a) any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division of any nation, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(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

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.
What is insured

Extensions to the Employers' Liability cover

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:

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

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.

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.

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

Legal fees and expenses relating to the charge if
the charge concerns any deliberate or intentional
criminal act or omission by your employee.

Any fines or penalties.

Any part of the cost of any investigation or
inquiry other than a solicitor's investigation
restricted to the charge.

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.

**What is insured**

If any employee or his personal representatives obtains a judgement for damages for bodily injury or disease 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.

**What is not insured**

We will pay you the rates shown below if any of these 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:

- i) you or your partner or director £250 per day
- ii) any employee £100 per day

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*Unsatisfied Court Judgments*

*Court Attendance Expenses*
All the extensions to the Employers’ Liability cover are subject to the following:

- we shall not be liable unless we have the sole conduct and control of all claims
- they 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
- the terms, exclusions and conditions of the policy.

### What is insured

**Public Liability**

8 Your legal liability for:

- accidental death of or accidental personal injury to any person
- accidental damage to material property
- accidental obstruction, accidental trespass, accidental nuisance or accidental interference with pedestrian, road, rail, air or waterborne traffic occurring during any period of insurance within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with your business.

We will pay all sums you shall become legally liable to pay as compensation.

### What is not insured

Any liability:

- for bodily injury or disease sustained by any employee arising out of and in the course of his employment by you in connection with your business
- arising from professional advice given by you for a fee or in circumstances where a fee would normally be charged
- arising from treatment or the dispensing of medicines or drugs
- arising from any commodities or goods sold, supplied, hired out, constructed, erected, installed, repaired, serviced or processed by or on behalf of you.

This shall not apply to food or drinks sold or supplied by you for consumption on your premises.

- arising from ownership of the premises
- 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.

This shall not apply to:

i) personal property (including vehicles and contents) of your employees, directors or visitors

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

- arising out of programming or for loss of information or the provision of wrong information on in or from computer disks, tapes or other data recording equipment
<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>• for liquidated damages, fines or penalties which attach solely because of a contract or agreement</td>
</tr>
<tr>
<td></td>
<td>• arising from the ownership, possession or use of any mechanically propelled vehicle or mobile plant by you or on your behalf:</td>
</tr>
<tr>
<td></td>
<td>i) which is licensed for road use</td>
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<tr>
<td></td>
<td>ii) for which compulsory motor insurance or security is required</td>
</tr>
<tr>
<td></td>
<td>iii) which is more specifically insured.</td>
</tr>
<tr>
<td></td>
<td>This shall not apply to the loading and unloading of mechanically propelled vehicles or mobile plant unless more specifically insured</td>
</tr>
<tr>
<td></td>
<td>• arising from the ownership, possession or use by you or on your behalf of:</td>
</tr>
<tr>
<td></td>
<td>i) craft designed to travel through air or space</td>
</tr>
<tr>
<td></td>
<td>ii) hovercraft or watercraft.</td>
</tr>
</tbody>
</table>

**Limit of Liability**
The most we will pay for all claims made for any one occurrence or all occurrences of a series arising out of one original cause is £2,000,000. We will also pay legal costs awarded to any claimant or incurred in defending any claim that is contested with our consent.

**Public Liability during visits abroad**

**Extensions to the Public Liability cover**
The Public Liability cover applies to non manual work carried out during temporary visits anywhere in the world in connection with your business by you, any employee or director normally resident in and travelling from Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man.
## 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, exclusions 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 would not otherwise have attached
- 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
- for accidental death of or accidental illness of or personal injury to any member of the family of any employee or director or to any employee of any director or employee.

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### Cross Liabilities

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.

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### Data Protection Act

We will pay all sums you become legally liable to pay under Section 13 of the Data Protection Act 1998 in connection with personal data held by you.

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Fines or penalties.

The cost of replacing, reinstating rectifying or erasing any personal data.
**What is insured**

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

- accidental death of or accidental personal injury to 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
- arising from a motor vehicle driven by you
- 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
- arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- 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 personal 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
- in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident
- for damage resulting from an alteration to subterranean stores of groundwater or to flow patterns
- in respect of costs for the reinstatement or reintroduction of flora or fauna
- for damage caused deliberately or intentionally by you or where you have knowingly deviated from environmental protection rulings or where you have knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which they are responsible
### What is insured
- in respect of fines or penalties of any kind
- for *damage* caused by the ownership or operation on behalf of you of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
- for *damage* which is covered by a more specific insurance policy
- for *damage* caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
- for *damage* caused by disease in animals belonging to or kept or sold by you.

### What is not insured

<table>
<thead>
<tr>
<th>What is not insured</th>
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<tbody>
<tr>
<td>• in respect of fines or penalties of any kind</td>
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<tr>
<td>• for <em>damage</em> caused by the ownership or operation on behalf of you of any mining</td>
</tr>
<tr>
<td>operations or storage, treatment or disposal of waste or waste products other</td>
</tr>
<tr>
<td>than caused by composting, purification or pre-treatment of waste water</td>
</tr>
<tr>
<td>• for <em>damage</em> which is covered by a more specific insurance policy</td>
</tr>
<tr>
<td>• for <em>damage</em> caused by persons aware of the defectiveness or harmfulness of</td>
</tr>
<tr>
<td>products they have placed on the market or works or other services they have</td>
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<tr>
<td>performed</td>
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<tr>
<td>• for <em>damage</em> caused by disease in animals belonging to or kept or sold by you.</td>
</tr>
</tbody>
</table>

**All the extensions to the Public Liability cover are subject to the following:**
- we shall not be liable unless we have the sole conduct and control of all claims
- they 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
- the terms, exclusions and conditions of the policy.

**Special Condition applying to no. 8 of section B – Public 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. 8 Public Liability.

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 personal injury directly or indirectly caused by such pollution or contamination.
<table>
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<tr>
<th><strong>What is insured</strong></th>
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<tr>
<td><strong>Additional Benefit</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Extensions to the Employers’ Liability and Public Liability cover</strong></td>
<td></td>
</tr>
<tr>
<td>We will pay the costs incurred with our consent for:</td>
<td></td>
</tr>
<tr>
<td>i) representation at any Coroner’s Inquest or Fatal Enquiry in respect of any death</td>
<td></td>
</tr>
<tr>
<td>ii) defending in any Court of Summary Jurisdiction any proceedings in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this section.</td>
<td></td>
</tr>
<tr>
<td><strong>Indemnity to Directors and Employees</strong></td>
<td></td>
</tr>
<tr>
<td>If the following people have a claim made against them for which you would be insured by this section, we will pay for any amounts for which they are legally liable:</td>
<td></td>
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<tr>
<td>• any director or employee</td>
<td></td>
</tr>
<tr>
<td>• any officer, member or employee of your social, sports or welfare organisations or first aid or medical arrangements (but excluding medical practitioners) fire or ambulance services.</td>
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<tr>
<td>Provided that:</td>
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</tr>
<tr>
<td>• you request us to do so</td>
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<tr>
<td>• such people shall keep to the terms, exclusions and conditions of this policy.</td>
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</tr>
<tr>
<td><strong>Indemnity to Principal</strong></td>
<td></td>
</tr>
<tr>
<td>In the event of any claim for which you would be entitled to receive indemnity under No.7 of section B – Employers’ Liability or No.8 of section B – Public Liability being brought or made against any Public or Local Authority or other Principal we will indemnify the said Public or Local Authority or other Principal against such claim and/or any costs, charges and expenses for such claim. Provided that we shall not be liable unless we have sole conduct and control of all claims made under this extension.</td>
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</tr>
</tbody>
</table>
What is insured

Health and Safety at Work etc. Act 1974

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.

Provided that the breach was committed or alleged to have been committed during the period of insurance.

Corporate Manslaughter and Corporate Homicide Act 2007

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.

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.

What is not insured

Proceedings brought outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

This extension shall not apply:

- 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.
### What is insured

**Private Work**

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

All the extensions to the Employers’ Liability and Public Liability cover are subject to the following:

- we shall not be liable unless we have the sole conduct and control of all claims
- they 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
- the terms, exclusions and conditions of the policy.

### What is not insured

### Tenant’s Liability

9 (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 insured by 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 10% of the sum insured by item 1 of section B.

### Excess

You will be responsible under this section for the first £250 of any claim for damage to material property arising out of any one incident of damage unless caused by damage to money, safes or strongrooms.

Your attention is drawn to the Conditions and Exclusions section of this policy.
Section C – business interruption

Meaning of Words

Income
The money paid or payable to you in the course of your business at the premises for services provided.

Extra expenses
The costs necessarily and reasonably incurred by you in order to minimise the interruption or interference with the business, including:

- removal to and from temporary premises
- increase in rent, rates and taxes
- salaries of additional employees and overtime payments
- re-constitution of documents, manuscripts, business books, records and computer systems

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
- 12 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
  - Whooping cough
  - Yellow fever

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

Average
If at the time of the damage the sum insured for Item 1 – Loss of Income and Extra expenses is less than the income which would have been received during the maximum term allowed by the indemnity period but for the damage, the amount payable will be reduced in proportion to the amount of the under insurance.

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.
The cover

Item 1  Loss of income and extra expenses.

Item 2  Extra expenses only.

1  We will pay for the loss of income and/or extra expenses incurred by you during the indemnity period as a result of interruption or interference with the business caused by damage to:
   • the buildings of the premises shown in the schedule
   • the contents or glass 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.

Settling Claims

Item 1  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 incurred during the indemnity period
   • professional accountant’s charges reasonably incurred for producing details that we require for any claim.
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.

Item 2  We will pay:
   • extra expenses incurred during the indemnity period
   • professional accountant’s charges reasonably incurred for producing details that we require for any claim.
We will also pay for:

**Documents Temporarily Removed**

2 Loss of income and/or extra expenses as insured by this section incurred by you during the indemnity period as a result of interruption or interference with the business caused by damage insured by this policy to plans, designs, deeds, briefs, non-negotiable documents, manuscripts, business books, office and computer systems records belonging to you or for which you are responsible within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland including whilst in the post.

**Prevention of Access**

3 Loss of income and/or extra expenses as insured by this section incurred by you during the indemnity period as a result of interruption or interference with the business caused by damage insured by this policy to property in the vicinity of the premises which prevents or hinders the use of the premises or access to them.

**Failure of Telephone Exchange Equipment**

4 Loss of income and/or extra expenses as insured by this section incurred by you during the indemnity period as a result of interruption or interference with the business caused by damage insured by this policy to equipment at the telephone exchange serving the premises.

**Failure of public utilities**

5 Loss of income and/or extra expenses as insured by this section incurred by you during the indemnity period as a result of interruption or interference with the business caused by the accidental failure of the public supply of electricity, gas or water at the terminal point of the supply authorities’ feeds to the premises. We will not pay for any loss arising from the deliberate act of the supply authority.

**Disease, vermin and suicide extension**

6 Loss of income and/or extra expenses as insured by this section incurred by you as a result of interruption or interference with the business caused by

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.

**Limits**

The most we will pay under Items 1 and 2, including additional covers, are the sums insured as specified in the schedule.

**Automatic reinstatement of loss**

We will automatically reinstate the limit or 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.

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

**Special Conditions applying to section C**

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 in writing.

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

**Special Exclusion applying to section C**

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:

a) pollution or contamination at the premises which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, bursting, overflowing, discharging or leaking of water tanks apparatus or pipes, sprinkler leakage or impact by any road vehicle or animal

b) any of the perils listed in (a) above which itself results from pollution or contamination.

Your attention is drawn to the Conditions and Exclusions section of this policy.
Section D – book debts

Meaning of Words

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
If your books of account or other business books or records:

i) at the premises

ii) 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 which is insured by this policy and as a direct result of such damage you are unable to trace or establish the outstanding debit balances due to you we will pay you:

• the difference between outstanding debit balances and the total of the amounts received or traced

• additional expenses incurred by you with our consent in tracing and establishing outstanding debit balances

• professional accountant’s charges.

Provided that if the sum insured by this section is less than the outstanding debit balance the amount we will pay will be reduced in proportion to the amount of the under insurance.

Limit
The most we will pay is the sum insured under section D.

Automatic reinstatement of loss
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.

The most we will reinstate in any one period of insurance is the sum insured.
Special Conditions applying to section D

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 in writing.

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 D

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:

a) pollution or contamination at the premises which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, bursting overflowing discharging or leaking of water tanks apparatus or pipes, sprinkler leakage or impact by any road vehicle or animal.

b) any of the perils listed in (a) above which itself results from pollution or contamination.

Your attention is drawn to the Conditions and Exclusions section of this policy.
Section E – fidelity

The cover

What is insured

Direct loss of money and/or contents pertaining to the business by any act of fraud or dishonesty committed by any employee during the period of insurance and during uninterrupted service with you.

Provided that:

• the loss is discovered not later than twenty-four months after the expiry of this section of the policy or the termination of the employee’s service, whichever happens first

• we will not pay more than one claim for the same employee

• any money which the employee would have been entitled to receive from you but for the act of fraud or dishonesty will be deducted from the amount of the loss before a claim is paid under this policy

• the most we will pay during the whole period of this section of the policy is the limit for any one employee or any number of employees in collusion.

What is not insured

Loss by fraud or dishonesty by any employee:

• whom you are unable to name

• who is based outside the United Kingdom

• who is one of your directors holding more than 5% of your share capital.

Auditor’s fees

We will pay auditor’s fees that you reasonably incur in preparing a claim under this section of the policy.

Limit

The most we will pay is £25,000.

Automatic reinstatement of loss

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

Provided that:

• the amount reinstated is only available for claims for subsequent acts of fraud or dishonesty

• you pay the appropriate additional premium.
Special Conditions

1. You must give us notice in writing immediately after the discovery of any act of fraud or dishonesty committed by an employee or after you suspect that any such act has been committed.

   We shall not pay for any future acts of fraud or dishonesty committed by this employee. Any claim under this policy must be made in writing to us within 90 days of such notice.

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

3. We may, at our own expense, take steps to recover from the employee or the employee’s estate any loss that we have paid or are liable to pay under the policy. For this purpose we may use your name and you must give us any information or assistance that we require.

4. We shall not be liable unless:

   i) you obtain written references covering the previous three years employment before engaging any employee other than school leavers and those not responsible for money, contents, book-keeping or accounts. These references must be produced in the event of a claim

   ii) all money received by any employee is passed daily to you or to an employee authorised to receive money or is banked daily

   iii) statements of account are sent at least monthly direct to all customers and are not sent by employees authorised to receive money

   iv) cash book entries and other records of money received including computer systems records are fully checked at least monthly against:

       a) the bank statement

       b) receipt counterfoils

       c) vouchers

       d) supporting documents and cash in hand

           independently of the employees handling such records or money

   v) a) the ordering of

       b) the certification of receipt for and

       c) the authorisation of payment for

           goods or subcontracted work are carried out by different employees acting independently

   vi) supporting papers are checked independently of the employees who prepare cheques and any cheque for over £5,000 is signed by two people

   vii) wages and salaries are independently checked before payment

   viii) all books are balanced and checked by professional auditors at least annually.

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

Meaning of Words

Assured
You and any of your partners, directors or employees aged over 16 and under 65 years who are employed and normally resident in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Usual occupation or business
The occupation of the Assured as stated in your records at the date of the injury.

The cover

What is insured

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<table>
<thead>
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<tbody>
<tr>
<td>1</td>
<td>Accidental bodily injury by violent, external and visible means (including exposure which results from an accident to an aircraft, vehicle or vessel in which the Assured is travelling,) sustained by the Assured during the period of insurance.</td>
</tr>
<tr>
<td>2</td>
<td>Disappearance of the Assured which after:</td>
</tr>
<tr>
<td></td>
<td>i) a reasonable time has passed</td>
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<tr>
<td></td>
<td>ii) suitable evidence has been produced</td>
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</tbody>
</table>

satisfies us that death of the Assured as a sole and direct result of accidental bodily injury as defined above may reasonably be presumed.

Provided that you agree in writing to refund us the benefit paid if such death is subsequently found not to have happened.

What is not insured

Death, injury, loss or disablement caused by:

- prolonged or complicated by any pre-existing physical weakness, defect or disease or by any previously sustained injury
- the Assured motor-cycling, hunting, mountaineering, racing other than on foot, playing football, ice hockey or polo, ski-ing, tobogganing, parachuting, hang-gliding, pot-holing or using power-driven woodworking machinery
- the Assured flying except as a passenger in a properly certificated or licensed power-driven aircraft constructed to carry passengers
- the Assured being insane or under the influence of drink or drugs, committing suicide or any act of intentional self-injury, being or having been pregnant, or taking part in civil commotion or riot of any kind.
Table of Benefits

If accidental bodily injury is the only and direct cause of:

<table>
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<tr>
<th>Benefit per unit</th>
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<tbody>
<tr>
<td>1 Death</td>
</tr>
<tr>
<td>2 Permanent total loss of one or more limbs</td>
</tr>
<tr>
<td>3 Permanent loss of all sight of one or both eyes</td>
</tr>
<tr>
<td>4 Permanent total inability to attend to any occupation or business</td>
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<tr>
<td>5 Temporary total inability to attend to the usual occupation or business</td>
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</tbody>
</table>

Limits and settling claims

- We will pay the sum or sums according to the number of units of benefit as shown in the schedule provided that death or disablement occurs within twelve months of the date of injury.
- Under benefit 5 we will not pay the benefit for the first two weeks of each period of disablement. We will not pay the benefit for more than 104 weeks.
- If we are satisfied that disability under benefit 5 is permanent, benefit 4 shall become payable when benefit 5 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 except that under benefit 5 we will on request make interim payments before the end of the period of disability at not less than four weekly intervals.
- We will not pay more than £250,000 in respect of all Assured travelling in any one aircraft.

Special Conditions

1 No benefits shall be paid for any period earlier than seven days before we receive notice in writing of a claim.

2 You must supply all certificates, supporting evidence and information within such time that we may reasonably require at your own expense. In the event of non-fatal injury we shall be entitled to request examinations by a medical referee appointed by us and in the event of death we shall be entitled to have a post-mortem examination.

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

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

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

Provided that:

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

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

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

We will not cover any claim relating to:

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

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

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

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

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

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

4. a dispute which arises out of:

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

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

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

6. the recovery of money and interest due from another party other than disputes where the other party indicates that a defence exists.
**Debt recovery**
This insured incident is an optional cover and only operative if Contract Disputes cover is stated as operative in the schedule as insured.

*We* will negotiate for *your* legal rights in a dispute relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgments.

Provided that:

a) the debt exceeds £500 including VAT

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

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

*We* will not cover any claim relating to:

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

2. a) the settlement payable under an insurance policy

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

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

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

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

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

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

**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. caused by your failure to register for Value Added Tax or Pay As You Earn
2. 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
3. arising from import or excise duties and import VAT
4. arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.
Exclusions applicable to section G

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 insure 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 G

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

2. Assessing and recovering costs
a) An insured person must instruct the appointed representative to have costs and expenses taxed, assessed or audited if we ask for this.

b) An insured person must take every step to recover costs and expenses and court attendance and jury service expenses that we have to pay and must pay us any amounts that are recovered.

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

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

You can cancel this section at any time as long as we are told at least 14 days beforehand.

5. Claims under this section by a third party
Apart from us only you may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third-party rights or interest.
6. Expert opinion
We may require you to obtain at your own expense an opinion from an expert that we consider appropriate on the merits of the claim or proceedings or on a legal principle. The expert must be approved in advance by us and the cost agreed in writing between you and us. Subject to this we will pay the cost of obtaining the opinion if the expert’s opinion indicates that it is more likely than not that you will:

a) recover damages
b) obtain any other legal remedy that we have agreed to
c) make a successful defence.

7. Fraudulent claims
We will at our discretion void this section (make it invalid) from its start date or from the date of claim or alleged claim or we will not pay the claim if:

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

8. Keeping to the policy terms
An insured person must:

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

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

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

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

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

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

d) Where a settlement is made on a without-costs basis we will decide what proportion of that settlement will be regarded as costs and expenses and payable to us.
11. Other insurances
If any claim covered under this section is also covered by another policy or would have been covered if this section did not exist we will only pay our share of the claim even if the other insurer refuses the claim.

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

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

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

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

13. Your responsibilities
An insured person must:

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

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

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

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

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

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

How we will use your information
We may need to send the insured person’s information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact the insured person to ask for their feedback or members of the DAS UK Group. If the insured person’s policy includes legal advice we may have to send the information outside of the European Economic Area in order to give legal advice on non-European Union law.
We will not disclose the insured person’s personal data to any other person or organisation unless we are required to by our legal and regulatory obligations. For example, we may use and share the insured person’s data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via our website.

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

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

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

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

You can contact them by:

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

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

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

Helping 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 G – legal expenses

Minimum Security Standard – Level A MSSA

(The following apply only if indicated in the schedule)

Endorsements applicable to all sections other than section G – legal expenses

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 whenever the office 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 advice you in writing.

Intruder Alarm Condition 0002

Endorsements applicable to all sections other than section G – legal expenses

Damage caused by theft or attempted theft 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 whenever the office premises are closed for business or left unattended.

Note:
Where the specification or system record provides for remote signalling to an alarm receiving centre and response by the police, we will not regard the Intruder Alarm as effective if the remote signalling is no longer provided or you have had notice of the withdrawal of the police response and such response has actually been withdrawn.

b) the Intruder Alarm is maintained under contract by a company which is either a registered member of an intruder alarm inspectorate, which is accredited by the United Kingdom Accreditation Service (UKAS), or approved by us

c) all keys of the Intruder Alarm are removed from the office premises 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 G – 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 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 C – Business Interruption
     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 Damage or consequential loss caused by faulty or defective design materials or workmanship, inherent fault or defect, undiscovered defect, gradual deterioration, wear and tear or frost. This shall not apply to subsequent damage resulting from another cause which happens afterwards and is not otherwise excluded.

2 Damage or consequential loss caused by:
   - collapse or cracking of buildings
   - corrosion, rust, change in temperature, dampness, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, loss of any liquid by leakage from its container, contamination, change in colour flavour texture or finish, vermin, insects, marring or scratching.
   This shall not apply to such damage or consequential loss if it results from a cause which is not otherwise excluded.

3 Damage or consequential loss arising from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds. This shall not apply to damage or consequential loss which results from a cause which is not otherwise excluded or from another cause which happens afterwards and is not otherwise excluded.

4 Damage or consequential loss caused by:
   - theft or attempted theft contributed to or caused by any employee not involving entry to or exit from the buildings by forcible and violent means
   - theft or attempted theft of property from an unattended road vehicle
   - acts of fraud practised on you except as provided under section E and Additional Cover 5 of section B
   - disappearance, unexplained or inventory shortage, misfiling or misplacing of information
   - mechanical or electrical breakdown and/or derangement of machinery or equipment.
   This shall not apply to damage or consequential loss which results from a cause which is not otherwise excluded or from another cause which happens afterwards and is not otherwise excluded.

5 Damage or consequential loss caused by:
   - subsidence, ground heave or landslip:
     i) caused by the settlement or movement of made up ground or by coastal or riverbank erosion
     ii) occurring while the premises or any part of the premises is in the course of erection, demolition, structural alteration or repair.
     You must tell us immediately of any building, demolition or excavation operations starting on any adjoining site. In that event we shall have the right to alter or cancel the cover provided by the policy against damage caused by subsidence, ground heave or landslip.
   - normal settlement or bedding down of structures within two years of their completion or during the contract maintenance period, whichever is the longer
   - wind, rain, hail, sleet, snow, flood or dust to moveable property in the open or to fences and gates.
6 (Not applicable to Additional Cover 8 of section B – Public Liability)

Damage to:

- property as a result of its being cleaned, repaired, restored, maintained, altered, cut, prepared or fitted nor any subsequent consequential loss
- property or structures in the course of construction or erection and materials or supplies used in connection with all such property nor any subsequent consequential loss.

7 Damage or consequential loss resulting from the erasure or distortion of information on computer systems or other records:

i) whilst mounted in or on any machine or data processing apparatus or

ii) due to the presence of a magnetic flux

unless caused by damage to the machine or apparatus in which the records are mounted.

8 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.

9 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 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.
10 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.

11 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 any other part of the plant or appliance or to other property insured.

12 The cover provided by sections A, B, C and D does not include damage or consequential loss solely due to change in the water table level.
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 your Property 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.

14 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

15 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 G – 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.