Office and Surgery
Policy
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A warm welcome to Zurich

Thank you for taking out your Office and Surgery policy with us and welcome to Zurich Insurance plc.

Zurich Insurance plc is a member of a group of companies of which the ultimate parent company is Zurich Insurance Group Ltd, a company registered in Switzerland (Zurich). Zurich has a global network of subsidiaries and offices in North America and Europe as well as in Asia Pacific, Latin America and other markets. Founded in 1872, the Group is headquartered in Zurich, Switzerland. It employs approximately 60,000 people serving customers in more than 170 countries.

At Zurich we have your future in mind and look forward to working closely with you.

www.zurich.co.uk

Your Office and Surgery policy

This policy is a contract between you and Zurich in respect of the entire policy except section J which is a contract between you and DAS.

This policy, the statement of facts, any schedule, endorsements and certificate should be read as if they are one document.

We will insure you under those sections stated in the schedule as insured during any period of insurance for which we have accepted your premium.

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

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

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

Law applicable to this contract (not applicable to Section J)

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

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

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

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

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

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

We may use personal information for underwriting and claims purposes, statistical analysis, management information, market research, audits on the handling of claims, systems integrity testing, and risk management.

We will only share personal information as described in this notice or where we are required or allowed to do so by law.

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

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

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

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

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

This helps to check information provided and prevent fraudulent claims.

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

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

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

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

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

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

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

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

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

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

The following service is provided by First Recovery Limited.

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

As a Zurich customer your business will benefit from this service provided by First Recovery Limited.

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

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

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

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

In using this service you acknowledge that all rights and obligations relating to the provision of this service rest with First Recovery Limited and that you will have no recourse to Zurich Insurance plc in this regard.
Helpline numbers

Zurich Travel Assistance
Call +44 (0)1489 868 888 or visit
www.zurich.co.uk/travelassistance
The helpline is manned 24 hours a day, 365 days a year
by multi-lingual assistance co-ordinators, experienced in
managing medical assistance cases with hospitals and
clinics worldwide. Also available are security experts
to provide a comprehensive range of complementary
security services.

Zurich’s Risk Management Advice Line
Call 0800 302 9052 when you require risk
management advice
To help you proactively identify and manage issues before
they occur, our risk management advice line operates
during normal business hours, providing free practical
guidance on risk issues such as property, security, food
hygiene, business continuity, environmental and health
and safety management.

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

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

Cyber Protect Helpline Call 0800 999 5299
This helpline will provide you with access to expert digital
forensic advice should you believe that you have been
the victim of one of the following:

a) data loss following accidental/malicious deletion or
   equipment failure
b) theft of electronically held intellectual property to
   include company, customer or general databases,
   plans, specifications, drawings or any other
   confidential company data

c) breach of the Computer Misuse Act 1990 to include
   internal or external hacking

d) employee misuse to include a breach of your
   contract of employment or company IT policy.
   This would include internet or email abuse,
   inappropriate use or time wasting

e) cyber crime to include theft or fraud or
   criminal misappropriation

f) misuse of company mobile IT equipment to include
   laptops, mobile phones, PDAs, plug-in devices and
   the like.

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

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

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

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

Further information
For further information please visit
www.zurich.co.uk/commercial

The following services are provided by DAS Law
Limited and/or a preferred law firm on behalf of DAS
Legal Expenses Insurance Company Limited. In using
these services you acknowledge that all rights and
obligations relating to the provision of these services
rest with DAS and that you will have no recourse to
Zurich Insurance plc in this regard.

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

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

Legal advice helpline
Call 0844 893 9022 when you require legal advice
DAS provides confidential legal advice over the phone on
any commercial legal problem affecting your business,
under the laws of any European Union country, the Isle
of Man, the Channel Islands, Switzerland and Norway.

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

DAS Legal Advisors provide advice on the laws of England
and Wales 24 hours a day, 7 days a week, 365 days a
year. Where advice is sought in an area of law beyond this
jurisdiction or in respect of very specialist matters DAS will
refer you to one of their specialist advisors. This will
include European law and certain areas of law for
Scotland and Northern Ireland.
Specialist advice is provided 9am – 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, a DAS Legal Advisor will call you back.

**Tax advice service**

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

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

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

**Counselling service**

**Call 0344 893 9025 for confidential counselling**

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

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

**Health and medical information service**

**Call 0344 893 9022 for health and medical information**

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

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

**Business Assistance**

**Call 0344 893 9022 when you require business assistance**

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

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**Online law guide and document drafting**

**DAS Employment Manual**

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

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

**DAS Business Law**

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

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

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

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

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

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

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

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

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

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

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

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

Bodily injury
Death, bodily injury, illness or disease.

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

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

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

Excluding landlords’ contents.

Business
The business stated in the schedule and including:

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

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

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

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

Contents
Office and surgery fixtures and fittings, machinery, equipment and any other contents including:

a) any office or surgery front and if fixed to the buildings, any external signs, fitments and blinds
b) any telephone installation, gas or electricity meter
c) business books and transparencies but only for their value as stationery plus the cost of clerical labour necessary to reproduce them
d) computer systems records but only for the cost of the materials and the clerical labour and computer time necessary to reproduce them up to £25,000
e) tenants’ improvements and decorations up to the limit stated in the schedule
f) trade samples and goods held in trust
g) works of art up to £50,000
h) stock
i) stock of refrigerated and non-refrigerated drugs, vaccines and medicines up to the limits stated in the schedule

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

Excluding:

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

**Damage**
Physical loss, destruction or damage.

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

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

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

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

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

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

**Employee**
Any natural person who is:

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

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

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

**Financial loss**
a) Damages, judgments, awards or settlements in respect of any wrongful act that you or an insured person (as defined in Section H Directors’ & officers’ liability) become legally liable to pay
b) defence costs (as defined in Section H Directors’ & officers’ liability)
c) investigation costs (as defined in Section H Directors’ & officers’ liability)
d) reasonable legal fees, costs and expenses necessarily incurred by an insured person (as defined in Section H Directors’ & officers’ liability) with our prior written consent to obtain legal advice or to bring or defend proceedings including by way of judicial review or by way of other challenge to the political executives decision to order an insured person’s extradition (as defined in Section H Directors’ & officers’ liability) and to pursue appeals including appeals to the European Court of Human Rights.
e) prosecution costs (as defined in Section H Directors’ & officers’ liability)
f) the reasonable premium but not collateral for a bond or other financial instrument to guarantee for up to 12 months an insured person’s (as defined in Section H Directors’ & officers’ liability) contingent obligation for a specific amount required by a court hearing a claim (as defined in Section H Directors’ & officers’ liability)
g) costs payable in relation to shareholder derivative claims
h) punitive, exemplary, aggravated and multiple damages imposed upon you or an insured person (as defined in Section H Directors’ & officers’ liability) if and only to the extent that such damages are insurable under the internal laws of the applicable jurisdiction most favourable to you, including without limitation the jurisdiction in which the insured (as defined in Section H Directors’ & officers’ liability), we or such claim (as defined in Section H Directors’ & officers’ liability) is located.

Provided that financial loss will not include:

i) taxes, other than Section H – Additional cover extension – 14. Taxes and employee compensation
ii) employee (as defined in Section H Directors’ & officers’ liability) compensation, other than Section H – Additional cover extension – 14. Taxes and employee compensation
iii) social security contributions

iv) fines or penalties imposed by law, other than Section H – Additional cover extension – 3. Civil fines and penalties

v) damages that are uninsurable under the law pursuant to which Section H will be construed

vi) benefits (as defined in Section H Directors’ & officers’ liability)

vii) the costs to comply with any injunctive, interim or other non-monetary relief or any agreement to provide such relief

viii) expenses including but not limited to legal and professional fees incurred in testing for, monitoring, cleaning up, removing, containing, treating, neutralising, detoxifying or assessing the effects of pollutants (as defined in Section H Directors’ & officers’ liability).

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

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

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

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

a) in both eyes when the condition is shown to our satisfaction to be permanent and without expectation of recovery and the person insured’s name has been added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist

b) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and we are satisfied that the condition is permanent and without expectation of recovery.

Loss of limb
a) In the case of a lower limb loss by permanent physical severance at or above the ankle or permanent total loss of use of an entire leg or foot

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

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

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

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

a) production or use of atomic energy

b) carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation

c) storage, processing or disposal of nuclear fuel or bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

Nuclear reactor
Any plant including any machinery, equipment or appliance whether affixed to land or not, designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

Permanent total disablement
a) In respect of a person insured who is gainfully employed by you and is below state retirement age and above 16 years of age: disablement caused excluding loss of limb, loss of eye, total loss of hearing or total loss of speech which will in all probability totally prevent the person insured from engaging in their usual occupation (as defined in section L Personal accident) for the remainder of their life.

b) In respect of a person insured who is not gainfully employed by you or is above the state retirement age or below 16 years of age: disablement caused excluding loss of limb, loss of eye, total loss of hearing or total loss of speech which will in all probability entirely prevent the person insured from engaging in any and every occupation for the remainder of their life.
**Personal effects**  
Any item of clothing or any other personal item made to be worn, used or carried about the person including passports, driving licences and proof-of-age cards.

**Person insured**  
You, your business partner or any employee

**Premises**  
The premises stated in the schedule.

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

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

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

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

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

b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.

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

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

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

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

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

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

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

**We, us or our**  
a) In respect of the whole policy except Section J – Legal Expenses: Zurich Insurance plc.

b) In respect of Section J: DAS Legal Expenses Insurance Company Limited.

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

**Cover**

In the event of damage to property insured shown in the schedule by any of the insured events 1 to 9 and if stated in the schedule 10, occurring during the period of insurance we will settle your claim in accordance with the Claims conditions.

The most we will pay for damage to the property including additional costs is:

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

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

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

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

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

**Insured events applicable to Section A – Material damage**

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<thead>
<tr>
<th>Event</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. <strong>Fire</strong></td>
<td>Fire, lightning, explosion or earthquake.</td>
</tr>
</tbody>
</table>
| 2. **Theft** | Theft or attempted theft involving:  
  a) forcible and violent entry to or exit from a building at the premises  
  b) bodily injury or threat of bodily injury against you or your employees.  
  Excluding:  
  i) theft or attempted theft of the fabric of the buildings  
  ii) contents and stock in excess of £1,000 contained in outbuildings  
  iii) theft or attempted theft caused or contributed to by any employees  
  iv) damage to cash registers unless the drawer has been left open and all money removed whenever the premises is closed for business or unattended  
  v) damage or business interruption unless all existing devices for securing the buildings of the premises are put into full and effective operation whenever the premises is closed for business or unattended. |
| 3. **Riot or civil commotion or malicious people** | Riot or civil, labour or political disturbances or vandals or malicious people.  
  Excluding damage or business interruption:  
  a) caused by theft or attempted theft  
  b) arising from confiscation, requisition or destruction by order of government or any public authority  
  c) resulting from stoppage of work. |
4. **Storm or flood**

Storm or flood.

Excluding *damage* or *business interruption*:

a) caused by frost, *subsidence*, *ground heave* or landslip

b) in respect of gates and fences

c) due solely to a change in the water table level

d) in respect of *stock* contained in the basement of the *buildings* unless placed on racks or stillages at least 15 centimetres above the floor.

5. **Escape of water**

Escape of water from any fixed water apparatus.

In respect of any *buildings* insured under Section A1 we will also pay for *damage* to any fixed water apparatus caused by freezing or forcible or violent bursting.

Excluding *damage* or *business interruption* in respect of *stock* contained in the basement of the *buildings* unless placed on racks or stillages at least 15 centimetres above the floor.

6. **Impact**

Impact by:

a) aircraft or other aerial devices

b) any vehicle

or articles falling from them

c) animals.

7. **Aerials**

Falling aerials, aerial fittings or masts.

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

8. **Leakage of fuel**

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

9. **Subsidence**

Subsidence, *ground heave* or landslip.

Excluding:

a) *damage* or *business interruption*:

i) caused by or arising from the settlement or movement of made up ground or by coastal or riverbank erosion

ii) occurring while the *buildings* or any part of the *buildings* are in the course of erection, demolition, structural alteration or structural repair

iii) caused by or arising from normal settlement or bedding down of structures within 2 years of completion or during the contract maintenance period whichever is the longer
b) i) damage which originated prior to the inception of this Insured event
   ii) business interruption resulting from damage which originated prior to the inception of this Insured event

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

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

You must give us notice immediately you become aware of any building, demolition or excavation operations being commenced on any site adjoining the premises. Such building, demolition or excavation operations will constitute an alteration in risk and we will not have accepted the revised risk unless we confirm in writing. We may need to vary the cover in respect of damage and business interruption if Section B1 is operative caused by or arising from subsidence, ground heave or landslip in respect of the relevant premises. You will be under no obligation to accept the amended terms but we will not accept the revised risk until you do so which may mean your subsidence, ground heave and landslip cover at the relevant premises is no longer valid and claims are not met.

10. Material damage ‘All risks’

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

Damage by any cause.

Excluding:

a) damage or business interruption:
   i) caused by or resulting from any of Insured events 1 to 9
   ii) excluded under Insured events 1 to 9

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

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

c) damage or business interruption caused by or happening through:
   i) corrosion, rust, change in temperature, dampness, wet or dry rot, shrinkage, evaporation, loss of weight, loss of any liquid by leakage of its container, moth, vermin, insects, marring or scratching
   ii) change in colour, flavour, texture or finish
   iii) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which the breakdown or derangement originates

this will not exclude such damage or business interruption if it results from a cause which is not otherwise excluded
d) i) damage to buildings caused by its own collapse or cracking
   ii) business interruption resulting from collapse or cracking of a building
   this will not exclude such damage or business interruption if it results from a cause which is not otherwise excluded

e) damage or business interruption caused by or consisting of:
   i) disappearance, unexplained or inventory shortage, misfiling or misplacing of information
   ii) cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes or pipes, nipple leakages and/or the failure of welds or boilers
   this will not exclude:
   i) damage or business interruption if it results from a cause which is not otherwise excluded
   ii) subsequent damage or business interruption if it results from another cause which happens afterwards and is not otherwise excluded

f) damage or business interruption caused by or resulting from:
   i) any process of cleaning, repairing, restoring, cutting, preparation or fitting
   ii) theft or attempted theft
   iii) acts of fraud or dishonesty
   iv) felling or lopping trees

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

h) accidental breakage or cracking of fixed glass or sanitaryware

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

Special exclusion applying to the Insured events

1. Pollution or contamination
   Insured events 1 to 10 exclude damage or business interruption caused by or resulting from pollution or contamination unless:
   a) pollution or contamination is caused by an Insured event 1 to 6 or
   b) Insured events 1 to 9 and if stated in the schedule 10 operate as a direct result of pollution or contamination.
Material damage additional cover extensions

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

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

2. Automatic reinstatement of the sum insured
   The sum insured by each item will not be reduced by the amount of any claim unless we or you confirm to the contrary within 21 days of the claim being notified to us and provided that:
   a) you pay an additional premium if required by us to reinstate the sum insured for the period from the date of the loss to expiry of the period of insurance; and
   b) you take immediate steps to carry out any amendments in the protections of the property insured that we acting reasonably may require.
   The most we will reinstate in any one period of insurance is the sum insured by each item.

3. Capital additions
   This section includes:
   a) any newly acquired buildings or contents in the territorial limits not otherwise insured
   b) alterations, additions and improvements to buildings or contents
   but not for any increase in value during the current period of insurance at any of the premises insured under this policy.
   Provided that:
      i) the most we will pay at any one situation is 10% of the sum insured for buildings and contents up to a maximum of £500,000.
      ii) you tell us as soon as reasonably possible of any extension of cover detailed above and arrange insurance cover from the date that our liability commenced.
4. **Glass**

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

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

We will also pay up to £500 for:

a) the cost of boarding up until the broken glass is replaced

b) damage to **contents** or **stock** caused by breakage of glass in any office or surgery front

c) damage to frames and framework of any description and the cost of removing or replacing any **contents** or **stock** which may have to be removed to replace the glass.

Provided that:

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

Excluding:

1) silvering, lettering, bending or ornamenting any glass in excess of £1,000 any one loss

2) breakage of cracked or scratched glass

3) **damage** resulting from repairs or alterations to the **premises**

4) **damage** to glass that is more specifically insured elsewhere.

5. **Inflation protection – day 1**

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

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

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

c) Where because of provisos a) i), ii) or iii) of Claims condition 8 claims are payable under paragraphs a) 1) or 2) of Claims condition 8 the sum insured under each item will be the **declared value** uplifted by the percentage stated in the schedule at the time of the **damage**.

6. **Inflation protection – index linking**

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

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

7. **Landscaped gardens**

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

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

Excluding:

a) the cost of movement of soil with the exception of soil necessary for surface preparation

b) the failure of trees, shrubs or turf to become established following planting or replanting

c) the failure of seed to germinate.
8. **Metered supplies**

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

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

9. **Other interests**

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

10. **Sanitaryware**

We will pay for accidental breakage of fixed sanitaryware at the premises for which you are legally responsible. Excluding damage resulting from repairs or alterations to the premises.

11. **Trace and access**

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

a) reasonable costs and expenses necessarily incurred in locating the source of the damage

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

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

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

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

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

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

13. **Underground cables**

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

Applicable to Section A1 – Buildings

1. **Loss of rental income**

If any buildings are made uninhabitable as a result of damage we will pay for your loss of rental income until the building is repaired or reinstated.

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

The work of repair or reinstatement must be done without delay.

2. **Selling your buildings**

If you are selling your buildings we will insure the buyer up to the date the contract is completed unless they have arranged their own insurance. The buyer must comply with the terms and conditions of this policy.
Applicable to Section A2 – Contents and stock

1. **Accidental discharge of gas systems**
   We will pay the cost of refilling the cylinder(s) of any gas flooding systems installed solely for the protection of computer equipment arising out of the accidental discharge of a system.
   The most we will pay is £5,000.
   Excluding costs incurred as a direct result of the gas system being installed commissioned or undergoing any form of testing.

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

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

4. **Deterioration of drugs, vaccines and medicines**
   We will pay for damage to drugs, vaccines and medicines used in connection with your business resulting from a change in temperature in the cold chambers of a fridge or freezer as a direct result of:
   a) mechanical or electrical breakdown of the fridge or freezer
   b) failure of the public supply of electricity at the terminal ends of the supplier’s service feeders at the premises
   c) failure of the electrical installation connecting the fridge or freezer to the supplier’s service feeders
   d) action of refrigerant fumes escaping from the fridge or freezer.
   We will pay you the cost of replacing the drugs, vaccines and medicines.
   The most we will pay:
   a) is the limit stated in the schedule at the time of the damage
   b) the sum insured or limit remaining after deduction for any other damage occurring during the same period of insurance unless we have agreed to reinstate any sum insured or limit.
   Provided that:
   The fridge or freezer is not more than 10 years old and is within:
   a) the surgery
   b) an outbuilding
   at the premises used by you for purposes of the business.
Excluding:

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

5. **Equipment breakdown**

We will pay:

a) for damage to equipment during the period of insurance at the premises caused by its breakdown which you are legally responsible for under an approved maintenance agreement
b) repair investigation costs necessarily and reasonably incurred by you.
c) additional costs to make temporary repairs necessarily and reasonably incurred by you.

Provided that:

a) you back up data records at least once every seven days and either
   i) store records at the premises in a fire resisting data cabinet of at least two hours fire resistance or
   ii) store records elsewhere than at the premises and
   iii) store all computer media in accordance with the manufacturer’s recommendations
b) you supply us with a copy of any approved maintenance agreement on request

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

Excluding:

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

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

6. **Exhibition cover**

We will pay for damage to contents by Insured events 1 to 9 and if stated in the schedule 10, while at exhibitions within the territorial limits or the Republic of Ireland.

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

Excluding your personal belongings or those of your directors, employees or visitors.
7. **Medical bags and cases**

We will pay for damage to practice bags or cases including their contents used in connection with your business whilst with you or your employees within the territorial limits and the Republic of Ireland.

The number of bags and cases covered is stated in the schedule.

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

Excluding:

Damage by theft from any unattended motor vehicle unless all doors and windows are closed and the manufacturer’s security devices have been put into operation and all keys have been removed from the vehicle and the bag was hidden in a glove or luggage compartment.

8. **Personal effects**

We will pay for damage by Insured events 1 to 9 and if stated in the schedule 10 to your pedal cycles, clothing and personal effects or those of your employees.

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

Excluding jewellery and furs.

9. **Property temporarily removed**

We will pay for damage to contents while temporarily removed from the premises for cleaning, renovation, repair or similar purposes provided that the damage is caused by an operative Insured event and the contents are within the territorial limits or the Republic of Ireland at the time of damage.

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

Excluding:

a) damage to your personal belongings or those of your directors, employees or visitors
b) damage caused by storm or flood while in the open.

10. **Seasonal increase drugs, vaccines and medicines**

The sums insured in respect of contents relating to stock of refrigerated and non-refrigerated drugs, vaccines and medicines will be increased each year by the percentage amount during the time period stated in the schedule.

11. **Theft damage to buildings**

We will pay for damage to the buildings of the premises resulting from theft or attempted theft of contents or stock to the extent that theft is insured under this section.

Provided that:

a) you are legally responsible for repairing the damage
b) in respect of damage to glass the police accept that the damage is evidential until proven otherwise of theft or attempted theft
c) the buildings of the premises that sustain damage are not insured under this policy.

12. **Theft of keys**

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

a) the buildings
b) the home of any director or employee.

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

Excluding loss of keys to any safe where the keys have been left in the buildings overnight.
Section A1 – Buildings
Material damage
This section is only operative if stated in the schedule.

Cover
In the event of damage to buildings insured shown in the schedule by Insured events 1 to 9 and if stated in the schedule 10, occurring during the period of insurance we will settle your claim in accordance with the Claims conditions.

The most we will pay for damage to the buildings including additional costs is:

a) the sums insured or limit applicable to that item or

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

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

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

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

Section A2 – Contents and stock
Material damage

Cover
In the event of damage to the contents or stock insured shown in the schedule by Insured events 1 to 9 and if stated in the schedule 10, occurring during the period of insurance we will settle your claim in accordance with the Claims conditions.

The most we will pay for damage to the contents or stock including additional costs is:

a) the sums insured or limit applicable to that item or

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

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

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

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

Sections A1 – Buildings and Section A2 – Contents and stock
Material damage

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

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

2. Unoccupied buildings requirements and cover restrictions
   In the event of any buildings becoming unoccupied cover will be restricted to damage caused by Insured events 1 – Fire and 6 – Impact only.

   In respect of unoccupied buildings it is a condition precedent to our liability in respect of those buildings and events 1 – Fire and 6 – Impact that within 7 days of you first becoming aware of the unoccupancy:

   a) the gas, electricity, excluding power required for an intruder alarm or fire alarm system and water supplies are turned off at the mains and any water pipes, apparatus and tanks are drained down
   b) any devices for preventing access to the buildings are in full and effective operation at all times
   c) the premises are clear of any waste materials and redundant contents
   d) any accessible windows and doors are securely boarded over
   e) the letter box is permanently sealed shut or a non-combustible receptacle be permanently fixed to the letter box
   f) you have commenced a minimum of weekly inspections of the premises by a responsible person and a record of the results of such inspections is kept at another location. You must take immediate action to remedy any deterioration in the fabric of the building or non-compliance with a) to e) unless otherwise agreed by us in writing.
Section B – Business interruption and book debts

This section is only operative if stated in the schedule.

**Special definitions**

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

**Income**
The money paid or payable to you in relation to the business at the premises for services provided.

**Increased cost of working**
The reasonable costs necessarily incurred by you in order to minimise the interruption or interference with the business, including:

a) removal to and from temporary premises
b) increase in rent, rates and taxes
c) salaries of additional employees and overtime payments
d) reconstitution of documents, manuscripts, business books, records and computer systems records but not the cost of the stationery or other materials.

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

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

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

<table>
<thead>
<tr>
<th>Disease</th>
<th>Disease</th>
<th>Disease</th>
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<tbody>
<tr>
<td>Acute encephalitis</td>
<td>Malaria</td>
<td>Scarlet fever</td>
</tr>
<tr>
<td>Acute poliomyelitis</td>
<td>Measles</td>
<td>Smallpox</td>
</tr>
<tr>
<td>Anthrax</td>
<td>Meningitis</td>
<td>Tetanus</td>
</tr>
<tr>
<td>Bubonic Plague</td>
<td>Meningococcal infection</td>
<td>Tuberculosis</td>
</tr>
<tr>
<td>Cholera</td>
<td>Mumps</td>
<td>Typhoid fever</td>
</tr>
<tr>
<td>Diphtheria</td>
<td>Ophthalmia neonatorum</td>
<td>Typhus fever</td>
</tr>
<tr>
<td>Dysentery</td>
<td>Paratyphoid fever</td>
<td>Viral hepatitis</td>
</tr>
<tr>
<td>Legionellosis</td>
<td>Rabies</td>
<td>Viral haemorrhagic</td>
</tr>
<tr>
<td>Legionnaires Disease</td>
<td>Relapsing fever</td>
<td>Whooping cough</td>
</tr>
<tr>
<td>Leprosy</td>
<td>Rubella</td>
<td>Yellow fever</td>
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<tr>
<td>Leptospirosis</td>
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</tbody>
</table>

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

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

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

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

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

We will settle your claim occurring during the period of insurance in accordance with the Claims conditions.

Section B1 – Loss of income and increased cost of working

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

Provided that:

a) the incident is caused by an operative Insured event

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

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

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

We will pay you:

Item 1 – Loss of income and increased cost of working

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

2) increased cost of working incurred with our consent solely to minimise the loss of income but not exceeding the amount of loss of income that is avoided as a result of this expenditure

3) professional accountant’s charges.

For the purposes of 1) above:

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

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

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

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

Item 2 – Increased cost of working only

We will pay you:

1) reasonable increased cost of working incurred during the indemnity period

2) professional accountant’s charges reasonably incurred for producing details that we require for any claim.

The most we will pay is:

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

b) the limit remaining after deduction for any other loss under this section occurring during the same period of insurance unless we have agreed to reinstate the limit.
Additional cover extensions applicable to Section B1 – Loss of income and increased cost of working

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

Unless stated otherwise the maximum indemnity period will be as stated in the schedule.

1. **Documents temporarily removed**

   Damage occurring during the period of insurance by an operative Insured event 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 while temporarily at locations other than the premises and in transit all within the territorial limits or the Republic of Ireland including while in the post.

2. **Equipment breakdown**

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

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

   occurring during the period of insurance at the premises.

   Provided that you:

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

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

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

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

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

   Excluding:

   1) damage caused by happening through:

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

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

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

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

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

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

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

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

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

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

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

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

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

For the purpose of this extension:

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

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

c) the maximum indemnity period will be 3 months.

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

4. **Internet**

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

The maximum indemnity period is 7 days.

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

Excluding:

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

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

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

5. **Lottery winner**

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

For the purpose of this extension:

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

b) the maximum indemnity period will be 3 months.

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

Excluding any loss where the employee:

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

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

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

iv) works their full period of notice in accordance with their contract of employment with you.
6. **Notifiable Diseases and other Health Risks, Murder or Suicide**

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

a) food or drink poisoning

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

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

d) the discovery of vermin or pests at the **premises**

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

f) any occurrence of murder or suicide

which causes restrictions on the use of the **premises** on the order or advice of the competent local authority.

Provided that:

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

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

**Supplementary conditions to extension 6**

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

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

Excluding:

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

B) any costs incurred in the cleaning, repair, replacement, recall or checking of property

7. **Prevention of access**

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

The most we will pay is £100,000.

8. **Public utilities**

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

The most we will pay is £100,000.

Excluding:

a) the deliberate acts of the supply authority

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

c) strikes or any labour or trade dispute.
9. **Telecoms**

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

The *maximum indemnity period* is 7 days.

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

Excluding:

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

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

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

10. **Transit**

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

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

11. **Unspecified customers**

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

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

12. **Unspecified suppliers**

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

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

**Section B2 – Book debts**

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

a) at the premises

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

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

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

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

iii) professional accountant’s charges

but not exceeding

1) the limit of indemnity stated in the schedule

2) the limit remaining after deduction for any other loss under this section occurring during the same period of insurance unless we have agreed to reinstate the limit.
Additional cover extension applicable to Section B1 – Loss of income and increased cost of working and Section B2 – Book debts

1. Automatic reinstatement of the sum insured
   The sum insured by each item will not be reduced by the amount of any claim unless we or you confirm to the contrary within 21 days of the claim being notified to us and provided that:
   a) you pay an additional premium if required by us to reinstate the sum insured for the period from the date of the loss to expiry of the period of insurance; and
   b) you take immediate steps to carry out any amendments in the protections of the property insured that we acting reasonably may require.

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

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

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

Special provision

1. Underinsurance
   The sums insured under Section B1 Item 1 – Loss of income and/or increased cost of working, and Section B2 – Book debts are separately subject to underinsurance.

Special conditions

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

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

Special definitions

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

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

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

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

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

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

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

Additional cover extensions applicable to Section C – Money

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

   Excluding personal effects more specifically insured.
2. **Personal injury**

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

**Table of Benefits**

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

Provided that:

a) no benefit will be payable until the whole amount has been ascertained and agreed

b) if we are satisfied that the disability is permanent benefit 2. will become payable when benefit 3. is exhausted

c) we will not pay under more than one of 1. or 2. above.

3. **Counselling costs**

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

The most we will pay is **£1,000 per any one event**.

**Special exclusions**

This section does not cover:

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

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

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

4. **Unattended vehicles**
   loss of **money** from an unattended vehicle.
Special conditions

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

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

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

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

Special definition

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

which may be the subject of cover under this policy.

Cover

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

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

Our liability will not exceed the limit of indemnity stated in the schedule including all costs and expenses (other than any limit otherwise stated) and any limit applies to any claim or series of claims arising from any one cause.

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

Additional cover extensions applicable to Section D – Employers’ liability

1. Corporate Manslaughter and Corporate Homicide Act 2007

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

Provided that:

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

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

ii) in respect of fines or penalties of any kind

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

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

2. **Court attendance costs**

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

a) **you, any director or business partner** £250

b) **any employee** £150.

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

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

a) **costs and expenses** incurred with our prior consent

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

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

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

Excluding:

i) fines or penalties of any kind

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

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

iv) proceedings not related to the health, safety or welfare of an **employee**.

4. **Other people**

We will also cover at your request:

a) **any employee**

b) any director or **business partner**

c) any **employee** acting as a member of your first aid or medical arrangements but excluding medical practitioners in respect of liability for damages and legal costs to any other **employee** resulting from treatment given in connection with any **bodily injury** caused to that person and arising out of and in the course of the employment of that person by **you**

d) any officer or member of your canteen, social, sports or welfare organisations.
Provided that:

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

ii) those people keep to the terms and conditions of this policy; and

iii) we have the sole conduct and control of all claims.

5. **Private work**

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

6. **Unsatisfied court judgments**

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

Provided that:

a) the bodily injury:
   i) is caused during the period of insurance
   ii) arises out of and in the course of employment in the business

b) there is no appeal outstanding

c) if a payment is made the employee or their personal representative will assign the judgment to us.

**Special exclusions**

This section does not cover:

1. **Motor**

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

2. **Work offshore**

   liability for bodily injury caused:
   a) on any offshore installation or support or accommodation vessel for any offshore installation
   b) in transit to, from or between any offshore installation or support or accommodation vessel for any offshore installation

3. **Work overseas**

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

**Special provision**

1. **Limit of indemnity – terrorism**

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

Special definitions

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

Costs and expenses
a) Claimants’ costs and expenses which you become legally liable to pay
b) costs incurred with our written consent in defending any claim for damages
c) costs incurred with our written consent for:
   i) representation at any coroner’s inquest or fatal injury inquiry
   ii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission relating to any event which is covered under this section.

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

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

Products
Goods including packaging, containers, labels and instructions sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by you or on your behalf for the purpose of the business.

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

Section E1 – Public liability

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

a) accidental bodily injury to any person other than an employee
b) accidental damage to property
c) accidental obstruction, accidental trespass, accidental nuisance, accidental interference with pedestrian, road, rail, air or waterborne traffic
d) charges of wrongful arrest or malicious prosecution brought against you arising out of any allegation of shoplifting or other improper conduct at your premises by any person other than an employee

occurring during the period of insurance within the territorial limits in connection with the business at the premises, or your ownership of the buildings. In addition to the limit of indemnity we will pay costs and expenses.

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

Excluding:
liability arising from products after they have ceased to be in your custody or control. This will not apply to food or beverage for consumption on your premises or at any other premises where you are carrying on the business.
Section E2 – Products liability

This section is only operative if stated in the schedule

Cover

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

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

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

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

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

1. Contingent motor liability

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

Excluding:

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

2. Corporate Manslaughter and Corporate Homicide Act 2007

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

Provided that:

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

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

ii) in respect of fines or penalties of any kind

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

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

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

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

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

3. Costs of criminal proceedings

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

a) legal costs and expenses incurred with our written consent

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

i) the Health and Safety at Work etc Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978

ii) Part II of the Food Safety Act 1990

iii) Part II of the Consumer Protection Act 1987

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

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

Excluding:

1) fines or penalties of any kind

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

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

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

4. Court attendance costs

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

a) you, any director or business partner £250

b) any employee £150.

5. Data Protection Act

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

Excluding:

a) the payment of fines and penalties

b) the cost of replacing, reinstating, rectifying or erasing any personal data.
6. **Defective Premises Act 1972**

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

Excluding:

a) the cost of correcting or fixing any defect or alleged defect in the premises
b) liability more specifically insured under any other insurance.

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7. **Environmental clean up costs**

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

Provided that:

a) liability arises from pollution or contamination caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance; and
b) all such pollution or contamination which arises out of one incident will be deemed to have occurred at the same time that incident took place; and
c) our liability under this additional cover extension will not exceed £1,000,000 for any one incident and in the aggregate in any one period of insurance and will be the maximum we will pay inclusive of all costs and expenses. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule; and
d) immediate loss prevention or salvage action is taken and the appropriate authorities are notified.

Excluding:

i) clean up costs for damage to your land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in your care, custody or control
ii) damage connected with previously contaminated property
iii) damage caused by a succession of several events where the individual event would not warrant immediate action
iv) the removal of any risk of an adverse effect on human health on your land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in your care, custody or control
v) costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time remediation commences
vi) costs for prevention of imminent threat of environmental damage where the costs are incurred without there being pollution or contamination caused by a sudden, identifiable, unintended and unexpected incident
vii) damage resulting from an alteration to subterranean stores of groundwater or to flow patterns
viii) costs for the reinstatement or reintroduction of flora or fauna
ix) damage caused deliberately or intentionally by you or where you have knowingly deviated from environmental protection rulings or where you have knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which you are responsible
x) fines or penalties of any kind
xi) damage caused by the ownership or operation on behalf of you of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
xii) damage which is covered by a more specific insurance policy
xiii) damage caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
xiv) damage caused by disease in animals belonging to or kept or sold by you.
8. **Indemnity to other persons**

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

a) any employee

b) any director or business partner

c) any employee acting as a member of your first aid or medical arrangements but excluding medical practitioners in respect of liability for damages and legal costs resulting from treatment given

d) any officer or member of your canteen, social, sports or welfare organisations

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

Provided that:

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

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

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

9. **Indemnity to principal**

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

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

10. **Joint liabilities**

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

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

11. **Non manual work abroad**

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

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

a) director, business partner or employee

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

Provided that:

i) this will not apply to liability more specifically insured under any other insurance;

ii) the persons listed above comply with the terms and conditions of this policy

iii) we have the sole conduct and control of all claims.

Excluding any liability:

1) arising from any contract or agreement which imposes a liability that you would not otherwise have been under

2) arising from the ownership or occupation of land or buildings

3) arising from the carrying out of any trade or profession

4) arising from the ownership, possession or use of:

   A) firearms excluding sporting guns

   B) mechanically propelled vehicles

   C) craft designed to travel through air or space

   D) hovercraft and watercraft

   E) animals of dangerous species as stipulated by the Animals Act 1971

5) arising from damage to property owned by or held in trust by:

   A) you

   B) any director, business partner or employee

   C) the family of any director, business partner or employee while accompanying these people during temporary visits anywhere in the world for the purpose of the business

6) for accidental bodily injury sustained by:

   A) you

   B) any director, business partner or employee

   C) the family of any director, business partner or employee while accompanying those people during temporary visits anywhere in the world for the purpose of the business.

13. **Private work**

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

14. **Tenant’s liability**

We will also cover your legal liability as tenant for:

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

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

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

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

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

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

4. **Exposure to ultraviolet radiation**
   any liability arising out of or in connection with exposure to ultraviolet radiation being the ultraviolet region wavelength 10 nanometres to 400 nanometres on the electromagnetic spectrum

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

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

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

8. **Motor**
   liability arising from the ownership or possession or use by *you* or on *your* behalf of any mechanically propelled motor vehicle or mobile plant:
   a) which is licensed for road use
   b) for which compulsory motor insurance or security is required
   c) which is more specifically insured
   provided that this exclusion will not apply in respect of liability arising during the act of loading or unloading any mechanically propelled motor vehicle or mobile plant unless it is more specifically insured

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

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

11. **Property being worked on**
    *damage* to the part of any property upon which *you* or any servant or agent of *yours* is or has been working where the *damage* is the direct result of that work
12. **Property damage excess**

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

13. **Property held in trust**

   *damage* to property belonging to you or held in trust by or borrowed, rented, leased or hired for use by you but this exclusion will not apply to:

   a) the **personal effects** including motor vehicles or their contents of any director, business partner, employee or visitor

   b) buildings or their contents temporarily occupied by you to carry out work for the purpose of the **business**

   c) premises or their fixtures and fittings hired, rented, leased or lent to you other than the *damage* if liability is assumed by you under a tenancy or other agreement and would not have attached in the absence of that agreement.

14. **Replacing or rectifying products**

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

15. **Treatment**

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

16. **Vessels and craft**

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

**Special provisions**

1. **Discharge of liability**

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

2. **Limit of indemnity**

   The limit of indemnity stated in the schedule is our monetary limit (other than any limit otherwise stated) and applies to any claim or series of claims arising from any one cause except for claims caused by:

   a) *products*

   b) **pollution or contamination**

   where in respect of each the limit of indemnity stated applies in the aggregate in any one period of insurance.

3. **Pollution or contamination**

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

This section is only operative if stated in the schedule.

**Special definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This section is only operative if stated in the schedule.

Special definition

Territorial limit
The territorial limit stated in the schedule.

Cover

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

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

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

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

Special exclusions

This section does not cover:

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

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

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

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

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

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

   but this will not exclude subsequent damage which itself results from a cause not otherwise excluded
6. Excluded property
damage to motor vehicles, money, credit cards, debit cards, jewellery, precious metals or stones or articles made from them

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

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

9. Theft from unattended road vehicles
theft of property insured from an unattended road vehicle.

Optional extension
Operative if stated in the schedule.

Theft from unattended road vehicle
Special exclusion 9 of this section is amended to read:
theft of property insured from an unattended road vehicle unless:
a) all doors and windows and other means of access are securely fastened and locked; and
b) all valuable items are locked in secure compartments and hidden from view; and
c) any security devices for protection of the vehicle are put into full and effective operation; and
d) outside of your usual trading hours the vehicle is parked within a secure compound or locked within a secure garage.

Special provision
1. Underinsurance
The sum insured for each item insured under this section is separately subject to underinsurance.
Section H – Directors’ & officers’ liability

This section is only operative if stated in the schedule.

Special definitions

Benefits
Any type of compensation or the equivalent value thereof other than salary and wages including but not limited to:

a) perquisites, fringe benefits, bonus payments
b) incentive or deferred compensation
c) the value of any actual, beneficial or contingent rights to benefits, incentives or other compensation whose value is imputed or derived in any way from the value of your securities including but not limited to, share options, share grants, restricted shares or share warrants.
d) medical or insurance benefits and payments due to any person in connection with an employee benefit plan or pension scheme.

Change of control
Where any person, entity or group:

a) acquires more than 50% of your share capital
b) acquires the majority of the voting rights in you
c) assumes the right to appoint or remove the majority of your board of directors or equivalent positions
d) assumes control pursuant to written agreement with other shareholders over the majority of the voting rights in you
e) merges with you such that you are not the surviving entity
f) a trustee in bankruptcy, receiver, liquidator or administrator or similar official or person is appointed to you
g) the winding up of the pension scheme that will be deemed to have occurred on the date of the final asset distribution made from a pension scheme which has terminated.

Civil fines and penalties
Civil, administrative or regulatory money penalties directly assessed against a director or officer or an outside entity executive for a violation of any law, regulation or statute, not including punitive, exemplary or multiple damages; but only if:

a) such violations are not knowing, wilful or criminal; and
b) such penalties are insurable under the internal laws of the jurisdiction in which such penalties were assessed or levied.

Claim
a) A written demand for compensation, monetary damages or non-monetary relief alleging any wrongful act
b) a civil proceeding, suit or counter-claim for compensation, monetary damages or non-monetary relief commenced by the service of a claim form or similar pleading alleging any wrongful act
c) a formal notice of a criminal proceeding alleging any wrongful act
d) a formal notice of an arbitration proceeding alleging any wrongful act
e) a formal administrative or regulatory proceeding commenced by the service on you or an insured person of a notice of charges or similar document against you or an insured person alleging any wrongful act
f) an investigation of you or an insured person when identified in writing by any official body where a criminal, administrative or regulatory proceeding may be commenced.

Provided that a claim will not include any labour or grievance arbitration or other proceeding pursuant to an employment collective bargaining or union agreement.
**Defence costs**
Reasonable fees, costs, charges or expenses necessarily incurred by you or an insured person with our prior written consent in the investigation, defence, adjustment, settlement or appeal of any claim made or brought against that insured.

Provided that defence costs will not include investigation costs and will not include remuneration payable to you or an insured person or employees of any company, cost of their time or costs or overheads of any company.

**Director or officer**
Any natural person who is:

a) a past, present or future director, officer, management committee member, member of the board of managers, supervisory board member, management board member or governor of you elected or appointed according to law

b) a past, present or future de facto director or officer or any natural person who is deemed a shadow director as defined in section 251 of the Companies Act 2006 of you

c) employed by you to whom the Financial Conduct Authority has given its approval to perform one or more of controlled functions 1-30 for a company pursuant to Section 59 of the Financial Services and Markets Act of 2000 (as amended)

d) named as a prospective director in the listing particulars or prospectus for a public offering issued by you.

**Employee**
Any natural person who is:

a) under a contract of service or apprenticeship with you

b) under a work experience or similar scheme

c) a labour master or labour only subcontractor or person supplied by any of them

d) hired or borrowed by you from another employer

and working under your direct control or supervision in connection with your business.

**Employment claim**

a) A claim in respect of an employment wrongful act which is brought and maintained by or on behalf of any past, present, future or prospective employee of you or employee of an outside entity against you.

b) A claim brought by any natural person who is not an employee alleging harassment or discrimination.

**Employment wrongful act**
In relation to an insured or where applicable the outside entity any actual or alleged:

a) wrongful or unfair dismissal, discharge or termination of employment

b) breach of any oral or implied employment contract or quasi-employment contract

c) employment related misrepresentation

d) violation of employment discrimination laws

e) illegal workplace harassment including sexual harassment

f) wrongful failure to promote

g) wrongful discipline

h) wrongful deprivation of a career opportunity

i) wrongful demotion

j) negligent evaluation

k) negligent retention

l) employment related invasion of privacy

m) employment related defamation, humiliation, libel or slander

n) failure to adopt workplace or employment practices policies and procedures

o) illegal retaliatory treatment or victimisation of employees including retaliation in violation of whistleblower statutes

p) employment related infliction of emotional distress in connection with a violation listed above in this definition.
**Extradition**
A formal request, claim, warrant for arrest or other proceedings pursuant to the provisions of the Extradition Act 2003 or similar legislation in any other jurisdiction around the world.

**Financial institution**
Any bank including any merchant or investment bank, finance company, hedge fund, insurance or reinsurance company, mortgage bank, savings and loan association, building society, credit union, stockbroker, investment trust, asset management company, fund manager or any entity established principally for the purpose of carrying out commodities, futures or foreign exchange trading or any other similar entity.

**Greenhouse gases**
Carbon dioxide (CO2), methane (CH4), nitrous oxide (N2O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and sulphur hexafluoride (SF6), or any other emission or substance defined by applicable law as a greenhouse gas.

**Indemnifiable financial loss**
Financial loss of the insured person which the insured company has indemnified or is permitted, required, entitled to indemnify or is not prohibited from indemnifying unless the insured company fails or refuses to indemnify the insured person due to the status of the insured company resulting from the appointment by any governmental or provincial, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate the insured company.

**Insured**
a) An insured person
b) an insured company
c) a sponsoring company

**Insured company**
a) You
b) any past, present or future subsidiary company

**Insured person**
Any natural person who is:
a) a director or officer
b) a trustee
c) an outside entity executive
d) an employee who is your risk manager or equivalent position
e) an employee while acting in a managerial or supervisory capacity for you
f) an employee including while acting as a lawyer on behalf of you for:
i) any securities claim against such employee or employment claim
ii) any other claim against such employee where such claim is also made and is continuously maintained against a director or officer.

Provided that insured person will not include any consultant, external auditor, or liquidator, administrator or receiver of you.

**Investigation**
An official examination, enquiry, investigation or other proceeding into your affairs ordered or commissioned by an official body.

**Investigation costs**
Reasonable costs or expenses necessarily incurred by an insured with our written consent for representation at an investigation when such insured has been legally required in writing to attend.

Provided that investigation costs will not include:
a) fines or penalties levied or imposed in connection with the investigation
b) remuneration payable to any insured person or employee of you, cost of their time or your costs or overheads.
Limit of indemnity
Our maximum liability in the aggregate payable under this section of the policy. The limit of indemnity applies over and above any excess.

Non-executive director
Any natural person serving as a director or officer at the inception of the period of insurance who is not also an employee including any natural person who begins serving as a non-executive director or officer of you during the period of insurance.

Official body
Any regulator, government body, government agency or official trade body or the enforcement arm of such body that is empowered by statute or statutory regulation to investigate the affairs of you, an outside entity or an insured person.

Outside entity
a) Any not-for-profit entity
b) any other entity except any:
   i) financial institution
   ii) other entity if its securities are traded on a primary, secondary or other market
   iii) other entity that had negative net assets or negative net worth at the inception date of this policy.

Outside entity executive
Any director or officer or any employee while serving or acting in the capacity of a director or officer of an outside entity at your specific direction and request.

Pension scheme
Your sponsored scheme, plan or arrangement.

Pollutants
Any solid, liquid, gaseous irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals, toxic mould or any thermal irritant or contaminant, ionising radiation or radioactivity from any nuclear fuel and waste including but not limited to nuclear waste or materials which are intended to be or have been recycled, reconditioned or reclaimed and any other similar substance of any kind or nature whatsoever including electromagnetic fields, asbestos, asbestos products and any noise.

Pre-claim costs
Reasonable fees, costs, charges or expenses necessarily incurred with our prior written consent (such consent not being unreasonably withheld or delayed) by an insured person in retaining advisors separate from you or any outside entity
a) to provide legal advice directly related to a pre-claim event
b) to prepare a report and any supplementary reports as necessary to an official body in response to a pre-claim event provided that pre-claim costs shall not include indemnifiable financial loss.

Pre-claim event
With respect to an insured person in his capacity as such:
a) a raid on, or on site visit to you or any outside entity by an official body that involves the production, review, copying or confiscation of documents or interviews of such insured person
b) any formal written notification to an official body by you, by the outside entity or by such insured person of a suspected material breach of such insured persons legal or regulatory duty
c) the receipt by such insured person of a formal notice from an official body which legally compels such insured person to produce documents to, or answer questions by, or attend interviews with, that official body directly as a result of a self report.

Provided that such raid, visit, announcement, notification and receipt of notice must be first take place or first occur during the period of insurance. A pre-claim event shall be deemed to be first made against you or an insured person when such raid, visit, announcement, notification and receipt of notice first took place or occurred.

A pre-claim event will not include industry-wide or sector investigations, hearings, examinations or inquiries or any routine or regular regulatory audit, examination, inspection or review.
Pollution
a) The actual, alleged or threatened generation, transportation, discharge, emission, dispersal, release, escape, treatment, storage or disposal of pollutants
b) any governmental regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise pollutants
c) any action taken in contemplation or anticipation of any such regulation, order, direction or request, or any voluntary decision to do so.

Proposal
Any information, statements or materials supplied to us by you.

Prosecution costs
Reasonable fees, costs, charges or expenses necessarily incurred by an insured person with our prior written consent as part of a covered claim in bringing a proceeding for a declaration and/or injunction to oppose an official body seeking:
a) a confiscation, assumption of ownership and control, suspension or freezing of rights of ownership of real property or personal assets of such insured person
b) a charge over real property or personal assets of such insured person
c) a temporary or permanent prohibition on such insured person from holding the office of or performing the function of a director or officer or equivalent of any entity
d) a restriction of such insured person's liberty to a specified domestic residence or an official detention
e) deportation of such insured person following revocation of otherwise proper, current and valid immigration status for any reason other than such insured person's conviction of a crime.

Securities
Any bond, debenture, note, share, stock or other equity or security for debt, and will include any certificate of interest or participation in, receipt for, warrant or other right to subscribe to or to purchase, voting trust certificate relates to, or other interest in any of the foregoing items representing money or property.

Self report
A written report or notification to an official body by you, an outside entity or an insured person pursuant to a legal obligation to inform such official body of matters giving rise to an actual or potential regulatory issue where failure to provide such a report or delay in reporting can itself give rise to enforcement consequences to you or an insured person from such official body.

Sponsoring company
You and including any employee of the sponsoring company acting with the authorisation of the trustees to perform duties directly related to the pension scheme.

Subsidiary company
Any entity in which you directly or indirectly:
a) hold more than 50% of the voting rights
b) appoint a majority of the board of directors
c) have the right to appoint a majority of the board of directors subject to a written agreement with other shareholders.

Third party
Any person or entity other than the insured or outside entity.

Trustee
Any:
a) past, present or future director or officer or employee of the sponsoring company duly appointed as a trustee of the pension scheme in accordance with the provisions of the pension scheme or by Court Order
b) subsidiary company incorporated for the sole purpose of administering a pension scheme or acting as a trustee of a pension scheme.
Wrongful act
Any actual, alleged or attempted breach of duty, breach of trust, breach of warranty of authority, neglect, error, misstatement, misleading statement, libel, slander or defamation, employment wrongful act, a proposed act, error or omission with respect to a shareholder derivative demand or any other wrongful act or omission committed or attempted by or allegedly committed or attempted by:

a) any insured person while acting in their capacity on behalf of you or any matter claimed against such insured person solely by reason of their status as such

b) any insured person while acting in the capacity as a director or officer of an outside entity at your specific direction or request

You, your, yours, yourselves
The legal entity designated in the schedule as the policyholder including its predecessors.

Cover
The following insurance covers are afforded for claims first made against you or an insured person during the period of insurance or during an extended reporting period and notified to us as required by this policy.

Insured person
We will pay on behalf of any insured person:

a) the financial loss of any claim made against such insured person other than to the extent that such insured person is indemnified by the insured company and

b) pre-claim costs.

Company reimbursement
We will pay the financial loss of an insured company that arises from a claim made against an insured person but only to the extent that such insured company has indemnified such insured person.

Additional cover extensions applicable to Section H – Directors’ & officers’ liability

1. Automatic acquisition
   We will pay the financial loss on behalf of an insured person of a subsidiary company which you founded or acquired after the inception date of this policy provided that the newly founded or acquired subsidiary company:
   a) is not domiciled outside the European Union
   b) does not have publicly traded securities
   c) is not a financial institution
   d) does not have assets which exceed 25% of your total assets as stated in your last published accounts.

2. Bilateral extended reporting period
   In the event that either we do not renew or you do not renew or replace this section you have the right to extend the period of insurance:
   a) automatically for 90 days at no additional premium
   b) for 12 months subject to payment of an additional premium of 50% of the last annual premium stated in the schedule only in respect of any wrongful act committed prior to the effective date of such non-renewal.

   You must give us written notice of your intention to purchase the extended reporting period within 30 days of the effective date of non-renewal of this section and pay the relevant premium promptly after electing this extension. In the event of change of control the extended reporting period will not be available.
3. **Civil fines and penalties**

   We will pay *civil fines and penalties* of a *director or officer* and an *outside entity executive* that arise from a *claim* made against such *insured person* but only to the extent that such civil fines and penalties are not *indemnifiable financial loss*.

   Our liability will not exceed 10% of the applicable *limit of indemnity* in the aggregate during the period of insurance and this limit will form part of and not be in addition to the *limit of indemnity* stated in the schedule.

4. **Company investigations**

   We will pay on behalf of any *insured person* such *investigation costs* as arise from or are a consequence of an *investigation* into your affairs commenced or brought by an *official body* once an *insured person* is legally required to attend including any formal or official request or demand from an *official body*:

   a) to interview or depose an *insured person*

   b) for the production of documents from an *insured person* in connection with such *investigation*.

   An *investigation* will be deemed to be first made when the *insured person* is first so required in writing to attend such *investigation*.

5. **Costs for shareholder derivative claims**

   If an *insured company* is ordered by a court to pay the costs of the claimants in pursuing a derivative action against *insured persons* we will pay such costs provided that such derivative action constitutes a *claim* otherwise covered under this policy.

6. **Emergency costs**

   If our written consent cannot reasonably be obtained before *defence costs* are incurred with respect to any covered *claim* we will give retrospective approval for such *defence costs*.

   Our liability will not exceed 10% of the applicable *limit of indemnity* in the aggregate during the period of insurance and this limit will form part of and not be in addition to the *limit of indemnity* stated in the schedule.

7. **Environmental mismanagement claim**

   We will pay the *financial loss* of an *insured person* and an *insured company* that arises from any *claim* based upon, arising out of or attributable to:

   a) the actual, alleged or threatened discharge, release, escape, seepage, migration or disposal of *pollutants* or *greenhouse gases* into or on real or personal property, water or the atmosphere

   b) any direction or request that the *insured company* or the *insured persons* test for, monitor, clean up, remove, contain, treat, detoxify or neutralise *pollutants* or *greenhouse gases*, or any voluntary decision to do so, whether or not such *greenhouse gases* are *pollutants*

   if and to the extent such *claim*:

   i) is an *employment claim* against an *insured person*, including without limitation any such *claim* for retaliatory treatment

   ii) is against an *insured person* for *wrongful acts* in connection with misrepresenting or failing to disclose information related to *greenhouse gases* or actual or alleged global warming or climate changes

   iii) results in *financial loss* incurred by any *insured person*.

8. **Estates, heirs or legal representatives**

   We will pay on behalf of any estates, heirs or legal representatives of any *insured person* such *financial loss* as arises from or in consequence of any *claim* arising from any *wrongful act* by *insured person* committed prior to the death, incapacity, insolvency or bankruptcy of the *insured person* provided that such estates, heirs or legal representatives observe and will be subject to the terms and conditions of this policy in so far as they can apply.
9. **Marital estates**

We will pay financial loss arising from or in consequence of any claim first made against the lawful spouse or domestic partner of any insured person during the period of insurance arising solely out of their capacity as the spouse or domestic partner of any insured person. The cover provided by this extension is limited to financial loss arising from actions or proceedings for the enforcement of judgments or damages against an insured person resulting from a claim against that insured person covered under this section where such enforcement relates to the ownership of property including marital community property jointly held by the insured person and their spouse or domestic partner. This clause will not cover any claim arising out of any wrongful act of the spouse or domestic partner.

10. **Non-executive director**

We will pay the financial loss of each and every non-executive director of you when the following have been exhausted:

a) the limit of indemnity applicable to this section; and

b) all other applicable Directors’ & officers’ liability insurance whether specifically written as excess over the limit of indemnity of this section or otherwise; and

c) all other indemnification for loss available to any non-executive director.

Our liability will not exceed £250,000 in the aggregate during the period of insurance and this limit will be in addition to the limit of indemnity stated in the schedule.

11. **Outside entity executive**

We will pay on behalf of the outside entity executive the financial loss of such outside entity executive in respect of any claim made against such outside entity executive and pre-claim costs but only excess of any indemnification provided by an outside entity and excess of any Directors’ & officers’ liability insurance coverage afforded to an outside entity or its directors or officers.

12. **Reputation recovery costs**

We will pay on behalf of insured person the reasonable fees and expenses payable to outside public relations professionals incurred by such insured person with our prior written consent in order to mitigate damage to their reputation due to a covered claim as objectively established by media reports or other publicly available third-party data provided that such claim is first made against an insured person during the period of insurance and notified to us in accordance with the claim notification condition on this section.

Our liability will not exceed £100,000 in the aggregate during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

13. **Retired and resigned directors and officers**

If this policy is not renewed or replaced or where such renewal or replacement does not specifically provide cover for such directors or officers we will provide an unlimited extended reporting period under this section for any director or officer who has resigned or retired all of their position(s) as director or officer with you during:

a) the period of insurance of this policy

b) the period of insurance of any other Directors’ & officers’ insurance policy issued by us to you of which this policy is a continuous renewal.

This cover will not apply to indemnifiable financial loss or to any directors or officers who resigned or retired their positions with you by reason of, in connection with or after a change of control.
14. **Taxes and employee compensation**

We will pay on behalf of *directors or officers* all **financial loss** relating to:

a) corporate taxes owed by *you*; and

b) *employee* compensation other than bonus owed by *you*

to the extent that:

i) it is determined by law that the *directors or officers* are personally liable for such taxes and compensation; and

ii) it is not **indemnifiable financial loss**; and

iii) *you* have become insolvent; and

iv) such taxes and compensation are not owed as the result of any intentional, criminal or wilful act to breach any statutory or contractual duty governing the payment of such taxes or compensation by such *director* or *officer*.

Our liability will not exceed £50,000 in the aggregate during the period of insurance and this limit will form part of and not be in addition to the **limit of indemnity** stated in the schedule.

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**Special exclusions**

This section does not cover **financial loss**:

1. **Bodily injury and property damage**

   in respect of any **claim** for:

   a) bodily injury, sickness, disease or death of any person and any other loss arising directly there from

   b) any damage to or destruction of any tangible property including loss of use thereof and any other loss arising directly there from other than loss, damage or destruction of documents or records.

   Provided always that this exclusion will not apply to:

   i) **defence costs**;

   ii) mental or emotional distress in connection with an **employment claim**

   iii) **financial loss** other than defence costs that is not **indemnifiable financial loss**

2. **Conduct**

   arising from, based upon, attributable to or as a consequence of:

   a) any **insured person** or **insured company** having gained any profit or advantage to which he, she or it had or has no legal entitlement

   b) any intentionally dishonest or intentionally fraudulent act or omission committed by any **insured person**;

   in the event that either of a) or b) is determined or established by:

   i) a written admission by *you*

   ii) a judgment or other final, non-appealable adjudication or proceeding adverse to *you*;

   Until such determination **defence costs** will be advanced by us

3. **Prior circumstances and claims**

   in respect of any **claim**:

   a) arising from or in consequence of any circumstance, fact, matter or occurrence that might give rise to any **claim** that was reported under any other insurance policy prior to inception of this policy or that was disclosed on *your* latest **proposal** to us; or

   b) alleging or deriving from the same or similar facts or that has the same originating source or cause as the matters alleged in any **claim** made against *you* or an **insured person** prior to inception of this policy
4. **Trustee**

in respect of any *claim* arising from or in consequence of infringement of obligations imposed by any statute, regulation or common law while acting in the capacity of *trustee* of any pension, superannuation scheme, profit sharing or other employee benefit scheme

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**Special conditions**

1. **Arbitration**

All disputes and differences arising under or in connection with this section of the contract will be referred to arbitration under ARIAS Arbitration Rules.

The Arbitration Tribunal will consist of three arbitrators, one to be appointed by the claimant, one to be appointed by the respondent and the third to be appointed by the two appointed arbitrators. The third member of the Tribunal will be appointed as soon as practicable and no later than 28 days after the appointment of the two party-appointed arbitrators. The Tribunal will be constituted upon the appointment of the third arbitrator.

The arbitrators will be persons (including those who have retired) with not less than 10 years’ experience of insurance or reinsurance within the industry or as lawyers or other professional advisers serving the industry. Where a party fails to appoint an arbitrator within 14 days of being called upon to do so or where the two party-appointed arbitrators fail to appoint a third within 28 days of their appointment, then upon application ARIAS (UK) will appoint an arbitrator to fill the vacancy. At any time prior to their appointment by ARIAS (UK) the party or arbitrators in default may make such appointment. The Tribunal may in its sole discretion make such orders and directions as it considers necessary for the final determination of the matters in dispute. The Tribunal will have the widest discretion permitted under the law governing the arbitral procedure when making such orders or directions.

2. **Change of control**

If there is a *change of control* during the period of insurance then the cover provided by this section only applies in respect of *wrongful acts* occurring prior to the effective date of that *change of control*. You must give written notice to us of the *change of control* as soon as reasonably practicable.

3. **Contracts (Rights of Third Parties) Act 1999**

A person or *insured company* including an *insured person* who was not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this section but this does not affect any right or remedy of a *third party* which exists or is available apart from that Act.

4. **Contribution**

If a *claim* under this section would but for the existence of this policy be *insured* by any other valid and collectable:

a) Directors’ & officers’ liability or Management liability policy or indemnity

b) Employment Practices Liability insurance policy

c) General Liability insurance policy

d) Pollution Liability insurance policy

e) any other insurance which has a duty to defend such *claim*

We will only be liable for any amount above that collectable under such other policy.

In the event of a *claim* made against an *outside entity executive* coverage as is afforded by this section will be specifically excess of:

a) any indemnification provided by an *outside entity*; and

b) any insurance coverage afforded to an *outside entity* or its *directors or officers* or equivalent executive or management position.

In the event such other Directors’ & officers’ or Management liability insurance coverage afforded to the *outside entity* or any of its *directors or officers* is provided by *us* or Zurich Insurance Group or would be provided but for the application of the retention amount, exhaustion of the *limit of indemnity* or failure to submit a notice of a *claim* as required, then our maximum aggregate *limit of indemnity* for all *financial loss* under this section as respects such cover will be reduced by the amount of the *limit of indemnity* as set forth on the schedule of the other Zurich Insurance Group insurance provided to such *outside entity.*
5. Excess
We will only pay that amount of financial loss or loss in respect of each claim that is in excess of the applicable excess in the schedule. The excess is not part of our limit of indemnity and is to be borne by you and will remain uninsured. If more than one excess is applicable to a single claim, then the applicable excess will be applied separately to each part of such claim, but the maximum total excess applicable to such claim will not exceed the largest applicable excess.

6. Limit of indemnity
The limit of indemnity is the total aggregate amount payable by us under this section of this policy for all financial loss and/or loss, irrespective of the number of claims or the number of insureds who may claim under this policy and irrespective of the amounts of any such claims or when they are made.

7. Representations and severability
The proposal will be construed as a separate proposal for coverage by each insured. No statement in the proposal form or knowledge possessed by you will be imputed to any insured person for the purpose of determining if coverage is available. The declarations and representations in the proposal and knowledge possessed by any past, present or future Chief Executive Officer, Chief Financial Officer, Director of Human Resources and/or in-house General Counsel of the insured company or the sponsoring company will be imputed to the insured company or the sponsoring company for determining if coverage is available with respect to claims against such party under the applicable section of the policy.

8. Subrogation
Upon any payment made or to be made under this section of the policy we will be entitled to assume conduct of all rights of recovery available to you and all reasonable assistance will be rendered to us in the prosecution of such rights by you including but not limited to trying to recover from the insured company any deductible paid by us. You will execute all papers reasonably required and will take all reasonable action that may be necessary to secure any and all subrogation rights of us. With respect to this section, in no event will we exercise our rights of subrogation against an insured person under this section unless it is determined by a written admission, a final judgment or other adjudication in the underlying action or in a separate action or proceeding that such insured person had obtained an illegal profit or advantage or committed an intentionally dishonest act or omission or intentionally fraudulent act or omission.

9. Territorial limits
Coverage under this section will apply to financial loss incurred resulting from claims made and wrongful acts occurring anywhere in the world except United States of America.

Special claims conditions
1. Claims notification
Upon learning of any circumstance or receiving verbal or written notice of any claim you must tell us as soon as reasonably possible and in any event no later than 45 days after the expiry of the period of insurance of:
   a) any claim
   b) any insured person being required to attend an investigation.

If an insured becomes aware of any circumstances which may reasonably be expected to give rise to a claim being made against you or an insured person then you will have the right to give written notice to us of those circumstances within the period of insurance (such notice to comprise the wrongful act allegations anticipated and the reasons for anticipating such a claim).

Written notice must include but is not limited to a description of the claim, investigation or circumstance as applicable, the nature of the alleged or potential damage, the names of the actual or potential claimants and the date and manner in which the insured first became aware of the claim, investigation or circumstance.
2. Claims series

Any claim or investigation whether made before, during or after the period of insurance or series of such claims or investigations which arise out of the same wrongful act or which have the same originating cause or are otherwise casually connected will constitute a single claim or investigation for the purposes of this section.

All such claims and such investigations that constitute a single claim or investigation under this condition will be deemed to have been made during the period of insurance if either the first such claim or first such investigation was first made during the period of insurance.

Provided that if the first such claim or first such investigation was made prior to the period of insurance then all such claims and investigations will be deemed to have been made prior to the period of insurance and therefore excluded from cover.

3. Defence of claim

It is the duty of you or an insured person when receiving a claim to take all reasonable steps to defend such claim and not do anything which may prejudice our position.

We will have no duty to defend any claim made under this section.

Provided that for any claim which may be covered under this section we will have the right to be provided with all such information regarding the claim as we will reasonably require and we will be kept fully informed regarding all matters regarding the investigation, defence or settlement of any claim and will have the right to receive copies of all relevant documents.

In the event of any dispute between you and us regarding whether or not to contest any claim then the procedure described by the Arbitration condition in this section will apply.

4. Fair allocation

If a claim is made against any insured and any defendant not insured under this section includes both financial loss which is covered under this section and financial loss together with associated defence costs which are not covered then we and you will use all reasonable endeavours to determine a fair allocation between financial loss which is covered and financial loss which is not covered under this section.

5. First settlement offer

If you consent to the first reasonable settlement offer made by the claimant which we support and recommend with regard to a claim which results in a settlement of the claim then the applicable excess amount will be retroactively reduced by 50% provided always that you agree to such settlement within 21 days of the settlement first being recommended by us and that the financial loss of the claim exceeds the excess.

6. Payments

We will pay defence costs covered under this section to you or an insured person as and when those defence costs fall due. If you or an insured person have no entitlement to payment for financial loss under the terms and conditions of this section you or the insured person must repay us any payments of defence costs which have been made by us.

7. Payments on behalf of insured persons

If the insured company fails for reasons other than insolvency to indemnify the insured person to the fullest extent permitted or required by law in respect of financial loss covered under this section we will pay such financial loss on behalf of the insured person. We will then be entitled to obtain reimbursement from the insured company for all payments made by us that would not have been made if the indemnity had been provided by the insured company.

8. Written consent

Our written consent must be obtained before:

a) any defence costs are incurred

b) any legal representative is retained to defend any insured person or to take any steps in connection with any legal proceedings that may potentially be covered under this policy

c) any claim is settled.

Paragraphs a) and b) will not apply in the case of emergency costs.
Section I – Professional indemnity

This section is only operative if stated in the schedule.

Special definitions

Asbestos surveys
A management survey or a refurbishment or demolition survey as described in HSG264 published by the Health and Safety Executive in connection with Regulation 4 of the Control of Asbestos Regulations 2006 or any comparable survey or inspection whether of commercial or residential land or property.

Business
The professional services provided in the conduct of the business stated in the schedule.

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

Circumstance
Incident, occurrence, fact, matter, act or omission that may give rise to a claim.

Claim
Demand for or an assertion of a right to civil compensation or civil damages or an intimation of an intention to seek such compensation or damages.

Defence costs
Reasonable costs and expenses necessarily incurred with our written consent in the investigation, defence or settlement of any claim or investigation into any circumstance which may be the subject of indemnity under this section.

Employee
Any natural person who is:

a) under a contract of service or apprenticeship with you
b) self-employed

c) under a work experience or similar scheme
d) hired or borrowed by you from another employer

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

Environmental audit
Any investigation specifically intended to assess whether there is actual pollution or contamination present.

Excess
The amount stated in this section, the schedule or any endorsement in respect of each and every claim for which you will be responsible.

Insured
You and your predecessors:

a) any current or former business partner, director, member or principal or any person who becomes a business partner, director, member or principal during the period of insurance
b) any current or former employee or any person who becomes an employee during the period of insurance
c) the personal representative of any business partner, director, member, principal or employee in the event of their death, incapacity, insolvency or bankruptcy.
d) any retired business partner, retired director or retired member whilst acting as a consultant to the insured.
**Member**
A member of *your* limited liability partnership as defined in the Limited Liability Partnerships Act 2000.

**Pollution or contamination**
Pollution or contamination of buildings or other structures or of water or land or the atmosphere.

**Related entity**
Any individual or entity or its subcontractors or assignees:

a) which wholly or partially own, operate or manage *you*

b) in which *you* have an ownership interest in excess of 20%

c) which is controlled, operated or managed by *you*.

**Territorial limits**
Worldwide excluding:

a) the United States of America

b) Canada

and any territories under their jurisdiction.

**You or your**
The person, people either acting in partnership or on behalf of an unincorporated organisation or the company stated in the schedule as the policyholder.

**Cover**
We will pay any *insured* in respect of any *claim* first made against any *insured* and notified to *us* during the period of insurance in respect of any civil liability including liability for claimants’ costs and expenses arising out of the conduct of the *business* within the *territorial limits*.

In addition to the limit of indemnity *we* will pay *defence costs*.

*Defence costs* will not be subject to any *excess*.

Where *you* become liable to pay a sum in excess of the amount of indemnity available under this policy *we* will pay only the proportion of any *defence costs* that the amount of indemnity available under this policy bears to the *insured’s* total liability.

**Additional cover extensions applicable to Section I – Professional Indemnity**

1. **Bodily injury and property damage**

   We will also indemnify *you* against:

   a) death, bodily injury, mental injury, sickness, disease, mental anguish or shock sustained by any person including emotional distress arising from libel or slander

   b) loss of or *damage* to property

   provided that it arises out of a breach of professional duty due to any negligent act, error or omission committed or alleged to have been committed by any *insured*. 
2. **Costs of criminal proceedings**

We will also indemnify you against reasonable legal costs and expenses necessarily incurred with our prior consent in the defence of any criminal proceedings first made against you and notified to us during the period of insurance under:

a) the Bribery Act 2010
b) the Construction (Design and Management) Regulations 2007
c) the Corporate Manslaughter and Corporate Homicide Act 2007
d) the Data Protection Act 1998
e) the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

Provided that:

i) the criminal proceedings arise out of the conduct of the business; and

ii) the circumstances giving rise to such proceedings may otherwise give rise to an indemnity under this section; and

iii) in our reasonable belief the defence of such proceedings would assist in the defence of any claim against any insured.

Any subsequent or concurrent civil action arising out of criminal proceedings notified hereunder will be deemed to be notified in accordance with Special claims conditions – 1 Claim notification.

For the purpose of this clause the excess will be £2,500 or the excess stated in the schedule whichever is the lesser.

Our liability will not exceed £1,000,000 in the aggregate or the limit of indemnity in the aggregate stated in the schedule whichever is the lesser during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

3. **Court attendance costs**

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

a) any business partner, director, member or principal £500
b) any employee £250

Our liability will not exceed £25,000 in the aggregate during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

4. **Fee costs**

We may also at our discretion pay your outstanding fee in circumstances where your client has expressed dissatisfaction with your work. They must:

a) demonstrate reasonable grounds for such dissatisfaction and subsequent refusal to pay such fee including amounts you are legally obligated to pay subcontractors at the time of the refusal to pay such fee; and

b) threaten to bring a claim against you for a sum greater than the outstanding fee; and

b) agree not to pursue such claim if you agree not to press for your outstanding fee.

Our payment of your outstanding fee will only be made if we believe that this will avoid a claim for a greater amount. If following this a claim still arises then the amount paid under this clause will be deducted from the limit of indemnity. If you eventually recover the outstanding fee or any part thereof then you must repay us any amount you recover less your reasonable expenses necessarily incurred in recovering the outstanding fee.
5. **First party copyright infringement**

We will also pay any reasonable costs and expenses necessarily incurred in the issue of any proceedings notified to us during the period of insurance for any injunction or for damages for infringement of any copyright vested in you. Provided always that we will not be required to incur any obligation to meet such costs where your cause of action is not one that is reasonable to pursue. In the event of any dispute arising between you and us as to the reasonableness of pursuing any such cause of action the opinion of a Queen’s Counsel the appointment of whom will be mutually agreed between you and us will be obtained and their decision will be binding.

If you and we cannot agree on the appointment of a Queen’s Counsel the chairman of the Bar Council will appoint one.

Our liability will not exceed £25,000 in the aggregate during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

6. **Libel or slander**

We will also indemnify you against any act of libel or slander provided such act of libel or slander is committed or uttered by an insured in good faith.

7. **Loss of documents**

We will also pay reasonable costs necessarily incurred by you with our prior consent for the restoration or replacement of records associated with the business including computer systems records which have been accidentally lost or damaged. Provided always that any computer systems records are backed up no less frequently than once every 7 days or as otherwise agreed by us and such backed up records are held at a separate location.

This clause does not apply to negotiable instruments of whatsoever nature.

Our liability will not exceed £1,000,000 in the aggregate or the limit of indemnity in the aggregate stated in the schedule whichever is the lesser during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

8. **Representation costs**

We will also pay reasonable costs and expenses necessarily incurred by you with our written consent for representation at any official examination, inquiry, investigation or other proceedings ordered or commissioned by a body legally empowered to investigate your affairs that is first instigated against you and notified to us during the period of insurance and which may give rise to a claim under this section.

Our liability will not exceed £25,000 in the aggregate during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

**Special exclusions**

This section does not cover:

1. **Asbestos**

   liability, loss, cost or expense caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives unless arising out of a breach of professional duty due to any negligent act, error or omission committed or alleged to have been committed in the conduct of the business.

   Provided that:

   a) this policy will not cover liability for:

      i) asbestos surveys

      ii) death, bodily injury, mental injury, sickness, disease, mental anguish, shock or the fear of suffering thereof sustained by any person

   b) our liability including defence costs will not exceed £1,000,000 in the aggregate or the limit of indemnity in the aggregate stated in the schedule whichever is the lesser during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.
2. **Claims by related entities**
   any claim brought by any insured or any related entity unless such claim emanates from an independent third party

3. **Competition, restraint of trade or taxation**
   liability arising from the breach of any taxation, competition, restraint of trade or antitrust legislation or regulation

4. **Contractual liability**
   a) liability arising from any express warranty, guarantee, contractual promise, indemnity, liquidated damages, waiver or express agreement given by you unless you would have been liable even if there had not been any such express warranty, guarantee, contractual promise, indemnity, liquidated damages, waiver or express agreement
   b) any claim or loss payable which would have been recoverable but for any restriction on your rights of recovery imposed by the terms of any contract entered into by you

5. **Courts jurisdiction**
   any claim made or brought:
   a) in the United States of America or Canada or territories under their jurisdiction
   b) under or in consequence of any judgment or order in or under the laws of the United States of America or Canada or territories under their jurisdiction

6. **Criminal or malicious acts**
   liability arising out of any criminal, dishonest, fraudulent or malicious act, error or omission committed by any insured or on the direction of any business partner, director, member or principal unless:
   a) committed by any employee which for the purpose of this clause will not include any business partner, director, member or principal of yours; and
   b) there was no reasonable cause for suspicion by any business partner, director, member or principal in relation to such person.
   Provided always that:
   i) in the event of a loss being sustained as a result of any criminal, dishonest, fraudulent or malicious act, error or omission the amount of indemnity under this section will be reduced by an amount equal to the sum of:
      1) any monies owed by you to any person committing, condoning or contributing to the act or omission
      2) any monies held by you and belonging to such person; and
   ii) no person committing, condoning or contributing to any criminal, dishonest, fraudulent or malicious act, error or omission is entitled to an indemnity under this section

7. **Directors’ and officers’ and trustee liability**
   liability while any insured is carrying out the duties of:
   a) a director or officer of you or any other body corporate
   b) a trustee of any pension fund or any other employee benefit scheme

8. **Electronic risks**
   liability arising out of virus or similar mechanism or hacking or denial of service attack

9. **Employment**
   liability arising out of:
   a) death, bodily injury, mental injury, sickness, disease, mental anguish or shock of any business partner, director, member, principal or employee while in the course of their employment with you
   b) any obligation owed by you as an employer or potential employer to any director or employee or applicant for employment
   c) any express or implied terms of a partnership agreement or membership agreement

10. **Goods and services**
    liability arising from any contract or arrangement for the supply to or use by you of goods or services
11. Insolvency
liability arising out of your insolvency or bankruptcy. This exclusion will not apply to any circumstance or claim that may be covered under this section but for your insolvency or bankruptcy

12. Pension and employee benefit schemes
liability arising out of the operation or administration of your pension or other employee benefit scheme

13. Pollution or contamination
liability, loss, cost or expense directly or indirectly caused by, contributed to by or arising out of:

a) pollution or contamination unless arising out of a breach of professional duty due to any negligent act, error or omission committed or alleged to have been committed in the conduct of the business

b) any environmental audit.

Our liability including defence costs will not exceed the limit of indemnity in the aggregate during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule

14. Prior circumstances and claims
liability arising from:

a) any circumstance that:
   i) you knew or that in our reasonable opinion you ought to have known prior to inception of this policy which may give rise to a claim against you
   ii) was notified by you under any other insurance policy prior to inception of this policy
   iii) was disclosed or in our reasonable opinion ought to have been disclosed on your latest proposal to us

b) any claim made against any insured prior to inception of this policy

15. Products and buildings
liability arising out of any:

a) supply, repair, alteration, manufacture, installation or maintenance of goods, materials or products

b) construction, repair, installation, erection, removal or demolition of buildings, building works or physical structures by any insured, subcontractor or related entity

16. Property and transport
liability arising out of the ownership, possession or use by you or on your behalf of any land, building, aircraft, watercraft, mechanically propelled vehicle or trailer

17. Punitive damages or fines
any amount in respect of:

a) penalties or fines

b) punitive or exemplary damages unless arising out of libel or slander committed or uttered in good faith

18. Survey and valuation
liability arising out of any survey or valuation

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

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

20. Trading losses
liability arising out of your trading loss or trading debt or your liability for VAT or its equivalent.
Special provisions

1. Contracts (Rights of Third Parties) Act 1999
   For the purposes of the Contracts (Rights of Third Parties) Act 1999 this section is not enforceable by any third party.

2. Discharge of liability
   We may at any time pay in connection with any claim the maximum amount payable under this section after deduction of any sum already paid in respect of such claim or any lower amount for which the claim can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of defence costs incurred with our written consent prior to the date of such payment.

3. Joint liabilities
   If the insured comprises more than one party we will indemnify each party as though a separate policy had been issued to each of them provided always that the total amount of indemnity to all such parties will not exceed the amount payable if the insured comprised only one party and in any event will not exceed the limit of indemnity stated in the schedule.

4. Limit of indemnity
   The limit of indemnity stated in the schedule is our monetary limit (other than any limit otherwise stated) and applies to any one claim.

   All claims against any one or more of the insured arising from:
   a) one act or omission
   b) one series of related acts or omissions
   c) the same act or omission in a series of related matters or transactions
   d) similar acts or omissions in a series of related matters or transactions
   e) one matter or transaction

   will be regarded as one claim. All such claims will be considered first made on the date upon which the earliest claim is first made.

5. Queen's Counsel
   You will not be required to contest any legal proceedings unless a Queen's Counsel or similar authority agreed upon by you and us advises that on the facts of the case such claim may be contested with a reasonable prospect of success.

   If you and we cannot agree on the appointment of a Queen's Counsel the chairman of the Bar Council will appoint one.

Special conditions

1. Observance
   The due observance and fulfilment of the terms and conditions of this section by you in so far as they relate to anything to be done or complied with by you will be a condition precedent to our liability to make any payment under this section.

2. Sole agent
   It is agreed that:
   a) if the insured comprises more than one party the person, company or entity set out as you in the schedule will act for itself and be deemed to act as the sole agent for the insured. All parties comprising the insured are deemed to have consented and agreed that rights of action under this section are not assignable except with our prior written consent
   b) you have the sole right to file notice or proof of loss or make a claim
   c) you have the sole right to bring legal proceedings arising under or in connection with this section
   d) knowledge possessed or discovery made by any person, company or entity forming part of you or by any business partner, director, member, principal or officer, departmental head or other senior manager or the equivalent thereof will be deemed to constitute knowledge possessed or discovery made by all other persons, companies or other entities forming part of you.
Special claims conditions

1. Claim notification
   Upon learning of any circumstance or on receiving verbal or written notice of any claim you must:
   a) tell us as soon as reasonably possible and give us any assistance we may reasonably require
   b) immediately send to us any claim, writ or summons issued against you and any notice of prosecution, inquest or fatal inquiry
   c) supply at your own expense and as soon as reasonably possible full details of the claim in writing including any supporting evidence and information that we require and keep us up to date with any future information you receive or we may reasonably require
   d) in the case of notification of a circumstance supply full details including all material facts, dates and persons involved and the reasons for anticipating that it is by definition a circumstance.

2. Claim settlement
   We will:
   a) be entitled to take over and conduct the defence or settlement of any claim including the appointment of legal counsel
   b) treat any circumstance notified during the period of insurance which subsequently gives rise to a claim after the period of insurance as a claim first made during the period of insurance.

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

4. Other insurance
   If at the time of any circumstance or claim there is any other policy providing an indemnity in respect of such circumstance or claim we will be liable only for our proportionate share. If any other policy has a provision preventing it from contributing in like manner then our share of the claim will be limited to the amount in excess of that which would be payable under such other policy had this policy not been effected.

5. Prejudice
   Where you have prejudiced the settlement of any claim the amount we will pay including defence costs will be reduced to such an amount as would have been payable in the absence of such prejudice.

6. Subrogation rights
   We are entitled to:
   a) take the benefit of your rights against another person prior to or after we have paid a claim
   b) take over the defence or settlement of a claim against you by another person.
Section J – Legal expenses

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

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

Special definitions

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

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

Costs and expenses
a) All reasonable and necessary costs chargeable by the appointed representative and agreed by us in accordance with the DAS standard terms of appointment.
b) The costs incurred by opponents in civil cases if the insured person has been ordered to pay them or the insured person pays them with our agreement.

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

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

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

Date of occurrence
a) For civil cases other than under insured incident Tax protection the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause the date of occurrence is the date of the first of these events. (This is the date the event happened which may be before the date you or an insured person first became aware of it.)
b) For criminal cases the date the insured person began or is alleged to have begun to break the law.
c) For insured incident Statutory licence appeal the date when you first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel your licence, mandatory registration or British Standard Certificate of Registration.
d) For insured incident Tax protection the date when HM Revenue & Customs or the relevant authority first notifies you of its intention to carry out an enquiry. For VAT disputes or employer compliance disputes the date the dispute arises during the period of insurance.
e) For insured incident Legal defence 5 – Statutory notice appeals the date when the insured person is issued with the relevant notice and has the right to appeal.
Employer compliance dispute
A dispute with HM Revenue & Customs concerning your compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.

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

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

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

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

Reasonable prospects
a) For civil cases the prospects that the insured person will:
   i) recover losses or damages or a reduction in tax or National Insurance liabilities
   ii) obtain any other legal remedy that we have agreed to including an enforcement of judgment
   iii) make a successful defence or make a successful appeal or defence of an appeal
       must be at least 51%.
       We or a preferred law firm or tax consultancy on our behalf will assess whether there are reasonable prospects.
b) For criminal cases there is no requirement for there to be prospects of a successful outcome. However for appeals the prospects must be at least 51%.

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

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

Provided that:

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

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

Provided that:

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

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

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

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

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

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

We will not pay:

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

Insured incidents

A. Employment disputes and compensation awards

A1. Employment disputes

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

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

b) in unfair dismissal disputes under the ACAS Arbitration Scheme

c) in legal proceedings in respect of any dispute relating to:

   i) a contract of employment with you

   ii) an alleged breach of the statutory rights of an employee, ex-employee or prospective employee under employment legislation.
We will not pay any claim relating to:

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

A2. Compensation awards

We will pay:

- a) any basic and compensatory award; and/or
- b) an order for compensation following a breach of your statutory duties under employment legislation

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

Provided that:

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

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

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

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

We will not pay:

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

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

a) under legislation for unlawful discrimination

b) as trustee of a pension fund set up for the benefit of your **employees**.

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

A4. **Service occupancy**

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

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

B. **Legal defence**

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

B1. **Criminal pre-proceedings cover**

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

B2. **Criminal prosecution defence**

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

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

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

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

B4. **Wrongful arrest**

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

B5. **Statutory notice appeals**

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

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

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

B6. **Jury service and court attendance**

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

a) to perform jury service

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

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

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

C. Statutory licence appeal

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

We will not cover any claim relating to:

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

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

D. Contract disputes

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

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

Provided that:

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

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

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

We will not cover any claim relating to:

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

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

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

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

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

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

4. a dispute which arises out of:

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

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

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

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

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

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

Provided that:

a) the debt exceeds £500 including VAT
b) a claim is made within 90 days of the money becoming due and payable
c) we have the right to select the method of enforcement or to forego enforcing judgment if we are not satisfied that there are or will be sufficient assets available to satisfy judgment.

We will not cover any claim relating to:

1. any debt arising from an agreement entered into prior to the start of this section if the debt is due within the first 90 days of the cover provided by this section.
2. a) the settlement payable under an insurance policy
   b) the sale, purchase, terms of a lease, licence or tenancy of land or buildings
   c) a loan, mortgage, pension, guarantee or any other financial product and choses in action
   d) a motor vehicle owned by or hired or leased to you other than agreements relating to the sale of motor vehicles where you are engaged in the business of selling motor vehicles
3. a dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services
4. the recovery of money and interest due from another party where the other party indicates that a defence exists
5. any dispute which arises from debts you have purchased from a third party.

F. Property protection

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

a) any event which causes damage to such material property
b) a legal nuisance (meaning any unlawful interference with your use or enjoyment of your land, or some right over or in connection with it)
c) a trespass

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

We will not cover any claim relating to:

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

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

We will not cover any claim relating to:

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

H. Tax protection

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

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

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

We will not cover any insured incident:

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

Special exclusions applicable to Section J

We will not pay for:

1. A dispute with DAS
   a dispute with us not otherwise dealt with under special condition 1
2. Bankruptcy
   any claim where either at the start of or during the course of a claim you:
   a) are declared bankrupt
   b) have filed a bankruptcy petition
   c) have filed a winding-up petition
   d) have made an arrangement with your creditors
   e) have entered into a deed of arrangement
   f) are in liquidation
   g) part or all of your affairs or property are in the care or control of a receiver or administrator
3. Calendar date devices
   any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date
4. Costs we have not agreed
costs and expenses incurred before our written acceptance of a claim

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

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

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

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

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

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

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

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

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

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

15. Nuclear, war and terrorism risks
any claim caused by, contributed to by or arising from:

a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel

b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it

c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup or any other act of terrorism or alleged act of terrorism as defined by the Terrorism Act 2000

d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds

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

1. Arbitration
   If there is a disagreement between you and us about the handling of a claim and it is not resolved through our internal complaints procedure and you are a small business you can contact the Financial Ombudsman Service for help. Details available from www.financial-ombudsman.org.uk. 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 in-house lawyer cannot negotiate settlement of your claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest then you may choose a law firm or tax expert to act as the appointed representative. We will choose the appointed representative to represent you in any proceedings where we are liable to pay a compensation award.

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

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

13. Your responsibilities
An insured person must:

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

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

14. Withdrawing cover
If an insured person settles a claim or withdraws their claim without our agreement or does not give suitable instructions to the appointed representative we can withdraw cover and will be entitled to reclaim any costs and expenses we have paid.
**Data protection**
To provide and administer the legal advice service and legal expenses insurance we must process the personal data (including sensitive personal data such as convictions) that we collect from you in accordance with our Privacy Policy.

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

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

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

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

Or you can phone us on 0344 893 9013 or email us at customerrelations@das.co.uk

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

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

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

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

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

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

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

You can also contact them by telephone on 0300 555 0333 or email them at enquiries@legalombudsman.org.uk

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

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

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

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

This section is only operative if stated in the schedule.

Special definition

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

Benefits
Any type of compensation or the equivalent value thereof other than salary and wages including but not limited to:

a) perquisites, fringe benefits, bonus payments
b) incentive or deferred compensation
c) the value of any actual, beneficial or contingent rights to benefits, incentives or other compensation whose value is imputed or derived in any way from the value of your securities including but not limited to, share options, share grants, restricted shares or share warrants.
d) medical or insurance benefits and payments due to any person in connection with an employee benefit plan or pension scheme.

Change of control
Where any person, entity or group:

a) acquires more than 50% of your share capital
b) acquires the majority of the voting rights in you
c) assumes the right to appoint or remove the majority of your board of directors or equivalent positions
d) assumes control pursuant to written agreement with other shareholders over the majority of the voting rights in you
e) merges with you such that you are not the surviving entity
f) is appointed to you as a trustee in bankruptcy, receiver, liquidator or administrator or similar official or person or

The winding up of the pension scheme that will be deemed to have occurred on the date of the final asset distribution made from a pension scheme which has terminated.

Director or officer
Any natural person who is:

a) a past, present or future director, officer, management committee member, member of the board of managers, supervisory board member, management board member or governor of you elected or appointed according to law
b) a past, present or future de facto director or officer or any natural person who is deemed a shadow director as defined in section 251 of the Companies Act 2006 of you
c) employed by you to whom the Financial Conduct Authority has given its approval to perform one or more of controlled functions 1-30 for a company pursuant to Section 59 of the Financial Services and Markets Act of 2000.

Discovery or discovered
The moment at which you or any trustee, director or officer, departmental head or other senior manager or the equivalent thereof becomes aware of any fact or facts that give reasonable grounds to believe that loss as insured by this section has been or may be incurred even though the exact amount or details of the loss may not then be known.
**Employee**
Any natural person who is:

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

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

Provided that for the purposes of this section the following are excluded:

i) any partner in **you**

ii) any **employee** who at the time of committing any **act of fraud or dishonesty** controls more than five per cent of the issued share capital of **you**

iii) any broker, factor commission merchant, consignee, contractor or other agent or representative of the same general character.

**Financial institution**
Any bank including any merchant or investment bank, finance company, hedge fund, insurance or reinsurance company, mortgage bank, savings and loan association, building society, credit union, stockbroker, investment trust, asset management company, fund manager or any entity established principally for the purpose of carrying out commodities, futures or foreign exchange trading or any other similar entity.

** Forgery**
The signing by hand of another natural persons name, or the endorsing or amending by hand without authority of any cheque, draft, promissory note or bill of exchange given or received by **you** with the intent to deceive in consequence of which **you** have acted or transferred funds or goods.

**Insured**

a) An **insured person**

b) an **insured company**

c) a **sponsoring company**

**Insured company**

a) **You**

b) any past, present or future **subsidiary company**

**Insured person**
Any natural person who is:

a) a **director or officer**

b) a **trustee**

c) an **outside entity executive**

d) an **employee** who is **your** risk manager or equivalent position

e) an **employee** while acting in a managerial or supervisory capacity for **you**

f) an **employee** including while acting as a lawyer on behalf of **you** for:

   i) any **securities claim** against such **employee** or **employment claim**

   ii) any other **claim** against such **employee** where such **claim** is also made and is continuously maintained against a **director or officer**.

Provided that insured person will not include any consultant, external auditor, or liquidator, administrator or receiver of **you**.
**Limit of indemnity**
Our maximum liability in the aggregate payable under this section of the policy. The limit of indemnity applies over and above any excess.

**Loss**
Direct financial loss of any *property*, money or *securities* sustained by you as a direct result of any *act of fraud* or *dishonesty*.

**Outside entity**
a) Any not-for-profit entity
b) any other entity except any:
   i) *financial institution*
   ii) other entity if its *securities* are traded on a primary, secondary or other market
   iii) other entity that had negative net assets or negative net worth at the inception date of this policy.

**Outside entity executive**
Any *director or officer* or any *employee* while serving or acting in the capacity of a *director or officer* of an *outside entity* at your specific direction and request.

**Pension scheme**
Your sponsored scheme, plan or arrangement.

**Property**
Your tangible property other than money or *securities*.

**Securities**
Any bond, debenture, note, share, stock or other equity or security for debt, and will include any certificate of interest or participation in, receipt for, warrant or other right to subscribe to or to purchase, voting trust certificate relating to, or other interest in any of the foregoing items representing money or property.

**Sponsoring company**
You and including any *employee* of the sponsoring company acting with the authorisation of the *trustees* to perform duties directly related to the *pension scheme*.

**Subsidiary company**
Any entity in which you directly or indirectly:
a) hold more than 50% of the voting rights
b) appoint a majority of the board of directors
c) have the right to appoint a majority of the board of directors subject to a written agreement with other shareholders.

**Third party**
Any person or entity other than the *insured* or *outside entity*.

**Trustee**
Any:
a) past, present or future *director or officer* or *employee* of the *sponsoring company* duly appointed as a trustee of the *pension scheme* in accordance with the provisions of the *pension scheme* or by Court Order
b) *subsidiary company* incorporated for the sole purpose of administering a *pension scheme* or acting as a trustee of a *pension scheme*.

**Cover**
We will indemnify you for *loss* for which you are responsible at law committed by an *employee* acting alone or in collusion with others which is first *discovered* during the period of insurance.
Additional cover extensions applicable to Section K – Employee dishonesty

1. **Bilateral extended reporting period**

   In the event that either *we* do not renew or *you* do not renew or replace this section *you* have the right to extend the period of insurance:
   a) automatically for 90 days at no additional premium
   b) for 12 months subject to payment of an additional premium of 50% of the last annual premium stated in the schedule only in respect of any *act of fraud or dishonesty* committed prior to the effective date of such non-renewal.

   Provided always that:
   i) *you* must give *us* written notice of *your* intention to purchase the extended reporting period within 30 days of the effective date of non-renewal of this section and pay the relevant premium promptly after electing this extension.
   ii) in the event of *change of control* the extended reporting period will not be available.

2. **Computer fraud**

   *We* will pay *you* for the theft of *your* money, *securities* or goods due to any fraudulent or dishonest misuse or manipulation by a *third party* of the computer systems and programs operated by *you*.

3. **Employee benefit plans**

   *We* will pay the *trustees* of any *pension scheme* or other employee benefits scheme set up by *you* to provide benefit to *your* *employees* in respect of loss as insured in this section.

   Provided that payment under this extension will form part of and not be in addition to the *limit of indemnity* stated in the schedule.

4. **Forgery**

   *We* will pay *you* for loss of money or *securities* resulting from *forgery*.

5. **Funds transfer fraud**

   *We* will pay *you* for the theft of any of *your* funds from an account maintained by *you* at a *financial institution* following fraudulent electronic, telegraphic, cable, teletype, telephone or written instructions to debit such account and to transfer, pay or deliver funds from such account and which instructions purport to have come from *you* but which are fraudulently transmitted or issued, are a *forgery* or fraudulently altered by another.

6. **Investigation costs**

   *We* will pay *you* in respect of reasonable fees and costs other than remuneration payable to any *employee*, partner, *director or officer* of any *insured company*, cost of their time or costs or overhead of any *insured company* necessarily incurred by *you* with *our* written consent to establish the amount of direct loss in connection with a claim covered under this section.

   Provided that payment under this extension will form part of and not be in addition to the *limit of indemnity* stated in the schedule.

7. **Money orders**

   *We* will pay *you* for *your* direct financial loss arising from *your* acceptance in good faith in exchange for money, goods or services of any post office or express money order issued or purporting to have been issued by any post office or express office if such money order is not paid on presentation.
8. **New entities**

If you:

a) consolidate or merge with

b) acquire majority voting rights, control of

c) acquire the assets of

another entity cover is immediately provided to such entity where such entity:

i) has gross annual turnover which is less than 10% of your gross annual turnover and has less than 10% of your total employees

ii) does not undertake any activities which vary materially from your activities as advised to us

iii) complies with the controls and procedures adopted by you as advised to us

iv) has not in the preceding 3 years suffered loss of a type covered by this section whether insured or not which was greater than 25% of the amount of the excess stated in the schedule.

Provided that:

1) you will give notice to us of all entities added to the insurance under this section by virtue of this extension within 30 days of the date of such addition. Failure to give such notice will be an election by you for that entity not to be included under this section

2) you will provide us with all information concerning the addition that we may require and will pay any additional premium required by us. Failure to pay such additional premium within 30 days of request by us will be an election by you for that entity not to be included under this section

3) the insurance provided under this extension will only apply to losses occurring after the date of any addition to this section.

9. **Paper currency**

We will pay you for your direct financial loss arising from your acceptance in good faith in the regular course of business of counterfeit paper currency.

10. **Reconstitution costs**

We will pay you for the reasonable costs incurred in rewriting or amending the software programs or systems where such rewriting or amendment is necessary to correct the programs or amend the security codes following the fraudulent use of the computer hardware or software programs or systems operated by you and which was the subject of a claim under this section.

Our liability will not exceed £25,000 in the aggregate during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

**Special exclusions**

This section does not cover:

1. **Damages and fines**
   damages, fines, penalties or taxes of any description

2. **Defence costs**
   the costs of defending any legal proceedings brought against you or the fees, costs or expenses incurred or paid by you in prosecuting or defending any legal proceedings whether or not such legal proceedings result or would result in a loss to you under this section except as may be stated specifically elsewhere in this section

3. **Extortion kidnap and ransom**
   loss arising out of or in connection with kidnap or ransom or any threat thereof or extortion other than extortion by an employee
4. Fees, costs or expenses
   any fees, costs or expenses incurred by you in establishing the existence of or the amount of loss covered under this section except as provided for by the Additional cover extension – 6. Investigation costs

5. Fraudulent employee
   loss caused by any employee whom you were aware had previously committed a criminal act before or after the date of commencement of employment with you

6. Indirect loss
   loss of any kind not directly associated with the incident that caused you to claim unless expressly stated to be insured

7. Inter insured
   loss sustained by one part of you to the benefit of any other part of you

8. Proprietary information and trade secrets
   loss of intangible property howsoever caused including but not limited to intellectual rights, trade secrets, proprietary information, patents, trademarks, copyrights, computer programs, confidential processing methods or other confidential information of any kind.

Claims conditions applicable to Section K

1. Claims notification
   Upon the discovery of loss that may give rise to a claim you will notify us in writing as soon as reasonably possible but in all events no later than 45 days after the expiry of the period of insurance or the extended reporting period if applicable. Such notice will include but not be limited to a description of the circumstances leading to the loss and the names if known of the persons causing such loss.

2. Claims series
   Where more than one loss arises from one act of fraud or dishonesty or from a series of acts of fraud or dishonesty which are connected causally with another or which are by any means inter-related or inter-connected they will be deemed to be a single loss notwithstanding the number of loss notifications that have been made and such single loss will be attributed solely to the period of insurance or the extended reporting period (if applicable) during which the first loss arising from such series of acts of fraud or dishonesty was discovered.

3. Limitation
   Our aggregate liability for loss sustained by any or all of the persons, companies or other entities forming part of you will not exceed the amount for which we would be liable if all losses were sustained by any one of the persons, companies or other entities forming part of you.

4. Loss settlement
   We may with your consent settle any demand for loss of property with the owner thereof. Any property for which we have made indemnification will become our property. We may at our discretion pay such actual cash value or make such repairs or replacements. If we and you cannot agree upon such cash value or such cost of repairs or replacements such cash value or such cost will be determined by arbitration.

5. Submission of records
   In the event of a loss you will immediately upon our request deliver to us all pertinent records, information, explanation and other evidence as may be reasonably required for the purposes of investigating or verifying the loss together with if required a statutory declaration of the truth of the loss and of any matters connected with it.
Special conditions applicable to Section K

1. Cancellation on discovery
The insurance under this section in respect of any employee will be deemed to be cancelled immediately upon discovery by you or any partner, director or officer, departmental head, senior manager or the equivalent thereof not in collusion with such employee of any act of fraud or dishonesty committed by that employee and any further acts of fraud or dishonesty committed by that employee are not insured.

2. Dealing and trading
In respect of any act of fraud or dishonesty committed by any employee who is engaged in trading or dealing in stocks, shares, equities, bonds, securities, valuable papers, commodities, foreign exchange, derivatives, loans, transactions in the nature of a loan or other extension of credit and the like you will prove conclusively that such acts of fraud or dishonesty were committed by the employee with the clear intention of causing you to suffer such loss and to obtain and resulting in improper financial gain for that employee or any other person or entity intended by the employee to receive such gain. Salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions and other benefits will not constitute improper financial gain.

3. Joint insured
a) If you comprises more than one party the person, company or entity set out as you in the schedule will act for itself and be deemed to act as the sole agent for you. All parties comprising you are deemed to have consented and agreed that rights of action under this policy are not assignable except with our prior written consent
b) you have the sole right to file notice or proof of loss, adjust, receive or enforce payment of any loss
c) payment of any loss will fully release us on account of such loss. If we agree to make payment to an entity other than you such payment will be deemed to have been made to you
d) you have the sole right to bring legal proceedings arising under or in connection with this section.

4. Knowledge and reliance
Knowledge possessed or discovery made by any insured forming part of you or by any partner, director or officer, departmental head or other senior manager or the equivalent thereof will be deemed to constitute knowledge possessed or discovery made by all other persons, companies or entities forming part of you.

5. Non-identification
If a loss is alleged to have been caused by an act of fraud or dishonesty by any employee and you are unable to discover the identity of the actual employee we will indemnify you provided that the evidence submitted proves beyond reasonable doubt that the loss was caused by the fraudulent or dishonest acts of one or more employee.

6. Prosecution
You will if and when required by us but at our expense if a conviction is obtained use all diligence in prosecuting to conviction any person by whose dishonesty a claim will have been made under this section.

7. Valuation
a) Securities
In no event will we be liable as respects securities for more than the actual cash value thereof at the close of business on the business day preceding the day on which the loss was discovered
b) Books of accounts and records
In the case of loss of or damage to property consisting of books of accounts or other records other than electronic data used by you in the conduct of your business we will be liable under this section only if such books or records are actually reproduced and then for not more than the cost of blank books, blank pages or other materials plus the cost of labour and computer time for the actual transcription or copying of data which will have been furnished by you in order to reproduce such books and other records
c) Electronic data
In the event that a loss as covered under this section results in the destruction, erasure or theft of electronic data used by you while such data is stored within your computer systems we will be liable under this section if such data is actually reproduced and cover hereunder will only apply to the cost of labour for the actual transcription or copying of data, which will have been furnished by you in order to reproduce such electronic data
d) **Damage to premises**
   In the case of damage to the premises we will not be liable for more than the actual cost of repairing such premises with material of like quality and value.

e) **Foreign currency**
   If a foreign currency being a currency other than the currency in which this section is written is involved in a *loss* sustained by you under this section then for the purpose of any calculation required in the settlement of a *loss* the rate of exchange will be the rate as offered by our London Clearing Bank on the date of such settlement.

f) **Other property**
   In no event will we be liable as respects other *property* not included in the above for more than the actual cash value thereof at the time of *loss* or for more than the actual cost of repairing such other *property* or of replacing same with *property* or material of like quality and value provided however the actual cash value of such other *property* held by you as a pledge, or as collateral for an advance or a loan will be deemed not to exceed the value of the *property* as determined and recorded by you when making the advance or loan nor in the absence of such record the unpaid portion of the advance or loan plus accrued interest thereon at legal rates.
Section L – Personal accident

This section is only operative if stated in the schedule.

Special definitions

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

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

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

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

**Country of secondment**
The country where a person insured:

a) temporarily resides under a contract of employment with you

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

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

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

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

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

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

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

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

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

**Kidnap**
The unlawful abduction and detention of a person insured against their will.
**Medical expenses**
Any reasonable costs necessarily incurred for medical, surgical or other diagnostic or remedial treatment given or prescribed by a qualified medical practitioner and any hospital, nursing home or ambulance charges.

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

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

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

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

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

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

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

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

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

Provided that:

a) benefit 5 will be payable for a maximum of 104 weeks and is subject to a deferment period of 7 days

b) in respect of any one person insured a benefit will not be payable under more than one of benefits 1 to 4. Any benefit payable under benefit 5 will immediately cease should a benefit under one of benefits 1 to 4 subsequently be payable by us to you

c) in respect of a person insured under the age of 16 the maximum compensation payable under benefit 1 will not exceed £15,000 or the amount stated in the schedule whichever is the lesser.

We will settle your claim in accordance with the Claims conditions.
**Additional cover extensions applicable to Section L – Personal accident**

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

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

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

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

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

6. **Rehabilitation support**
   Where a person insured suffers bodily injury resulting in disablement for which we agree to pay a benefit under this section we will at our discretion for a maximum period of 12 months from the date of the disablement enlist the services of Zurich Medical Management to:
   a) carry out by telephone an initial medical assessment of the person insured in conjunction with the person insured's medical advisers and discuss options for beneficial medical, prosthetic and counselling services
   b) provide support to the person insured during the recovery period:
      i) to minimise the effects of their bodily injury; and
      ii) to follow the agreed rehabilitation plan; and
      iii) to advise on and coordinate a return to work plan.
   Provided that you or the person insured will bear the cost of any treatment or other services taken up as a result of any support or arrangements offered or made by Zurich Medical Management.
Special exclusions
This section does not cover any expense or loss arising from:

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

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

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

4. Excluded travel to dangerous or unsettled areas
   a journey to the following countries or specific areas of countries:
   Afghanistan, Iran, Iraq, Somalia, Yemen, Israeli occupied Territories

5. Non passenger air travel
   a person insured engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft

6. Suicide or self injury
   a person insured committing or attempting to commit suicide or intentionally inflicting self injury

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

Special provisions

1. Any one person insured maximum benefit
   The maximum payable under this section is as follows:
   
   Maximum benefit any one Person Insured Benefits 1 to 4 As stated in the schedule.
   Maximum benefit any one Person Insured Benefit 5 As stated in the schedule.

2. Event aggregate limitation
   The maximum payable under this section as the event aggregate limit is £5,000,000.
   Provided that if the total amount of any claims for bodily injury arising out of any one event exceeds the event aggregate limit each individual claim will be proportionately reduced until the total value of any claims does not exceed the event aggregate limit.

3. Multi-engined aeroplane and other forms of aerial transport limitation
   The maximum payable under this section is as follows:

   Multi-engined aeroplane limit £1,000,000
   Other forms of aerial transport limit £500,000
   Provided that if the total amount of any claims for bodily injury arising out of any one event involving the same:
   a) multi-engined aeroplane exceeds the multi-engined aeroplane limit each individual claim will be proportionately reduced until the total value of any claims does not exceed the multi-engined aeroplane limit
   b) aircraft, not being a multi-engined aeroplane, exceeds the other forms of aerial transport limit each individual claim will be proportionately reduced until the total value of any claims does not exceed the other forms of aerial transport limit.

Special conditions applicable to section L

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

2. Interest
   No sum payable under Section L will carry interest.
Section M – Business travel

This section is only operative if stated in the schedule.
Reference should be made to the schedule for specific detail of the territorial limits applicable to this section.

Special definitions

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

**Cancellation or curtailment limit**
The maximum amount for which we can be held liable in respect of any claims under subsection M4 for loss and expense arising out of any one *event*.

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

**Child**
Any child of a *person insured* who is:
a) unmarried and dependant; and
b) under 18 years of age or under 25 years of age if in full-time education.

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

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

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

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

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

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

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

**Electronic business equipment**
Property owned by *you* and provided to the *person insured* to enable the *person insured* to perform their occupational tasks. These items must be of an electronic nature and cannot be items supplied or manufactured by *you*. 
**Emergency repatriation expenses**
Any reasonable costs including the cost of medical attendants necessarily incurred in transporting the person insured to an appropriate hospital or nursing home or to the **country of permanent residence** or the **country of secondment** if recommended by Zurich Travel Assistance in conjunction with the local attending medical practitioner.

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

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

**Excluded territories**
The countries or parts of countries listed in the schedule.

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

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

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

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

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

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

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

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

**Operative time**
The period of time during which a person insured is undertaking a journey outside the United Kingdom or **country of permanent residence** and within if it involves an internal flight or overnight stay commencing from the time of leaving the place of residence or normal place of work whichever is left last and continuing until arrival back home or normal place of work whichever is reached first.
**Overseas medical expenses**
All reasonable costs necessarily incurred for medical, surgical or other diagnostic or remedial treatment given or prescribed by a qualified medical practitioner and any hospital, nursing home or ambulance charges outside the person insured’s country of permanent residence or country of secondment.

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

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

**Travel expenses**
All reasonable costs necessarily incurred for:

a) travel, sustenance and accommodation expenses of up to 2 nominated persons who on medical advice are required to travel to or remain with the person insured up to a maximum of £10,000 any one claim

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

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

d) travel expenses incurred by the person insured in returning to attend the funeral of a close relative in their country of permanent residence or country of secondment.

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

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

**Zurich Travel Assistance**
The coordinator on our behalf of a range of services in respect of medical and security assistance supported by a 24 hour helpline (refer to subsection M7).

**Section M1 – Overseas medical costs**

**Cover**

We will pay you or the person insured for:

a) overseas medical expenses

b) travel expenses

c) emergency repatriation expenses

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

Provided that:

you or a person insured must contact Zurich Travel Assistance as soon as reasonably possible if illness or bodily injury results in the need for in-patient hospital treatment.
Additional cover extensions applicable to Section M1 – Overseas medical costs

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

2. **Search and rescue costs**
   Where a person insured is reported missing to the appropriate authorities during a journey we will pay you on behalf of the person insured for costs incurred by recognised rescue authorities in searching for and rescuing the person insured up to a maximum of £50,000 per person insured.
   Provided that we will not pay more than £100,000 irrespective of the number of persons insured involved in one event.

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

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

Exclusions applicable to Section M1

Section M1 does not cover:

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

2. **Non passenger air travel**
   any expenses arising from a person insured engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft

3. **Other insurances**
   any expenses which have been recovered from:
   a) any other insurance policy in your name or the person insured’s name
   b) any national insurance programme which is applicable to the person insured

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

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

6. **Unapproved emergency repatriation costs**
   any emergency repatriation expenses incurred without the prior consent of Zurich Travel Assistance

7. **Unapproved hospital treatment**
   any hospital treatment provided on an in-patient basis where the person insured has not made all reasonable attempts to obtain the prior consent of Zurich Travel Assistance or obtained the consent of Zurich Travel Assistance at the first opportunity after the treatment.
Section M2 – Personal property

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

Additional cover extensions applicable to Section M2 – Personal property

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

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

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

Exclusions applicable to Section M2
Section M2 does not cover:

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

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

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

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

Section M3 – Money

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

Additional cover extension applicable to Section M3 – Money

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

   Where a claim is made the value of the cash advanced will be reimbursed by you to us upon completion of the journey.
Exclusions applicable to Section M3

Section M3 does not cover:

1. **Cash limitation**
   more than £500 per person insured in respect of loss of cash

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

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

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

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

Section M4 – Cancellation, curtailment, rearrangement and replacement costs

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

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

b) reasonable additional travel and accommodation expenses necessarily incurred.

Additional cover extensions applicable to Section M4 – Cancellation, curtailment, rearrangement and replacement costs

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

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

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

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

4. **Travel delay**

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

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**Exclusions applicable to Section M4**

Section M4 does not cover:

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

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

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

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

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

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

7. **Non passenger air travel**
   any loss or expenses arising from a **person insured** engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft

8. **Other insurances**
   any loss which is insured under any other insurance policy

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

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

11. **Public authority or government regulation**
    any expenses incurred as a result of regulations made by any public authority or government
12. Suicide or self-injury
any loss or expenses arising from a person insured committing or attempting to commit suicide or intentionally inflicting self-injury

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

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

Provision applicable to Section M4

1. Event limit
The cancellation or curtailment limit is £100,000.

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

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

Section M5 – Kidnap

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

Provided that:

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

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

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

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

Exclusions applicable to Section M5
Section M5 does not cover:

1. Claims by parent or guardian
any claim for a child by its parent or guardian

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

a) negligence or incompetence in hostage retrieval operations or negotiations following kidnap

b) negligence in not preventing kidnap

3. Excluded territories
any kidnap which occurs in the following excluded territories:

Algeria, Brazil, Colombia, Ecuador, Georgia, Haiti, India, Indonesia, Iran, Iraq, Israel, Lebanon, Malaysia, Mexico, Nigeria, Pakistan, Peru, Philippines, Russia, Somalia, Sri Lanka, Ivory Coast and Venezuela
4. Fraudulent, dishonest or criminal acts
loss due to any fraudulent, dishonest or criminal act committed or attempted by you or any director, employee or authorised representative of you including any person who has custody of any ransom monies

5. Journey in excess of 30 days
any claim for a person insured while on a journey in excess of 30 days duration

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

7. Prior cancellation or declinature of kidnap insurance
any claim if you or any person insured have had kidnap insurance declined or cancelled.

Section M6 – Political and natural disaster evacuation

Cover

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

a) officials of the country to or in which the person insured is travelling on a journey recommend that certain categories of person including the person insured should leave that country for safety reasons

b) the British Government through its Foreign and Commonwealth Office issues a travel advice for a particular country or region in which the person insured is travelling on a journey recommending that certain categories of person including the person insured should leave that country or region

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

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

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

Provided that:

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

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

Additional cover extension applicable to Section M6 – Political and natural disaster evacuation

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

Provided that:

a) where the person insured holds a valid return ticket to their country of permanent residence or country of secondment or to another place of safety we will only pay you or the person insured for any additional costs to evacuate the person insured

b) where the person insured is entitled to a refund on an unused ticket we will be entitled to deduct the value of the unused portion from the indemnity provided to you or the person insured under this subsection

c) in respect of any necessary air flight we will pay you or the person insured for the cost of an economy flight fare.
Exclusions applicable to Section M6
We will not pay any benefit under this subsection if:

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

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

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

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

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

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

Section M7 – Medical assistance and security services
The cover provided under Section M includes a range of assistance services supported by the Zurich Travel Assistance 24 hour helpline. Please note that these services are supplied by third parties who are contracted to Zurich.

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

   +44 (0)1489 868 888

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

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

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

   When seeking medical or travel assistance please make sure the following information is available:
   a) the person insured’s name
   b) the telephone or facsimile number where a person insured can be contacted
   c) the person insured’s address abroad
   d) the nature of the emergency or the assistance required
   e) the name of the person insured’s company, employer or organisation.
The medical assistance services are:

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

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

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

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

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

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

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

**Emergency cash advance**
Assistance in replacing cash lost or stolen during a journey. The value of any cash advance will be deducted from any subsequent claim under subsection M3. Where a claim is made the value of the cash advanced will be reimbursed by you to us upon completion of the journey.

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

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

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

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

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

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

**B. Security assistance services**
We have partnered with security experts to provide you with a comprehensive range of complementary security services.
In the event that a person insured is travelling on a journey during the operative time and requires security assistance they should contact the emergency helpline:

+44 (0)1489 868 888

or visit www.zurich.co.uk/travelassistance

The security assistance services provided are:

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

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

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

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

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

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

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

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

2. Age limitation
   by a person insured who has attained the age of 85 years unless the bodily injury, loss or expense occurs during the period of insurance in which the person insured attains the age of 85 years

3. Excluded travel to dangerous or unsettled areas
   resulting from a journey to Afghanistan, Iran, Iraq, Somalia, Yemen, Israeli Occupied Territories

4. War risks
   as a result of war within the person insured’s country of permanent residence or country of secondment.

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

Special conditions applicable to Section M

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

2. Interest
   No sum payable under Section M will carry interest.
Section N – Terrorism

This section is only operative if stated in the schedule.

Special definitions

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

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

Cover

Section N1 – Certified terrorism

In the event of:

a) **damage** to property insured under Sections A and G

b) **business interruption** insured under Section B

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

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

Provided that:

i) 1) Her Majesty’s Government or Her Majesty’s Treasury or any successor relevant authority issue a certificate certifying an event or occurrence to have been **terrorism**

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

ii) the **damage** and/or **business interruption** occurs in England, Wales or Scotland but not the territorial seas adjacent to them as defined by the Territorial Sea Act 1987 and not Northern Ireland, the Channel Islands or the Isle of Man

iii) in any action, suit or other proceedings where we allege that any **damage** or **business interruption** is not covered under Section N1 the burden of proving that the **damage** or **business interruption** is covered will fall upon you.

Excluding:

1) any losses whatsoever:

   A) occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

   B) directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from the alteration, modification, distortion, corruption of or damage to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data or any part of them whether tangible or intangible including but without limitation any information or programs or software or any alteration modification distortion erasure, corruption of data processed by any such computer or other equipment or component or system or item whether your property or not where the loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus** or **similar mechanism** or **hacking** or **phishing** or denial of service attack

2) any type of property which has been specifically excluded under Sections A, B or G of this policy

3) any **nuclear installation** or **nuclear reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve the **nuclear installation** or **nuclear reactor**.
Save for the exclusions listed above no other exclusions applicable to Sections A, B or G will apply to the insurance under Section N1. All the other terms, definitions, provisions and conditions of said sections including but not limited to any excess or deductible to be borne by you will apply to the insurance under Section N1 except for:

1) any Long Term Agreement applying to this policy

2) any terms which provide for adjustments of premium based upon declarations on expiry or during the period of insurance

3) any extension of premises to locations outside England and Wales and Scotland.

Section N2 – Uncertified terrorism

In the event that:

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

b) the refusal is upheld by the decision of a validly constituted tribunal

general exclusion 5 of this policy will not apply to Sections A, B or G in respect of the event or occurrence.

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

Provided that:

i) the event or occurrence and the damage to property insured and/or business interruption that result from it occurs in England, Wales or Scotland but not the territorial seas adjacent to them as defined by the Territorial Sea Act 1987 and not Northern Ireland, the Channel Islands or the Isle of Man

ii) other than to the extent they are altered by proviso i) of Section N2 all the terms, definitions, exclusions (except general exclusion 5), provisions and conditions applicable to Sections A, B and G will apply to Section N2.
General exclusions

The following exclusions do not apply to Sections D – Employers’ liability, I – Professional Indemnity, J – Legal expenses, L – Personal accident and M – Business travel. Otherwise they apply to the remainder of this policy except as stated below. Other special exclusions that may be applicable to a section of cover will be set out in the section of cover.

This policy does not cover:

1. **Date related performance and functionality**
   
   Not applicable to Sections C – Money and K – Employee dishonesty
   
   loss or **damage**, consequential loss, additional expenditure or extra expenses, legal liability, fees, costs, disbursements, awards or other expenses of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:
   
   a) the way in which any **data processing system** responds to or deals with or fails to respond to or fails to deal with any true calendar date
   
   b) any **data processing system** responding to or dealing in any way with:
   
      i) any data denoting a calendar date or dates as if the data did not denote a calendar date or dates
   
      ii) any data not denoting a calendar date or dates as if the data denoted a calendar date or dates
   
   whether the **data processing system** is your property or not but in respect of all insurances other than Section E – Public and products liability this will not exclude subsequent **damage** or consequential loss, additional expenditure or extra expenses not otherwise excluded which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any vehicle or by goods falling from them or by any animal if covered by this policy

2. **Electronic risks**
   
   Not applicable to Sections C – Money, E – Public and products liability, F – Goods in transit and K – Employee dishonesty
   
   a) **damage** caused by virus or similar mechanism or hacking or denial of service attack to any **computer** or other equipment, component, system or item which processes, stores, transmits, retrieves or receives data or any part thereof whether tangible or intangible including but without limitation any information, programs or software and whether the property is insured or not
   
   b) **business interruption** directly or indirectly caused by or arising from virus or similar mechanism or hacking or denial of service attack
   
   but this will not exclude subsequent **damage** or **business interruption** insured under this policy which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons provided there is evidence of physical force or violence, theft or attempted theft, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any vehicle or by goods falling from them or by any animal if covered by this policy

3. **Northern Ireland civil commotion**
   
   Not applicable to Sections E – Public and products liability and K – Employee dishonesty
   
   **damage** or **business interruption** in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion
4. Nuclear and war risks, government or public authority order and sonic bangs
Not applicable to Sections L – Personal accident and M – Business travel

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

a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, nuclear reactor or other nuclear assembly or nuclear component thereof

c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes

e) i) war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power

ii) nationalisation, confiscation, requisition, seizure or destruction by any government or public authority

f) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

5. Terrorism
Not applicable to Sections C – Money, E – Public and products liability and F – Goods in transit

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

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

The following conditions apply to the whole policy except Section J – Legal expenses and any other section where stated. Other special conditions that may be applicable to a section of cover will be set out in the section of cover.

1. Alteration
   **Not applicable to Section I – Professional Indemnity**
   You must notify us as soon as possible during the period of insurance if there is any change in circumstances or to the material facts previously disclosed by you to us or stated as material facts by us to you which increases the risk of accident, injury, loss, damage or liability.

   Upon notification of any such change we will be entitled to vary the premium and terms for the rest of the period of insurance. If the changes make the risk unacceptable to us then we are under no obligation to agree to make them and may no longer be able to provide you with cover.

   If you do not notify us of any such change we may exercise one or more of the options described in clauses c) i), ii) and iii) of general condition 7 – Fair presentation of the risk but only with effect from the date of the change in circumstances or material facts.

2. Arbitration
   **Not applicable to Section H – Directors’ & officers’ liability**
   If we admit liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by you and us in accordance with the law at the time.

   You may not take any legal action against us over the dispute prior to the arbitrator having reached a decision.

3. Cancellation
   If you decide you do not want to accept this policy or any subsequent renewal of it please tell us (or your broker or insurance intermediary) within 14 days of receiving this policy or renewal notice. We will charge you on a pro rata basis for the time we have been on cover, subject to a minimum premium of £50 plus insurance premium tax (IPT).

   If this policy is cancelled at any other time we will charge you on a pro rata basis for the time we have been on cover subject to a minimum premium of £50 plus insurance premium tax (IPT).

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

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

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

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

5. Compulsory insurance
   You must repay us any amounts which we are required by compulsory insurance legislation to pay out under this policy to the extent that we would not otherwise have been liable to make such payments on account of a breach of any of the terms or conditions of this policy.

6. Contractual right of renewal (tacit)
   If you pay the premium to us using our Direct Debit instalment scheme we will have the right which we may choose not to exercise to renew this policy each year and continue to collect premiums using this method. We may vary the terms of this policy including the premium at renewal. If you decide that you do not want us to renew this policy provided you tell us or your broker or insurance intermediary prior to the next renewal date we will not renew it.
7. Fair presentation of the risk
   a) At inception and renewal of this policy and also whenever changes are made to it at your request you must:
      i) disclose to us all material facts in a clear and accessible manner; and
      ii) not misrepresent any material facts.
   b) If you do not comply with clause a) of this condition we may:
      i) avoid this policy which means that we will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by you is proven by us to be deliberate or reckless in which case we will not return the premium paid by you; and
      ii) recover from you any amount we have already paid for any claims including costs or expenses we have incurred.
   c) If you do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what we would have done if we had known about the facts which you failed to disclose or misrepresented:
      i) if we would not have provided you with any cover we will have the option to:
         1) avoid the policy which means that we will treat it as if it had never existed and repay the premium paid; and
         2) recover from you any amount we have already paid for any claims including costs or expenses we have incurred.
      ii) if we would have applied different terms to the cover we will have the option to treat this policy as if those different terms apply. We may recover any payments made by us on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied.
      iii) if we would have charged you a higher premium for providing the cover we will charge you the additional premium which you must pay in full.
   d) Where this policy provides cover for any person other than you and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession we will not invoke the remedies which might otherwise have been available to us under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than you.
      Provided always that if the person concerned or you acting on their behalf makes a careless misrepresentation of fact we may invoke the remedies available to us under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

8. Fraudulent claims
   If you or anyone acting on your behalf:
   a) makes a fraudulent or exaggerated claim under this policy; or
   b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
   c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
   d) submits a claim under this policy for loss or damage which you or anyone acting on your behalf or in connivance with you deliberately caused; or
   e) realises after submitting what you reasonably believed was a genuine claim under this policy and then fails to tell us that you have not suffered any loss or damage; or
   f) suppresses information which you know would otherwise enable us to refuse to pay a claim under this policy.

   We will be entitled to refuse to pay the whole of the claim and recover any sums that we have already paid in respect of the claim.

   We may also notify you that we will be treating this policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.
If we terminate this policy under this condition you will have no cover under this policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an insured person and not on behalf of you this condition should be read as if it applies only to that insured person’s claim and references to this policy should be read as if they were references to the cover effected for that person alone and not to the policy as a whole.

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

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

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

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

The following conditions apply to the whole policy except Sections H – Director’s and officers’ liability, I – Professional indemnity and J – Legal expenses.

1. Claims notification excluding Section L – Personal accident and Section M – Business Travel

Upon learning of any circumstances likely to give rise to a claim you must:

a) tell us as soon as reasonably possible and give us any assistance we may reasonably require

b) as soon as is reasonably possible tell the police if the damage is by theft or attempted theft or by riot or civil labour or political disturbances or vandals or malicious people

c) immediately send to us any writ or summons issued against you

d) supply at your own expense full details of the claim in writing including any supporting evidence and information that we require within the following periods:

i) 7 days for damage by riot or civil, labour or political disturbances or vandals or malicious people

ii) 30 days after the expiry of the indemnity period under Section B

iii) 30 days after any other damage, interruption or bodily injury

e) take action to minimise the damage and to avoid interruption or interference with the business and to prevent further injury or damage.

2. Section L – Personal accident and Section M – Business Travel – Claims notification

a) i) give notice to us as soon as reasonably possible by writing to the following address:

Zurich Accident and Health Claims, 3000C Parkway, Whiteley, Fareham, PO15 7JZ
e-mailing A&HClaims@uk.zurich.com or telephoning +44 1489 868901
(fax +44 1489 868802)

ii) make no admission of liability without our prior written consent

iii) provide us or our appointed representatives with:

1) any necessary assistance in a timely manner

2) any information reasonably required

3) any documentation and records necessary to establish and assess indemnity under this policy

iv) prove the loss to our reasonable satisfaction

v) forward immediately to us or our representatives any letter, writ or other document received in respect of any claim made under this policy

vi) assist and concur with any reasonable arrangements for our medical advisers to examine a person insured in respect of which a claim has arisen; and

b) as often as may be reasonably required provide a statutory declaration sworn before a solicitor, justice of the peace or notary public named by us on any matters connected with a claim at a reasonable time and place as we may designate.

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

3. Claim settlement

We will have the right to settle a claim by:

a) the payment of money

b) reinstatement or replacement of the property lost or damaged

c) repair of the property lost or damaged.

If we decide upon reinstatement, replacement or repair we will do so in a reasonable manner but not necessarily to its exact previous condition or appearance. We will not spend on any one item more than its sum insured.

4. Negotiation or settlement

You must not admit, deny, negotiate or settle any claim without our written consent.
5. Other insurance
If at the time of the claim there is any other policy covering the same property or occurrences insured under this policy we will be liable only for our proportionate share. If any other policy has a provision preventing it from contributing in like manner then our share of the claim will be limited to the proportion that the sum insured bears to the value of the property insured.

6. Right of entry
We have the right to enter the buildings where the damage has happened and to take and keep any of the property insured and to deal with salvage in a reasonable manner.

7. Salvage
We have the right to the salvage of any insured property.

8. Section A – Material damage and Section G – Specified and unspecified items ‘all risks’ reinstatement
a) In respect of each item on buildings, contents and Section G – Specified and unspecified items ‘all risks’ we will pay the cost of reinstatement of the damaged part of the property insured.

Provided that:

i) the cost of reinstatement is actually incurred;
   and

ii) the work of reinstatement is done without unreasonable delay; and

iii) if the property insured is also insured under any other policy the same basis of settlement applies under both policies.

Where provisos i), ii) or iii) are not complied with we will pay you the lesser of:

1) the amount of reduction in value of the property insured caused by its damage after deducting for wear and tear occurring before the damage

2) the cost for which repairs could have been completed.

b) In respect of each item of stock we will pay the amount of reduction in value caused by its damage.

The amount we pay will be adjusted for:

i) underinsurance where applicable; and

ii) the excess.

9. Subrogation rights
We are entitled to:

a) take the benefit of your rights against another person prior to or after we have paid a claim

b) take over the defence or settlement of a claim against you by another person.

c) take steps as we deem necessary to prevent mitigate or minimise a loss under section L and M

d) take over and conduct the defence or settlement of claims made against a person insured that is covered under this policy under section L and M

e) pursue any rights or remedies available to you whether or not payment has been made under section L and M
Our complaints procedure

Our commitment to customer service
We value the opportunity to look into any concerns you may have with the service we have provided and we are committed to handling all complaints fairly, consistently and promptly.

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

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

If we cannot resolve your complaint straight away we will aim to resolve your concerns as soon as possible and we will keep you informed of progress while our enquiries are continuing.

The majority of complaints we receive are resolved within four weeks of receipt.

The Financial Ombudsman Service (ombudsman)
If we are unable to resolve your complaint to your satisfaction within eight weeks or if you remain dissatisfied following receipt of our final response letter you may be able to ask the ombudsman to formally review your case. You must contact the ombudsman within six months of our final response.

The ombudsman contact details are as follows:
Financial Ombudsman Service
Exchange Tower
London
E14 9SR

You can telephone for free on:
08000 234 567 for people phoning from a “fixed line” (for example a landline at home)
0300 123 9 123 for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02 or e-mail: complaint.info@financial-ombudsman.org.uk

This is a free and impartial service and you are entitled to contact the ombudsman at any stage of your complaint.

The ombudsman can help with most complaints if you are:
• a consumer
• a business employing fewer than 10 persons that has an annual turnover or balance sheet that does not exceed €2 million
• a charity with an annual turnover of less than £1 million
• a trustee of a trust with a net asset value of less than £1 million.

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

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