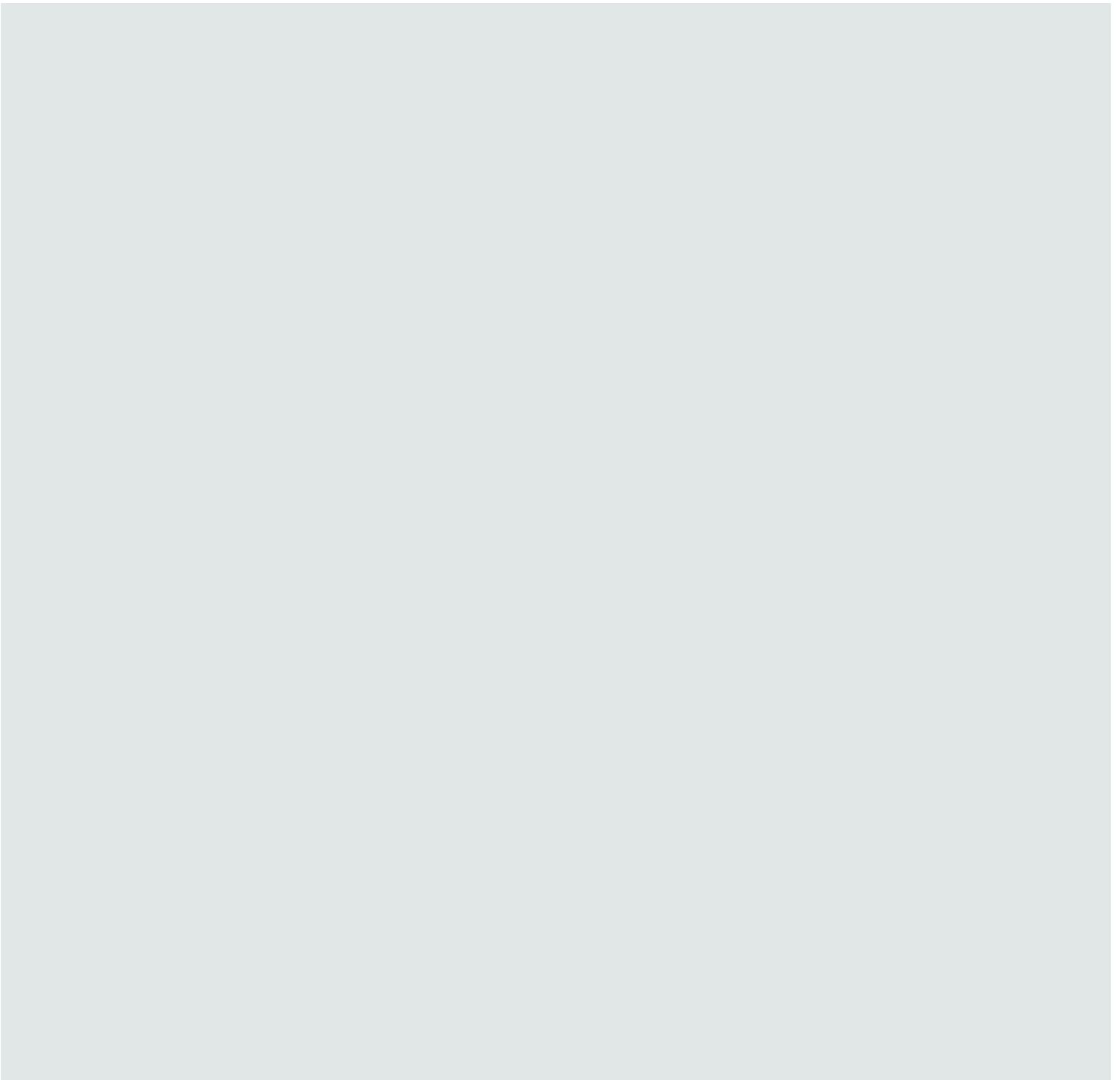


Trades and Professions Policy



Contents

A warm welcome to Zurich.....	3
Your Trades and Professions policy	3
Important information about your policy.....	4
Additional benefits	5
Helpline numbers	6
Definitions	9
Section A – Public and products liability	12
Section A1 – Public liability	12
Section A2 – Products liability.....	13
Section B – Professional indemnity and electrical wiring certification (optional section only available for selected trades)	22
Section B1 – Professional indemnity	23
Section B2 – Electrical wiring certification	25
Section C – Employers’ liability	30
Section D – Specified and unspecified all risks (optional section only available for selected trades)	33
Section E – Contractors all risks (optional section only available for selected trades)	35
Section E1 – Contract works	35
Section E2 – Owned plant.....	38
Section E3 – Hired In plant.....	39
Section F – Personal accident (optional section only available for selected trades).....	42
Section G – Business travel	46
Section G1 – Overseas medical costs	48
Section G2 – Personal property	50
Section G3 – Money	50
Section G4 – Cancellation, curtailment, rearrangement and replacement costs	51
Section G5 – Kidnap	53
Section G6 – Political and natural disaster evacuation	54
Section G7 – Medical assistance and security services	55
Section H – Legal expenses.....	58
Section I – Terrorism.....	70
Section I1 – Certified terrorism.....	71
Section I2 – Uncertified terrorism.....	72
General exclusions	73
General conditions.....	74
Claims conditions.....	77
Our complaints procedure	79

A warm welcome to Zurich

Thank **you** for taking out **your** Trades and Professions insurance 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 Trades and Professions policy

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

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

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

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

Please read this policy, statement of facts, schedule, endorsement 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 databases.

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.

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 helpline 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.

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 0344 893 9022 when you require legal advice

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

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

DAS Legal Advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters DAS will refer **you** to one of their specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

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

Tax advice service

Call 0344 893 9022 when you require tax advice

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

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

Counselling service

Call 0344 893 9025 for confidential counselling

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

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

Health and medical information service

Call 0344 893 9022 for health and medical information

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

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

Business Assistance

Call 0344 893 9022 when you require business assistance

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

Online law guide and document drafting

DAS Employment Manual

Visit www.das.co.uk 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.

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

Bodily injury

Death, bodily injury, illness or disease.

Business

The business stated in the schedule and including:

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

Business partner

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

Contract

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

Contract site

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

Contract works

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

Damage

Physical loss, destruction or damage.

Data processing system

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

De jure or de facto

In law or as a matter of fact.

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
- d) any labour only subcontractor or anyone employed by them
- e) any self-employed person

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

Excess

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

Hacking

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

Loss of eye

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

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

Loss of limb

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

Money

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

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.

Person insured

You, your business partner or any **employee**.

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 F 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.

Personal tools

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

Principal

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

Reinstatement

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

Speculative development

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

Territorial limits

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

Terrorism

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

Total loss of hearing

Total and permanent loss of hearing.

Total loss of speech

Total and permanent loss of speech.

Trained person

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

Underinsurance

- 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.

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

You or your

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

Section A – 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

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

Remediation

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

Section A1 – Public liability

Cover

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

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

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

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

Excluding:

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

Section A2 – Products liability

This section is only operative if stated in the schedule

Cover

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

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

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

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

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

1. Contingent motor liability

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

Excluding:

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

2. Corporate Manslaughter and Corporate Homicide Act 2007

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

Provided that:

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

7. Environmental clean up costs

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

Provided that:

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

Excluding:

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

8. Indemnity to other persons

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

- a) any **employee**
- b) any director or **business partner**
- c) any **employee** acting as a member of **your** first aid or medical arrangements but excluding medical practitioners in respect of liability for damages and legal costs resulting from treatment given
- d) any officer or member of **your** canteen, social, sports or welfare organisations **we** will cover that person at **your** request against that claim and/or any costs, charges and expenses in respect of it.

Provided that:

- i) that person is not entitled to indemnity under any other insurance
- ii) that person will keep to and be subject to the terms and conditions of this policy as though they were **you**
- iii) **we** will not pay under this additional cover extension unless **we** have the sole conduct and control of all claims.

9. Indemnity to principal

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

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

10. Joint liabilities

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

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

11. Libel and slander

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

Provided that:

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

12. Non manual work abroad

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

13. Personal liability

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

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

Provided that:

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

Excluding any liability:

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

14. Private work

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

15. Public liability during visits aboard

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

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

16. Treatment risk

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

Provided that:

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

Excluding any liability:

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

Special exclusions

This section does not cover:

1. Aircraft products

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

2. Asbestos

liability, loss, cost or expense caused by, contributed to by or arising out of any asbestos, 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. Foreign operations

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

5. Hazardous works

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

6. Liquidated or punitive damages or fines

any amount in respect of:

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

7. Motor

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

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

Provided that this will not apply to:

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

8. Pollution or contamination

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

9. Professional advice

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

10. Programming

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

12. Property being worked on

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

13. 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

14. 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

15. 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

16. Treatment

liability arising out of the dispersing of medicines or drugs or treatment other than as described in Additional cover 16 – Treatment risk

17. Vessels and craft

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

Special provisions

1. Discharge of liability

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

2. Limit of indemnity

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

- a) **products**
- b) **pollution or contamination**

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

3. Pollution or contamination

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

Special conditions

1. Underground services condition

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

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

2. Use of heat condition

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

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

Sub-paragraph 3) does not apply to the application of heat by means of blow lamps, blow torches, hot air guns or hot air strippers.

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

Section B – Professional indemnity and electrical wiring certification

This section is only available for selected trades and 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.

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 policy.

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 policy, 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.

Section B1 – Professional indemnity

This section is only operative if stated in the schedule.

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 B1 – 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

f) any statutory or secondary legislation implementing the Council Directive 92/57/EEC or similar legislation enacted elsewhere in the world.

Provided that:

- i) the criminal proceedings arise out of the conduct of the **business**; and
- ii) the circumstances giving rise to such criminal proceedings may otherwise give rise to an indemnity under this policy; and
- iii) in **our** reasonable belief the defence of such criminal 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
- c) 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 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 policy.

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.

Section B2 – Electrical wiring certification

This section is only operative if stated in the schedule.

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 breach of professional duty due to any negligent act, error or omission including liability for claimants' costs and expenses arising out of the certification and inspection of electrical wiring within the **territorial limits**.

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

Provided that:

- a) any **claim** arises from an event that occurs during the period of insurance or within 12 months prior to the inception date of the first period of insurance; and
- b) **you** shall be responsible for 10% of each **claim** subject to a maximum of £1,000
- c) the most we will pay is £10,000 in the aggregate during the period of insurance.

Excluding the costs of replacement of any electrical wiring that should have been identified as requiring replacement by the initial certification and inspection.

Special exclusions

Section B 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 section 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 policy 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 policy

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 policy 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 **any insured**
 - 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 policy 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 policy 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. Non-disclosure

In the event of misrepresentation, misdescription or non-disclosure:

- a) of any material particular at the inception of this policy or from the time of any variation in cover including at renewal we may at our discretion waive our right to avoid this policy but exclude the consequences of any matter which ought to have been disclosed to us
- b) at the time of any variation in cover or at renewal we will waive our right to avoid this policy provided that:
 - i) you are able to establish to our satisfaction that such misrepresentation, misdescription or nondisclosure was innocent and free from any fraudulent conduct or intent to deceive
 - ii) where you should have notified during a preceding period any *circumstance* or *claim* or an entitlement under this policy and the indemnity or cover to which you would have been entitled was in any way more restrictive than that provided on the date of notification we will only be liable to the extent applicable during such preceding period of insurance.

Provided that:

- 1) we will be entitled to adjust the premium and the terms and conditions to those which would have applied had the circumstances of the misrepresentation, misdescription or non-disclosure been disclosed
- 2) for the purposes of this condition renewal will mean a renewal of any immediately preceding professional indemnity insurance policy issued by us under which you were entitled to indemnity.

2. 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.

3. Sole agent

It is agreed that:

- a) if the **insured** comprises more than one party then **you** will act for **yourself** 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 policy 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 C – Employers' liability

This section is only operative if stated in the schedule.

Special definition

Costs and expenses

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

which may be the subject of cover under this policy.

Cover

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

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

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

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

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

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

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

Provided that:

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

5. Indemnity to principal

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

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

6. Private work

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

7. Unsatisfied court judgements

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

Provided that:

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

8. Work overseas

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

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

Excluding liability for **bodily injury**:

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

Special exclusions

This section does not cover:

1. Motor

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

2. Work offshore

liability for **bodily injury** caused:

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

Special provision

1. Limit of indemnity – terrorism

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

Section D – Specified and unspecified items ‘all risks’

This section is only available for selected trades and 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

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. Employees personal effects

damage to employees personal effects other than:

- a) when in transit by road in **your** vehicle to or from the **contract site**
- b) when on or adjacent to the **contract site**

7. Excluded property

damage to motor vehicles, **money**, credit cards, debit cards, jewellery, precious metals or stones or articles made from them

8. Inventory losses

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

9. Maintenance and testing

damage caused by any testing, commissioning, repairing, adjusting, treatment, servicing or maintenance operation

10. Theft from unattended road vehicles

theft of property insured from an unattended road vehicle

11. Tool of trade

damage to personal tools while in use.

Optional extensions

Operative if stated in the schedule.

1. Theft from unattended road vehicle

Special exclusion 10 of this section is amended to read.

Theft of property from an unattended road vehicle is insured provided that:

- 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.

2. Personal tools and personal effects

In the event of **damage** to **personal tools** and **personal effects** occurring:

- a) in transit by road in **your** vehicle to or from the **contract site**
- b) the **contract site**
- c) within the *territorial limit*

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.

The most **we** will pay for any one **employee** is stated in the schedule.

Special provision

1. Underinsurance

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

Section E – Contractors all risks

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

Special definitions

Hired-in plant

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

Owned plant

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

Pollution or contamination

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

Practical completion

Completion of work apart from the prospective purchasers or tenants choice of decorations or final fitments.

Speculative development

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

Section E1 – Contract works

This section is only operative if stated in the schedule.

Cover

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

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

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

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

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

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

Additional cover extensions applicable to Section E1 – Contract works

1. Debris removal costs

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

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

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

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

2. Documents

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

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

3. EU and public authority requirements

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

Provided that:

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

Excluding:

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

4. Expediting expenses

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

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

5. Indemnity to principal

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

6. JCT contract conditions

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

7. Offsite storage

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

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

8. Professional fees

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

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

Excluding fees incurred in the preparation of any claim.

9. Unallocated Materials

We will pay for **damage** to unallocated contract materials and spare parts for plant whilst in vehicles belonging to you during transit (other than by sea or air) in the **territorial limits** to or from the **Contract Site**.

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

Exclusions applicable to Section E1

Section E1 does not cover:

1. Airborne or waterborne risks

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

2. Breakdown during testing

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

3. Completed speculative developments

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

a) after being sold or let; or

b) more than 90 days after *practical completion* of the last property on the **contract site**

whichever is the earlier

4. Consequential loss

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

5. Contracts in excess of limit of liability

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

6. Existing structures

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

7. Inventory losses

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

8. Limited defective condition exclusion

the cost of repairing replacing or rectifying:

a) **contract works** which are in a defective condition due to a defect in design, plan, specification, materials or workmanship of such **contract works** or any part of them

b) **contract works** lost or damaged to enable the repair, replacement or rectification of **contract works** excluded by a) above

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

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

9. Non-ferrous metals

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

a) an authorised **employee** or agent appointed by you is on the **contract site** at the time of the theft

b) such property is contained within a securely locked hut or building

10. Normal upkeep

the cost of normal upkeep or normal making good

11. Nuclear site risks

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

12. Occupation of the works

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

13. Pollution

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

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

14. Relief under contract

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

15. Change in the water table level

damage solely attributable to a change in the water table level

16. Wear and tear

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

Section E2 – Owned plant

This section is only operative if stated in the schedule.

Cover

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

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

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

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

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

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

Additional cover extensions-applicable to Section E2 – Owned plant

1. Plant recovery costs

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

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

Excluding the cost of:

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

Exclusions applicable to Section E2

Section E2 does not cover:

1. Airborne or waterborne craft

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

2. Attachments

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

3. Breakdown

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

4. Inventory losses

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

5. Materials treated

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

6. Motor vehicles

damage to any mechanically propelled vehicle:

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

7. Personal tools

damage to personal tools and personal effects insured separately under this policy

8. Wear and tear

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

Section E3 – Hired in plant

This section is only operative if stated in the schedule.

Cover

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

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

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

We will pay:

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

Additional cover extensions applicable to Section E3 – Hired in plant

1. Continuing hire charges

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

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

Excluding liability for:

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

2. Plant recovery costs

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

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

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

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

Excluding liability for the cost of:

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

Exclusions applicable to Section E3

Section E3 does not cover:

1. Airborne or waterborne craft

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

2. Motor vehicles

damage to any mechanically propelled vehicle:

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

Special conditions applicable to the whole of Section E

1. Damage over a 72 hour period

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

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

2. Multiple lifts

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

3. Overload testing

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

4. Series defects

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

5. Stoppage of work

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

Special provisions applicable to the whole of Section E

1. Temporary repairs

We will not be responsible for temporary repairs carried out without **our** consent (unless such temporary repairs are carried out under Additional cover extension 4 – Expediting expenses of Section E1) or any consequences of such repairs nor for the cost of any alterations additions improvements or overhauls carried out on the occasion of a repair.

2. Partial damage

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

3. Abandoned property

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

Section F – Personal accident

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

Special definitions

Bodily injury

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

Channel Islands

Jersey, Guernsey, Alderney and Sark.

Country of permanent residence

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

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

Country of secondment

The country where a **person insured**:

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

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

Deferment period

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

Director

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

Event

A sudden, unforeseen and identifiable occurrence.

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

Event aggregate limit

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

Hi-jack

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

Journey

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

Kidnap

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

Medical expenses

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

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

Multi-engined aeroplane limit

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

Operative time

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

Other forms of aerial transport limit

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

Temporary total disablement

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

United Kingdom

England, Scotland, Wales and Northern Ireland.

Usual occupation

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

War

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

Cover

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

Provided that:

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

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

Additional cover extensions applicable to Section F – 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** benefit level 1 to 4 As stated in the schedule

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

2. Event aggregate limitation

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

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

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

The maximum payable under this section is as follows:

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

1. Duplicate cover

If a loss is covered under more than one subsection of Sections F and G 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 F will carry interest.

Section G – 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 G4 for loss and expense arising out of any one **event**.

Channel Islands

Jersey, Guernsey, Alderney and Sark.

Child

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

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

Consultants' costs

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

Conveyance

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

Country of permanent residence

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

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

Country of secondment

The country where a **person insured**:

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

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

Director

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

Electronic business equipment

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

Emergency repatriation expenses

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

Employee

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

Event

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

Excluded territories

The countries or parts of countries listed in the schedule.

Journey

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

Kidnap

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

Medical expenses

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

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

Medical practitioner

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

Missed departure

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

Missed international connection

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

Money

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

Operative time

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

Overseas medical expenses

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

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

Personal property

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

Travel expenses

All reasonable costs necessarily incurred for:

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

United Kingdom

England, Scotland, Wales and Northern Ireland.

War

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

Zurich Travel Assistance

The coordinator on **our** behalf of a range of services in respect of medical and security assistance supported by a 24 hour helpline (refer to subsection G7).

Section G1 – 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 G1 – 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 G1

Section G1 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 G2 – 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 G2 – 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 G2

Section G2 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 G3 – Money

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

Additional cover extension applicable to Section G3 – 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 G3

Section G3 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 G4 – 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 G4 – Cancellation, curtailment, rearrangement and replacement costs

1. Missed international connection and missed departure

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

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

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

2. Promotional vouchers and awards

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

3. Replacement costs

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

4. Travel delay

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

Exclusions applicable to Section G4

Section G4 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 G4

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 G5 – 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 G5

Section G5 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 G6 – Political and natural disaster evacuation

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

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

Provided that:

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

Additional cover extension applicable to Section G6 – 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 G6

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 G7 – Medical assistance and security services

The cover provided under Section G 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 G3. 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 G

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

1. Active service

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

2. Age limitation

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

3. Excluded travel to dangerous or unsettled areas

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

4. War risks

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

5. Travel outside the territorial limits

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

Special conditions applicable to section G

1. Duplicate cover

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

2. Interest

No sum payable under Sections G will carry interest.

Section H – 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 **employee**, ex-**employee** or prospective **employee** under employment legislation.

We will not pay any claim relating to:

1. a dispute where the cause of action arises within the first 90 days of the start of this section
2. a dispute with an **employee** under a written or oral warning (formal or informal) within 180 days immediately before the start of this section if the **date of occurrence** was within the first 180 days of the start of this section
3. redundancy or alleged redundancy or unfair selection for redundancy which occurs within the first 180 days of the start of this section
4. damages for personal injury or **damage** to property
5. Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.

A2. Compensation awards

We will pay:

- a) any basic and compensatory award; and/or
- b) an order for compensation following a breach of **your** statutory duties under employment legislation

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

Provided that:

- i) in cases relating to performance and/or conduct **you** have throughout the employment dispute either:
 - 1) followed the ACAS Code of Disciplinary and Grievance Procedures
 - 2) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland
 - 3) sought and followed advice from **our** legal advice service (Telephone 0844 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 0844 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 0844 893 9022)
- iv) the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by **us**.

We will not pay:

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

A3. Employee civil legal defence

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

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

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

A4. Service occupancy

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

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

B. Legal defence

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

B1. Criminal pre-proceedings cover

prior to the issue of legal proceedings when dealing with the Police, Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that the *insured person* has or may have committed a criminal offence

B2. Criminal prosecution defence

following an event which leads to the *insured person* being prosecuted in a court of criminal jurisdiction provided that the criminal investigations or prosecutions arise in direct connection with the **business**

B3. Data protection and Information Commissioner registration

- a) if civil action is taken against the *insured person* for compensation under section 13 of the Data Protection Act 1998. We will also pay any compensation award made against the *insured person* under section 13 of the Data Protection Act 1998
- b) in an appeal against the refusal of the Information Commissioner to register **your** application for registration provided that at the time of the insured incident **you** have registered with the Information Commissioner

B4. Wrongful arrest

if civil action is taken against **you** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the *period of insurance*.

B5. Statutory notice appeals

in an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting the **business**

but excluding:

- a) an appeal against the imposition or terms of any Statutory Notice issued in connection with **your** licence, mandatory registration or British Standard Certificate of Registration
- b) a Statutory Notice issued by an *insured person's* regulatory or governing body.

B6. Jury service and court attendance

We will pay expenses in respect of an *insured person's* absence from work:

- a) to perform jury service
- b) to attend any court or tribunal at the request of the *appointed representative*.

The maximum we will pay is the *insured person's* net salary or wages for the time that they are absent from work less any amount **you**, the court or tribunal have paid them.

We will not pay any claim related to prosecution due to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

Provided that for claims under Legal Defence relating to the Health and Safety at Work etc Act 1974 the **countries covered** will be any place where the Act applies.

C. Statutory licence appeal

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

We will not cover any claim relating to:

- a) assistance with the application process either in relation to an original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration
- b) the ownership, driving or use of a motor vehicle.

D. Contract disputes

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

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

Provided that:

- a) the amount in dispute exceeds £500 including VAT. If the amount in dispute exceeds £5,000 including VAT **you** will be responsible for the first £500 of **costs and expenses** in each and every claim
- b) if the amount in dispute is payable in instalments the instalments due and payable at the time of making the claim exceed £500 including VAT
- c) if the dispute relates to money owed to **you** a claim under this section is made within 90 days of the money becoming due and payable.

We will not cover any claim relating to:

1. a dispute arising from an agreement entered into prior to the start of this section if the **date of occurrence** is within the first 90 days of the cover provided by this section
2.
 - a) the settlement payable under an insurance policy (**we** will cover a dispute if **your** insurer refuses **your** claim but not for a dispute over the amount of the claim)
 - b) the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However **we** will cover a dispute with a professional adviser in connection with these matters
 - c) a loan, mortgage, pension, guarantee or any other financial product and choses in action
 - d) a motor vehicle owned by or hired or leased to **you** other than agreements relating to the sale of motor vehicles where **you** are engaged in the business of selling motor vehicles
3. a dispute with an **employee** or ex-**employee** which arises out of or relates to a contract of employment with **you**
4. a dispute which arises out of:
 - a) the sale or provision of computer hardware, software, systems or services
 - b) the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **your** own specification
5. a dispute arising from a breach or alleged breach of professional duty by an **insured person**
6. the recovery of money and interest due from another party other than disputes where the other party indicates that a defence exists.

E. Debt recovery

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

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

Provided that:

- a) the debt exceeds £500 including VAT
- b) a claim is made within 90 days of the money becoming due and payable
- c) **we** have the right to select the method of enforcement or to forego enforcing judgment if **we** are not satisfied that there are or will be sufficient assets available to satisfy judgment.

We will not cover any claim relating to:

1. any debt arising from an agreement entered into prior to the start of this section if the debt is due within the first 90 days of the cover provided by this section
2.
 - a) the settlement payable under an insurance policy
 - b) the sale, purchase, terms of a lease, licence or tenancy of land or buildings
 - c) a loan, mortgage, pension, guarantee or any other financial product and choses in action
 - d) a motor vehicle owned by or hired or leased to **you** other than agreements relating to the sale of motor vehicles where **you** are engaged in the business of selling motor vehicles
3. a dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services
4. the recovery of money and interest due from another party where the other party indicates that a defence exists
5. any dispute which arises from debts **you** have purchased from a third party.

F. Property protection

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

- a) any event which causes **damage** to such material property
- b) a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land, or some right over or in connection with it)
- c) a trespass

provided that **you** have established the legal ownership or right to the land that is the subject of the dispute.

We will not cover any claim relating to:

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

G. Personal injury

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

We will not cover any claim relating to:

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

H. Tax protection

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

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

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

We will not cover any insured incident:

1. arising from tax avoidance schemes
2. caused by **your** failure to register for Value Added Tax or Pay As You Earn
3. arising from investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office
4. arising from import or excise duties and import VAT
5. arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

Special exclusions

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

1. Arbitration

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

2. Assessing and recovering costs

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

3. Cancelling an appointed representative's appointment

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

4. Cancelling this section

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

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

5. Claims under this section by a third party

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

6. Expert opinion

We may require **you** to obtain at **your** own expense an opinion from an expert that **we** consider appropriate on the merits of the claim or proceedings or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this **we** will pay the cost of obtaining the opinion if the expert's opinion indicates that it is more likely than not that **you** will:

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

7. Fraudulent claims

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

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

8. Keeping to the policy terms

An *insured person* must:

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

9. Law that applies

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

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

10. Offers to settle a claim

- a) An *insured person* must tell us if anyone offers to settle a claim and must not negotiate or agree to any settlement without our written consent.
- b) If an *insured person* does not accept a reasonable offer to settle a claim we may refuse to pay further *costs and expenses*.
- c) We may decide to pay an *insured person* the reasonable value of the claim that the *insured person* is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an *insured person* must allow us to take over and pursue or settle a claim in their name. An *insured person* must allow us to pursue at our own expense and for their benefit any claim for compensation against any other person and an *insured person* must give us all the information and help we need to do so.
- d) Where a settlement is made on a without-costs basis we will decide what proportion of that settlement will be regarded as *costs and expenses* and payable to us.

11. Other insurances

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

12. Your representation

- a) On receiving a claim if representation is necessary we will appoint a *preferred law firm or tax consultancy* or in-house lawyer as *your appointed representative* to deal with your claim. They will try to settle your claim by negotiation without having to go to court.
- b) If the appointed *preferred law firm or tax consultancy* or our in-house lawyer cannot negotiate settlement of your claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest then you may choose a law firm or tax expert to act as the *appointed representative*. We will choose the *appointed representative* to represent you in any proceedings where we are liable to pay a compensation award.
- c) If you choose a law firm as *your appointed representative* that is not a *preferred law firm or tax consultancy* we will give your choice of law firm the opportunity to act on the same terms as a *preferred law firm or tax consultancy*. However if they refuse to act on this basis the most we will pay is the amount we would have paid if they had agreed to the *DAS standard terms of appointment*.
- d) The *appointed representative* must co-operate with us at all times and must keep us up to date with the progress of the claim.

13. Your responsibilities

An *insured person* must:

- a) co-operate fully with us and the *appointed representative*
- b) give the *appointed representative* any instructions that we ask you to.

14. Withdrawing cover

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

Data protection

To 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.

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

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

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 I – 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 I1 – Certified terrorism

In the event of:

a) **damage** to property insured under sections D and E

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** 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** is not covered under Section I1 the burden of proving that the **damage** 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 D or E 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 D or E will apply to the insurance under Section I1. 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 I1 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 I2 – Uncertified terrorism

In the event that:

- a) Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority refuse to issue 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 D or E 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 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 I2 all the terms, definitions, exclusions (except general exclusion 5), provisions and conditions applicable to Sections D and E will apply to Section I2.

General exclusions

The following exclusions do not apply to Sections B – Professional Indemnity, C – Employers’ liability, F – Personal accident, G – Business travel and H – Legal expenses. Otherwise they apply to the remainder of this policy except as stated below. Other special exclusions that may be applicable to a section of cover will be set out in the section of cover.

This policy does not cover:

1. Date related performance and functionality

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

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

whether the **data processing system** is your property or not but in respect of all insurances other than Public and Products liability or Contractors’ Joint Indemnity this will not exclude subsequent **damage** or consequential loss, additional expenditure or extra expenses not otherwise excluded which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any vehicle or by goods falling from them or by any animal if covered by this policy

2. Electronic risks

Not applicable to Sections A – Public and products liability

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

but this will not exclude subsequent **damage** insured under this policy which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons provided there is evidence of physical force or violence, theft or attempted theft, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any vehicle or by goods falling from them or by any animal if covered by this policy.

3. Northern Ireland civil commotion

Not applicable to Section A – Public and products liability

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

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

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

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

5. Terrorism

Not applicable to Sections, A – Public and products liability

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

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

General conditions

The following conditions apply to the whole policy except Section H – 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 B – 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

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 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** subject to the Consumer Credit Act 1974 if it applies.

4. Cancellation notice

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

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

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

5. Compulsory insurance

You must repay **us** any amounts which **we** are required by compulsory insurance legislation to pay out under this policy to the extent that **we** would not otherwise have been liable to make such payments on account of a breach of any of the terms or conditions of this policy.

6. Contractual right of renewal (tacit)

If **you** pay the premium to **us** using **our** Direct Debit instalment scheme **we** will have the right which **we** may choose not to exercise to renew this policy each year and continue to collect premiums using this method. **We** may vary the terms of this policy including the premium at renewal. If **you** decide that **you** do not want **us** to renew this policy provided **you** tell **us** or **your** broker or insurance intermediary prior to the next renewal date **we** will not renew it.

7. Fair presentation of the risk

- a) At inception and renewal of this policy and also whenever changes are made to it at **your** request **you** must:
- i) disclose to **us** all material facts in a clear and accessible manner; and
 - ii) not misrepresent any material facts.
- b) If **you** do not comply with clause a) of this condition **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. Housing Grants, Construction and Regeneration Act 1996

If a dispute under a construction contract defined in the Housing Grants, Construction and Regeneration Act 1995 is being referred to adjudication under the procedures of the Act and may involve **us** in a payment under this policy, then **you** must:

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

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

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

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

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

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

10. Legal representatives

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

11. Payment by instalments

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

12. Reasonable care

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

13. Sanctions

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

Claims conditions

The following conditions apply to the whole policy except Section B – Professional indemnity and Section H – Legal expenses.

1. Claim notification excluding Section F – Personal accident and Section G – 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 J
 - iii) 30 days after any other **damage**, interruption or **bodily injury**
- e) take action to minimise the **damage** and to avoid interruption or interference with the **business** and to prevent further injury or **damage**.

2. Section F – Personal accident and Section G – 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,
3000 Parkway, Whiteley, Fareham, PO15 7JZ,
e-mailing A&HClaims@uk.zurich.com
or telephoning +44 1489 868901
(fax +44 1489 868802)
- ii) make no admission of liability without **our** prior written consent
- iii) provide **us** or **our** appointed representatives with:
 - 1) any necessary assistance in a timely manner
 - 2) any information reasonably required

- 3) any documentation and records necessary to establish and assess indemnity under this policy

- iv) prove the loss to **our** reasonable satisfaction
 - v) forward immediately to **us** or **our** representatives any letter, writ or other document received in respect of any claim made under this policy
 - vi) assist and concur with any reasonable arrangements for **our** medical advisers to examine 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 D – Specified and unspecified items 'all risks' reinstatement

In respect of each item on Section D – 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.

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 sections F and G
- d) take over and conduct the defence or settlement of claims made against a **person insured** that is covered under this policy under sections F and G
- e) pursue any rights or remedies available to **you** whether or not payment has been made under sections F and G.

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.



CommunityMark
developed by Business in the Community

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