

# Shop – Retailers, Salons, Pubs and Restaurants Policy



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# Data protection statement

## Who controls your personal information

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

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

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

## What personal information we collect about you

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

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

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

## How we use your personal information

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

Examples of the purposes for which we will collect and use your personal information are:

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

We will use your health information and information about any convictions for the purposes of providing insurance, and this includes arranging, underwriting, advising on or administering an insurance contract between you and us.

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

## **Who we share your personal information with**

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

- associated companies including reinsurers, suppliers and service providers
- brokers, introducers and professional advisers
- survey and research organisations
- credit reference agencies
- healthcare professionals, social and welfare organisations
- other insurance companies
- comparison websites and similar companies that offer ways to research and apply for financial services products
- fraud prevention and detection agencies.

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

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

We may also share the following data with the types of organisations outlined above, for the purpose of statistical analysis, research and improving services:

- anonymised data – data encrypted to make it anonymous, which protects an individual's privacy by removing personally identifiable information
- pseudonymised data – personally identifiable information replaced with a pseudonym to make the data less identifiable, such as replacing a name with a unique number
- aggregated data – similar groups of data, such as age, profession or income which are expressed as a summary for statistical analysis.

## **How we use your personal information for websites and email communications**

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

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

## **How we transfer your personal information to other countries**

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

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

### **How long we keep your personal information for**

We will keep and process your personal information for as long as necessary to meet the purposes for which it was originally collected.

There are a number of factors influencing how long we will keep your personal information, and these are shown below:

- to comply with applicable laws and regulations or set out in codes issued by regulatory authorities or professional bodies
- our business processes, associated with the type of product or service that we have provided to you
- the type of data that we hold about you
- if your data relates to any ongoing, pending, threatened, imminent or likely dispute, litigation or investigation
- to enable us to respond to any questions, complaints, claims or potential claims
- if you or a regulatory authority require us to keep your data for a legitimate purpose.

### **Your data protection rights**

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

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

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

You can exercise your rights by contacting our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN or by emailing the Data Protection Officer at [GBZ.General.Data.Protection@uk.zurich.com](mailto:GBZ.General.Data.Protection@uk.zurich.com).

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

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

# Important notes

## **Fraud prevention and detection**

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

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

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

## **Claims history**

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

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

This helps to check information provided and prevent fraudulent claims.

## **Employers' Liability Tracing Office (ELTO)**

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

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

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

# Our complaints procedure

## **Our commitment to customer service**

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

## **Who to contact in the first instance**

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

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

## **Many complaints can be resolved within a few days of receipt**

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

## **Next steps if you are still unhappy**

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

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

More information about the ombudsman and the type of complaints they can review is available via their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

You can also contact them as follows:

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

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

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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

## **The Financial Services Compensation Scheme (FSCS)**

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

# Claims contact details and additional benefits

## Making a Claim

Not applicable to Sections J – Legal expenses and L – Personal accident. For claims under those sections please refer to that section of cover for contact details.

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



To make a claim online visit: [www.zurich.co.uk/business/claims](http://www.zurich.co.uk/business/claims)



Call us on: **0800 302 9055**

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

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

## What to expect

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

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

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

Please refer to the applicable claims conditions for further information.

## Zurich Virtual Consulting

Visit [www.zurich.co.uk/virtualconsulting](http://www.zurich.co.uk/virtualconsulting). Simply enter **your** policy number and effective date in the log-in page.

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

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

## Zurich's Risk Management Advice Line

### Call 0800 302 9052

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

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

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

## Cyber Protect Helpline

### Call 0800 999 5299

This helpline will provide **you** with access to expert digital forensic advice should **you** believe that **you** have been the victim of one of the following:

- a) data loss following accidental/malicious deletion or equipment failure
- b) theft of electronically held intellectual property to include company, customer or general databases, plans, specifications, drawings or any other confidential company data
- c) breach of the Computer Misuse Act 1990 to include internal or external **hacking**
- d) **employee** misuse to include a breach of **your** contract of employment or company IT policy. This would include internet or email abuse, inappropriate use or time wasting
- e) cyber crime to include theft or fraud or criminal misappropriation
- f) misuse of company mobile IT equipment to include laptops, mobile phones, PDAs, plug-in devices and the like.

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

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

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

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

## DAS Helplines, Employment Manual and DASbusinesslaw

**You** can contact **our** UK-based call centre 24 hours a day, seven days a week during the **period of insurance**. However, **we** may need to arrange to call **you** back depending on the enquiry. To help **us** check and improve **our** service standards, **we** may record all calls. When phoning, please quote **your** policy number and the name of the insurance provider who sold the policy.

## Meaning of words

The following words have these meanings wherever they appear in this section in **bold**:

### Appointed representative

The **preferred law firm**, law firm, tax consultancy, accountant or other suitably qualified person **we** appoint to act on the **insured person's** behalf.

### Business

The business declared to **us** and covered by the commercial policy to which this section attaches.

### 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. Where a law firm is acting on **your** behalf the amount **we** will pay is currently £100 per hour. This amount may vary from time to time.

### Insured person

- a) **You** and the directors, partners, managers, employees and any other individuals declared to **us** by **you**.
- b) A person contracted to work for **you** who works for **you** on the same basis as **your** employees, and performs that work under **your** supervision and direction.

### Period of insurance

The period for which **we** have agreed to cover the insured person and for which **we** have accepted the premium.

### Preferred law firm

A law firm, barrister 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**.

## **We, us, our, DAS**

- a) In respect of the legal advice helpline: DAS Law Limited and/or a **preferred law firm** on behalf of DAS Legal Expenses Insurance Company Limited.
- b) In respect of the other services: DAS Legal Expenses Insurance Company Limited.

## **You, your**

The **business** that has taken out the commercial policy to which this section attaches.

### **Legal advice – Call 0344 893 0859**

Advice can be provided on any commercial legal problem affecting **your business** under the laws of the United Kingdom of Great Britain and Northern Ireland, 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 adviser. However, if this is not possible they will arrange to call **you** back at a time to suit **you**.

Advice on the laws of England and Wales can be provided 24 hours a day, 365 days a year. Beyond this jurisdiction, or for very specialist legal matters, **we** will refer **you** to one of **our** specialist advisers.

Specialist advice is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are received outside of these times, **we** will arrange to call **you** back.

### **Tax advice – Call 0344 893 0859**

Advice can be provided on any tax matters affecting the **business**, under UK law.

This service is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, **we** will arrange to call **you** back.

### **Counselling service – Call 0344 893 9012**

**We** will provide the **insured person** (and any members of their immediate family who permanently live with them) with a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by **us** or Zurich Insurance plc.

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

### **Employment Manual – Visit [www.dasinsurance.co.uk/employment-manual](http://www.dasinsurance.co.uk/employment-manual)**

The DAS Employment Manual offers comprehensive, up-to-date guidance on employment law. To view it, please visit [www.dasinsurance.co.uk/employment-manual](http://www.dasinsurance.co.uk/employment-manual)

If **you'd** like notifications of when updates are made to the Employment Manual, please email **us** at [employmentmanual@das.co.uk](mailto:employmentmanual@das.co.uk)

### **DASbusinesslaw – Visit [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk)**

Visit [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) to access the free online law guide and download legal documents to help **your business**.

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

Register using the voucher code **DAS472301** to gain access to a range of free documents.

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.

## **Data protection**

To comply with data protection regulations **we** are committed to processing personal information fairly and transparently. Please refer to [www.das.co.uk/legal/privacy-statement](http://www.das.co.uk/legal/privacy-statement) for DAS' privacy notice and details of **your** rights.

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

# Your Shop policy

This policy is a contract between **you** and Zurich Insurance plc in respect of the entire policy except Section J which is a contract between **you** and DAS.

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

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

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

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

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

## **Law applicable to this contract (not applicable to Section J – Legal expenses)**

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

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

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

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

# Definitions

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

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

## **Act of fraud or dishonesty**

Any single, continuous or repeated act of fraud or dishonesty.

## **Adjacent premises**

Those areas immediately adjacent to the **buildings** of the **premises** for which you have a valid Pavement Permission under section 115 E of the Highways Act 1980.

## **Bodily injury**

Death, bodily injury, illness or disease including medically recognised psychiatric illness.

## **Breakdown**

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

## **Buildings**

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

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

Excluding landlords' contents.

## **Business**

The business stated in the schedule and including:

- a) maintenance of property and premises owned or occupied by **you**
- b) the provision and management of canteen, social, sports and welfare organisations for the benefit of **employees**
- c) first aid, security, fire and ambulance service
- d) private work carried out by an **employee** for any director or senior executive of the **business**
- e) **your** attendance at or participation in exhibitions, trade fairs and conferences
- f) provision of charitable activities advised to us and agreed by us in writing.

## **Business interruption**

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

## **Business partner**

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

## **Computers**

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

## Contents

Trade fixtures and fittings, machinery, **equipment** and any other contents including:

- a) the shop front and if fixed to the **buildings**, any external signs, fittings and blinds
- b) any telephone installation, gas or electricity meter
- c) documents, transparencies, manuscripts and business books but only for their value as stationery plus the cost of clerical labour necessary to reproduce them
- d) computer and electronic equipment systems records but only for the cost of the materials and the clerical labour and computer time necessary to reproduce them up to £10,000
- e) tenants improvements and decorations

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

Excluding:

- i) **stock**
- ii) glass in the shop front
- iii) landlord's fixtures and fittings
- iv) vehicles licensed for road use and their accessories
- v) livestock
- vi) deeds, bonds, bills of exchange, promissory notes, securities, medals, coins or stamps forming part of a collection
- vii) explosives
- viii) **money**
- ix) property more specifically insured
- x) jewellery
- xi) contents in the open.

## Damage or Damaged

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 under a contract of service or apprenticeship with **you** which will be deemed to include:

- a) self-employed persons
- b) persons under work experience schemes
- c) any person hired or borrowed by **you** from another employer
- d) working partners or proprietors
- e) any officer or member of the organisations who constitute the **business**
- f) non-executive directors
- g) employees whilst engaged in industry Trade Association committees duties

whilst under **your** control and supervision and working for **you** in connection with the **business**.

## Equipment

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

## Excess

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

## Ground heave

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

## Hacking

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

## Landslip

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

## Loss of eye

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 such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for:

- a) the production or use of atomic energy
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
- c) the storage, processing or disposal of nuclear fuel or bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

### **Nuclear reactor**

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

### **Permanent total disablement**

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

### **Personal effects**

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

### **Person insured**

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

### **Premises**

The premises stated in the schedule.

### **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.

### **Stock**

- a) Stock and materials in trade and goods in trust contained in the **buildings** of the **premises** and owned by **you** or for which **you** are responsible excluding stock in the open other than as covered under Material Damage extension - Outside catering
- b) wines and spirits up to the limit stated in the schedule
- c) cigarettes, cigars and tobacco up to the limit stated in the schedule.

### **Subsidence**

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

### **Territorial limits**

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

### **Terrorism**

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

### **Total loss of hearing**

Total and permanent loss of hearing.

### **Total loss of speech**

Total and permanent loss of speech.

### **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.

### **Unoccupied**

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

### **Virus or similar mechanism**

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

### **We, us or our**

- a) In respect of the whole policy except Section J – Legal Expenses: Zurich Insurance plc.  
b) In respect of Section J: DAS Legal Expenses Insurance Company Limited.

### **You or your**

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

# Section A – Material damage

## Cover

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

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

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

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

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

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

## Insured events applicable to Section A – Material damage

### 1. Fire

Fire, lightning, explosion or earthquake.

### 2. Theft

Theft or attempted theft involving:

- a) forcible and violent entry to or exit from a **building** at the **premises**
- b) **bodily injury** or threat of **bodily injury** against **you** or **your employees**.

Excluding:

- i) theft or attempted theft of the fabric of the **buildings**
- ii) **contents** and **stock** in excess of £1,000 contained in outbuildings
- iii) theft or attempted theft caused or contributed to by any of **your employees**
- iv) **damage** to cash registers unless the drawer has been left open and all **money** removed whenever the **premises** is closed for **business** or unattended
- v) **damage** or **business interruption** unless all existing devices for securing the **buildings** of the **premises** are put into full and effective operation whenever the **premises** is closed for **business** or unattended.

### 3. Riot or civil commotion or malicious people

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

Excluding **damage** or **business interruption**:

- a) caused by theft or attempted theft
- b) arising from confiscation, requisition or destruction by order of government or any public authority
- c) resulting from stoppage of work.

### 4. Storm or flood

Storm or flood.

Excluding **damage** or **business interruption**:

- a) caused by frost, **subsidence**, **ground heave** or **landslip**
- b) in respect of gates and fences
- c) due solely to a change in the water table level
- d) in respect of **stock** contained in the basement of the **buildings** unless placed on racks or stillages at least 15 centimetres above the floor.

## 5. Escape of water

Escape of water from any fixed water apparatus.

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

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

## 6. Impact

Impact by:

- a) aircraft or other aerial devices
  - b) any vehicle
- or articles falling from them
- c) animals.

## 7. Aerials

Falling aerials, aerial fittings or masts.

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

## 8. Leakage of fuel, beer or beverages

Leakage of:

- a) fuel oil used solely for the heating of the **buildings**
- b) beer or beverages from storage containers, fixed tanks, pipes or apparatus.

## 9. Subsidence

Subsidence, ground heave or landslip.

Excluding:

- a) **damage** or **business interruption**:
  - i) caused by or arising from the settlement or movement of made up ground or by coastal or riverbank erosion
  - ii) occurring while the **buildings** or any part of the **buildings** are in the course of erection, demolition, structural alteration or structural repair
  - iii) caused by or arising from normal settlement or bedding down of structures within 2 years of completion or during the contract maintenance period whichever is the longer
- b) i) **damage** which originated prior to the inception of this Insured event
- ii) **business interruption** resulting from **damage** which originated prior to the inception of this Insured event
- c) i) **damage** to yards, forecourts, car parks, roads, pavements, posts, patios, terraces, walls, gates, fences, garden landscaping and paving
- ii) **business interruption** resulting from **damage** to yards, car parks, roads, pavements, forecourts, posts, patios, terraces, walls, gates, fences, garden landscaping and paving

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

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

## 10. Material damage 'All risks'

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

**Damage** by any cause.

Excluding:

a) **damage** or **business interruption**:

- i) caused by or resulting from any of Insured events 1 to 9
- ii) excluded under Insured events 1 to 9

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

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

c) **damage** or **business interruption** caused by or happening through:

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

this will not exclude such **damage** or **business interruption** if it results from a cause which is not otherwise excluded

d) i) **damage** to **buildings** caused by its own collapse or cracking

ii) **business interruption** resulting from collapse or cracking of a building

this will not exclude such **damage** or **business interruption** if it results from a cause which is not otherwise excluded

e) **damage** or **business interruption** caused by or consisting of:

- i) disappearance, unexplained or inventory shortage, misfiling or misplacing of information
- ii) cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes or pipes, nipple leakages and/or the failure of welds or boilers

this will not exclude:

- i) **damage** or **business interruption** if it results from a cause which is not otherwise excluded
- ii) subsequent **damage** or **business interruption** if it results from another cause which happens afterwards and is not otherwise excluded

f) **damage** or **business interruption** caused by or resulting from:

- i) any process of cleaning, repairing, restoring, cutting, preparation or fitting
- ii) theft or attempted theft
- iii) acts of fraud or dishonesty
- iv) felling or lopping trees

g) **damage** to:

- i) property in transit other than as covered under Additional cover extension applicable to contents and stock 8 – Property temporarily removed
- ii) property or structures in course of construction or erection and materials or supplies in respect of that property
- iii) gates or fences or moveable property in the open caused by wind, rain, hail, sleet, snow, flood or dust
- iv) gaming machines and the baize playing surface of playing tables when in use

h) accidental breakage or cracking of fixed glass or sanitaryware

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

## Special exclusion applying to the Insured events

### 1. Pollution or contamination

Insured events 1 to 10 exclude **damage** or **business interruption** caused by or resulting from pollution or contamination unless:

- a) pollution or contamination is caused by an Insured event 1 to 6; or
- b) Insured events 1 to 9 and if stated in the schedule 10 operate as a direct result of pollution or contamination.

## Material damage additional cover extensions

### Applicable to buildings, contents and stock

#### 1. Additional costs

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

#### 2. Automatic reinstatement of the sum insured

The sum insured by each item will not be reduced by the amount of any claim unless **we** or **you** confirm to the contrary within 21 days of the claim being notified to **us** and provided that:

- a) **you** pay an additional premium if required by **us** to reinstate the sum insured for the period from the date of the loss to expiry of the period of insurance; and
- b) **you** take immediate steps to carry out any amendments in the protections of the property insured that **we** acting reasonably may require.

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

#### 3. Capital additions

This section includes:

- a) any newly acquired **buildings** or **contents** in the **territorial limits** not otherwise insured
  - b) alterations, additions and improvements to **buildings** or **contents**
- but not for any increase in value during the current period of insurance at any of the premises insured under this policy.

Provided that:

- i) the most **we** will pay at any one situation is 10% of the sum insured for **buildings** and **contents** up to a maximum of £500,000
- ii) **you** tell **us** as soon as reasonably possible of any extension of cover detailed above and arrange insurance cover from the date that our liability commenced.

#### 4. Fire extinguishing appliances

We will pay the reasonable costs incurred by you in:

- a) refilling fire extinguishing appliances
  - b) recharging gas flooding systems
  - c) replacing used sprinkler heads
  - d) refilling sprinkler tanks where water costs are metered
  - e) resetting fire and intruder alarms
- all following insured **damage**.

#### 5. Glass

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

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

We will also pay up to £500 for:

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

Provided that:

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

Excluding:

- 1) silvering, lettering, bending or ornamenting any glass in excess of £1,000 any one loss
- 2) breakage of cracked or scratched glass
- 3) **damage** resulting from repairs or alterations to the **premises**
- 4) **damage** to glass that is more specifically insured elsewhere.

#### 6. Inflation protection – day 1

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

- a) At the start of each period of insurance you will notify us of the **declared value** of the property insured by each of the applicable items. If you do not declare this we will take the last amount declared by you as the **declared value** for the following period of insurance.
- b) Our liability for the repair or restoration of property partly **damaged** will not exceed the amount which would have been payable had that property been totally destroyed.
- c) Where because of provisos a) i), ii) or iii) of Claims condition 7 claims are payable under paragraphs a) 1) or 2) of Claims condition 7 the sum insured under each item will be the **declared value** uplifted by the percentage stated in the schedule at the time of the **damage**.

#### 7. Inflation protection – index linking

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

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

## 8. Landscaped gardens

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

The most we will pay for any one occurrence is £10,000.

Excluding:

- a) the cost of movement of soil with the exception of soil necessary for surface preparation
- b) the failure of trees, shrubs or turf to become established following planting or replanting
- c) the failure of seed to germinate.

## 9. Metered supplies

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

The most we will pay for any one occurrence is £10,000.

## 10. Other interests

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

## 11. Sanitaryware

We will pay for accidental breakage of fixed sanitaryware at the premises for which you are legally responsible.

Excluding damage resulting from repairs or alterations to the premises.

## 12. Trace and access

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

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

The most we will pay for any one occurrence is £25,000.

## 13. Unauthorised use of electricity, gas, oil or water

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

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

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

## 14. Underground cables

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

## Applicable to buildings

### 1. Loss of rental income

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

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

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

### 2. Selling your buildings

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

## Applicable to contents and stock

### 1. Customers' effects

We will pay for **damage** by Insured events 1 to 9 and if stated in the schedule 10 to clothing and personal effects of **your** customers.

The most **we** will pay for any one occurrence is £1,000.

Excluding jewellery and furs.

### 2. Debris removal costs

We will pay for costs and expenses incurred in removing debris of the **contents and stock** at the **premises** and the area immediately adjacent following **damage** by insured events 1 to 9 and if stated in the schedule 10.

Excluding costs or expenses arising from pollution or contamination of property not insured by this policy.

### 3. Equipment breakdown

We will pay:

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

Provided that **you** backup data records at least once every seven days and either:

- i) store records at the **premises** in a fire resisting data cabinet of at least two hours fire resistance; or
- ii) store records elsewhere than at the **premises**; and
- iii) store all computer media in accordance with the manufacturer's recommendations.

The most **we** will pay for any one occurrence is £25,000.

Excluding:

- 1) **damage** caused by or happening through
  - A) **damage** to **equipment** which any manufacturer, supplier, agent or maintenance undertaking is responsible for under the terms of a guarantee or maintenance agreement, rental, hire or lease agreement
  - B) **damage** to any device for safety or protection when it operates for that purpose or to bulbs, heating elements, photo-electric cells, transistors, batteries, LCD or plasma displays, cathode ray tubes and similar apparatus
  - C) non-compliance by **you** with the maintenance requirements specified by the **equipment** manufacturer or supplier
- 2) the value to **you** of data stored on **equipment** or computer media.

#### 4. Exhibition cover

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

The most we will pay for any one exhibition is £10,000.

Excluding **your** personal belongings or those of **your** directors, **employees** or visitors.

#### 5. Outside catering

The insurance in respect of **contents** and **stock** includes **damage** caused by Insured events 1 to 9 and if stated in the schedule 10 occurring at locations where **you** are providing outside catering within the **territorial limits** or the Republic of Ireland.

The most we will pay in respect of all losses occurring at any one location is £5,000.

Excluding damage caused by storm or flood to **contents** and **stock** in the open or contained in a marquee or tent.

#### 6. Personal effects

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

The most we will pay for any one occurrence is £1,000.

Excluding jewellery and furs.

#### 7. Property in the open

We will pay for **damage** to furniture, trade fixtures and fittings and utensils in the open at the **premises** or **adjacent premises** by Insured events 1 to 9 and if stated in the schedule 10.

The most we will pay for any one occurrence is £5,000.

Excluding **damage** caused by storm or flood while in the open.

#### 8. Property temporarily removed

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

The most we will pay for any one occurrence is 20% of the contents sum insured.

Excluding:

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

#### 9. Seasonal increase

The sums insured in respect of **stock** will be automatically increased each year by 30% during November, December and the 30 days prior to Easter.

#### 10. Theft damage to buildings

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

Provided that:

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

## 11. Theft of keys

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

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

The most we will pay for any one occurrence is £2,500.

Excluding loss of keys to any safe where the keys have been left in the **buildings** overnight.

## Special conditions applicable to buildings, contents and stock

### 1. Unoccupied premises notification

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

### 2. Unoccupied buildings requirements and cover restrictions

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

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

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

# Section B – Business interruption and book debts

This section is only operative if stated in the schedule.

## Special definitions

### **Incident**

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

### **Income**

The money paid or payable to **you** in relation to the **business** at the **premises** for goods sold, supplied or delivered and services provided less the purchase cost to **you** of the goods, discounts allowed and bad debts.

### **Indemnity period**

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

### **Maximum indemnity period**

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

### **Notifiable diseases**

Illness sustained by any person resulting from:

- a) food or drink poisoning
- b) one of the following specified human infectious or human contagious diseases:

Acute encephalitis	Malaria	Scarlet fever
Acute poliomyelitis	Measles	Smallpox
Bubonic Plague	Meningitis	Tetanus
Cholera	Meningococcal infection	Tuberculosis
Diphtheria	Mumps	Typhoid fever
Dysentery	Ophthalmia neonatorum	Typhus fever
Legionellosis	Paratyphoid fever	Viral hepatitis
Legionnaires Disease	Rabies	Viral haemorrhagic
Leprosy	Relapsing fever	Whooping cough
Leptospirosis	Rubella	Yellow fever

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

### **Outstanding debit balances**

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

### **Professional accountant's charges**

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

### **Cover**

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

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

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

## Sub-section B1 – Loss of income

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

Provided that:

- a) the *incident* is caused by an operative Insured event
- b) at the time the *incident* occurs there is insurance in force covering your interest in the property at the **premises** against the **damage** and that payment under the insurance:
  - i) has been made or liability has been admitted for it
  - ii) would have been made or liability admitted for it if not for a provision excluding losses below a certain amount.

We will pay you:

- 1) the shortfall in actual *income* during the *indemnity period* compared to the *income* we assess you would have earned at the **premises** during the *indemnity period* had the *incident* not occurred
- 2) reasonable additional costs incurred with our consent solely to minimise the loss of *income* but not exceeding the amount of loss of *income* that is avoided as a result of this expenditure
- 3) *professional accountant's charges*.

For the purposes of 1) above:

- A) our assessment of the *income* you would have earned but for the *incident* will be the actual *income* earned at the **premises** during the 12 months immediately before the *incident* that corresponds with the *indemnity period* and adjusted for the trends of your **business** and any other factors either before or after the *incident* that would have affected the **business** results
- B) the actual *income* earned at the **premises** during the *indemnity period* will include *income* earned either by you or by others acting on your behalf at other locations
- C) we will take account of any charges or other expenses of the **business** payable out of *income* that cease or are reduced as a consequence of the *incident*
- D) to the extent you are accountable to the tax authorities for Value Added Tax all terms in this section will be exclusive of that tax.

The most we will pay is:

- a) the **business interruption** limit of indemnity stated in the schedule or in respect of each extension any lower limit of indemnity stated in this policy or the schedule applicable at the time of the *incident*
- b) the limit remaining after deduction for any other loss under this section occurring during the same period of insurance unless we have agreed to reinstate the limit.

## Additional cover extensions applicable to Sub-section B1 – Loss of income

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

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

### 1. Equipment breakdown

- a) **Damage** to **equipment** caused by its **breakdown** for which **you** are legally responsible
- b) **damage** to data, software or third party proprietary software stored on fixed disks or computer media in consequence of **damage** to **equipment** caused by its **breakdown** for which **you** are legally responsible occurring during the period of insurance at the **premises**.

Provided that you:

- i) backup data records at least once every seven days; and
- ii) store records at the **premises** in a fire resisting data cabinet of at least two hours fire resistance or elsewhere than at the **premises**; and
- iii) store all computer media in accordance with the manufacturer's recommendations.

The most **we** will pay any one occurrence in respect of costs to recompile or restore data or software or replace third party proprietary software is £25,000.

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

Excluding:

- 1) **damage** caused by happening through:
  - A) non-compliance by **you** with the maintenance requirements specified by the **equipment** manufacturer or supplier
  - B) a failure of the public supply of electricity directly or indirectly due to:
    - a) a deliberate act of the supply authority not performed for the sole purpose of safeguarding life or protecting any part of the supply system
    - b) a scheme of rationing not necessitated by accidental damage to the supply authority generating or supply equipment
    - c) the inability of the supply authority to maintain the supply system due to industrial action by any of its employees
  - C) a failure of any telecommunications systems directly or indirectly due to:
    - a) a deliberate act of the telecommunications authority or the exercise by the telecommunications authority of its power to withhold or restrict operation of the system
    - b) the inability of the telecommunications authority to maintain the system due to industrial action by any of its employees
    - c) the use by **you** of **equipment** which is not approved by the telecommunications authority
    - d) failure of any satellite prior to its obtaining its full operating function or while in or beyond the final year of its design life
    - e) atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite
- 2) the value to **you** of data stored on **equipment** or computer media.

## 2. Essential employee

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

For the purpose of this extension:

- a) 'injury' means accidental bodily injury not including sickness, disease or any naturally occurring condition or degenerative process or any gradually operating cause
- b) 'indemnity period' means the period during which the results of the **business** are affected resulting from the occurrence beginning with the date of the accident causing injury but not exceeding the *maximum indemnity period*
- c) the *maximum indemnity period* is 3 months.

The most we will pay is £10,000.

## 3. Internet

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

The *maximum indemnity period* is 7 days.

The most we will pay in any one period of insurance is £2,500.

Excluding:

- a) any loss resulting from:
  - i) the deliberate acts of any supplier of electricity, telecommunications, internet, intranet or extranet services
  - ii) strikes or any labour or trade dispute
- b) any amount recoverable under the terms of a service level agreement
- c) any loss that does not involve a loss of service of at least 24 consecutive hours.

## 4. Loss of attraction

**Damage** by an operative Insured event during the period of insurance to property in the vicinity of the **premises** which solely and directly results in:

- a) a fall in the number of customers attracted to the **premises**; and
- b) an identifiable reduction in *income* at the **premises**.

The *maximum indemnity period* is 3 months.

The most we will pay is £250,000.

Excluding any loss:

- i) during the first 24 hours of the *indemnity period*
- ii) as a result of obstruction by storm, flood or snow.

## 5. Lottery winner

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

For the purpose of this extension:

- a) 'indemnity period' means the period during which the results of the **business** are affected beginning with the occurrence of the monetary win but not exceeding the *maximum indemnity period*
- b) the *maximum indemnity period* is 3 months.

The most we will pay is £25,000.

Excluding any loss where the **employee**:

- i) has been employed by **you** for a period of less than 12 consecutive months
- ii) has served notice or has been served notice of termination of their employment with **you** prior to the monetary win
- iii) has been absent from work due to sickness, disability or disciplinary suspension for a period of more than 4 weeks immediately prior to the monetary win
- iv) works their full period of notice in accordance with their contract of employment with **you**.

## 6. Notifiable diseases and other health risks, murder or suicide

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

- a) food or drink poisoning
- b) any occurrence of a **notifiable disease** at the **premises** or in connection with food or drink supplied from the **premises**
- c) any discovery of an organism at the **premises** likely to result in the occurrence of a **notifiable disease**
- d) the discovery of vermin or pests at the **premises**
- e) any accident causing defects in the drains or other sanitary arrangements at the **premises**
- f) any occurrence of murder or suicide

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

Provided that:

- i) for the purpose of this extension the **maximum indemnity period** is 3 months
- ii) **we** will only be liable for the loss arising at those **premises** which are directly affected by the occurrence, discovery or accident.

### Special conditions

1. **You** must comply with any issues identified as Contraventions arising from a Food Premises Inspection Report within the timescales stated in that report.
2. **You** must notify **us** as soon as reasonably practicable of any prohibition notice, emergency prohibition notice or emergency prohibition order served against **you** or the manager of the **premises** in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any modifications to them or re-enactment of them.

Excluding:

- 1) any infectious diseases which have been declared as a pandemic by the World Health Organisation
- 2) loss arising from restrictions on the use of the **premises** in consequence of an emergency prohibition notice or emergency prohibition order being served against **you** or the manager of the **premises** in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any modifications to them or re-enactment of them
- 3) any costs incurred in the cleaning, repair, replacement, recall or checking of property.

## 7. Prevention of access

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

The most **we** will pay is £100,000.

## 8. Public utilities

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

The most **we** will pay is £100,000.

Excluding:

- a) the deliberate acts of the supply authority
- b) drought, atmospheric or weather conditions but this will not exclude failure due to **damage** to equipment caused by these conditions
- c) strikes or any labour or trade dispute.

## 9. Telecoms

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

The **maximum indemnity period** is 7 days.

The most **we** will pay in any one period of insurance is £2,500.

Excluding:

- a) any loss resulting from:
  - i) the deliberate acts of any supplier of telecommunications services
  - ii) failure of any satellite
  - iii) strikes or any labour or trade dispute
- b) any amount recoverable under the terms of a service level agreement
- c) any loss that does not involve a loss of service of at least 24 consecutive hours.

## 10. Transit

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

The most **we** will pay is £10,000.

## 11. Unspecified customers

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

The most **we** will pay is £25,000.

## 12. Unspecified suppliers

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

The most **we** will pay is £25,000.

## Sub-section B2 – Book debts

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

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

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

- i) the difference between **outstanding debit balances** and the total of the amounts received or traced
- ii) additional expenses incurred by you with our consent in tracing and establishing **outstanding debit balances**
- iii) **professional accountant's charges**

but not exceeding

- 1) the limit of indemnity stated in the schedule
- 2) the limit remaining after deduction for any other loss under this section occurring during the same period of insurance unless we have agreed to reinstate the limit.

Additional cover extension applicable to Sub-section B1 – Loss of income and Sub-section B2 – Book debts

### 1. Capital additions

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

Provided that:

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

## Special conditions

### 1. Storage of books of account and other business books and records

You must backup data records at least once every seven days and either:

- a) store such records at the **premises** in a fire resisting data cabinet of at least two hours fire resistance; or
- b) store such records elsewhere than at the **premises**.

### 2. Winding up, receivership or liquidation of the business

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

# Section C – Money

This section is only operative if stated in the schedule.

## Special definitions

### **Assault**

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

### **Bodily injury**

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

### **Business hours**

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

### **Usual occupation**

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

### **Weekly earnings**

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

## Cover

In the event of **damage** to **money** from a cause not otherwise excluded arising during the period of insurance occurring within the **territorial limits** we will settle **your** claim in accordance with the Claims conditions.

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

Provided that the most **we** will pay for **money** in transit by post will be limited to £25 per packet while in transit by unregistered post.

## Additional cover extensions applicable to Section C – Money

### 1. Counselling costs

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

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

### 2. Damage to property

This section includes accidental **damage** as a direct result of theft or attempted theft of **money** to:

- a) **personal effects** and **money** of any **person insured** up to a maximum of £500 any one **person insured**
- b) any franking machine, safe, strongroom or security case, bag, money belt or waistcoat, cash carrying case or similar cash carrying device designed for the safe carriage of **money** up to the **reinstatement** cost.

Excluding **personal effects** more specifically insured.

### 3. Personal injury

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

#### Table of Benefits

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

Provided that:

- a) no benefit will be payable until the whole amount has been ascertained and agreed
- b) if **we** are satisfied that the disability is permanent benefit 2. will become payable when benefit 3. is exhausted
- c) **we** will not pay under more than one of 1. or 2. above.

## Special exclusions

This section does not cover:

### 1. Age limitation

*bodily injury* to 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

### 2. Error or omission

loss of **money** due to clerical or accounting errors

### 3. Fraud or dishonesty

loss of **money** due to **acts of fraud or dishonesty** by any **employee** where the loss is not discovered within 14 days of the date that the **act of fraud or dishonesty** started

### 4. Post Office Corporation money

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

### 5. Unattended vehicles

loss of **money** from an unattended vehicle.

## Special conditions

### 1. Accompaniment

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

Amount Carried	Minimum Number of Persons
Up to £2,000	1
Over £2,000 and up to £4,000	2
Over £4,000	3

### 2. Record keeping

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

### 3. Security of safe keys and combination codes

It is a condition precedent to **our** liability that whenever the **premises** in which the safe containing **money** is situated is unattended:

- a) the safe will be securely locked
- b) any key and records of a code to the safe will be removed from the **premises** or kept on the person of **you** or an authorised **employee** except where a portion of the **premises** is occupied residentially by **you** or any **employee** when any key and record of a code will be removed from the shop portion of the **premises**.

## Section D – Deterioration of stock

This section is only operative if stated in the schedule.

### Special definitions

#### **Accident**

- a) A change in temperature in the cold chambers of a **freezer** as a direct result of:
- i) sudden and unforeseen damage to the **freezer** or non-operation of its controlling devices by any cause not otherwise excluded
  - ii) failure of the public supply of electricity at the terminal ends of the supplier's service feeders at the **premises**
  - iii) failure of the electrical installation connecting the **freezer** to the supplier's service feeders
- b) action of refrigerant fumes escaping from the **freezer**.

#### **Freezer**

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

- a) the shop
- b) an outbuilding

at the **premises** used by **you** for purposes of the **business**.

#### **Stored goods**

Chilled or frozen goods contained in the **freezer**.

### Cover

In the event of deterioration, putrefaction or contamination of **stored goods** caused by an **accident** occurring during the period of insurance **we** will pay **you**:

- a) the cost of replacing the **stored goods**; and
  - b) the associated cost of any processing and packaging undertaken by **you**
- less any amount received by **you** from their sale.

The most **we** will pay is:

- i) the limit stated in the schedule or £2,500 in respect of any one **freezer** at the time of the **accident**
- ii) the sum insured or limit remaining after deduction for any other **accident** occurring during the same period of insurance unless **we** have agreed to reinstate any sum insured or limit.

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

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

## Special exclusions

This section does not cover:

### 1. Consequential loss

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

### 2. Utilities

loss in consequence of a failure of the supply of electricity directly or indirectly due to:

- a) a deliberate act of the supplier not performed for the sole purpose of safeguarding life or protecting any part of the supply system
- b) a scheme of rationing not necessitated by **damage** to the supplier's generating or supply equipment
- c) the inability of the supplier to maintain the supply system due to industrial action by any of its employees

### 3. Wilful neglect

**your** wilful neglect.

# Section E – Loss of licence

This section is only operative if stated in the schedule.

## Special definition

### **Licence**

The licence granted for the retail sale of excisable liquor at the **premises**.

## Cover

In the event of the **licence** being revoked, suspended or forfeited during the period of insurance under the provisions of the legislation governing such **licences** by reason beyond your power or control we will pay for:

- a) the resulting depreciation in value of **your** interest in the **premises** or the **business**; and
- b) the reasonable costs and expenses necessarily incurred by **you** with **our** written consent for any appeal against the decision of the licensing authority to revoke, suspend or forfeit the **licence**.

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

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

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

## Special exclusions

This section does not cover:

### **1. Alteration of legislation**

revocation, suspension or forfeiture arising directly or indirectly from any alteration of the legislation affecting the granting, suspension, surrender or forfeiture of a **licence**

### **2. Compensation**

**you** if **you** are entitled to obtain compensation under the provisions of any legislation

### **3. Compulsory purchase order**

revocation, suspension or forfeiture arising directly or indirectly from any compulsory purchase order or improvement or redevelopment of the area by the Local Authority

### **4. Personal licence**

any loss, cost or expense arising from the revocation, withdrawal, suspension or forfeiture of the personal **licence** of the designated **premises** supervisor.

## Special conditions

### **1. Alteration of the premises**

**You** must tell **us** as soon as reasonably possible and give **us** all the assistance **we** may reasonably require as soon as **you** learn of any alteration in the purpose for which the **premises** are used.

### **2. Application for review**

**You** must tell **us** as soon as reasonably possible and give **us** all the assistance **we** may reasonably require as soon as **you** learn of any application for review or other circumstances which may endanger the **licence**.

### **3. Breach of licensing legislation**

**You** must tell **us** as soon as reasonably possible and give **us** all the assistance **we** may reasonably require as soon as you learn of any proceedings against or conviction of the **licence** holder, designated **premises** supervisor, manager, tenant or occupier of the **premises** for any breach of the licensing legislation or any matter whereby the character or reputation of the person concerned is affected or called in to question with regard to their honesty, moral standing or sobriety.

#### **4. Change in tenancy**

You must tell **us** as soon as reasonably possible and give **us** all the assistance **we** may reasonably require as soon as you learn of any change in tenancy or management of the **business**.

#### **5. Complaints**

You must tell **us** as soon as reasonably possible and give **us** all the assistance **we** may reasonably require as soon as you learn of any complaint against the **premises** or its control.

#### **6. Transfer of the licence**

You must tell **us** as soon as reasonably possible and give **us** all the assistance **we** may reasonably require as soon as you learn of any transfer or proposed transfer of the *licence*.

# Section F – 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 which may be covered by 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 within the **territorial limits** during the period of insurance to any **employee** arising out of and in the course of their employment by **you** in the **business** in relation to claims settled or defended with **our** consent.

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

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

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

## Additional cover extensions applicable to Section F – Employers' liability

The following extensions will apply provided that:

- a) **we** will not be liable unless **we** have the sole conduct and control of all claims covered by these extensions
- b) these extensions will not apply to any liability which is covered by any other policy
- c) nothing in the following extensions will increase **our** liability to pay an amount in excess of the limit of indemnity provided by this section as stated in the schedule.

### 1. Automatic acquisitions cover

This section extends to apply to any company or companies or partnerships acquired by or created by **you** during the period of insurance.

Provided that:

- a) the business of the additional company is within **your** existing **business**
- b) the total wage roll of the additional company does not exceed 10% of **your** existing wage roll
- c) **you** will submit full details of the additional company to **us** within seven days of the acquisition or creation
- d) **we** reserve the right to charge an additional premium and/or apply additional terms.

### 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) <b>you</b> , any director or <b>business partner</b> | £750 |
| b) any <b>employee</b>                                  | £250 |

### 3. Criminal defence costs

We will also cover **you** or any director, **business partner** or **employee** for legal costs and expenses (including the costs of appeal against conviction) incurred with **our** consent in defence of a criminal charge brought under the following:

- a) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
- b) the Corporate Manslaughter and Corporate Homicide Act 2007

and which relates to any event involving **bodily injury** which is or may be the subject of indemnity under this section which has occurred during the period of insurance in the course of the **business**.

We will also pay solicitors fees incurred with **our** consent for representation at any Coroner's inquest or Fatal Inquiry in respect of any death the subject of indemnity under this section, including legal fees for assistance in preparing a written response as required by Rule 43 of the Coroners (amendment) Rules 2008.

**Our** liability in respect of:

- i) a) above will not exceed the overall limit of indemnity under this section in any one period of insurance
- ii) b) above will not exceed £5,000,000 in any one period of insurance.

Excluding liability:

- 1) where **you** or any director, **business partner** or **employee** is insured by another policy
- 2) where the criminal charge is in respect of any deliberate or intentional criminal act of **yours** or of any director, **business partner** or **employee**
- 3) for any appeal costs unless the solicitors engaged consider that there are strong prospects of such appeal succeeding.

### 4. Indemnity to directors and employees

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

- a) any **employee**
- b) any director or **business partner**
- c) any officer or member of **your** canteen, social, sports or welfare organisations.

Provided that:

- i) **you** would have been entitled to indemnity if the claim had been made against **you**; and
- ii) those people keep to the terms and conditions of this policy; and
- iii) **you** request **us** to do so.

### 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.

### 6. Unsatisfied court judgments

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

Provided that:

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

## 7. Work overseas

The insurance under this section extends to apply anywhere in the world where **you** directors, **business partners** or **employees** are on temporary visits for non-manual 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**.

### 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 the limit stated in the schedule inclusive of all **costs and expenses**.

### Special condition

#### 1. Compulsory insurance

**You** must repay **us** any amounts which **we** are required by compulsory insurance legislation to pay out under this section 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 section.

# Section G – Public and products liability

This section is only operative if stated in the schedule.

## Special definitions

### **Asbestos**

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

### **Clean up costs**

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

### **Costs and expenses**

- a) Claimants' costs and expenses which **you** become legally liable to pay
- b) costs incurred with **our** written consent in defending any claim for damages relating to any event which is covered under this section.

### **Data**

Data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

### **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) **damage** or **bodily injury** caused by pollution or contamination.

### **Products**

Any commodities or goods or anything (including packaging, containers and labels) sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by **you** or on **your** behalf for the purpose of the **business**.

### **Remediation**

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

## Sub-section G1 – 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) unlawful detention, imprisonment or arrest

occurring during the period of insurance in connection with the **business** at the **premises**, or **your** ownership of the **buildings** as follows:

- i) at the **premises** in respect of manual work
- ii) within the **territorial limits** in respect of collection or delivery by **you** or **your employees**
- iii) 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**.

In addition to the limit of indemnity stated in the schedule we will pay **costs and expenses**.

The **excess** applicable to accidental **damage** to property is stated in the schedule.

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

### Exclusions applicable to Sub-section G1

Sub-section G1 does not cover:

#### 1. Motor

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

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

provided that this exclusion will not apply in respect of:

- i) liability not more specifically insured under any other policy arising during the act of loading or unloading mechanically propelled vehicles or mobile plant or the bringing to or the taking away of a load from such vehicle or such plant
- 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 or security 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

#### 2. Products no longer in your control or custody

liability arising from **products** after they have ceased to be in **your** custody or control other than food or beverages for consumption on **your** premises or at any other premises where **you** are carrying on the **business**

#### 3. Property being worked on

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

#### 4. Property in your custody or control

**damage** to property belonging to **you** or borrowed, rented, leased or hired for use by **you** or otherwise in **your** custody or control but this exclusion will not apply to:

- a) the personal effects (including vehicles and their contents) of directors, **employees** and visitors
- b) buildings or their contents temporarily occupied by **you** for the purpose of carrying out work therein or thereon
- c) premises (or fixtures and fittings therein) hired, rented, leased or lent to **you** other than **damage** if liability is assumed by **you** under a tenancy or other agreement and would not have attached in the absence of such agreement

#### 5. Vessels and craft

liability arising from the ownership or possession or use by **you** or on **your** behalf of craft designed to travel through air or space, hovercraft or watercraft other than waterborne vessels used on inland waterways.

## Sub-section G2 – Products liability

This sub-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** where such **bodily injury** arises out of and in the course of the employment
- b) accidental **damage** to material property occurring anywhere in the world during the period of insurance in respect of **products** supplied in or from the **territorial limits** in connection with the **business** at the **premises** caused by **products**. In addition to the limit of indemnity as stated in the schedule **we** will pay **costs and expenses**.

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

### Exclusions applicable to Sub-section G2

Sub-section G2 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. 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

#### 3. Product

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

### Additional cover extensions applicable to the whole of Section G

The following extensions will apply provided that:

- a) **we** will not be liable unless **we** have the sole conduct and control of all claims covered by these extensions
- b) these extensions will not apply to any liability which is covered by any other policy
- c) nothing in the following extensions will increase **our** liability to pay an amount in excess of the limit of indemnity provided by this section as stated in the schedule.

#### 1. Automatic acquisitions cover

This section extends to any company or companies or partnerships acquired by or created by **you** during the period of insurance.

Provided that:

- a) the business of the new company is within **your** existing **business**
- b) the total wage roll of the new company does not exceed 10% of **your** existing wage roll
- c) **you** will submit full details of the new company to **us** within seven days of the acquisition or creation
- d) **we** reserve the right to charge an additional premium and/or apply additional terms.

#### 2. Contingent motor liability (non-owned vehicles)

**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 not 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 arising outside the **territorial limits**.

### 3. 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** £750
- b) any **employee** £250

### 4. Criminal defence costs

We will also cover you or any director, **business partner** or **employee** for legal costs and expenses (including the costs of appeal against conviction) incurred with our consent in defence of a criminal charge brought under the following:

- a) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
- b) the Corporate Manslaughter and Corporate Homicide Act 2007
- c) Part II of the Consumer Protection Act 1987
- d) the Food Safety Act 1990

and which relates to any event involving **bodily injury** or **damage** to property which is or may be the subject of indemnity under this section which has occurred during the period of insurance in the course of the **business**.

We will also pay solicitors fees incurred with our consent for representation at any Coroner's inquest or Fatal Inquiry in respect of any death the subject of indemnity under this section, including legal fees for assistance in preparing a written response as required by Rule 43 of the Coroners (amendment) Rules 2008.

Our liability in respect of:

- i) a) above will not exceed the overall limit of indemnity under this section in any one period of insurance
- ii) b) above will not exceed £2,000,000 in any one period of insurance or the limit of indemnity under this section whichever is the lesser
- iii) each of c) and d) above will not exceed £25,000 in any one period of insurance.

Excluding liability:

- 1) where you or any director, **business partner** or **employee** is insured by another policy
- 2) where the criminal charge is in respect of any deliberate or intentional criminal act of yours or of any director, **business partner** or **employee**
- 3) for any appeal costs unless the solicitors engaged consider that there are strong prospects of such appeal succeeding.

### 5. Data protection

We will pay you for legal costs and expenses incurred with our prior consent and all sums you are required to pay as damages to an individual arising from proceedings brought against you under:

- a) Sections 168 and 169 of the Data Protection Act 2018
- b) Article 82 of Regulation (EU) 2016/679 (General Data Protection Regulation).

Our liability under this extension will not exceed £1,000,000 in any one period of insurance.

Excluding liability for:

- i) fines, penalties, liquidated, punitive or exemplary damages
- ii) the cost of replacing, reinstating, rectifying or erasing any personal data
- iii) the costs of notifying any person regarding loss of personal data
- iv) any deliberate or intentional criminal act or omission giving rise to any claim under this extension committed by you.

### 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 **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 extension will not exceed £1,000,000 for any one incident and in any one period of insurance and will be the maximum **we** will pay inclusive of all **costs and expenses**; 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 directors and employees

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

- a) any **employee**
- b) any director or **business partner**
- c) any **employee** acting as a member of **your** first aid or medical arrangements but excluding medical practitioners in respect of liability for damages and legal costs resulting from treatment given
- d) any officer or member of **your** canteen, social, sports or welfare organisations

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

Provided that:

- i) that person is not entitled to indemnity under any other insurance; and
- ii) that person will keep to and be subject to the terms and conditions of this policy as though they were **you**.

## 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.

## 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. 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.

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 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 in the **business**.

## 12. Tenant's liability

We will also cover **your** legal liability as tenant for:

- a) **damage** to the **buildings** or to landlord's fixtures and fittings directly caused by insured events 1 to 9 and if stated in the schedule 10 of Section A – Material damage, occurring during the period of insurance
- b) the cost of repairing accidental **damage** to underground pipes, drains and cables on the **premises** or connecting them to the public mains.

The most **we** will pay is 10% of the sum insured for **contents** of the relevant **premises**.

## 13. Treatment risk

We will also cover **your** legal liability for accidental **bodily injury** arising from hair or beauty treatments and facilities provided by **you** or any **employee** who is 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 is designed for and in accordance with the manufacturer's instructions
- c) for electrolysis, 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) 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) for the cost of repairing, removing, replacing, rectifying, making good, recalling, or altering any **products** sold or supplied by **you**
- ii) for refunds in respect of any treatments given or facilities provided by **you**
- iii) for **bodily injury** where **you** have proceeded with treatment following the results of any tests or procedures that are unsatisfactory
- iv) for **bodily injury** arising from treatment provided by **you** or any **employee** who is not a **trained person**.

## Special exclusions applicable to the whole of Section G

This section does not cover:

### 1. Asbestos

liability directly or indirectly caused by, contributed to by or arising out of any *asbestos*

### 2. Contractual liability

legal liability assumed under contract or agreement unless:

- a) the liability would have existed in the absence of such contract or agreement; and
- b) **we** will retain the control of any claim

### 3. Cyber

liability arising out of any actual (or alleged) unauthorised acts (including malicious acts) which results in access to, disruption of, or any failure of any computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

This special exclusion is not applicable to the indemnity provided by Additional cover extension 5 of this section

### 4. Exposure to ultraviolet radiation

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

### 5. Foreign operations

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

### 6. Liquidated or punitive damages or fines

any amount in respect of:

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

### 7. 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

### 8. Professional advice

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

### 9. 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 from 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

### 10. Treatment

any liability arising out of dispensing of medicines or drugs or treatment other than that provided under Additional cover extension 13 – Treatment risk.

## Special provisions applicable to the whole of Section G

### 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. 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 or the limit of indemnity stated in the schedule whichever is the lesser inclusive of all **costs and expenses**.

## Special condition applicable to the whole of Section G

### 1. Underground services condition

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

- 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) ensure the adoption of a method of work which minimises the risk of **damage** to pipes, cables, mains and other services.

# Section H – Goods in transit

This section is only operative if stated in the schedule.

## Special definitions

### ***In transit***

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

### ***Personal effects***

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

### ***Property insured***

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

### ***Vehicle***

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

### ***Working hours***

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

## Cover

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

- a) ***property insured*** while ***in transit*** contained in or on a road **vehicle** operated by **you** or any of **your employees**
- b) tarpaulin sheets, ropes, chains, toggles, dunnage and packing materials while being carried on any road **vehicle** operated by **you** for an amount not exceeding £2,500 per event
- c) ***personal effects*** not more specifically insured while being carried in or on a **vehicle** operated by **you** for an amount not exceeding £250 per person per event

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

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

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

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

## Special exclusions

This section does not cover:

### 1. Changes in environment

damage caused by or consisting of:

- a) corrosion, erosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, mould, dryness, marring, scratching, vermin or insects
- b) change in temperature, colour, flavour, texture or finish

### 2. Confiscation

confiscation, destruction or detention by customs or other authorities

### 3. Consequential loss

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

### 4. Contents of mobile shop

damage to contents in a mobile shop

### 5. Depreciation, gradually operating changes and other causes

damage caused by or consisting of:

- a) wear and tear, breakdown of refrigeration, defective packing, mildew, vermin or contamination
- b) delay or inadequate documentation, defective packing or refrigeration failure
- c) pollution or contamination

### 6. Motor vehicles excluded

loss from a soft topped, open topped, open sided or curtain sided *vehicle* operated by you caused by:

- a) storm
- b) theft or attempted theft unless the *vehicle* is stolen at the same time

### 7. Property excluded

damage arising from the carriage of fireworks or other dangerous goods or livestock

### 8. Unattended road vehicles

loss from an unattended road *vehicle* unless the *vehicle*:

- a) during *working hours* has any doors and windows and other means of access securely fastened and locked
- b) at any times out of *working hours* is housed in a securely locked garage.

# Section I – Specified items ‘all risks’

This section is only operative if stated in the schedule.

## Special definition

### **Territorial limit**

The territorial limit stated in the schedule.

## Cover

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

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

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

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

## 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. Customs or other authorities**

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. Maintenance and testing**

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

### **7. Theft from unattended road vehicles**

theft of property insured from an unattended road vehicle.

# Section J – Legal expenses

This section is only operative if stated in the schedule.

## Meaning of words

The following words have these meanings wherever they appear in this policy in **bold**:

### Appointed representative

The **preferred law firm**, law firm, tax consultancy, accountant or other suitably qualified person **we** appoint to act on the **insured person's** behalf.

### Business

The business declared to **us** and covered by the commercial policy to which this policy attaches.

### Costs and expenses

- a) All reasonable, proportionate 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 United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

- b) For all other insured incidents

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

### 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). Where a law firm is acting on **your** behalf the amount **we** will pay is currently £100 per hour. This amount may vary from time to time.

### Date of occurrence

- a) For civil cases (other than as specified under **c**) to **e**) below), 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** or **employer compliance disputes**, the date the dispute arises during the **period of insurance** following the issue of an assessment, written decision or notice of a civil penalty.
- 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.

### Insured person

- a) **You** and the directors, partners, managers, employees and any other individuals declared to **us** by **you**.
- b) A person contracted to work for **you** who works for **you** on the same basis as **your** employees, and performs that work under **your** supervision and direction.

## Period of insurance

The period for which **we** have agreed to cover the **insured person** and for which **we** have accepted the premium.

## Preferred law firm

A law firm, barrister 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 recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment) or make a successful defence, must be at least 51%. 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.
- c) For civil and criminal appeals the prospects of a successful outcome must be at least 51%.

## Tax enquiry

A written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either:

- i) includes a request to examine any aspect of your books and records; or
- ii) advises of a check of **your** whole tax return.

## VAT dispute

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

## We, us, our, DAS

DAS Legal Expenses Insurance Company Limited.

## You, your

The **business** that has taken out this policy.

## Welcome to DAS

**Your business** is now protected by the UK's leading specialist legal expenses insurer.

DAS Legal Expenses Insurance Company Limited ('**DAS**') is the underwriter and provides the legal protection insurance under **your** policy. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm** on behalf of **DAS**.

To make sure that **you** get the most from **your DAS** cover, please take time to read this policy wording which explains the insurance cover and additional services available to **you**. Please follow the procedures throughout the policy and in particular those applying to **Employment disputes and compensation awards** cover.

## How your policy can help

Please find below information about the services **your** policy offers and details of how to make a claim.

If **you** wish to speak to **us** about:

- **Legal Advice** – **you** can get telephone legal advice on any legal issue affecting **your business**.
- **Insurance Claims** – **you** can report a claim 24/7.
- **Tax Advice** – dedicated tax advisers can provide advice on tax issues affecting **your business**.

Please phone **us** on **0344 893 0859**. **We** will ask **you** about **your** legal issue and if necessary call **you** back to deal with **your** query.

## Online law guide and document drafting

Using [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) **you** can access the free online law guide and create ready-to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by **you** using **our** smart document builders. **You** can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts.

Register using the voucher code **DAS472301** to gain access to a range of free documents.

## Reporting a claim

### Important information

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** accept the claim.

### Report your claim

- Call us on **0344 893 0859**, available 24 hours a day, 7 days a week
- Have your policy number ready and **we'll** ask **you** about your claim

### We will assess the claim

- To check your claim is covered by your policy
- And, if it is, **we** will send it to a lawyer who specialises in your type of claim

### The lawyer will

- Assess your case and tell **you** how likely it is **you** will win

### If you are more likely than not to win, the lawyer will

- Manage the case from start to finish

Please note this is an overview of the claims process for guidance purposes only. **Our** claims handlers can answer any questions **you** may have when they receive your claim, alternatively **you** can visit [www.das.co.uk/legal-protection/how-to-claim](http://www.das.co.uk/legal-protection/how-to-claim)

## Our agreement

This policy, the policy schedule and any endorsement shall be read together as one document and describe the contract between **you** and **us**.

**We** agree to provide the insurance described in this policy for **you** (or where specified, the **insured person**) in respect of any insured incident arising in connection with the **business**, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy, provided that:

- 1 **reasonable prospects** exist for the duration of the claim
- 2 the **date of occurrence** of the insured incident is during the **period of insurance**, or
- 3 during the currency of a previous equivalent legal expenses insurance policy, provided that:
  - the previous legal expenses insurance policy required **you** to report claims during its currency
  - **you** could not have notified a claim previously as **you** could not have reasonably been aware of the insured incident
  - cover has been continuously maintained in force
  - any claim that should have been covered under a previously operative legal expenses insurance policy will not be covered by **us**, and
  - the available limit of indemnity shall be limited to the lesser of the sums payable under this or **your** previous policy
- 4 any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **countries covered**, and
- 5 the insured incident happens within the **countries covered**.

## What we will pay

**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:

- 1 the most **we** will pay in respect of all claims resulting from one or more event arising at the same time or from the same originating cause, for **costs and expenses** and compensation awards claims, is the amount stated in the schedule
- 2 the most **we** will pay for the total of all compensation awards under insured incident **Employment disputes and compensation awards 2 Compensation awards** in any one **period of insurance** shall not exceed £1,000,000
- 3 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. The amount **we** will pay a law firm (where acting on **your** behalf) is currently £100 per hour. This amount may vary from time to time

- 4 in respect of an appeal or the defence of an appeal, **you** must tell **us** as soon as possible and within the statutory time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
- 5 for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this policy, **we** must agree that **reasonable prospects** exist
- 6 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, and
- 7 in respect of insured incident **Legal defence 6 Jury service and court attendance** the maximum **we** will pay is the **insured person's** net salary or wages for the time that the **insured person** is attending court or tribunal, less any amount **you**, the court or tribunal pays.

### What we will not pay

- 1 In the event of a claim, if **you** decide not to use the services of a **preferred law firm** or tax consultancy, **you** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**.
- 2 If **you** are registered for VAT **we** will not pay the VAT element of any **costs and expenses**.
- 3 The first £500 of any contract dispute claim where the amount in dispute exceeds £5,000 (including VAT). If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn.

## Employment disputes and compensation awards

### 1 Employment disputes

#### What is covered

**Costs and expenses** to defend **your** legal rights:

- a) before the issue of legal proceedings in a court or tribunal:
  - i) following the dismissal of an employee; or
  - ii) where an employee or ex-employee has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure; or
- b) in unfair dismissal disputes under the ACAS Arbitration Scheme; or
- c) in legal proceedings in respect of any dispute relating to:
  - i) a contract of employment with **you**; or
  - ii) an alleged breach of the statutory rights of an employee, ex-employee or prospective employee under employment legislation.

#### What is not covered

A claim relating to the following:

- 1 unless equivalent legal expenses insurance was continuously in force before:
  - a) any dispute where the originating cause of action arises within the first 90 days of the start of this policy;
  - b) any dispute with an employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of this policy if the **date of occurrence** was within the first 180 days of the start of this policy and the dispute relates directly to the same matter(s) which gave rise to that warning;
  - c) any notice of redundancy or alleged redundancy or unfair selection for redundancy which occurs within the first 180 days of the start of this policy
- 2 employee internal disciplinary or grievance procedures
- 3 damages for personal injury
- 4 Transfer of Undertakings Regulations (TUPE) or the Transfer of Employment (Pension Protection) Regulations
- 5 pursuing **your** legal rights.

## 2 Compensation awards

### What is covered

In respect of a claim **we** have accepted under insured incident **1 Employment disputes** **we** will pay:

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

Provided that:

- a) in cases relating to performance and/or conduct, **you** have throughout the employment dispute either:
  - i) followed the ACAS Code of Disciplinary and Grievance Procedures; or
  - ii) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
  - iii) sought and followed advice from **our** legal advice service (telephone **0344 893 0859**)
- b) for an order of compensation following **your** breach of statutory duty under employment legislation **you** have at all times sought and followed advice from **our** legal advice service since the date when **you** should have known about the employment dispute (telephone **0344 893 0859**)
- c) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **you** have sought and followed advice from **our** legal advice service before starting any redundancy process or procedure with employees (telephone **0344 893 0859**)
- d) any sum of money in settlement of a dispute is awarded by a court, tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by default, or is payable under settlement approved in writing in advance by **us**.

*Please note that the total amount payable by **us** for all compensation awards and sums of money in settlement of a dispute, in aggregate and in any one **period of insurance** is £1,000,000.*

### What is not covered

A claim relating to the following:

- 1 Any compensation award relating to the following:
  - trade union activities, trade union membership or non-membership;
  - pregnancy or maternity rights, paternity, parental or adoption rights;
  - health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
  - statutory rights in relation to trustees of occupational pension schemes.
- 2 Non-payment of money due under a contract.
- 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.
- 5 A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

## 3 Employee civil legal defence

### What is covered

**Costs and expenses** to defend the **insured person's** (other than **your**) legal rights if:

- a) an event arising from their work leads to civil action being taken against them under legislation for unlawful discrimination; or
- b) civil action is being taken against them as trustee of a pension fund set up for the benefit of your employees.

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

## 4 Service occupancy

### What is covered

**Costs and expenses** to recover possession of premises owned by **you**, or for which **you** are responsible, from **your** employee or ex-employee.

### What is not covered

Any claim relating to defending **your** legal rights, other than defending a counter-claim that is an insured incident under this policy.

### Legal defence

**Costs and expenses** to defend the **insured person's** legal rights: (provided that for each of the following sections of **Legal defence** cover 1-6 **you** request **us** to provide cover for the **insured person**.)

#### 1 Criminal pre-proceedings cover

##### What is covered

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.

Provided that:

for claims relating to the Health and Safety at Work etc Act 1974 the **countries covered** shall be any place where the Act applies.

*Please note that **we** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the **business**. Please see the section titled **Our agreement** at the start of this policy.*

##### What is not covered

A claim relating to the following:

- 1 any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs
- 2 investigations due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

#### 2 Criminal prosecution defence

##### What is covered

Following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction.

Provided that:

for claims relating to the Health and Safety at Work etc Act 1974 the **countries covered** shall be any place where the Act applies.

*Please note that **we** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the **business**. Please see the section titled **Our agreement** at the start of this policy.*

##### What is not covered

A claim relating to the following:

- 1 prosecution due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

#### 3 Data protection

##### What is covered

If civil action is taken against the **insured person** for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/or a data processor by:

- a) An individual. **We** will also pay any compensation award in respect of such a claim.
- b) A data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor. Please note **we** will not pay any compensation award in respect of such a claim.

Provided that:

in respect of **3 a)** any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in advance by **us**.

*Please note that **we** will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body.*

### What is not covered

A claim relating to the following:

- 1 the loss, alteration, corruption or distortion of, or damage to stored personal data, or
- 2 a reduction in the functionality, availability, or operation of stored personal data

resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus or similar mechanism.

## 4 Wrongful arrest

### What is covered

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

## 5 Statutory notice appeals

### What is covered

In an appeal against the imposition or terms of any statutory notice issued under legislation affecting **your business**.

### What is not covered

A claim relating to the following:

- 1 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
- 2 a statutory notice issued by an **insured person's** regulatory or governing body.

## 6 Jury service and court attendance

### What is covered

An **insured person's** absence from work:

- a) to perform jury service
- b) to attend any court, tribunal or 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 reimburse **you** for net salary or wages that **you** have paid the **insured person** for that time, less any amount they have been paid by, or can recover from, the court or tribunal.

### What is not covered

A claim relating to the following:

- 1 any claim if **you** or the **insured person** are unable to prove the loss.

## Statutory licence appeal

### What is covered

**Costs and expenses** for:

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

### What is not covered

A claim relating to the following:

- 1 the original application or renewal application of a statutory licence, mandatory registration or British Standard Certificate of Registration
- 2 the ownership, driving or use of a motor vehicle.

## Contract disputes

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

### What is covered

Costs and expenses for:

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 (incl VAT)
- b) if the amount in dispute exceeds £5,000 (incl VAT), **you** must pay the first £500 of any claim. If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn
- c) if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £500 (incl VAT)
- d) if the dispute relates to money owed to **you**, a claim under the policy is made within 90 days of the money becoming due and payable.

### What is not covered

A claim relating to the following:

- 1 a dispute arising from an agreement entered into prior to the start of this policy if the **date of occurrence** is within the first 90 days of the start of this policy, unless equivalent legal expenses insurance was in force immediately before
- 2
  - a) a dispute relating to an insurance policy, other than when your insurer refuses **your** 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. However, **we** will cover a dispute with a professional adviser in connection with these matters
  - 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**. (Please refer to insured incident **Employment disputes and compensation awards**.)
- 4 a dispute which arises out of the:
  - sale or provision of computer hardware, software, systems or services; or
  - the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **your** own specification
- 5 the recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists
- 6 a dispute arising from a breach or alleged breach of professional duty by an **insured person**.

## Debt recovery

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

### What is covered

Costs and expenses for:

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 (incl 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.

### What is not covered

A claim relating to the following:

- 1 any debt arising from an agreement entered into prior to the start of the policy if the debt is due within the first 90 days of the start of this policy, unless equivalent legal expenses insurance was in force immediately before
- 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. However, **we** will cover a dispute with a professional adviser in connection with these matters  
d) a motor vehicle owned by, or hired or leased to **you** other than agreements relating to the sale of motor vehicles where **you** are engaged in the business of selling motor vehicles
- 3 a dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services
- 4 the recovery of money and interest due from another party where the other party indicates that a defence exists
- 5 any dispute which arises from debts **you** have purchased from a third party.

### Property protection

#### What is covered

Costs and expenses for:

A civil dispute relating to physical property which is owned by **you**, or is **your** responsibility following:

- 1 any event which causes physical damage to such physical property; or
- 2 a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it); or
- 3 a trespass.

*Please note that **you** must have, or there must be reasonable prospects of establishing **you** have, the legal ownership or right to the physical property that is the subject of the dispute.*

#### What is not covered

A claim relating to the following:

- 1 a contract **you** have entered into (please refer to insured incident Contract disputes)
- 2 physical property which is in transit or which is 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 that is an insured incident under this policy
- 6 a motor vehicle owned or used by, or hired or leased to an **insured person** (other than damage to motor vehicles where **you** are in the business of selling motor vehicles)
- 7 the enforcement of a covenant by or against **you**.

### Personal injury

#### What is covered

At **your** request, **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.

#### What is not covered

A claim relating to the following:

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

## Tax protection

### What is covered

Costs and expenses for:

- 1 A tax enquiry
- 2 An employer compliance dispute
- 3 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**. Please see the section titled **Our agreement** at the start of this policy.*

### What is not covered

A claim relating to the following:

- 1 a tax avoidance scheme
- 2 any failure to register for Value Added Tax or Pay As You Earn
- 3 any 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 any claim relating to import or excise duties and import VAT
- 5 any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

## Policy exclusions

We will not pay for the following:

### 1 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.

### 2 Costs we have not agreed

**Costs and expenses** incurred before our expressed acceptance.

### 3 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**, **2 Compensation awards** and **Legal defence**.

### 4 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**.

### 5 Intellectual property rights

Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.

### 6 Wilful acts

Any wilful act or omission of an **insured person** deliberately intended to cause a claim under this policy.

### 7 Franchise or agency agreements

Any claim relating to rights under a franchise or agency agreement entered into by **you**.

### 8 A dispute with DAS

Any claim under this policy for a dispute with us. For disagreements with us about the handling of a claim refer to Policy condition 8.

### 9 Shareholding or partnership disputes

Any claim relating to a shareholding or partnership share in the **business**.

### 10 Judicial review, coroner's inquest or fatal accident inquiry

**Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

### 11 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, act of 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.

### 12 Bankruptcy

Any claim where either at the start of, or during the course of a claim:

- a) **you** are declared bankrupt
- b) **you** have filed a bankruptcy petition
- c) **you** have filed a winding-up petition
- d) **you** have made an arrangement with **your** creditors
- e) **you** have entered into a deed of arrangement
- f) **you** are in liquidation
- g) part or all of **your** affairs or property are in the care or control of a receiver or administrator.

## 13 Defamation

Any claim relating to written or verbal remarks that damage the **insured person's** reputation.

## 14 Litigant in person

Any claim where an **insured person** is not represented by a law firm, barrister or tax expert.

## Policy conditions

### 1 Your representation

- a) On receiving a claim, if representation is necessary, **we** will appoint a **preferred law firm** or tax consultancy 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 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, if **you** prefer, choose a law firm or tax expert of **your** own choice 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** who 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**. The amount **we** will pay a law firm (where acting on **your** behalf) is currently £100 per hour. This amount may vary from time to time.
- 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.

### 2 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 them to.

### 3 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** expressed consent.
- b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** will not 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 **our** 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.

### 4 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.

### 5 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**.

### 6 Withdrawing cover

- a) 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.
- b) If during the course of a claim **reasonable prospects** no longer exist the cover **we** provide will end at once. **We** will pay any **costs and expenses** and compensation awards **we** have agreed to, up to the date cover was withdrawn.

## 7 Expert opinion

If there is a disagreement between an **insured person** and **us** on the merits of the claim or proceedings, or on a legal principle, **we** may suggest the **insured person** obtains at their own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by **us** and the cost expressly agreed in writing between the **insured person** and **us**. Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **insured person** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence. This does not affect the **insured person's** rights under Policy condition 8.

## 8 Arbitration

If there is a disagreement between an **insured person** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure the **insured person** can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by the **insured person** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the **insured person** and **us** or may be paid by either the **insured person** or **us**.

## 9 Keeping to the policy terms

An **insured person** must:

- a) keep to the terms and conditions of this policy
- 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.

## 10 Cancelling the policy

**You** can cancel this policy by telling **us** at any time as long as **you** tell **us** at least 14 days beforehand. **We** can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand.

Subject to the terms of business between **you** and the person who sold **you** this policy, **you** may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of business between **you** and the person who sold **you** this policy. Please contact them directly for full details of charges.

## 11 Fraudulent claims

**We** will, at **our** discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/or **we** will not pay the claim if:

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

## 12 Claims under this policy by a third party

Apart from **us**, **you** are the only person who may enforce all or any part of this policy 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 the policy in relation to any third-party rights or interest.

## 13 Other insurances

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

## 14 Law that applies

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

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

## How to make a complaint under this section

We always aim to give the **insured person** a high quality service. If the **insured person** thinks we have let them down, they can contact us by:

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

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

If the **insured person** is not happy with the complaint outcome or if we've been unable to respond to their complaint within 8 weeks, they can, provided you are an eligible small business, charity or trust, ask the Financial Ombudsman Service for a free and independent review of their complaint.

The **insured person** can contact them by:

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

Further information is available on their website: **www.financial-ombudsman.org.uk**

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

## Financial Services Compensation Scheme

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

## Data protection

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

We may collect personal details including name, address, date of birth, email address and, on occasion, dependent on the type of cover in place, sensitive information such as medical records. This is for the purpose of managing the products and services in place and this may include underwriting, claims handling and providing legal advice. We will only obtain personal information either directly from you, the third party dealing with your claim or from the authorised partner who sold this policy.

## Who we are

DAS Legal Expenses Insurance Company Limited is part of DAS UK Holdings Limited (DAS UK Group). The uses of personal data by us and members of the DAS UK Group are covered by our individual company registrations with the Information Commissioner's Office. DAS has a Data Protection Officer who can be contacted at **dataprotection@das.co.uk**

## How we will use your information

We may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of the DAS UK Group, so they may contact you for your feedback. If the policy includes legal advice we may have to send the personal information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover in place, the personal information may also be sent outside the EEA so the service provider can administer the claim.

We will take all steps reasonably necessary to ensure the personal data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

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

### **What is our legal basis for processing your information?**

It is necessary for **us** to use the personal information to perform our obligations in accordance with any contract that **we** may have with the person taking out this policy. It is also in **our** legitimate interest to use the personal information for the provision of services in relation to any contract that **we** may have with the person taking out this policy.

### **How long will your information be held for?**

**We** will retain personal data for 7 years. **We** will only retain and use the personal data thereafter as necessary to comply with **our** legal obligations, resolve disputes, and enforce **our** agreements. If **you** no longer want **us** to use the personal data, please contact **us** at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

### **What are your rights?**

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held.

Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer  
DAS Legal Expenses Insurance Company Limited  
DAS House  
Quay Side  
Temple Back  
Bristol  
BS1 6NH

Or via email: [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

### **How to make a complaint**

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above. If **you** remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision.

The Information Commissioner can be contacted at:

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

[www.ico.org.uk](http://www.ico.org.uk)

# Section K – Employee dishonesty

This section is only operative if stated in the schedule.

## Cover

We will pay for direct loss of **money** and **contents** or **stock** belonging to **you** or in **your** custody and control for which **you** are legally responsible and pertaining to the **business** by any **act of fraud or dishonesty** committed by any **employee** acting alone or in collusion with others during the period of insurance and during uninterrupted service with **you**.

Provided that:

- a) the loss is discovered not later than 24 months after the expiry of this section or the termination of:
  - i) the **employee's** contract of service; or
  - ii) the last contract of service of the **employees** concerned if more than one is involved in the **act of fraud or dishonesty**whichever happens first
- b) **we** will not pay more than one claim for the same **employee**
- c) any money which the **employee** would have been entitled to receive from **you** but for the **act of fraud or dishonesty** will be deducted from the amount of the loss prior to a claim being paid under this section
- d) the limit of indemnity stated in the schedule is the most **we** will pay in respect of:
  - i) all losses relating to the same **act of fraud or dishonesty** irrespective of the number of **employees** and the number of periods of insurance involved
  - ii) the total of all losses discovered during any one period of insurance unless **we** agree to reinstate the limit of indemnity. Any losses discovered within the 24 month period allowed after the expiry of this section will be treated as having been discovered during the final period of insurance.

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

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

## Additional cover extensions applicable to Section K – Employee dishonesty

### 1. Auditor's fees

**We** will pay reasonable auditor's fees that **you** incur in preparing a claim under this section. Any payment under this additional cover extension will form part of and not be in addition to the limit stated in the schedule.

### 2. Automatic reinstatement of loss

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

Provided that:

- a) the amount reinstated is only available for claims for subsequent **acts of fraud or dishonesty**
- b) **you** pay the appropriate additional premium.

## Special exclusions

This section does not cover:

### 1. Consequential loss, fines and penalties or loss of interest

any financial loss, **damage**, cost, expense, fine, penalty or loss of interest not directly associated with the **acts of fraud or dishonesty** that caused **you** to claim

### 2. Employees known to have committed prior fraudulent or dishonest acts

any loss arising from the engagement of any **employee** who to **your** knowledge previously committed any fraudulent or dishonest act except for convictions regarded as spent under the Rehabilitation of Offenders Act 1974

### 3. Excluded persons

loss by act of fraud or dishonesty by any:

- a) business partner
- b) director of yours unless they are also an employee in some other capacity
- c) employee:
  - i) whom you are unable to name
  - ii) who is based outside the territorial limits
  - iii) who at the time of the act of fraud or dishonesty holds any of your issued share capital.

## Special conditions

### 1. Notice

You must give us notice in writing immediately after the discovery of any act of fraud or dishonesty committed by an employee or after you suspect that any act has been committed. We will not pay for any future acts of fraud or dishonesty committed by this employee. Any claim under this section must be made in writing to us within 90 days of the notice.

### 2. Our liability

We will not be liable unless:

- a) you obtain written references covering the previous 3 years employment prior to engaging any employee excluding school leavers and those not responsible for money, contents, stock, bookkeeping or accounts. These references must be produced in the event of a claim
- b) any money received by any employee is passed daily to you or to an employee authorised to receive money or is banked daily
- c) statements of account are sent at least monthly direct to any customers and are not sent by employees authorised to receive money
- d) cash book entries and other records of money received including computer systems records are fully checked at least monthly against:
  - i) the bank statement
  - ii) receipt counterfoils
  - iii) vouchers
  - iv) supporting documents and cash in hand independently of the employees handling those records or money
- e) the ordering of the certification of receipt for and the authorisation of payment for goods or subcontracted work are carried out by different employees acting independently
- f) supporting papers are checked independently of the employees who prepare cheques and any cheque for over £5,000 is signed by 2 people
- g) wages and salaries are independently checked prior to payment
- h) any books are balanced and checked by professional auditors at least annually.

### 3. Prosecution and conviction

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

### 4. Recovery

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

# Section L – Personal accident

This section is only operative if stated in the schedule.

## Special definitions

### **Bodily injury**

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

### **Channel Islands**

Jersey, Guernsey, Alderney and Sark.

### **Country of permanent residence**

The country where an **insured person** resides indefinitely or where an **insured person** 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 an **insured person**:

- 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**.

### **Hijack**

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

### **Journey**

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

### **Kidnap**

The unlawful abduction and detention of an **insured person** 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 1.

### **Operative time**

24 hours per day while the **insured person** 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 1.

### **Temporary total disablement**

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

### **United Kingdom**

England, Scotland, Wales and Northern Ireland.

### **Usual occupation**

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

### **War**

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

## Cover

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

Provided that:

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

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

## Additional covers

### **1. Disappearance**

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

### **2. Exposure**

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

### **3. Funeral costs**

If a payment is made under benefit 1 **we** will pay **you** up to £5,000 for reasonable funeral expenses. **We** will not be liable for more than the **event aggregate limit** stated in special provision 2.

#### 4. Hijack or kidnap

If a **person insured** is the victim of *hijack* 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 *hijack* 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 insured person maximum benefit

The maximum payable under this section is as follows:

Maximum benefit any one <b>person insured</b> Benefits 1 to 4	As stated in the schedule
Maximum benefit any one <b>person insured</b> Benefit 5	As stated in the schedule
Maximum benefit any one <b>person insured</b> Benefit 6	As stated in the schedule

### 2. Event aggregate limitation

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

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

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

The maximum payable under this section is as follows:

<i>Multi-engined aeroplane limit</i>	£1,000,000
<i>Other forms of aerial transport limit</i>	£500,000

Provided that if the total amount of any claims for *bodily injury* arising out of any one *event* involving the same:

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

## Special conditions

### 1. Interest

No sum payable under Section L will carry interest.

### 2. Reasonable care

You and any **person insured** will exercise reasonable care to avoid or diminish any loss or any circumstances likely to give rise to a claim under this section.

### 3. Third party rights

A person who is not a party to this contract including specifically a **person insured** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

## Special claims condition

### 1. Claims notification

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

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

- b) as often as may be reasonably required provide a statutory declaration sworn before a solicitor, justice of the peace or notary public named by **us** on any matters connected with a claim at a reasonable time and place as **we** may designate.

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

**We** reserve the right to:

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

# Section M – Terrorism

This section is only operative if stated in the schedule.

## Special definitions

### *Computer system*

A computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

### *Data*

Data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

### *Denial of service attack*

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer systems**.

**Denial of service attacks** include but are not limited to the generation of excess traffic into the network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**.

### *Hacking*

Unauthorised access to any **computer system** whether your property or not.

### *Phishing*

Any access or attempted access to **data** 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**.

### *Virus or similar mechanism*

Program code, programming instruction or any set of instructions intentionally constructed with the ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor **computer systems, data** or operations, whether involving self-replication or not.

**Virus or similar mechanism** includes but is not limited to Trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

## Sub-section M1 – Certified terrorism

In the event that:

- a) 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**; or
- b) 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

**we** will pay you the amount of the loss in respect of:

- i) **damage** to property insured under Sections A, C, D, H and I
- ii) **business interruption** insured under Section B

caused by or arising from **terrorism**.

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

Provided that:

- 1) the **damage** and/or **business interruption** occurs in England, Wales or Scotland but not the territorial seas adjacent to them as defined by the Territorial Sea Act 1987 and not Northern Ireland, the Channel Islands or the Isle of Man
- 2) in any action, suit or other proceedings where **we** allege that any **damage** or **business interruption** is not covered under Sub-section M1 the burden of proving that the **damage** or **business interruption** is covered will fall upon you.

Excluding:

A) 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:
  - i) damage to or the destruction of any **computer system**; or
  - ii) any alteration, modification, distortion, erasure or corruption of **data**

in each case whether **your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism, hacking, phishing or denial of service attack**

Proviso to exclusion A) b)

save that **covered loss** otherwise falling within this exclusion A) b) will not be treated as excluded by exclusion

A) b) solely to the extent that such **covered loss**:

- i) results directly (or, solely as regards ii) 3) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any **computer system**; and
- ii) comprises:
  - 1) the cost of reinstatement, replacement or repair in respect of damage to or destruction of **property** insured; or
  - 2) the amount of business interruption loss suffered directly by **you** by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either damage to or destruction of **property** insured or as a direct result of denial, prevention or hindrance of access to or use of the **property** insured by reason of **terrorism** causing damage to other **property** within one mile of the **property** insured to which access is affected; or
  - 3) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of **property** and any additional costs or charges reasonably and necessarily paid by **you** to avoid or diminish such loss

and

iii) is not caused by or arising from **terrorism** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any **de jure or de facto** government of any nation, country or state

iv) for the purposes of this Proviso

1) the meaning of '**property**' shall exclude:

A) any money (including **money**), currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever; and

B) any **data**

2) '**Covered loss**' means all losses arising as a result of damage to or the destruction of **property** insured caused by or arising from **terrorism**

v) notwithstanding the exclusion of **data** from **property**, to the extent that damage to or destruction of **property** within the meaning of sub-paragraph ii) above indirectly results from any alteration, modification, distortion, erasure or corruption of **data**, because the occurrence of one or more of the matters referred to in sub-paragraph i) above results directly or indirectly from any alteration, modification, distortion, erasure or corruption of **data**, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such **property** and otherwise falling within sub-paragraphs i) and ii) 1) or 2) nor any loss, cost or charges otherwise falling within sub-paragraphs i) and ii) 3) above from being recoverable under this section.

In no other circumstances than the previous sentence, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of **data** be recoverable under this section

B) any type of property which has been specifically excluded under Sections A, B, C, D, H or I of this policy

C) any **nuclear installation** or **nuclear reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve the **nuclear installation** or **nuclear reactor**.

Save for the exclusions listed above no other exclusions applicable to Sections A, B, C, D, H and I will apply to the insurance under Sub-section M1. 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 Sub-section M1 except for:

a) any Long Term Agreement applying to this policy

b) any terms which provide for adjustments of premium based upon declarations on expiry or during the period of insurance

c) any extension of **premises** to locations outside England and Wales and Scotland.

## Sub-section M2 – Uncertified terrorism

In the event that:

a) Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence to have been **terrorism**; and

b) the refusal is upheld by the decision of a validly constituted tribunal

General exclusion 5 of this policy will not apply to Sections A, B, C, D, H or I in respect of the event or occurrence.

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

Provided that:

i) the event or occurrence and the **damage** to property insured and/or **business interruption** that result from it occurs in England, Wales or Scotland but not the territorial seas adjacent to them as defined by the Territorial Sea Act 1987 and not Northern Ireland, the Channel Islands or the Isle of Man

ii) other than to the extent they are altered by proviso i) of Sub-section M2 all the terms, definitions, exclusions (except General exclusion 5), provisions and conditions applicable to Sections A, B, C, D, H and I will apply to Sub-section M2.

# General exclusions

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

This policy does not cover:

## 1. Date related performance and functionality

### Not applicable to Personal Injury under Section C – Money

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

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

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

## 2. Electronic risks

### Applicable to Sections A – Material damage, B – Business interruption and book debts, D – Deterioration of stock and I – Specified items 'all risks' only

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

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

## 3. Northern Ireland civil commotion

### Applicable to Sections A – Material damage, B – Business interruption and book debts, D – Deterioration of stock and I – Specified items 'all risks' only

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

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

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

Applicable to Sections A – Material damage, B – Business interruption and book debts, C – Money, D – Deterioration of stock, H – Goods in transit and I – Specified items 'all risks' only

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

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

# General conditions

The following conditions apply to the whole policy except Section J – Legal expenses unless stated otherwise below. Other special conditions that may be applicable to a section of cover will be set out in the section of cover.

## 1. Alteration

**You** must notify **us** as soon as possible during the period of insurance if there is any change in circumstances which materially 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** may no longer be able to provide **you** with cover.

If **you** do not notify **us** of any such change this policy may be affected in one or more of the following ways depending on what **we** would have done had **we** known about the change in circumstances:

- a) if **we** would not have continued to provide **you** with any cover **we** may treat this policy as if it did not exist from the date of the change in circumstances; or
- b) if **we** would have applied different terms to the cover **we** may treat this policy as if those different terms applied from the date of the change in circumstances; and/or
- c) 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.

**You** should keep a record (including copies of letters) of all information supplied to **us** in connection with this insurance.

## 2. Arbitration

If **we** admit liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law at the time. **You** may not take any legal action against **us** over the dispute prior to the arbitrator having reached a decision.

## 3. Cancellation

If **you** decide **you** do not want to accept this policy or any subsequent renewal of it please tell **us** (or your broker or insurance intermediary) within 14 days of receiving this policy or renewal notice. **We** will charge **you** on a pro rata basis for the time **we** have been on cover subject to a minimum premium of £50 plus insurance premium tax (IPT).

If this policy is cancelled at any other time **we** will charge **you** on a pro rata basis for the time **we** have been on cover subject to a minimum premium of £50 plus insurance premium tax (IPT).

**We** will not refund any premium if **we** have paid a claim or one is outstanding when the policy is cancelled. Where a claim is submitted after the policy has been cancelled **we** will deduct the amount of any premium returned to **you** following the cancellation from any claim payment we may make to **you**. If **you** are paying by instalments and **you** have made a claim **you** must still pay **us** the balance of the full annual premium. If **you** do not do this **we** may take the balance of any outstanding premium from any claim payment **we** are making to **you** subject to the Consumer Credit Act 1974 if it applies.

## 4. Cancellation notice

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

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

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

## 5. 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.

## 6. 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:
- disclose to **us** all material facts in a clear and accessible manner; and
  - not misrepresent any material facts.
- b) If **you** do not comply with clause a) of this condition and the non-disclosure or misrepresentation by **you** is proven by **us** to be deliberate or reckless **we** may from the relevant date specified in clause d):
- treat this policy as if it had not existed; and
  - not return the premium paid by **you**.
- c) If **you** do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless the cover, meaning this policy or the changes made to it, may be affected from the relevant date in clause d) 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:
- if **we** would not have provided **you** with the cover **we** will have the option to treat the cover as if it had not existed and repay the premium paid for such cover; or
  - 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; and/or
  - 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) Clauses b) and c) apply with effect from inception, renewal or the date of the changes, depending on when the non-compliance occurred. **We** may also recover any claims payments which have already been made to the extent that the cover under which such payments were made is being treated as if it did not exist or as if it had been subject to different terms under which the claim would not have been payable.
- e) 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.

## 7. Fraudulent claims

If **you** or anyone acting on **your** behalf:

- makes a fraudulent or exaggerated claim under this policy; or
- 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
- makes a false statement in support of a claim whether or not the claim is itself genuine; or
- 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
- 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
- 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.

## **8. 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.

## **9. Payment by instalments**

Reference to the payment of premium includes payment by monthly instalments. If **you** pay by this method this policy remains an annual contract and the date of the payment and the amount of instalments 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 applicable the credit agreement and this policy will be cancelled immediately.

## **10. Premium adjustments**

**Applicable to the whole policy including Section J – Legal expenses**

If any changes are made to the policy during the period of insurance that result in an additional or return premium of less than £100 plus insurance premium tax then this premium adjustment will not be charged or refunded (£50 plus insurance premium tax in respect of terrorism changes).

## **11. Reasonable care**

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

## **12. Sanctions**

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

# Claims conditions

The following conditions apply to the whole policy except Section J – Legal expenses unless stated otherwise below.

## 1. Claim notification

Upon learning of any circumstances likely to give rise to a claim **you** must:

- a) tell **us** as soon as reasonably possible and give **us** any assistance **we** may reasonably require
- b) as soon as is reasonably possible tell the police if the **damage** is by theft or attempted theft or by riot or civil labour or political disturbances or vandals or malicious people
- c) immediately send to **us** any writ or summons issued against **you**
- d) supply at **your** own expense full details of the claim in writing including any supporting evidence and information that **we** require within the following periods:
  - i) seven days for **damage** by riot or civil, labour or political disturbances or vandals or malicious people
  - ii) 30 days after the expiry of the *indemnity period* under Section B
  - iii) 30 days after any other **damage**, interruption or **bodily injury**
- e) take action to minimise the **damage** and to avoid interruption or interference with the **business** and to prevent further injury or **damage**.

## 2. Claim settlement

**We** will have the right to settle a claim by:

- a) the payment of money
- b) reinstatement or replacement of the property lost or damaged
- c) repair of the property lost or damaged.

If **we** decide upon reinstatement, replacement or repair **we** will do so in a reasonable manner but not necessarily to its exact previous condition or appearance. **We** will not spend on any one item more than its sum insured.

## 3. Negotiation or settlement

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

## 4. Other insurance

If at the time of any occurrence giving rise to a claim there is any other insurance effected by **you** or on **your** behalf providing an indemnity in respect of such claim **our** liability will be limited to its rateable proportion. If any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this policy in whole or in part or from contributing proportionally **our** liability under this policy will be limited to any excess beyond the amount which would be payable under such other insurance had this policy not been effected.

## 5. Right of entry

**We** have the right to enter the **buildings** where the **damage** has happened and to take and keep any of the property insured and to deal with salvage in a reasonable manner.

## 6. Salvage

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

## 7. Section A – Material damage and Section I – Specified items 'all risks' reinstatement

- a) In respect of each item on **buildings, contents** and Section I – Specified items 'all risks' **we** will pay the cost of **reinstatement** of the **damaged** part of the property insured.

Provided that:

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

Where provisos i), ii) or iii) are not complied with **we** will pay **you** the lesser of:

- 1) the amount of reduction in value of the property insured caused by its **damage** after deducting for wear and tear occurring before the **damage**
  - 2) the cost for which repairs could have been completed.
- b) In respect of each item of **stock we** will pay the amount of reduction in value caused by its **damage**.

The amount **we** pay will be adjusted for the **excess**.

#### **8. Subrogation rights**

**We** are entitled to:

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

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