

Policy document

Office

a warm welcome to Zurich

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

As one of the largest general insurers in the UK, we have a wealth of expertise and experience backed up by the global strength of the Zurich Financial Services Group. Zurich is renowned for innovation and customer dedication – our experts are constantly reviewing how we can update and improve our products and services for you.

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

www.zurich.co.uk

Contents

4	Meaning of words
	Section A
6	Buildings
6	Rent
7	Glass
7	Sanitaryware
7	Property owners Liability
8	Settling claims
8	Additional costs
8	Automatic reinstatement of the sum insured
8	Index linking
9	Selling your Buildings
	Section B
10	Contents
11	Additional costs
11	Property temporarily removed
11	Theft of keys
11	Loss of metered water
11	Trace and access
11	Debris removal costs
12	Settling claims
12	Automatic reinstatement of the sum insured
12	Index linking
13	Glass
13	Sanitaryware
13	Rent
13	Money
15	Malicious Attack
16	Employers' Liability
18	Public Liability
23	Tenant's Liability
	Section C
24	Business interruption
	Section D
28	Book debts
	Section E
30	Fidelity
	Section F
32	Personal accident
	Section G
34	Legal expenses
46	Endorsements
47	General conditions
48	Claims conditions
49	General exclusions
54	Complaints procedure

office policy

The policy, insurance agreement, schedule and any endorsements should be read as if they were one document.

The policy is a contract between *you* and *us*. *You* have made to *us* a proposal, which is the basis of and forms part of the contract.

We will insure *you* under those sections shown in the schedule during any Period of Insurance for which *we* have accepted *your* premium provided all the terms and conditions of the policy are kept.

Law applicable to the contract

UK law allows both *you* and *us* to choose the law applicable to the contract. The contract will be subject to the relevant law of the United Kingdom, the Isle of Man or the Channel Islands relating to *your* address as shown in the schedule. If there is any dispute as to which law applies it shall be English law.

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

For and on behalf of Zurich Insurance Company.



Ian Stuart
Chief Executive

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

Please read the policy, insurance agreement and schedule carefully.

If they do not meet *your* needs return them to *us* or *your* insurance intermediary.

How we will use your data

Zurich Insurance Company holds data in accordance with the Data Protection Act 1998. It may be necessary for *us* to pass data to other organisations that supply products and services associated with this contract of insurance. In order to verify information, or to prevent and detect fraud, *we* may share information *you* give *us* with other organisations and public bodies, including the Police, accessing and updating various databases. If *you* give us false or inaccurate information and *we* suspect fraud, *we* will record this and the information will be available to other organisations that have access to the database(s). *We* can supply details of the databases *we* access or contribute to, on request.

meaning of words

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

Buildings

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

- a) the office and residential accommodation and any outbuildings used in connection with the *business* or for domestic purposes
- b) landlord's fixtures and fittings
- c) underground pipes and cables for which *you* are responsible.

Business

The business shown in the schedule including:

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

Consequential Loss

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

Damage

Loss or damage.

Employee (This meaning does not apply to section E)

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

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

Excess

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

Premises

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

We, Us or Our (This meaning does not apply to section G).

Zurich Insurance Company.

You or Your

The person, people or the company shown in the schedule as the Insured.

section A – buildings

Property Insured

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

Meaning of words

Average

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

Other words with special meanings in this section are defined on pages 4 and 5. They are: *buildings, business, damage, employee, excess, premises, we, us, our, you, your.*

The cover

	What is insured	What is not insured
Buildings	<p>1 The <i>buildings</i> are insured against <i>damage</i>.</p>	<p><i>Your</i> attention is drawn to the Conditions and Exclusions detailed on pages 47-53 of the policy.</p>
Rent	<p>2 If the <i>building</i> is made uninhabitable by <i>damage</i> which is insured by this section, <i>we</i> will pay for loss of rent, until the <i>building</i> is repaired or reinstated.</p> <p>The most <i>we</i> will pay is 15% of the sum insured by section A on the damaged <i>building</i> as specified in the schedule. The work of repair or reinstatement must be done without delay.</p>	

	What is insured	What is not insured
Glass	<p>3 Accidental breakage of fixed glass at the <i>premises</i> for which <i>you</i> are responsible. The most <i>we</i> will pay is the cost of replacing broken glass with glass of similar quality or as otherwise recommended by the British Standard Code of Practice BS6262. <i>We</i> will also pay for the cost of boarding up until the broken glass is replaced.</p>	<p>Breakage of cracked or scratched glass.</p> <p><i>Damage</i> resulting from repairs or alterations to the <i>premises</i>.</p>
Sanitaryware	<p>4 Accidental breakage of fixed sanitaryware at the <i>premises</i> for which <i>you</i> are responsible.</p>	<p><i>Damage</i> resulting from repairs or alterations to the <i>premises</i>.</p>
Property Owners Liability	<p>5 Any amounts which <i>you</i>, as owner of the <i>premises</i> become legally liable to pay as compensation for accidental death of or accidental personal injury to any person or accidental <i>damage</i> to material property, occurring during the Period of Insurance.</p> <p><i>Your</i> legal liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any <i>premises</i> which have been disposed of by <i>you</i>. Provided that <i>you</i> have no other more specific insurance in force.</p> <p>The most <i>we</i> will pay for all claims made for any one occurrence or all occurrences of a series arising out of one original cause is £2,000,000. <i>We</i> will also pay legal costs awarded to any claimant or incurred in defending any claim that is contested with <i>our</i> consent.</p>	<p>Any liability:</p> <ul style="list-style-type: none"> • arising from an agreement which imposes a liability which <i>you</i> would not otherwise have been under • arising from the occupation of the <i>premises</i> • for <i>damage</i> to property owned or held in trust by <i>you</i> or <i>your</i> custody or control • for bodily injury or disease sustained by any <i>employee</i> • for the cost of remedying any defect or alleged defect in the <i>premises</i>.

Settling Claims	<p>We will pay the full cost of repair or reinstatement of the damaged part of the <i>buildings</i> provided that the work is done without delay or at <i>our</i> option <i>we</i> will arrange for the work to be carried out. However, <i>we</i> will take off an amount for wear and tear if the <i>buildings</i> are in a poor state of repair or decoration.</p> <p>We will not pay for repair or reinstatement to a condition better or more extensive than the condition of the <i>buildings</i> when new.</p>
Average	The sum insured under each <i>building</i> is separately subject to <i>average</i> .
Additional costs	<p>We will pay the necessary and reasonable expenses that <i>you</i> incur in repairing or reinstating the <i>buildings</i> following <i>damage</i> insured under this section, namely:</p> <ul style="list-style-type: none"> • fees to architects, surveyors, consulting engineers and others • the cost of clearing the site and making it and the <i>premises</i> safe • the cost of complying with any government or local authority requirement following <i>damage</i> unless <i>you</i> were given notice of the requirement before the <i>damage</i>. <p>We will not pay:</p> <ul style="list-style-type: none"> • fees for preparing a claim under this section • for the cost of undamaged parts of the <i>buildings</i> (except the foundations of the damaged parts) • the cost of work stipulated in any notice already served upon <i>you</i> • for costs or expenses incurred in removing debris other than from the <i>premises</i> and the area immediately adjacent • for costs or expenses arising from pollution or contamination of property not insured by this policy.
Limits	The most <i>we</i> will pay for <i>damage</i> to the <i>buildings</i> , including additional costs, is the sum insured under section A.
Automatic reinstatement of the sum insured	<p>We will automatically reinstate the sum insured upon notification of a claim to <i>us</i> unless <i>we</i> give <i>you</i> written notice to the contrary.</p> <p>Provided that <i>you</i>:</p> <ul style="list-style-type: none"> • pay the appropriate additional premium • take immediate steps to carry out any amendments in the protection of the <i>premises</i> that <i>we</i> may require. <p>The most <i>we</i> will reinstate in any one Period of Insurance is the sum insured.</p>
Index linking	<p>(This will only apply if shown in the schedule).</p> <p>We will automatically adjust the sum insured in line with changes in suitable indices of cost. This adjustment will continue after any insured <i>damage</i> if the repairs or reinstatement are done without delay.</p> <p>We will not charge any extra premium during the Period of Insurance but at the end of the period <i>we</i> will work out the renewal premium on the revised sum insured.</p>

Selling your buildings

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

Excess

You will be responsible under this section for:

- i) the first £250 of any claim for *damage* to material property arising out of any one incident of *damage* unless caused by subsidence, ground heave or landslip
- ii) the first £1,000 of any claim for *damage* to material property arising out of any one incident of *damage* caused by subsidence, ground heave or landslip.

Special Exclusion applying to section A

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

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

Your attention is drawn to the Conditions and Exclusions detailed on pages 47-53 of the policy.

section B – contents

Meaning of words

Contents

- 1 Office contents including:
 - fixtures, fittings and external signs
 - telephone and telex installations
 - *your* personal belongings or those of *your employees*, directors or visitors. The most *we* will pay is £500 any one person
 - 2 Tenant's improvements and decorations
 - 3 Trade samples and goods held in trust
- all contained in the *buildings* and belonging to *you* or for which *you* are responsible.

The following property is not included as *contents*:

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

Average

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

Other words with special meanings in this section are defined on pages 4 and 5. They are: *buildings, business, damage, employee, excess, premises, we, us, our, you, your.*

The cover

What is insured

Contents

- 1 *Damage*:
 - to the *contents*
 - to the *buildings* by theft or attempted theft for which *you* are responsible.

What is not insured

Your attention is drawn to the Conditions and Exclusions detailed on pages 47-53 of the policy.

Additional costs

Property temporarily removed	<p>We will pay for <i>damage</i> to:</p> <ul style="list-style-type: none">• office equipment belonging to <i>you</i> or for which <i>you</i> are responsible whilst at exhibitions within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland. The most <i>we</i> will pay is £2,500• <i>contents</i> belonging to <i>you</i> or for which <i>you</i> are responsible within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland. The most <i>we</i> will pay is £1,000• plans, designs, deeds, briefs, non-negotiable documents, manuscripts, business books, office and computer systems records belonging to <i>you</i> or for which <i>you</i> are responsible within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland including whilst in the post. The most <i>we</i> will pay is 15% of the sum insured by item 1 of section B as specified in the schedule or £1,000 whichever is the less.
Theft of keys	<p>We will pay for the necessary replacement of locks following the loss of keys to the <i>buildings</i> or to any safe or strongroom in the <i>buildings</i> by theft from:</p> <ul style="list-style-type: none">• the <i>buildings</i>• the home of any <i>employee</i> or director. <p>Provided that if the keys are to a safe, they are not left in the <i>buildings</i> overnight.</p> <p>The most <i>we</i> will pay is £1,000.</p>
Loss of metered water	<p>We will pay for excess water charges demanded from <i>you</i> by the water supply authority following loss of metered water as a result of <i>damage</i> insured by this section to fixed water pipes, tanks and apparatus.</p> <p>The most <i>we</i> will pay is £2,500.</p>
Trace and access	<p>In the event of <i>damage</i> as insured by this section caused by the escape of water from fixed water apparatus or the leakage of fuel oil used solely for domestic purposes <i>we</i> will also pay for:</p> <ul style="list-style-type: none">• costs and expenses incurred in locating the source of the <i>damage</i>• costs and expenses incurred in repairing any <i>damage</i> caused in locating the source of the <i>damage</i>. <p>The most <i>we</i> will pay is £2,500.</p>
Debris removal costs	<p>We will pay for costs and expenses incurred for removing debris of the <i>contents</i> following <i>damage</i> which is insured by this section.</p> <p>We will not pay for:</p> <ul style="list-style-type: none">• costs or expenses incurred in removing debris other than from the <i>premises</i> and the area immediately adjacent• costs or expenses arising from pollution or contamination of property not insured by this policy.

Settling claims	<p>In the event of <i>damage</i> which is insured by this section to the property insured:</p> <ul style="list-style-type: none"> • by item 1 of section B as specified in the schedule <i>we</i> will pay the full cost of repair or reinstatement of the property to a condition equal to but not better than its condition when new, provided that the cost is incurred. <i>We</i> will not pay any cost in connection with producing information to be recorded in documents, manuscripts, business books or computer systems records • by item 2 of section B as specified in the schedule <i>we</i> will pay the full cost of repair or reinstatement of the property to a condition equal to but not better than its condition when new, provided that the cost is incurred. If the property has not been maintained in good repair <i>we</i> will make a deduction for deterioration • by item 3 of section B as specified in the schedule <i>we</i> will indemnify <i>you</i> either by payment, repair or at <i>our</i> option, reinstatement.
Average	The sums insured by this section are subject to <i>average</i> .
Limits	The most <i>we</i> will pay under any item is the sum insured applicable to that item.
Automatic reinstatement of the sum insured	<p><i>We</i> will automatically reinstate the sum insured upon notification of a claim to <i>us</i> unless <i>we</i> give written notice to the contrary.</p> <p>Provided that:</p> <ul style="list-style-type: none"> • <i>you</i> pay the appropriate additional premium • <i>you</i> take immediate steps to carry out any amendments in the protections of the <i>premises</i> that <i>we</i> may require. <p>The most <i>we</i> will reinstate in any one Period of Insurance is the sum insured.</p>
Index linking	<p>(This will only apply if shown in the schedule)</p> <p><i>We</i> will automatically adjust the sums insured under section B in line with changes in suitable indices of cost.</p> <p>These adjustments will continue after any insured <i>damage</i> if the repairs or reinstatement are done without delay.</p> <p><i>We</i> will not charge any extra premium during the Period of Insurance, but at the end of the period <i>we</i> will work out the renewal premium on the revised sums insured.</p>

Additional Cover

	What is insured	What is not insured
Glass	<p>2 Accidental breakage of fixed glass for which <i>you</i> are responsible at the <i>premises</i>. The most <i>we</i> will pay is the cost of replacing broken glass with glass of similar quality or as otherwise recommended by the British Standard Code of Practice BS6262.</p> <p><i>We</i> will also pay for the cost of boarding up until the broken glass is replaced.</p>	<p>Breakage of cracked or scratched glass.</p> <p><i>Damage</i> resulting from repairs or alterations to the <i>premises</i>.</p>
Sanitaryware	<p>3 Accidental breakage of fixed sanitaryware.</p>	<p><i>Damage</i> resulting from repairs or alterations to the <i>premises</i>.</p>
Rent	<p>4 If the <i>building</i> is made uninhabitable by <i>damage</i> which is insured by this section, <i>we</i> will pay for rent that <i>you</i> are liable to pay until the <i>building</i> is repaired or reinstated.</p> <p>The most <i>we</i> will pay is 25% of the sum insured by item 1 of section B as specified in the schedule as applying to the damaged <i>building</i>.</p>	
Money	<p>5 Meaning of words</p>	

Money

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

Business Hours

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

What is insured

Physical *damage* to:

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

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

Provided that:

- a) whenever the *buildings* are unattended any safe containing *money* is securely locked and all keys to that safe are removed from the *premises* or kept on *your* person or that of one of *your employees*
- b) *you* keep a complete record of *money* in transit and on *your premises* and deposit that record in a secure place other than a safe or strongroom containing *money*
- c) where *money* in transit insured by item (i) exceeds:
 - £2,000 it must be accompanied by at least two able bodied adults.
 - £4,000 it must be accompanied by at least three able bodied adults.

The most *we* will pay is listed as follows:

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

For *money* in any other form:

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

What is not insured

Loss from any unattended road vehicle.

Damage caused by or due to:

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

- Malicious Attack** 6 We will pay the sum or sums set out in the Table of Benefits shown below if *you* or any *employee* sustain bodily injury by violent, external and visible means as a result of malicious attack by anyone stealing or attempting to steal *money* or *contents*.
 Provided that:
- *you* or any *employee* are engaged on *your business* at the time of the attack
 - the *money* or *contents* are insured under the policy
 - under benefit E *we* will not pay the benefit for more than 104 weeks
 - *we* will only pay a benefit if death or disablement occurs within twelve months of the date of injury
 - if *we* are satisfied that disability under benefit E is permanent, benefit D shall become payable when benefit E is exhausted. Except for this, *we* will not pay more than one benefit for the same accident
 - *we* will not pay for more than one benefit for the same period of time
 - no benefit shall be paid until its entire amount has been agreed.

Table of Benefits

If physical injury is the only and direct cause of:

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

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

Special Exclusion applying to section B 1-6

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

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

Employers' Liability	What is insured	What is not insured
	<p data-bbox="416 510 903 678">7 <i>Your</i> legal liability for bodily injury or disease sustained by any <i>employee</i> which arises out of and in the course of his employment by <i>you</i> in connection with <i>your business</i>.</p> <p data-bbox="472 696 608 723"><i>We</i> will pay:</p> <ul data-bbox="472 730 903 992" style="list-style-type: none"> • all sums <i>you</i> become legally liable to pay for any claim for damages settled or defended with <i>our</i> consent • claimant's costs and expenses • all costs and expenses <i>you</i> incur with <i>our</i> consent in defending any claim for damages. <p data-bbox="472 1010 855 1070">Provided that the bodily injury or disease is caused:</p> <ul data-bbox="472 1077 903 1339" style="list-style-type: none"> • during any Period of Insurance • within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands or to <i>employees</i> employed in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and temporarily engaged elsewhere. 	<p data-bbox="954 510 1102 537">Any liability:</p> <ul data-bbox="954 544 1447 1312" style="list-style-type: none"> • for bodily injury or disease sustained by any <i>employee</i>: <ul data-bbox="1010 611 1447 808" style="list-style-type: none"> i) on any offshore installation or support or accommodation vessel for any offshore installation or ii) in transit to from or between any offshore installation or support or accommodation vessel • for which compulsory motor insurance or security is required under either of the following: <ul data-bbox="1010 913 1447 1245" style="list-style-type: none"> i) the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 ii) the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 <p data-bbox="1010 1245 1366 1312">or any other Compulsory Road Traffic Legislation.</p>
Limit of Liability	<p data-bbox="416 1384 1447 1451">The most <i>we</i> will pay is £10,000,000 for any one claim against <i>you</i> or by <i>you</i> or series of claims against <i>you</i> or by <i>you</i> arising out of one cause.</p> <p data-bbox="416 1469 799 1496">The amount shall be inclusive of:</p> <ul data-bbox="416 1503 1334 1570" style="list-style-type: none"> i) all legal costs and other expenses incurred by any claimant or claimants ii) all legal costs and other expenses incurred in defending any claim or claims. <p data-bbox="416 1585 1447 1680">Where <i>we</i> agree to indemnify more than one party then nothing in this Policy shall increase <i>our</i> liability to pay any amount in respect of one claim or series of claims in excess of the amount stated above.</p>	

What is insured

What is not insured

Extensions to the Employers' Liability cover

Unsatisfied Court Judgements

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

Provided that:

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

Court Attendance Expenses

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

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

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

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

Public Liability

What is insured

- 8 *Your* legal liability for:
- accidental death of or accidental personal injury to any person
 - accidental *damage* to material property
 - accidental obstruction, accidental trespass, accidental nuisance or accidental interference with pedestrian, road, rail, air or waterborne traffic

occurring during any Period of Insurance within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with *your business*.

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

What is not insured

Any liability:

- for bodily injury or disease sustained by any *employee* arising out of and in the course of his employment by *you* in connection with *your business*
 - arising from professional advice given by *you* for a fee or in circumstances where a fee would normally be charged
 - arising from treatment or the dispensing of medicines or drugs
 - arising from any commodities or goods sold, supplied, hired out, constructed, erected, installed, repaired, serviced or processed by or on behalf of *you*.
- This shall not apply to food or drinks sold or supplied by *you* for consumption on *your premises*.
- arising from ownership of the *premises*
 - for *damage* to property which belongs to *you* or is held in trust by *you* or borrowed, rented, leased or hired for use by *you*.

This shall not apply to:

- i) personal property (including vehicles and contents) of *your employees*, directors or visitors
 - ii) buildings or their contents temporarily occupied by *you* for the purpose of carrying out work
 - iii) premises rented, hired, leased or lent to *you* unless the liability attaches solely because of a contract or agreement
- for *damage* to that part of any property upon which *you* or *your* servant or agent has been working, where the *damage* is a direct result of such work
 - arising out of programming or for loss of information or the provision of wrong information on in or from computer disks, tapes or other data recording equipment

What is insured

What is not insured

- for liquidated damages, fines or penalties which attach solely because of a contract or agreement
- arising from the ownership, possession or use of any mechanically propelled vehicle or mobile plant by *you* or on *your* behalf:
 - i) which is licensed for road use
 - ii) for which compulsory motor insurance or security is required
 - iii) which is more specifically insured.

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

- arising from the ownership, possession or use by *you* or on *your* behalf of:
 - i) craft designed to travel through air or space
 - ii) hovercraft or watercraft.
-

Limit of Liability

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

Extensions to the Public Liability cover

Public Liability during visits abroad

The Public Liability cover applies to non manual work carried out during temporary visits anywhere in the world in connection with *your business* by *you*, any *employee* or director normally resident in and travelling from Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man.

	What is insured	What is not insured
Personal Liability during visits abroad	<p>The personal liability of:</p> <ul style="list-style-type: none"> • <i>you</i> • any <i>employee</i> or director • the family of any <i>employee</i> or director while accompanying such a person during temporary visits anywhere in the world in connection with <i>your business</i>. <p>Provided that such persons listed above shall keep to the terms, exclusions and conditions of this policy as they apply to the Public Liability cover.</p>	<p>Any liability:</p> <ul style="list-style-type: none"> • arising from any contract or agreement which imposes a liability that would not otherwise have attached • arising from the ownership or occupation of any land or buildings • arising from the carrying on of any trade or profession • arising from the ownership, possession or use of: <ul style="list-style-type: none"> i) firearms other than sporting guns ii) mechanically propelled vehicles iii) craft designed to travel through air and space iv) hovercraft or watercraft v) animals of dangerous species • arising from <i>damage</i> to property owned or held in trust by: <ul style="list-style-type: none"> i) <i>you</i> ii) any <i>employee</i> or director iii) the family of any <i>employee</i> or director • for accidental death of or accidental illness of or personal injury to any member of the family of any <i>employee</i> or director or to any employee of any director or <i>employee</i>.
Cross Liabilities	<p>Where this policy is in the joint names of more than one party <i>we</i> will deal with any claim as though a separate policy had been issued to each of them.</p>	
Data Protection Act	<p><i>We</i> will pay all sums <i>you</i> become legally liable to pay under Section 13 of the Data Protection Act 1998 in connection with personal data held by <i>you</i>.</p>	<p>Fines or penalties. The cost of replacing, reinstating, rectifying or erasing any personal data.</p>

**Motor
Contingent
Liability**

What is insured

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

- accidental death of or accidental personal injury to any person
- accidental *damage* to material property arising out of the use of any motor vehicle being used in connection with *your business*.

What is not insured

Any liability:

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

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

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

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

Liability arising from Pollution or Contamination is not insured unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

The most *we* will pay for all claims arising from Pollution or Contamination which is deemed to have occurred during the Period of Insurance is £2,000,000. Provided that the most *we* will pay will not increase and *we* will not pay more than the limit stated under No. 8 Public Liability.

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

- i) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- ii) all damage or personal injury directly or indirectly caused by such pollution or contamination.

	What is insured	What is not insured
Additional Benefit	<p>Extensions to the Employers' Liability and Public Liability cover</p> <p>We will pay the costs incurred with <i>our</i> consent for:</p> <ol style="list-style-type: none"> i) representation at any Coroner's Inquest or Fatal Enquiry in respect of any death ii) defending in any Court of Summary Jurisdiction any proceedings in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this section. 	
Indemnity to Directors and Employees	<p>If the following people have a claim made against them for which <i>you</i> would be insured by this section, <i>we</i> will pay for any amounts for which they are legally liable:</p> <ul style="list-style-type: none"> • any director or <i>employee</i> • any officer, member or <i>employee</i> of <i>your</i> social, sports or welfare organisations or first aid or medical arrangements (but excluding medical practitioners) fire or ambulance services. <p>Provided that:</p> <ul style="list-style-type: none"> • <i>you</i> request <i>us</i> to do so • such people shall keep to the terms, exclusions and conditions of this policy. 	
Indemnity to Principal	<p>In the event of any claim for which <i>you</i> would be entitled to receive indemnity under No.7 of section B – Employers' Liability or No.8 of section B – Public Liability being brought or made against any Public or Local Authority or other Principal <i>we</i> will indemnify the said Public or Local Authority or other Principal against such claim and/or any costs, charges and expenses for such claim. Provided that <i>we</i> shall not be liable unless <i>we</i> have sole conduct and control of all claims made under this extension.</p>	

Health and Safety at Work Act 1974

What is insured

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

Provided that the breach was committed or alleged to have been committed during the Period of Insurance.

What is not insured

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

This extension shall not apply:

- i) where proceedings relate to any deliberate or intentional act or omission
 - ii) to fines or penalties of any kind.
-

Private Work

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

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

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

Tenant's Liability

9 (This does not apply if *you* are the owner of the *buildings*).

Your legal liability as tenant for:

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

The most *we* will pay is 10% of the sum insured by item 1 of section B.

Excess

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

Your attention is drawn to the Conditions and Exclusions detailed on pages 47-53 of the policy.

section C – business interruption

Meaning of Words

Income

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

Extra expenses

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

- removal to and from temporary premises
- increase in rent, rates and taxes
- salaries of additional *employees* and overtime payments
- re-constitution of documents, manuscripts, business books, records and computer systems records but not the cost of the stationery or other materials.

Indemnity period

The period during which the *business* is affected by the *damage*, from the date of the *damage* until up to twelve months later.

Notifiable disease

Illness sustained by any person resulting from:

- food or drink poisoning
- any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS)), an outbreak of which the competent local authority has stipulated must be notified to them.

Average

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

Other words with special meanings in this section are defined on pages 4 and 5. They are: *buildings, business, damage, employee, premises, we, us, you, your.*

The cover

Item 1 Loss of *income* and *extra expenses*.

Item 2 *Extra expenses* only.

1 We will pay for the loss of *income* and/or *extra expenses* incurred by *you* during the *indemnity period* as a result of interruption or interference with the *business* caused by *damage* to:

- the *buildings* of the *premises* shown in the schedule
- the *contents* or glass of the *premises* shown in the schedule.

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

Settling Claims

Item 1 We will pay:

- the difference between the *income* *you* would have received during the *indemnity period* if there had been no *damage* and the *income* *you* actually received during that period
- *extra expenses* incurred during the *indemnity period*
- professional accountant's charges reasonably incurred for producing details that *we* require for any claim.

We will take into account in calculating the payment:

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

Item 2 We will pay:

- *extra expenses* incurred during the *indemnity period*
- professional accountant's charges reasonably incurred for producing details that *we* require for any claim.

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

Additional cover We will also pay for:

- | | |
|--|--|
| Documents Temporarily Removed | 2 Loss of <i>income</i> and/or <i>extra expenses</i> as insured by this section incurred by <i>you</i> during the <i>indemnity period</i> as a result of interruption or interference with the <i>business</i> caused by <i>damage</i> insured by this policy to plans, designs, deeds, briefs, non-negotiable documents, manuscripts, business books, office and computer systems records belonging to <i>you</i> or for which <i>you</i> are responsible within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland including whilst in the post. |
| Prevention of Access | 3 Loss of <i>income</i> and/or <i>extra expenses</i> as insured by this section incurred by <i>you</i> during the <i>indemnity period</i> as a result of interruption or interference with the <i>business</i> caused by <i>damage</i> insured by this policy to property in the vicinity of the <i>premises</i> which prevents or hinders the use of the <i>premises</i> or access to them. |
| Failure of Telephone Exchange Equipment | 4 Loss of <i>income</i> and/or <i>extra expenses</i> as insured by this section incurred by <i>you</i> during the <i>indemnity period</i> as a result of interruption or interference with the <i>business</i> caused by <i>damage</i> insured by this policy to equipment at the telephone exchange serving the <i>premises</i> . |
| Failure of public utilities | 5 Loss of <i>income</i> and/or <i>extra expenses</i> as insured by this section incurred by <i>you</i> during the <i>indemnity period</i> as a result of interruption or interference with the <i>business</i> caused by the accidental failure of the public supply of electricity, gas or water at the terminal point of the supply authorities' feeds to the <i>premises</i> . We will not pay for any loss arising from the deliberate act of the supply authority. |
| Disease, vermin and suicide extension | 6 Loss of <i>income</i> and/or <i>extra expenses</i> as insured by this section incurred by <i>you</i> as a result of interruption or interference with the <i>business</i> caused by:
a) an outbreak of any <i>notifiable disease</i> occurring at the <i>premises</i> or which is attributable to food and drink supplied from the <i>premises</i>
b) the discovery of vermin or pests at the <i>premises</i> which causes a competent local authority to restrict the use of the <i>premises</i>
c) closure of the <i>premises</i> by a competent local authority because of defects in the drains or other sanitary arrangements at the <i>premises</i>
d) murder or suicide occurring at the <i>premises</i> .
Provided that the beginning of the <i>indemnity period</i> will be:
i) in the case of (a) and (d), when the incident happens or is discovered
ii) in the case of (b) and (c), the date when the restrictions on the <i>premises</i> are applied
for the period specified in the <i>indemnity period</i> . |
| Limits | The most <i>we</i> will pay under Items 1 and 2, including additional covers, are the sums insured as specified in the schedule. |

Automatic reinstatement of loss

We will automatically reinstate the limit or sum insured upon notification of a claim to *us* unless *we* give written notice to the contrary. Provided that *you* pay the appropriate additional premium.

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

Special Conditions applying to section C

- 1 *We* will not pay if the *business* is permanently discontinued, wound up or carried on by a liquidator or receiver, unless *we* have agreed to do so in writing.
- 2 *You* must back up data records at least once every seven days and either:
 - a) store such records at the *premises* in a fire resisting data cabinet of at least two hours fire resistance
 - or
 - b) store such records elsewhere than at the *premises*.

Special Exclusion applying to section C

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

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

***Your* attention is drawn to the Conditions and Exclusions detailed on pages 47-53 of the policy.**

section D – book debts

Meaning of Words

Outstanding debit balances

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

Professional accountant's charges

The reasonable charges payable by *you* to *your* professional accountant for producing details that *we* require for any claim.

Other words with special meanings in this section are defined on pages 4 and 5. They are: *business, damage, premises, we, us, you, your*.

The cover

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

- i) at the *premises*
- ii) whilst temporarily removed from the *premises* and within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland including whilst in the post

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

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

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

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

Automatic reinstatement of loss *We* will automatically reinstate the sum insured upon notification of a claim to *us* unless *we* give *you* written notice to the contrary.
Provided that *you* pay the appropriate additional premium.
The most *we* will reinstate in any one Period of Insurance is the sum insured.

Special Conditions applying to section D

- 1 *We* will not pay if the *business* is permanently discontinued, wound up or carried on by a liquidator or receiver, unless *we* have agreed to do so in writing.
- 2 *You* must keep *your* books of account and other business books and records containing customers accounts in fire resisting safes or fire resisting cabinets of at least two hours fire resistance or store such records elsewhere than at the *premises*.

Special Exclusion applying to section D

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

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

Your attention is drawn to the Conditions and Exclusions detailed on pages 47-53 of the policy.

section E – fidelity

Meaning of Words

Words with special meanings in this section are defined on pages 4, 5, 10 and 13. They are: *business, contents, money, we, our, us, you, your.*

The cover

What is insured

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

Provided that:

- the loss is discovered not later than twenty-four months after the expiry of this section of the policy or the termination of the employee's service, whichever happens first
- *we* will not pay more than one claim for the same employee
- any *money* which the employee would have been entitled to receive from *you* but for the act of fraud or dishonesty will be deducted from the amount of the loss before a claim is paid under this policy
- the most *we* will pay during the whole period of this section of the policy is the limit for any one employee or any number of employees in collusion.

What is not insured

Loss by fraud or dishonesty by any employee:

- whom *you* are unable to name
- who is based outside the United Kingdom
- who is one of *your* directors holding more than 5% of *your* share capital.

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

Limit The most *we* will pay is £25,000.

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

Provided that:

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

Special Conditions

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

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

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

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

- 4 *We* shall not be liable unless:
 - i) *you* obtain written references covering the previous three years employment before engaging any employee other than school leavers and those not responsible for *money*, *contents*, book-keeping or accounts. These references must be produced in the event of a claim
 - ii) all *money* received by any employee is passed daily to *you* or to an employee authorised to receive *money* or is banked daily
 - iii) statements of account are sent at least monthly direct to all customers and are not sent by employees authorised to receive *money*
 - iv) cash book entries and other records of *money* received including computer systems records are fully checked at least monthly against:
 - a) the bank statement
 - b) receipt counterfoils
 - c) vouchers
 - d) supporting documents and cash in handindependently of the employees handling such records or *money*
 - v)
 - a) the ordering of
 - b) the certification of receipt for and
 - c) the authorisation of payment forgoods or subcontracted work are carried out by different employees acting independently
 - vi) supporting papers are checked independently of the employees who prepare cheques and any cheque for over £5,000 is signed by two people
 - vii) wages and salaries are independently checked before payment
 - viii) all books are balanced and checked by professional auditors at least annually.

Your attention is drawn to the Conditions and Exclusions detailed on pages 47-53 of the policy.

section F – personal accident

Meaning of Words

Assured

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

Usual occupation or business

The occupation of the *Assured* as stated in *your* records at the date of the injury.

Other words with special meanings in this section are defined on pages 4 and 5. They are: *business, employee, we, us, you, your.*

The cover

What is insured

- 1 Accidental bodily injury by violent, external and visible means (including exposure which results from an accident to an aircraft, vehicle or vessel in which the *Assured* is travelling,) sustained by the *Assured* during the Period of Insurance.
- 2 Disappearance of the *Assured* which after:
 - i) a reasonable time has passed
 - ii) suitable evidence has been producedsatisfies *us* that death of the *Assured* as a sole and direct result of accidental bodily injury as defined above may reasonably be presumed.
Provided that *you* agree in writing to refund *us* the benefit paid if such death is subsequently found not to have happened.

What is not insured

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

Table of Benefits

If accidental bodily injury is the only and direct cause of:		Benefit per unit
1	Death	£20,000
2	Permanent total loss of one or more limbs	£20,000
3	Permanent loss of all sight of one or both eyes	£20,000
4	Permanent total inability to attend to any occupation or business	£20,000
5	Temporary total inability to attend to the <i>usual occupation or business</i>	Normal weekly wage or salary up to £40

Limits and settling claims

- *We* will pay the sum or sums according to the number of units of benefit as shown in the schedule provided that death or disablement occurs within twelve months of the date of injury.
- Under benefit 5 *we* will not pay the benefit for the first two weeks of each period of disablement. *We* will not pay the benefit for more than 104 weeks.
- If *we* are satisfied that disability under benefit 5 is permanent, benefit 4 shall become payable when benefit 5 is exhausted. Except for this, *we* will not pay more than one benefit for the same accident.
- *We* will not pay for more than one benefit for the same period of time.
- No benefit shall be paid until its entire amount has been agreed except that under benefit 5 *we* will on request make interim payments before the end of the period of disability at not less than four weekly intervals.
- *We* will not pay more than £250,000 in respect of all *Assured* travelling in any one aircraft.

Special Conditions

- 1 No benefits shall be paid for any period earlier than seven days before *we* receive notice in writing of a claim.
- 2 *You* must supply all certificates, supporting evidence and information within such time that *we* may reasonably require at *your* own expense. In the event of non-fatal injury *we* shall be entitled to request examinations by a medical referee appointed by *us* and in the event of death *we* shall be entitled to have a post-mortem examination.

Your attention is drawn to the Conditions and Exclusions detailed on pages 47-53 of the policy.

section G – legal expenses

Meaning of Words

Accountant's Fees

Reasonable unrecovered fees, costs and disbursements reasonably, properly and necessarily incurred by the accountant for claims under sub-section of cover 5 and which relate to correspondence, negotiations, attendance and research but excluding all fees, costs and disbursements incurred in legal *proceedings*.

Awards of Compensation

Basic and compensatory awards made against *you* under the Acts and amending legislation by industrial tribunals, employment appeals, tribunals or superior courts or settlements agreed as a result of conciliation procedures to which *our* approval is given. The term does not include awards made under Sections 58, 59(a) and 71 of the Employment Protection (Consolidation) Act 1978 nor does it include settlement of claims thereunder, *awards of pay*, redundancy payments, notice entitlements or pay in lieu of notice entitlements or fines or penalties imposed by a Court of Criminal Jurisdiction.

Awards of Pay

Awards made under Section 53 of the Employment Protection (Consolidation) Act 1978 when an industrial tribunal, employment appeal tribunal, or superior court declares the “written statement” to have been inadequate or untrue. It does not include awards made when *you* have unreasonably refused to supply the “written statement”.

Claimant

You and/or the *insured person* making a claim under this section.

Dismissal

Has the meaning given to it by ss.55 and 56 of the Employment Protection (Consolidation) Act 1978.

Indepth Investigation

Has the meaning given to it by the custom and practice of the accountancy profession. If *we* dispute that an indepth investigation has begun, the dispute must be referred to the arbitration of an independent chartered accountant agreed upon by *you* and *us*, or failing agreement, nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales. The arbitrator's decision will be binding.

Insured Event

Except when more particularly described, this means the start of a cause of action which may lead to a claim being made. In employment disputes the insured event shall be understood as the effective date of termination of employment for unfair, wrongful or

constructive *dismissal* claims. For the limit of indemnity only one insured event shall be considered to have arisen from all causes of action, incidents or events which are related by cause or by time.

Insured Person

Your employees or directors.

Legal Costs and Expenses

Reasonable unrecovered fees, costs and disbursements reasonably, properly and necessarily incurred by the solicitor or accountant and the party or parties or standard costs of any civil *proceedings* incurred by a third party for which the *claimant* may be liable by order of a court or with *our* consent.

Proceedings

(Under all sub-sections of this section other than sub-section 5)

Taking or defending with *our* approval any civil, criminal, tribunal or arbitration proceedings, or appeals arising from them. Under sub-section of cover 5 only proceedings means work carried out by the accountant in dealing with *indepth investigations* with *our* approval but excludes legal proceedings.

Professional Advisor

The solicitor or accountant or other appropriately qualified person, firm or company nominated under general condition 10 to act for the *claimant*.

Reinstatement/Re-engagement Awards

Awards made against *you* when an industrial tribunal, employment appeal tribunal or superior court makes an order for reinstatement or re-engagement under Section 69 of the Employment Protection (Consolidation) Act 1978.

Statutory Licence

A licence issued to *you* under a statute or statutory instrument or by a government or local authority where such licence is necessary to engage in the *business*.

We, Us or Our

For the purpose of this section only, Capita Assistance.

Other words with special meanings in this section are defined on pages 4 and 5. They are: *business, employee, premises, you, your*.

The cover

What is insured

Legal Costs and Expenses incurred by *you*:

- 1 a) in defending *proceedings* under the following Acts and any amending legislation (the Acts):
 - i) Trade Union and Labour Relations Act 1974 and Trade Union and Labour Relations (Amendment) Act 1976
 - ii) Employment Protection Act 1975
 - iii) Sex Discrimination Act 1975
 - iv) Equal Pay Act 1970
 - v) Health and Safety at Work etc. Act 1974
 - vi) Race Relations Act 1976
 - vii) Wages Councils Act 1959 and associated legislation
 - viii) Employment Protection (Consolidation) Act 1978.
- b) in defending any civil action for wrongful *dismissal* made against *you* by a former *employee*
- c) arising from a dispute with an *employee* or former *employee* relating to his contract of employment with *you*
- d) *awards of compensation, reinstatement/re-engagement awards* and *awards of pay* arising from any matter described in sub-section 1 (a) (b) and (c) above.

What is not insured

Any claim arising from *you* deliberately avoiding liability for a redundancy payment or for money for benefits due under a contract of employment.

Arrears of pay or damages awarded under the Equal Pay Act.

Protective awards – as defined in s.101(4) of the Employment Protection Act 1975 or the settlements for such awards.

Wrongful *dismissal* where the dispute relates to a fixed term contract which *you* have breached.

Any claim arising from:

- a) the *dismissal* of any *employee* unless such *dismissal* is handled in accordance with the advice provided and procedures laid down by *us*
- b) *dismissal* or resignation of any *employee* within 30 days of the start date of the first Period of Insurance.

Any costs or expenses where the *claimant* is not represented by a *professional advisor* in negotiating any settlement and in any tribunal *proceedings*.

What is insured

- 2 Arising from any act or omission which leads to the prosecution of *you* or any *insured person* in a Court of Criminal Jurisdiction and appeals by *you* against the service of improvement and prohibition notices under the Health and Safety at Work Act 1974 before an industrial tribunal.

-
- 3 a) In making any civil claim arising from an act or omission of a third party (other than *your employee* or former *employee*) relating to property *you* own or for which *you* are legally responsible where physical damage occurs to that property or pecuniary loss is suffered by *you*

What is not insured

Fines or other penalties that *you* or any *insured person* are ordered to pay by a Court of Criminal Jurisdiction.

Prosecutions taken against *you* under the Health & Safety at Work Etc. Act 1974.

Motoring prosecutions. Prosecutions against *you* or any *insured person* alleging:

- i) intentional obstruction of a person in the execution of a warrant issued under Section 4 of the Data Protection Act 1984
- ii) failure to give a person executing such a warrant such assistance as he reasonably requires for its execution.

A contract made between *you* and a third party other than a contract for the repair, renovation, reinstatement or decoration of real property belonging to *you* or for which *you* are legally responsible.

Goods in transit or goods hired or lent to third parties or goods at *premises* occupied by *you* unless they are at such *premises* for the purpose of installation or use in work carried out by *you*.

Disputes between a landlord and a tenant and disputes relating to the occupation of property owned by *you*.

Disputes involving a motor vehicle which is in *your* possession except when the vehicle is on *your premises*.

What is insured

- b) taking or defending legal *proceedings* between *you* and *your* landlord under the terms of the lease or tenancy agreement applied to *your premises*
- c) in an appeal to the relevant statutory body, court or tribunal where the relevant authority suspends, revokes, alters the terms of or refuses to renew *your statutory licence(s)*.

-
- 4** a) In defending any civil *proceedings* taken against *you* or any *insured person* under The Data Protection Act 1984 and including appeals against:
- i) the refusal of the Data Protection Register to register *you* or any *insured person* or to alter *your* or their registered particulars
 - ii) any enforcement, de-registration or transfer prohibition notice served upon *you* or any *insured person*
- b) any *award of compensation* *you* or any *insured person* are ordered to pay arising from any matter described in (a) above.

What is not insured

Disputes relating to the amount of, payment or non-payment of rent.

Disputes relating to the renewal of the lease or tenancy agreement.

Any *legal costs and expenses* arising out of an original application or standard renewal of a licence.

Where *you* obtain any new licence during the Period of Insurance and do not notify *us*.

Any matter where *you* or any *insured person* is required to register in accordance with Section 4 of The Data Protection Act 1984 but has not applied for registration.

Any matter where *you* or any *insured person* fails to meet a request by a data subject for access to his personal data.

Proceedings which allege contempt by *you* or any *insured person* of the Data Protection Tribunal or Registrar.

Fines or other penalties that *you* or any *insured person* are ordered to pay by the Data Protection Tribunal or Registry or a Court of Criminal Jurisdiction.

What is insured

- 5 Arising out of *accountant's fees* incurred in relation to an *indepth investigation* into *your* tax liability being carried out by an officer of the Inland Revenue Department.

Incurred in relation to an appeal against an assessment for Value Added Tax served upon *you* which *you* have reasonable cause to dispute but which the Customs and Excise will not reconsider.

-
- 6 Contract cover (**Applies only if shown in the schedule.**) Arising from any dispute between *you* and a customer or supplier about a contract for the sale or purchase of goods or services entered into after the start of the first period of insurance and where at least £75 is in dispute.

What is not insured

We shall be under no liability for the costs of an *indepth investigation* if at the end of the investigation *you* are:

- i) assessed for tax on profits in any year which are more than 15% greater than the profits *you* had declared before the investigation started
- ii) found to have overstated losses in any year by over 15% more than the losses *you* had declared before the investigation began.

Any *indepth investigation* or VAT assessment which arises out of *you* not maintaining accurate, truthful and up to date records.

Any *indepth investigation* which arises out of *your* accounts which have not been submitted to the Inland Revenue within twelve months of the end of *your* accounting year.

A dispute which occurs within 90 days of the start of the first Period of Insurance.

The recovery of a debt from a customer where the customer does not dispute that the money is owed to *you*.

Any dispute *you* may have as a landlord with a tenant.

The defence of any matter which should be covered under a Professional Indemnity Insurance.

A dispute arising from the sale, hire purchase, lease, service, repair or test of a motor vehicle.

Exclusions - applying to this section

- 1 Any claim made under this section which does not arise from or relate to *your business*.
- 2 Professional fees and costs incurred:
 - a) before *we* give written confirmation that the claim has been accepted
 - b) beyond those for which *we* have given prior approval in accordance with the terms and conditions of this section
 - c) where the *insured event* does not occur during the Period of Insurance
 - d) for claims which are notified to *us* more than 180 days after the *insured event*
 - e) for any matter which at or before the start of the first Period of Insurance *you* or any *insured person* should reasonably have realised might give rise to a claim under this section.
- 3 Claims arising from any deliberate and criminal act or omission of the *claimant*.
- 4 Any claim directly or indirectly caused by or contributed to or arising from an *insured event* which occurs before the start of the first Period of Insurance or the end of any period which is not insured.
- 5 Any claim caused by or contributed to or arising from:
 - a) confiscation or nationalisation or requisition of or damage to property by or under the order of any Government or Public or Local Authority
 - b) matters relating to the actual planned or proposed construction, closure, adoption or repair of roads or bridges or the actual, planned or proposed construction, demolition or adoption of buildings, housing or other works by or under the order of any Government or Public or Local Authority.
- 6 Any claim arising from the deliberate discrimination by *you* or any *insured person* which amounts to an act of unlawful discrimination.
- 7 Claims where the *claimant* acts without *our* consent or contrary to or in a manner different from the advice of the *professional advisor*.
- 8 The fees of an expert witness unless *our* approval has been obtained for the appointment of the expert witness and for the amount of his fees.
- 9 Appeals unless *we* are notified in writing not later than six clear days before the time for making an appeal expires and *we* consider that there are reasonable prospects of such an appeal succeeding.
- 10 Any matter relating to subsidence or mining or quarrying activities.
- 11
 - a) Any matter relating to patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy and confidentiality agreements and passing off
 - b) Computer software except operating systems and package software that have not been tailored by the supplier to the customer's own requirements.

- 12 Any matter relating to libel or slander.
- 13 Travelling expenses or subsistence allowances.
- 14 Expenses incurred in avoidable correspondence.
- 15 Attendance expenses which are recoverable from the court or tribunal.
- 16 Claims made or contemplated by or against *you* or any *insured person* against or by *us*.
- 17 A criminal prosecution alleging dishonesty or intentional violence.
- 18 Matters relating to planning, construction or structural alterations to *buildings* or parts of *buildings*.
- 19 The first £75 of any claim made by *you* under this section.

Conditions – applying to this section

- 1 *You* or an *insured person* must tell *us* in writing as soon as reasonably possible but within 180 days about any matter which could result in a claim being made under this section.
- 2 If, after receiving a claim, *we* decide that:
 - a) *you* or an *insured person's* prospects of success in legal *proceedings* are insufficient
 - b) it would be better for the *insured person* to take a different course of action
 - c) *we* cannot agree to the claim

we will write to the *insured person* giving *our* reasons. Subject to the rest of this condition *we* will not then be bound to pay any *legal costs and expenses* for this claim. If the *claimant* wishes to appeal against *our* decision he must request *us* to obtain the opinion of a solicitor nominated by the Law Society or a Local Law Society upon the correctness of *our* decision. Should the solicitor notify *us* within one month of the matter being referred to him that *our* decision is in his opinion incorrect then *we* shall be obliged to approve the request for indemnity and will pay the fees and expenses of the solicitor in connection with the rendering of his opinion. In any other case the *claimant* shall have no further entitlement to an indemnity for the matter in question and shall on demand pay the fees and expenses of the solicitor.
- 3 *You* or an *insured person* must:
 - a) give proper instructions to *your professional advisor*
 - b) provide information as requested by *us* at *your* expense
 - c) do nothing which would prejudice *your* case.
- 4 If any person is ordered or agrees to pay a *claimant* all or any *legal costs and expenses*, charges or compensation, either in full or by instalments the *claimant* will do everything possible (subject to *our* directions) to recover the money and hold it on *our* behalf. If payment is made by instalments these will be paid to *us* until *we* have recovered the total amount that the other person was ordered or agreed to pay by way of costs.

- 5 We will not be bound by any promise or undertaking given by a *claimant* to any other party which is made without *our* agreement. A *claimant* will send *us* all bills for *legal costs and expenses* immediately on receiving them.
- 6 We will have direct access to the *professional advisor* at all times. The *claimant* will instruct the *professional advisor* to send *us* immediately any relevant documents, information or advice. The *claimant* will give the *professional advisor* any other instructions that the *professional advisor* or *we* may reasonably require, and if *we* request it an *insured person* must require the *professional advisor* to send his bill to be examined or certified by the Law Society or any other appropriate body.
- 7 The *claimant* or the *professional advisor* will notify *us* immediately in writing of the making of any offer or payment into court with a view to settlement. If the *claimant* does not accept this offer or payment and *we* consider that the outcome of the case will be equally or less favourable to the *claimant* than the offer or payment, *we* shall only be liable for any further *legal costs and expenses* after the offer or payment was made if *we* have given *our* authority for the case to continue.
- 8 If a *claimant* is unsuccessful in legal *proceedings* *you* may not take further legal action in the same case at *our* expense without first obtaining *our* written permission.
- 9 If there is a dispute under this section between *you* and *us* for which no other provision is made such dispute shall be referred to an arbitrator in accordance with the law at the time. The arbitrator will be a solicitor or barrister jointly agreed by *you* and *us* or, if *we* cannot agree, appointed by the Law Society. The arbitrator's decision will be final and will be accepted by both *you* and *us*.
- 10 The *claimant* does not have to accept the *professional advisor* nominated by *us*. If *we* do not agree on a suitable *professional advisor* the Law Society can name another *professional advisor*. *You* and *we* must accept the Law Society's nomination. In the meantime *we* may appoint a *professional advisor* to act on behalf of any *claimant* to safeguard *your* interests.
- 11 If the *professional advisor* nominated reasonably refuses to continue acting for the *claimant* or if the *claimant* withdraws his instructions from the *professional advisor* then *our* liability will end immediately unless in *our* absolute discretion *we* agree to the appointment of another *professional advisor* to continue acting under the terms of this section.
- 12 If the *claimant* withdraws from the dispute without first obtaining *our* agreement then any costs and expenses incurred and any third party costs will become the responsibility of and payable by the *claimant*. *We* will also be entitled to be reimbursed by the *claimant* for any costs paid or incurred during the course of the claim, including any *legal costs and expenses* which *we* consider *we* are obliged to pay on the *claimant* withdrawing from the dispute.

Making a claim

Claims Procedure for Employment Cover sub-section 1

The *claimant* must tell *us* immediately in writing of any claim or suit made or brought against the *claimant* or believed by the *claimant* to be contemplated against him, any summons or other process served or threatened to be served upon the *claimant* and of any event that may give rise to *proceedings* against the *claimant*.

Without affecting the general nature of this Condition:

- a) immediately a *dismissal* is contemplated the *claimant* must contact *us* by telephone on (08705) 234500 (041–332 2887 for *claimants* in Scotland) and must comply with the advice given. **No *employee* is to be dismissed without first obtaining *our* consent**
- b) a *claimant* who receives a form IT1 (Originating Application) from an industrial tribunal and who wishes to make a claim under this sub-section should immediately telephone *us* on (08705) 234500 (041–332 2887 for *claimants* in Scotland) to inform *us* that he has received the IT1. **This must be done immediately because of the statutory 14 days time limit for entering a notice of appearance.** The Notice of Appearance (IT3) should be left blank for the *claimant's professional advisor* to complete. Upon request the *claimant* must then complete form E2 and send it to *us* at the appropriate address shown on the schedule
- c) a *claimant* who receives a notice of intended prosecution or summons under the Acts listed in this sub-section and who wishes to make a claim must complete form E3 and send it to *us* by recorded delivery post together with a copy of the notice or summons
- d) if a former *employee* requests a written statement of reasons for *dismissal*, the *claimant* must contact *us* immediately and in any event never later than seven days after the request and before the statement is given
- e) a *claimant* who wishes to make any other claim under this sub-section must immediately complete form E3 and send it by recorded delivery post to *us*.

Claims Procedure for sub-sections 2, 3, 4 and 6

- 1 To make a claim use the Legal Helpline telephone number and request a claim form. *You* must complete this fully and provide any other information *we* request.
- 2 If the claim is accepted *we* will write to confirm this and to provide the name and address of a *professional advisor* whom *we* suggest should act for the *claimant*.
- 3 *We* may investigate the case and, subject to the final approval of the *claimant* (which will not be unreasonably withheld), try to settle it.
- 4 The *claimant* must co-operate with *us* and keep *us* informed of all important developments.

Claims Procedure for sub-section 5

For *indepth investigations* the *professional advisor* nominated to act on *your* behalf must certify that an *indepth investigation* has begun and provide evidence at *your* expense of the date on which the *indepth investigation* began which shall be the *insured event*.

For VAT cover *you* or *your professional advisor* must contact the Legal Helpline as soon as possible after the *insured event* and must comply with the advice given. Before an appeal to the VAT Tribunal is made *we* must be satisfied that *you* or *your professional advisor* have taken all reasonable steps other than making the appeal itself to settle the matter.

For VAT appeals the *insured event* is the date upon which the Notice of Assessment was duly served.

We will also pay attendance expenses – *we* will reimburse the wages or salary of any *insured person* for the period he is absent from work if it is necessary for him to attend as:

- a) a witness on *your* behalf or as a defendant at any court or tribunal which relates to a valid claim under a sub-section of cover of this section at the request of the *professional advisor*
- b) a juror where the attendance at court is required within the Period of Insurance.

We will pay for each half or whole day of such attendance and payments shall be worked out on the basis that:

- 1 the period of absence from work shall include the time taken to travel to and from the hearing for witness or defendant attendance only
- 2 the period of absence from work shall be calculated to the nearest half day taking an eight hour day to be a whole day for this purpose and the maximum period for which a claim can be made for any one day
- 3 for full time *employees* one whole day's salary or wages equals 1/250th of the *employee's* annual salary or wages at the time of such attendance
- 4 for part time *employees* the salary or wages for the period of absence from work shall be proportionate to their weekly salary or wages for their normal working week for *you*
- 5 the most *we* will pay for one eight hour period shall be £100 per *insured person*.

Limit of Indemnity

The maximum amount that *we* pay for any *insured event* which results in a valid claim being made under this section shall be as follows:

Sub-sections 1, 2, 3, 4(a) and 6: £50,000 per *insured event*

Sub-section 4(b) £25,000 per *insured event*

Sub-section 5 *Indepth investigations:*

Correspondence and meetings	£3,000
Representation at hearings	£5,500
Appeals	£16,500
VAT:	
Obtaining legal opinions	£3,000
Representation at hearings	£5,500
Appeals	£16,500

Attendance expenses: a) as a witness £5,000 as part of the sub-section limit

b) as a juror £5,000 per *insured event* and per Period of Insurance.

Subject to an overall annual aggregate of £500,000.

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

(The following apply only if indicated in the schedule)

Minimum Security Standard – Level A MSSA

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

Specification

- 1 All external doors of the *buildings* occupied by *you* together with internal doors which give access to any part of the *buildings* not occupied by *you* must be fitted and secured with one of the following:
 - i) a mortice deadlock with matching boxed striking plate or a rim lock, which in either case conforms to BS3621:1980 Specification for Thief Resistant Locks
 - ii) a five (or more) lever close shackle padlock and locking bar
 - iii) in the case of aluminium or UPVC framed doors, an integral cylinder operated swingbolt mortice lock
 - iv) an alternative form of lock or locking system of at least similar quality and strength to BS3621:1980 which is approved by *us* in writing.
- 2 All outward opening external doors of the *buildings* occupied by *you* and internal doors which give access to any part of the *buildings* not occupied by *you* must be fitted and secured with hinge bolts.
- 3 All accessible opening windows, fanlights and skylights including those accessible from decks, roofs, fire escapes or downpipes must be fitted and secured with key operated window locks. This requirement does not apply to windows protected by solid steel bars, grilles, expanded metal or weld-mesh.

Notes:

- i) Any door or window officially designated a fire exit by the Fire Authority will require consultation with the Fire Authority so that the interests of both safety and security can be met.
- ii) The above measures comprise *our* minimum security requirements. Where additional protections are required by *us*, or where *we* agree to accept alternative security measures, *we* will specifically advise *you* in writing.

Intruder Alarm Condition 0002

Damage caused by theft or attempted theft is not insured unless:

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

Note:

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

- b) the Intruder Alarm is maintained under contract by a company which is either a registered member of an intruder alarm inspectorate, which is accredited by the United Kingdom Accreditation Service (UKAS), or approved by *us*
- c) all keys of the Intruder Alarm are removed from the office *premises* whenever they are closed for business or left unattended.

Note:

Where *you* or one of *your employees* occupy part of the *premises* for residential purposes the keys must be removed from the business part of the *premises*.

conditions and exclusions applying to the whole policy other than section G – legal expenses

General conditions

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

- 1 The policy, insurance agreement, schedule and any endorsements should be read as if they are one document.
- 2 *You* will take all reasonable steps to protect the property, prevent accidents and comply with laws, bye laws or regulations and take reasonable care in the selection and supervision of *employees*.
- 3 *You* must tell *us* of any change of circumstances after the start of the insurance which increases the risk of injury or *damage*. *You* will not be insured under the policy until *we* have agreed in writing to accept the increased risk.
- 4 If *you* or anyone acting for *you* makes a claim under this policy knowing the claim to be false, *we* will not pay the claim and all cover under the policy stops.
- 5 If *you* decide *you* do not want to accept the policy, or any subsequent renewal of it, please tell *us* (or *your* insurance intermediary) within 14 days of receiving the policy or renewal notice. *We* may, at *our* discretion, charge *you* for the time *you* have been on cover, including insurance premium tax.
- 6 *We* have the right to cancel this policy or any section, or part of it, by giving 14 days' notice in writing by registered letter to *your* last known address.
- 7 If *we* admit liability for a claim but there is a dispute as to the amount to be paid, the dispute will be referred to an arbitrator, the arbitrator will be appointed jointly by *you* and *us* in accordance with the law at the time. *You* may not take any legal action against *us* over the dispute before the arbitrator has reached a decision.
- 8 If *you* die *we* will insure *your* legal personal representatives for any liability *you* had previously incurred under the policy provided that they keep to the terms of the policy.
- 9 If the policy is subject to a warranty, any breach of that warranty shall be a bar to any claim. Any breach which occurred before the period of insurance during which the claim occurred will not be regarded as a bar to a claim occurring in that Period of Insurance.
- 10 If *you* pay the premium to *us* using our Direct Debit instalment scheme, *we* will have the right (which *we* may choose not to exercise) to renew the policy each year and continue to collect premiums using this method. *We* may vary the terms of the policy (including the premium) at renewal. If *you* decide that *you* do not want *us* to renew the policy, provided *you* tell *us* (or *your* insurance intermediary) before the next renewal date, *we* will not renew it.
- 11 Where *we* refer in the policy to the payment of premiums this shall include payment by monthly instalments. If *you* pay by this method the policy remains an annual contract. The date of payment and the amount of the instalment are governed by the terms of the credit agreement. If an instalment is not received by the due date then, subject to the Consumer Credit Act 1974 (if it applies), the credit agreement and the policy will be cancelled immediately.
- 12 *You* must tell *us* immediately any *building* or part of any *building* becomes unoccupied and pay an additional premium if required. *We* shall have the right to change the terms and conditions of the policy and *you* must action any risk improvement measures that *we* may require.

Claims Conditions

1. Upon learning of any circumstances likely to give rise to a claim *you* must:
 - tell *us* as soon as reasonably possible and give *us* all the assistance *we* may reasonably require
 - as soon as is reasonably possible, tell the Police if the *damage* is by theft or attempted theft or by riot or civil labour or political disturbances or vandals or malicious people
 - immediately send to *us* any writ or summons issued against *you*
 - supply, at *your* own expense, full details of the claim in writing including any supporting evidence and information that *we* require within the following periods:
 - i) 7 days for *damage* by riot or civil, labour or political disturbances or vandals or malicious people
 - ii) 30 days after the expiry of the *indemnity period* under section C – Business Interruption
 - iii) 30 days after any other *damage*, interruption or bodily injury
 - take action to minimise the *damage* and to avoid interruption or interference with the *business* and to prevent further injury or *damage*.

2. *We* shall have the right to settle a claim by:
 - the payment of money
 - reinstatement or replacement of the property lost or damaged
 - repair of the property lost or damaged

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

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

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

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

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

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

General Exclusions – applicable to all insurances other than Employers' Liability

The policy does not cover:

- 1 *Damage* or *consequential loss* caused by faulty or defective design materials or workmanship, inherent fault or defect, undiscovered defect, gradual deterioration, wear and tear or frost. This shall not apply to subsequent *damage* resulting from another cause which happens afterwards and is not otherwise excluded.
- 2 *Damage* or *consequential loss* caused by:
 - collapse or cracking of *buildings*
 - corrosion, rust, change in temperature, dampness, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, loss of any liquid by leakage from its container, contamination, change in colour flavour texture or finish, vermin, insects, marring or scratching.This shall not apply to such *damage* or *consequential loss* if it results from a cause which is not otherwise excluded.
- 3 *Damage* or *consequential loss* arising from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds. This shall not apply to *damage* or *consequential loss* which results from a cause which is not otherwise excluded or from another cause which happens afterwards and is not otherwise excluded.
- 4 *Damage* or *consequential loss* caused by:
 - theft or attempted theft contributed to or caused by any *employee* not involving entry to or exit from the *buildings* by forcible and violent means
 - theft or attempted theft of property from an unattended road vehicle
 - acts of fraud practised on *you* except as provided under section E and Additional Cover 5 of section B
 - disappearance, unexplained or inventory shortage, misfiling or misplacing of information
 - mechanical or electrical breakdown and/or derangement of machinery or equipment.This shall not apply to *damage* or *consequential loss* which results from a cause which is not otherwise excluded or from another cause which happens afterwards and is not otherwise excluded.
- 5 *Damage* or *consequential loss* caused by:
 - subsidence, ground heave or landslip:
 - i) caused by the settlement or movement of made up ground or by coastal or riverbank erosion
 - ii) occurring while the *premises* or any part of the *premises* is in the course of erection, demolition, structural alteration or repair.

You must tell *us* immediately of any building, demolition or excavation operations starting on any adjoining site. In that event *we* shall have the right to alter or cancel the cover provided by the policy against *damage* caused by subsidence, ground heave or landslip.
 - normal settlement or bedding down of structures within two years of their completion or during the contract maintenance period, whichever is the longer
 - wind, rain, hail, sleet, snow, flood or dust to moveable property in the open or to fences and gates.

6 (Not applicable to Additional Cover 8 of section B – Public Liability)

Damage to:

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

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

- i) whilst mounted in or on any machine or data processing apparatus or
- ii) due to the presence of a magnetic flux

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

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

9 *Damage to:*

- any property in England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 and not the Channel Islands nor the Isle of Man by fire or explosion or loss resulting from such *damage* arising from TERRORISM except to the extent stated in the SPECIAL PROVISION – TERRORISM
- any property in Northern Ireland or loss resulting from such *damage* arising from:
 - i) riot civil commotion and (except in respect of *damage* by fire or explosion) strikers locked out workers or persons taking part in labour disturbances
 - ii) TERRORISM

TERRORISM means any act of any person acting on behalf of or in connection with any organisation with activities directed towards overthrowing or influencing by force or violence any government which is in power whether by right or otherwise.

If *we* decide that by reason of this definition *damage* is not insured (or is only insured up to a specified amount) and *you* dispute *our* decision *you* must prove that this exclusion should not apply.

Special Provision – TERRORISM

Applicable to sections A, B, C & D

Subject otherwise to the terms definitions exclusions provisions and conditions of the policy this insurance includes *damage* to any property in England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 and not the Channel Islands nor the Isle of Man by fire or explosion or loss resulting from such *damage* arising from TERRORISM as defined in this Exclusion.

The most *we* will pay for all such *damage* arising from any one loss occurrence and in the aggregate in any one Period of Insurance is:

- a)
 - in respect of property other than as specified below
 - i) for the cover provided under section A – £100,000
 - ii) for the cover provided under section B – £100,000
 - iii) for the cover provided under section C – £100,000
 - iv) for the cover provided under section D – £100,000
 - in respect of blocks of flats and/or private dwelling units not insured in the name of a private individual (other than a trustee or a sole trader)
 - i) for the cover provided under section A – £2,500,000
 - ii) for the cover provided under section B – £2,500,000
 - iii) for the cover provided under section C – £2,500,000
 - iv) for the cover provided under section D – £2,500,000

or

- b) any sum insured and/or limit of liability stated in the Policy

whichever is the lower.

For the purpose of this Special Provision if any block of flats is partly occupied for retail or other commercial purposes the limits shall apply as follows:

- where the proportion designated for residential use is at least 80% of its Sum Insured the above limit(s) of £2,500,000 shall apply to the residential portion and additionally the £100,000 limit(s) specified above shall apply to the remainder
- where the proportion designated solely for residential use is less than 80% of its Sum Insured the £100,000 limit(s) specified above shall apply.

Any provision in this policy which provides for any sum insured or limit of liability to be automatically reinstated following a loss shall not apply to losses covered under this Special Provision.

- 10** any expense, *consequential loss*, legal liability, or *damage* to any property directly or indirectly arising from:
- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.

- 11** *damage* to any electrical plant or appliance caused by its own:
- over-running
 - short-circuiting
 - excessive pressure
 - self-heating.

This exclusion shall not apply where fire spreads to cause *damage* to any other part of the plant or appliance or to other property insured.

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

General Exclusion - applicable to all insurances other than Employers' Liability and Personal Accident

Date Related Performance and Functionality

The policy does not cover:

- i) loss, destruction or *damage*
- ii) *consequential loss*, additional expenditure or *extra expenses*
- iii) legal liability
- iv) other fees costs disbursements awards or other expenses

of whatsoever nature

directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

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

whether such DATA PROCESSING SYSTEM is *your* Property or not and whether operating before or after the year 2000

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

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

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

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

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

complaints procedure

We want to provide a first class standard of service. If *you* have any cause for complaint *you* should, in the first instance, contact either the intermediary who arranged the policy for *you*, or the branch that issued *your* policy. Please quote the details of *your* policy (*your* surname and initials, policy number, departmental reference, etc).

If the matter is not resolved to *your* satisfaction, please write to the Manager of the branch concerned. If *you* are still not satisfied with the action taken, please write to the Chief Executive at:

**The Grange
Bishops Cleeve
Cheltenham
Glos
GL52 8XX
Telephone: 0845 601 4937
Email: chiefexecutive@uk.zurich.com**

A member of the Chief Executive's office will respond to *your* complaint and offer resolution where possible.

If *we* are unable to resolve *your* complaint to *your* satisfaction within 8 weeks, or if *we* have provided *you* with a final decision letter, *you* may be able to refer *your* complaint to the Financial Ombudsman Service (FOS). This is a free and impartial service.

**Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Telephone: 0845 080 1800
Email: complaint.info@financial-ombudsman.org.uk**

The FOS will only consider *your* complaint if, at the time of notification, *you* are a private individual, a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million.

Following the Complaints Procedure does not affect *your* legal rights.

We are covered by the Financial Services Compensation Scheme (FSCS). *You* may be entitled to compensation should *we* be unable to meet *our* obligations. *You* may contact the FSCS on 020 7892 7300 or further information is available at www.fscs.org.uk

notes

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Zurich Insurance Company

A limited company incorporated in Switzerland. Registered in the Canton of Zurich no. CH-020.3.929.583-0.

UK branch registered in England no. BR 105. UK Head Office: Zurich House, Stanhope Road, Portsmouth, Hampshire PO1 1DU.

Authorised and regulated by the Financial Services Authority.

