



Marchant McKechnie

Insurance Brokers Ltd

THE COMPLETE INSURANCE PACKAGE
FROM PROFESSIONALS WHO CARE



HOME CARE INSURANCE

*The all-inclusive solution for companies
providing home care and nursing
services to the community*

POLICY

ARRANGED BY

Marchant McKechnie Insurance Brokers Ltd
in association with



ZURICH

a warm welcome to Zurich

Thank you for taking out your Home Care Combined Package Policy with us – and welcome to Zurich Insurance plc.

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

5	Meaning of words
	Section A
7	Buildings
7	Rent
7	Sanitaryware
8	Settling claims
8	Automatic reinstatement of the sum insured
8	Selling your Buildings
	Section B
10	Contents
11	Additional costs
11	Property temporarily removed
11	Property regularly and/or permanently removed
11	Theft of keys
11	Loss of customers' keys
11	Personal belongings
12	Loss of metered water
12	Trace and access
12	Debris removal costs
12	Settling claims
12	Automatic reinstatement of the sum insured
13	Glass
13	Sanitaryware
13	Rent
13	Money
15	Malicious Attack
	Section C
17	Business interruption
	Section D
21	Book debts
	Section E
23	Liabilities
	Section F
36	Personal accident
	Section G
39	Legal expenses
51	Endorsements
52	General conditions
53	Claims conditions
54	General exclusions
60	Complaints procedure

home care combined package policy

Relevant to the entire policy

This policy is an agreement between *you* and *us* unless stated otherwise in the policy. It is based on the information *you* gave *us* and confirmed to *us* during the application process or subsequently.

Your policy provides cover for the period of insurance shown in *your* schedule.

You must read these terms and conditions together with the proposal form, schedule and any specifications or endorsements as one contract. *You* must tell *us* immediately if at any time any of the information on which this insurance is based is incorrect or changes. Failure to do so may result in *your* policy no longer being valid and claims not being met. If in doubt about any change, please let *us* know. The changes, if accepted by *us*, will apply from the date indicated on *your* updated schedule. In this case *we* will be entitled to vary the premium and terms for the rest of the period of insurance.

Law applicable to the contract

English law will apply to section G of this policy. The rest of the policy is governed by the law that applies to where *you* reside within the United Kingdom, Channel Islands or Isle of Man. If there is any disagreement about which law applies, English law will apply. Unless agreed otherwise, *we* will communicate to *you* in English.

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

Cancellation

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.

For and on behalf of Zurich Insurance Plc.



Guy Munnoch
Chief Executive Officer Zurich Insurance plc, UK Branch

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

Please read the policy, schedule and endorsements carefully.

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

How we will use your data

We hold *your* personal data in accordance with the Data Protection Act 1998. The information supplied to *us* by *you* may be held on computer and passed to other insurers for underwriting or claims purposes. *You* should show this to anyone whose personal data may be processed to administer this policy.

Policy Administration

In order to administer *your* insurance policy and any claims made under this policy *we* may share personal data provided to *us* with other companies within the Zurich Financial Services group and with the business partners including overseas companies. If *we* do transfer *your* personal data including where *we* propose a change of underwriter *we* make sure that it is appropriately protected.

Claims History

Under the conditions of this policy *you* must tell *us* about any insurance related incidents such as fire, water damage, theft or an accident whether or not they give rise to a claim. When *you* tell *us* about an incident *we* will pass information relating to it to the relevant database. *We* may search these databases when *you* apply for insurance in the event of any incident or claim or at time of renewal to validate *your* claims history or that of any other person or property likely to be involved in the policy or claim.

Fraud Prevention & Detection

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

- a) share information about *you* with any other organisations including the police
- b) undertake credit searches
- c) check and share *your* details with fraud prevention and detection agencies

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

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

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

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 and any outbuildings used in connection with the *business* including:

- a) landlord's fixtures and fittings
- b) underground pipes and cables for which *you* are responsible.

Business (This meaning does not apply to section G)

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 (This meaning does not apply to section G)

Loss or damage.

Employee (This meaning does not apply to section G)

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*
- f) any voluntary workers.

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 (This meaning does not apply to section G)

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

We, Us or Our

Zurich Insurance Company in respect of the whole policy other than section G.
DAS Legal Expenses Insurance Company Limited in respect of section G.

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 5 and 6. They are: *buildings, business, damage, employee, excess, premises, we, us, our, you, your.*

The cover

	What is insured	What is not insured
Buildings	1 The <i>buildings</i> are insured against <i>damage</i> .	<i>Your</i> attention is drawn to the Conditions and Exclusions detailed on pages 52-59 of the policy.
Rent	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. The most <i>we</i> will pay is 10% 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.	
Sanitaryware	3 Accidental breakage of fixed sanitaryware at the <i>premises</i> for which <i>you</i> are responsible.	<i>Damage</i> resulting from repairs or alterations to the <i>premises</i> .

Settling Claims *We* will pay the full cost of repair or reinstatement of the damaged part of the *buildings* provided that the work is done without delay or at *our* option *we* will arrange for the work to be carried out. However, *we* will take off an amount for wear and tear if the *buildings* are in a poor state of repair or decoration.

We will not pay for repair or reinstatement to a condition better or more extensive than the condition of the *buildings* when new.

Average The sum insured under each *building* is separately subject to *average*.

Additional costs *We* will pay the necessary and reasonable expenses that *you* incur in repairing or reinstating the *buildings* following *damage* insured under this section, namely:

- fees to architects, surveyors, consulting engineers and others
- the cost of clearing the site and making it and the *premises* safe
- the cost of complying with any government or local authority requirement following *damage* unless *you* were given notice of the requirement before the *damage*.

We will not pay:

- fees for preparing a claim under this section
- for the cost of undamaged parts of the *buildings* (except the foundations of the damaged parts)
- the cost of work stipulated in any notice already served upon *you*
- for costs or expenses incurred in removing debris other than from the *premises* and the area immediately adjacent
- for costs or expenses arising from pollution or contamination of property not insured by this policy.

Limits The most *we* will pay for *damage* to the *buildings*, including additional costs, is the sum insured under section A.

Automatic reinstatement of the sum insured *We* will automatically reinstate the sum insured upon notification of a claim to *us* unless *we* give *you* written notice to the contrary.

Provided that *you*:

- pay the appropriate additional premium
- take immediate steps to carry out any amendments in the protection of the *premises* that *we* may require.

The most *we* will reinstate in any one Period of Insurance is the sum insured.

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 £100 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 52-59 of the policy.

section B – contents

Meaning of words

Contents

- 1 Trade and office contents including:
 - fixtures, fittings and external signs
 - telephone and telecommunication installations
 - computers and ancillary equipment. The most *we* will pay is £15,000 but not exceeding £3,000 for any single item
 - drugs for an amount not exceeding £1,000
 - trade equipment and goods held in trust. The most *we* will pay is £3,000 for any single item

- 2 Tenant's improvements and decorations

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
- electronic medical equipment used for treatment, testing, monitoring or drug dispensing and valued at more than £1,000 any single item
- disabled, mobility and independent living aids and equipment taxed or licensed for road use
- motor vehicles, watercraft, aircraft and accessories
- livestock
- precious metals and alloys except cutlery, table accessories or trophies
- jewellery, precious stones, furs, 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 5 and 6.

They are: *buildings, business, damage, employee, excess, premises, we, us, our, you, your.*

The cover

	What is insured	What is not insured
Contents	<ol style="list-style-type: none">1 <i>Damage</i>:<ul style="list-style-type: none">• to the <i>contents</i>• to the <i>buildings</i> by theft or attempted theft for which <i>you</i> are responsible.	<p><i>Your</i> attention is drawn to the Conditions and Exclusions detailed on pages 52-59 of the policy.</p>

Additional costs

- Property temporarily removed** *We will pay for damage to:*
- *contents* belonging to *you* or for which *you* are responsible whilst at exhibitions within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland. The most we will pay is £3,000 but not exceeding £1,500 for computer and ancillary equipment
 - *contents* belonging to *you* or for which *you* are responsible within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland. The most *we* will pay is £3,000 but not exceeding £1,500 for computer and ancillary equipment
 - plans, designs, deeds, briefs, non-negotiable documents, manuscripts, business books, office and computer systems records belonging to *you* or for which *you* are responsible within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland including whilst in the post. The most *we* will pay is £3,000.
- Property regularly and/or permanently removed** *We will pay for damage to contents* belonging to *you* or for which *you* are responsible within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland. The most we will pay is £3,000 but not exceeding £1,500 for computer and ancillary equipment.
- Theft of keys** *We will pay for the necessary replacement of locks following the loss of keys to the buildings* or to any safe or strongroom in the *buildings* by theft from:
- the *buildings*
 - the home of any *employee* or director.
- Provided that if the keys are to a safe, they are not left in the *buildings* overnight.
- The most we will pay is £2,000.
- Loss of customers' keys** *We will pay for the necessary replacement of locks following damage* to customers' keys to their buildings, which are held in trust by *you* or *your employees* and for which *you* are responsible.
- The most we will pay is £2,000.
- Personal belongings** *We will pay for damage to:*
- *your* personal belongings or those of *your employees* or directors whilst engaged anywhere in the world in connection with *your business*
 - visitors personal belongings all contained in the *buildings* and for which *you* are responsible.
- The most we will pay is £1,000 any one person.

Loss of metered water	<p><i>We</i> 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><i>We</i> 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><i>We</i> 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 (except goods held in trust) 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 goods held in trust as included in item 1 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 • 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.
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>

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</p>	

Meaning of words

Money

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

Business Hours

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

What is insuredPhysical *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*.

What is not insured

Loss from any unattended road vehicle.

Damage caused by or due to:

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

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

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

purchase invoices £250,000

For *money* in any other form:

- | | |
|--|--------|
| i) in transit by <i>you</i> or <i>your employees</i> | £3,000 |
| 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 | £3,000 |
| iv) in <i>your premises</i> during <i>business hours</i> | £3,000 |
| v) in <i>your premises</i> outside <i>business hours</i> in a locked safe or strongroom | £1,000 |
| vi) in <i>your premises</i> outside <i>business hours</i> not in a locked safe or strongroom | £250 |
| vii) in <i>your</i> home or that of any authorised <i>employee</i> | £500 |
| viii) belonging to <i>your</i> customers' and in the custody or control of <i>you</i> or <i>your employees</i> | £500 |
| ix) elsewhere | NIL |

Malicious Attack 6 *We* will pay the sum or sums set out in the Table of Benefits shown below if *you* or any *employee* sustain bodily injury by violent, external and visible means as a result of malicious attack by anyone stealing or attempting to steal *money* or *contents*.

Provided that:

- *you* or any *employee* are engaged on *your business* at the time of the attack
- the *money* or *contents* are insured under the policy
- under benefit E *we* will not pay the benefit for more than 104 weeks
- *we* will only pay a benefit if death or disablement occurs within twelve months of the date of injury
- if *we* are satisfied that disability under benefit E is permanent, benefit D shall become payable when benefit E is exhausted. Except for this, *we* will not pay more than one benefit for the same accident
- *we* will not pay for more than one benefit for the same period of time
- no benefit shall be paid until its entire amount has been agreed
- no benefit shall be paid under this additional cover if section F – personal accident is covered.

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.

- Excess** You will be responsible under this section for:
- i) the first £100 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
 - theft of keys or loss of customers' keys
 - theft not involving entry to or exit from the *premises* or any other building by forcible and violent means
 - *damage* to personal belongings
 - ii) the first £500 of any claim for *damage* to material property arising out of any one incident of *damage* caused by theft not involving entry to or exit from the *premises* or any other building by forcible and violent means unless caused by:
 - *damage* to *money*, safes or strongrooms
 - theft of keys or loss of customers' keys
 - *damage* to personal belongings
 - iii) the first £50 of any claim for *damage* to personal belongings.

Your attention is drawn to the Conditions and Exclusions detailed on pages 52-59 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.

Other words with special meanings in this section are defined on pages 5 and 6. 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
- the limit shown in the schedule is the total limit for all *premises* shown under section B in the schedule.

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.

Additional cover We will also pay for:

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

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

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

Special Conditions applying to section C

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

Special Exclusion applying to section C

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

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

Your attention is drawn to the Conditions and Exclusions detailed on pages 52-59 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 5 and 6. 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 52-59 of the policy.

section E – liabilities

Meaning of words

Agent

Any person or firm including sub-consultants directly appointed by *you* or the *Predecessors* to act on their behalf.

Predecessors

Any person practice or other firm to which *you* have succeeded.

Business

For the purposes of section E the *business* shall include:

- private work carried out by any of *your employees* for *you* or any of *your* directors or executives
- participation in exhibitions.

Products

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

Other words with special meanings in this section are defined on pages 5 and 6.

They are: *business, damage, employee, excess, premises, we, us, our, you, your.*

The Cover

	What is insured	What is not insured
Employers' Liability	<p>1 <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><i>We</i> will pay:</p> <ul 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>Provided that the bodily injury or disease is caused:</p> <ul 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>Any liability:</p> <ul style="list-style-type: none">• for bodily injury or disease sustained by any <i>employee</i>.<ul style="list-style-type: none">i) on any offshore installation or support or accommodation vessel for any offshore installation orii) 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 style="list-style-type: none">i) the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992ii) the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Insurance Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993or any other Compulsory Road Traffic Legislation.

Limit of Liability The most *we* will pay is £10,000,000 for any one claim against *you* or by *you* or series of claims against *you* or by *you* arising out of one cause.

The amount shall be inclusive of:

- i) all legal costs and other expenses incurred by any claimant or claimants
- ii) all legal costs and other expenses incurred in defending any claim or claims.

Where *we* agree to indemnify more than one party then nothing in this Policy shall increase *our* liability to pay any amount in respect of one claim or series of claims in excess of the amount stated above.

What is insured

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 such 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 any 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 terms and limitations of the policy.

	What is insured	What is not insured
Public Liability	<p>2 <i>Your</i> legal liability for:</p> <ul style="list-style-type: none"> • accidental death of or accidental personal injury to any person • accidental <i>damage</i> to material property • accidental obstruction, accidental trespass, accidental nuisance or trespass, accidental nuisance or accidental interference with pedestrian, road, rail, air or waterborne traffic • charges of wrongful arrest or malicious prosecution being brought against <i>you</i> arising out of any allegation of shoplifting or other improper conduct at <i>your premises</i> by any person other than an <i>employee</i> • error or omission in the provision of the following medical treatment: <ul style="list-style-type: none"> i) nursing care ii) first aid iii) administration of prescribed drugs or medicines iv) administration of drugs or medicines available without prescription <p>occurring during any Period of Insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in connection with <i>your business</i>.</p> <p><i>We</i> will pay all sums <i>you</i> shall become legally liable to pay as compensation.</p>	<p>Any liability:</p> <ul style="list-style-type: none"> • for bodily injury or disease sustained by any <i>employee</i> arising out of and in the course of his employment by <i>you</i> in connection with <i>your business</i> • for <i>damage</i> to property which belongs to <i>you</i> or is held in trust by <i>you</i> or borrowed, rented, leased or hired for use by <i>you</i> <p>This shall not apply to:</p> <ul style="list-style-type: none"> i) personal property (including vehicles and their contents) of <i>your</i> visitors, <i>employees</i> or directors ii) buildings or their contents temporarily occupied by <i>you</i> for the purpose of carrying out work iii) premises rented, hired, leased or lent to <i>you</i> unless the liability attaches solely because of a contract or agreement <ul style="list-style-type: none"> • for <i>damage</i> to that part of any property upon which <i>you</i> or <i>your</i> servant or agent has been working, where the <i>damage</i> is a direct result of such work • for liquidated damages, fines or penalties which attach solely because of a contract or agreement • arising from: <ul style="list-style-type: none"> i) any medical advice or opinion given ii) the administration or prescription of drugs or treatment <p>by any medical or dental practitioner operating in a professional capacity.</p>

What is insured**What is not insured**

- 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 insuredThis shall not apply to:
 - a) the loading and unloading of mechanically propelled vehicles or mobile plant unless more specifically insured
 - b) the use of any mechanically propelled vehicle or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required
- 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 other than barges, motor launches and non powered craft used on inland waterways
- arising from *products* after they have ceased to be in *your* custody or control. This shall not apply to food or beverages for consumption on *your premises* or at any other premises where *you* are carrying on *your business*.

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 £10,000,000. *We* will also pay legal costs awarded to any claimant or incurred in defending any claim that is contested with *our* consent.

	What is insured	What is not insured
Products Liability	<p>3 <i>Your</i> legal liability for:</p> <ul style="list-style-type: none"> • accidental death of or accidental personal injury to any person • accidental <i>damage</i> to material property <p>occurring anywhere in the world during any Period of Insurance in connection with <i>products</i> supplied in or from Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and caused by <i>products</i>.</p> <p><i>We</i> will pay all sums <i>you</i> become legally liable to pay as compensation.</p>	<p>Any liability:</p> <ul style="list-style-type: none"> • for bodily injury or disease sustained by any <i>employee</i> arising out of and in the course of his employment by <i>you</i> in connection with <i>your business</i> • for replacing, reinstating, rectifying, repairing, recalling or guaranteeing the performance of any <i>products</i> • arising from any <i>products</i> which at the time of the contract of sale or supply are knowingly: <ul style="list-style-type: none"> i) sold or supplied for use in craft designed to travel through air or space ii) exported to the United States of America or Canada • arising from any <i>products</i> in <i>your</i> custody or control • for liquidated damages, fines or penalties which attach solely because of a contract or agreement.
Limit of Liability	<p>The most <i>we</i> will pay for any one Period of Insurance is £10,000,000. <i>We</i> will also pay all legal costs awarded to any claimant or incurred in defending any claim that is contested with <i>our</i> consent.</p>	

What is insured**What is not insured**

Extensions to the Public Liability and Products Liability cover

Public Liability during visits abroad The Public Liability cover applies to 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 Isle of Man or the Channel Islands.

Personal Liability during visits abroad The personal liability of:

- *you*
- any *employee* or director
- the family of any *employee* or director while accompanying such a person during temporary visits anywhere in the world in connection with *your business*.

Provided that such persons listed above shall keep to the terms, limitations and conditions of this policy as they apply to the public liability cover.

Any liability:

- arising from any contract or agreement which imposes a liability that *you* would not otherwise have been under
- 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:
 - 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 *damage* to property owned or held in trust by:
 - i) *you*
 - ii) any *employee* or director
 - iii) the family of any *employee* or director
- for accidental death of or accidental illness of or personal injury to any member of the family of any *employee* or director or to any employee of any director or *employee*.

Theft of Customer's Property *We* will pay all sums *you* become legally liable to pay for theft of money or material property belonging to *your* customers by any of *your employees* occurring during any Period of Insurance anywhere in the world in connection with *your business*.

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 £25,000.

	What is insured	What is not insured
Cross Liabilities	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.	
Data Protection Act	<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 accordance with personal data held by <i>you</i> .	Fines or penalties. The cost of replacing, reinstating, rectifying or erasing any personal data.
Motor Contingent Liability	All sums which <i>you</i> and <i>you</i> alone shall become legally liable to pay as compensation for: <ul style="list-style-type: none"> i) accidental death of or accidental personal injury to any person ii) accidental <i>damage</i> to material property arising out of the use of any motor vehicle being used in connection with <i>your business</i>. 	Any liability: <ul style="list-style-type: none"> • arising from the use of a motor vehicle which <i>you</i> own or provide • arising from a motor vehicle driven by <i>you</i> • for any <i>damage</i> to the vehicles or goods carried in them • arising while the vehicle is being driven by any person who, to <i>your</i> 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 Isle of Man or the Channel Islands • attaching to any person other than <i>you</i>.
Food Safety Act	<i>We</i> will pay, at <i>your</i> request, all legal fees and expenses incurred in the defence of any criminal proceedings brought against <i>you</i> or one of <i>your employees</i> or directors for a breach of the Food Safety Act 1990 including legal costs and expenses incurred with <i>our</i> consent in an appeal against conviction. Provided that: <ul style="list-style-type: none"> • the proceedings are brought within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands • the criminal proceedings relate to an offence committed in connection with <i>your business</i> • <i>you</i> or any <i>employee</i> or director shall tell us immediately if any summons or other process is served upon <i>you</i> or any <i>employee</i> or director and of any event that may give rise to proceedings against such people. 	Legal fees and expenses where proceedings are for any deliberate or intentional act or omission by <i>you</i> or any <i>employee</i> or director. Legal fees and expenses which <i>you</i> or any <i>employee</i> or director may be ordered to pay by a court of Criminal Jurisdiction in respect of the deliberate or intentional act or omission of <i>you</i> or any <i>employee</i> or director. Fines and penalties. The cost of any investigation or inquiry other than a solicitor's investigation restricted to criminal proceedings defined in this sub-section.

All the extensions to the Public Liability and Products 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, limitations and conditions of the policy insofar as they can apply.

Extensions to the Employers' Liability, Public Liability and Products Liability cover

Additional benefit *We* will pay the costs incurred with *our* consent for:

- 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 Principal In the event of any claim for which *you* would be entitled to receive indemnity under this section being brought or made against any Public or Local Authority or other Principal *we* will indemnify the said Public or Local Authority or other Principal against such claim and/or any costs, charges and expenses for such claim.

Indemnity to Directors and Employees If the following people have a claim made against them for which *you* would be insured by this section, *we* will pay for any amounts for which they are legally liable.

- Any *employee* or director
- Any officer, member or *employee* of *your* social, sports or welfare organisations or first aid or medical arrangements (but excluding medical practitioners) fire or ambulance services.

Provided that:

- *you* request *us* to do so
- such people shall keep to the terms, conditions and limitations of this policy.

Health and Safety at Work Act 1974	What is insured	What is not insured
	<p><i>We</i> will pay, at <i>your</i> request, all legal fees and expenses incurred in the defence of any criminal proceedings brought against <i>you</i> or one of <i>your employees</i> 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 <i>our</i> consent in an appeal against conviction.</p> <p>Provided that:</p> <ul style="list-style-type: none"> • proceedings are brought within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands • the breach was committed or alleged to have been committed during the Period of Insurance. 	<p>Legal fees and expenses where proceedings relate to any deliberate or intentional act or omission by <i>you</i> or any <i>employee</i> or director.</p> <p>Fines or penalties of any kind.</p>
	<p>All these extensions to the Liabilities section are subject to the following:</p>	
	<ul style="list-style-type: none"> • <i>we</i> shall not be liable unless <i>we</i> 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 <i>we</i> will pay will not increase and <i>we</i> will not pay more than stated • the terms, limitations and conditions of the policy insofar as they can apply. 	
	<p>Special Conditions applying to section E</p>	
	<p><i>We</i> may free ourselves from any further liability by paying to <i>you</i> or on <i>your</i> behalf the maximum sum payable under the public or products liability section or should any payments have been made, the balance of such maximum sum.</p>	
	<p><i>We</i> shall also pay law costs incurred prior to the date of such payment.</p>	
	<p>If the sum payable for any claim or claims made against <i>you</i> is greater than the maximum sum payable <i>you</i> shall pay the extra amount. <i>You</i> shall also pay such proportion of the law costs as the extra amount bears to the total sum payable for such claim or claims.</p>	

Special Condition applying to section E2 – Public Liability and section E3 – Products 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 £10,000,000. Provided that the most *we* will pay will not increase and *we* will not pay more than the limit stated under sections E2 and E3.

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.

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*.

Your attention is drawn to the Conditions and Exclusions detailed on pages 52-59 of the policy.

	What is insured	What is not insured
Professional Indemnity	<p>4 <i>Your</i> legal liability for:</p> <ul style="list-style-type: none"> breach of professional duty by reason of any neglect error or omission committed in good faith by <i>you</i>, or <i>your agent, predecessor</i> or any other person firm or company acting jointly for <i>you</i>. 	<p>Any liability :</p> <ul style="list-style-type: none"> arising out of bodily injury or disease sustained by any <i>employee</i> arising out of and in the course of his employment by <i>you</i> arising out of the death of or personal injury to any other person or loss of or <i>damage</i> to material property unless arising out of the omission to perform a professional duty. arising from the provision of advice design or specification where <i>you</i> contract to manufacture construct erect or install or supply materials or equipment. arising from an agreement by <i>you</i> to pay penalties or liquidated damages in so far as liability under such agreement exceeds the amount of <i>your</i> liability in the absence of such agreement. arising from any breach of any obligation owed by <i>you</i> as employer to any <i>employee</i> or former <i>employee</i>. the consequence of any circumstance notified under any policy which was in force prior to the inception of this insurance or known to <i>you</i> at the inception of this insurance which might reasonably be expected to produce a claim. arising from pollution or contamination of buildings or other structures or of water, land or the atmosphere. arising out of the theft of money or material property belonging to <i>your</i> customers.
	<ul style="list-style-type: none"> libel and slander committed or uttered in good faith by any partner former partner or principal of <i>yours</i> or any <i>agent employee</i> or <i>predecessor</i> 	

What is insured**What is not insured**

We will pay all sums *you* shall become legally liable to pay as compensation in respect of claims made against *you* and notified to *us* during any Period of Insurance and arising out of the conduct of the *business* within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Limit of Liability

The most *we* will pay for any one Period of Insurance is £2,000,000. *We* will also pay all legal costs awarded to any claimant or incurred in defending any claim that is contested with *our* consent.

**Extension to
Professional
Indemnity
cover****Indemnity to other persons**

If the following people have a claim made against them for which *you* would be insured by this section, *we* will pay for any amounts for which they are legally liable

- a) any partner or former partner of *yours* or if deceased incapacitated insolvent or bankrupt their legal representatives
- b) at *your* request any *employee* or if deceased incapacitated insolvent or bankrupt their legal representatives.

Provided that:

- *we* shall not be liable unless *we* have the sole conduct and control of all claims
- the extension 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, limitations and conditions of the policy insofar as they can apply.

section F – personal accident

Meaning of Words

Assured

Category A - *You* and any of *your* partners, directors or *employees* (except voluntary workers) aged over 16 and under 70 years who are employed and normally resident in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Category B - Any voluntary workers aged over 16 and under 70 who are employed and normally resident in Great Britain, Northern Ireland, The Isle of Man or the Channel Islands.

Normal net weekly wage

Gross average weekly earnings less Tax, National Insurance and any other PAYE deductions from *you* of the *Assured* during the 52 weeks preceding the date of injury.

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 5 and 6. 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* which arises out of and in the course of their employment by *you* including whilst travelling in the course of such employment 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 (except in respect of mopeds or scooters up to 50cc), 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:

		Category A	Category B
1	Death	£25,000	£5,000
2	Permanent total loss of one or more limbs	£25,000	£5,000
3	Permanent loss of all sight of one or both eyes	£25,000	£5,000
4a	Permanent total inability to attend to any occupation or business	£25,000	£5,000
4b	see Continental Scale below	£25,000	£5,000
5	Temporary total inability to attend to the <i>usual occupation or business</i>	<i>Normal net weekly wage</i>	Nil

Continental Scale – Permanent Partial Disablement

If accidental bodily injury is the only and direct cause of Permanent Partial Disablement *we* will pay a percentage of the sum shown in the Table of Benefits equivalent to the degree of disablement.

The following scale states the percentage of such sum appropriate to the forms of Permanent Partial Disablement:

1	Permanent total:	
	a) loss of hearing in both ears	50%
	b) loss of hearing in one ear	10%
2	Permanent loss by physical separation of:	
	a) one thumb	
	i) both phalanges	20%
	ii) one phalange	7%
	b) one index finger	
	i) three phalanges	9%
	ii) two phalanges	6%
	iii) one phalange	3%
	c) one other finger	
	i) three phalanges	7%
	ii) two phalanges	5%
	iii) one phalange	2%
	d) one great toe	
	i) two phalanges	6%
	ii) one phalange	1%
	e) one other toe	
	i) three phalanges	3%
	ii) two phalanges	2%
	iii) one phalange	1%

Limits and settling claims

- *We* will pay the sum or sums 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 week of each period of disablement. *We* will not pay the benefit for more than 12 weeks.
- If *we* are satisfied that disability under benefit 5 is permanent, benefit 4a shall become payable 104 weeks after the date of injury. 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.

The most *we* will pay under the Continental Scale for any one *Assured* shall not exceed 100% of the sum shown in the Table of Benefits.

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 52-59 of the policy.

section G - legal expenses

Cover under this section G is underwritten and administered by DAS Legal Expenses Insurance Company Limited. Head and Registered Office: DAS House, Quay Side, Temple Back, Bristol BS1 6NH England. Registered in England and Wales, number 103274.

To make sure that *you* get the most from *your* legal expenses cover, please take time to read this section G. ***Please take extra care in following the procedures under Employment Compensation Awards cover (insured incident 1(b)).***

If *you* have any questions or would like more information, please contact *your* insurance adviser.

It will help if *you* keep the following points in mind:

How *we* can help

Once *you* have given *us* details of *your* claim and *we* have accepted it, *we* will start to resolve *your* legal problem.

To make a claim under this Section G please telephone *us* on 0117 934 0176 and *we* will take details of *your* dispute. *We* will not be able to confirm cover for *your* claim, but *we* will provide *you* with a reference number and advise *you* what to do next.

If *you* would prefer to report *your* claim in writing please send it to the Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Alternatively *you* can email *your* claim to *us* at newclaims@das.co.uk

Claims are usually handled by a representative appointed by *us*, but sometimes *we* deal with them ourselves.

Claims outside the United Kingdom may be dealt with by other DAS offices elsewhere in Europe.

If *you* need help from *us*

You can phone *us* any time on 0117 934 0176 for advice on any commercial legal or tax problem affecting *your* business.

When *we* cannot help

Please do not ask for help from a solicitor or accountant before *we* have agreed. If *you* do, *we* will not pay the costs involved.

Meaning of words

Insured person

You or *your* directors, partners, managers and employees.

Any passenger or driver who is in or on the *insured vehicle* with *your* permission.

Anyone claiming under this policy must have *your* agreement to claim.

Insured vehicle

Any vehicle which is owned by, or hired or leased to *you*.

Appointed representative

The lawyer, accountant or other suitably qualified person, who has been appointed to act for an *insured person* in accordance with the terms of this section G.

Period of insurance

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

Full enquiry

An extensive examination by HM Revenue & Customs which considers all aspects of *your* tax affairs, excluding those enquiries which are limited to one or more specific aspects of *your* self assessment and/or corporation tax return.

Aspect enquiry

An examination by HM Revenue & Customs which considers one or more specific aspects of *your* self assessment and/or corporation tax return.

Tax intervention Enquiry

An examination by HM Revenue & Customs to measure the level of compliance in *your* financial accounting records to highlight areas where errors have occurred or may occur.

Date of occurrence

The date on which the claim is first made in writing by or against the *insured person* during the *period of insurance* in respect of an insured incident occurring during or prior to the *period of insurance* but of which the *insured person* was not aware at the commencement of the *period of insurance* and notified to *us* during or within 30 days after the expiry of the same *period of insurance*.

Costs and expenses

- Legal costs

All reasonable and necessary costs chargeable by the *appointed representative* on a standard basis.

Also the costs incurred by opponents in civil cases if an *insured person* has been ordered to pay them, or pays them with *our* agreement

- Accountant's costs

A reasonable amount in respect of all costs reasonably incurred by the *appointed representative*.

- Attendance expenses

The *insured person's* salary or wages for the time that the *insured person* is off work to attend any arbitration, court or tribunal hearing at the request of the *appointed representative* or while attending jury service. *We* will pay for each half or whole day that the court, tribunal or the *insured person's* employer will not pay for.

The amount *we* will pay is based on the following:

- the time the *insured person* is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours;
- if the *insured person* works full time, the salary or wages for each whole day equals 1/250th of the *insured person's* yearly salary or wages;
- if the *insured person* works part-time, the salary or wages will be a proportion of the *insured person's* weekly salary or wages.

Territorial limit

For insured incidents 2 Legal Defence (excluding 2(4)), and 4(b) Bodily Injury

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus).

For all other insured incidents

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

Other words with special meanings in this section G are defined on pages 5 and 6.

They are: *we, us, our, you, your.*

The cover

This section G will cover the *insured person* in respect of any insured incident arising in connection with the business shown in the schedule if the premium has been paid.

We agree to provide the insurance in this section G as long as:

- (a) the *date of occurrence* of the insured incident happens during the *period of insurance* and within the *territorial limit*; and
- (b) any legal proceedings will be dealt with by a court, or other body which *we* agree to, in the *territorial limit*; and
- (c) in civil claims it is always more likely than not that an *insured person* will recover damages (or obtain any other legal remedy which *we* have agreed to) or make a successful defence.

For all insured incidents, *we* will help in appealing or defending an appeal as long as the *insured person* tells *us* within the time limits allowed that they want *us* to appeal. Before *we* pay any *costs and expenses* for appeals, *we* must agree that it is always more likely than not that the appeal will be successful.

If an *appointed representative* is used, *we* will pay the *costs and expenses* incurred for this.

We will pay Compensation Awards that *we* have agreed to.

The most *we* will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000.

Insured incidents *we* will cover

What is insured	What is not insured
1 EMPLOYMENT DISPUTES AND COMPENSATION AWARDS	
(a) Employment Disputes	
<i>We</i> will defend <i>your</i> legal rights:	
(1) prior to the issue of legal proceedings in a court or tribunal following the dismissal of an employee; or	(1) Any claim in respect of damages for personal injury or loss of or damage to property.
(2) in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or	(2) Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 1981 as amended by the Collective Redundancies and Transfer of Undertaking Regulations (Protection of Employment) (Amendment) Regulations 1999, or the Acquired Rights Directive 2001 and any amending legislation.
(3) in legal proceedings in respect of any dispute with	
(a) an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of, or relates to, a contract of employment with <i>you</i> , or	
(b) an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.	

What is insured**(b) Compensation Awards**

We will pay:

- (1) any basic and compensatory award; and/or
 - (2) an order for compensation following a breach of *your* statutory duties under employment legislation
- in respect of a claim *we* have accepted under insured incident 1(a).

Provided that

- (1) In cases relating to performance and/or conduct, *you* have throughout the employment dispute either:
 - (a) followed the ACAS Code of Disciplinary Practice and Procedures in Employment as prepared by the Advisory Conciliation and Arbitration Service; or
 - (b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
 - (c) sought and followed advice from *our* legal advice service.
- (2) For an order of compensation following *your* breach of statutory duty under employment legislation *you* have at all times sought and followed advice from *our* legal advice service since the date when *you* should have known about the employment dispute.
- (3) For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, *you* have sought and followed advice from *our* Claims Department prior to serving notice of redundancy.
- (4) The compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by *us*.
- (5) The total of the compensation awards payable by *us* shall not exceed £1,000,000 in any one *period of insurance*.

c) Service Occupancy

We will negotiate for *your* legal rights against an employee or ex-employee to recover possession of premises owned by, or for which *you* are responsible.

What is not insured

- (1) Any compensation award relating to the following:
 - trade union activities, trade union membership or non-membership;
 - pregnancy or maternity rights;
 - health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
 - statutory rights in relation to trustees of occupational pension schemes;
 - statutory rights in relation to Sunday shop and betting work.
- (2) Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
- (3) Any award ordered as a result of a breach of statutory rights in relation to the provision of relevant records to employees under the National Minimum Wage Act 1998.
- (4) Any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.

Any claim relating to defending *your* legal rights other than defending a counter-claim.

2 LEGAL DEFENCE

At *your* request

- (1) *We* will defend the *insured person's* legal rights:
 - (a) prior to the issue of legal proceedings when dealing with the
 - Police
 - Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that the *insured person* has or may have committed a criminal offence; or
 - (b) following an event which leads to the *insured person* being prosecuted in a court of criminal jurisdiction; or
 - (c) if civil action is taken against the *insured person* for compensation under section 13 of the Data Protection Act 1998. *We* will also pay any compensation award made against the *insured person* under section 13 of the Data Protection Act 1998.
- (2) *We* will defend *your* legal rights following civil action taken against *you* for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the *period of insurance*.
- (3) *We* will defend the *insured person's* (other than *your*) legal rights if:
 - (a) an event arising from their work as an employee leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion; or
 - (b) civil action is taken against them as a trustee of a pension fund set up for the benefit of *your* employees.
- (4) *We* will represent the *insured person* in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting *your* business.
- (5) *We* will represent *you* in appealing against the refusal of the Information Commissioner to register *your* application for registration.
- (6) *We* will pay the *attendance expenses* of an *insured person* for jury service.

Any claim which leads to the *insured person* being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

Provided that

- (1) In so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the *territorial limit* shall be any place where the Act applies.
- (2) At the time of the insured incident, *you* have registered with the Information Commissioner in respect of insured incident (1)(c).

3 STATUTORY LICENCE PROTECTION

We will represent *you* in appealing to the relevant statutory or regulatory authority, court, or tribunal following an event which results in a licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling *your* licence or British Standard Certificate of Registration.

- (1) An original application or application for renewal of a statutory licence or British Standard Certificate of Registration.
- (2) Any licence appeal relating to the ownership, driving or use of a motor vehicle.

4 PROPERTY PROTECTION AND BODILY INJURY

(a) Property Protection

We will negotiate for *your* legal rights in any civil action relating to material property which is owned by, or *your* responsibility following:

- (1) any event which causes or could cause physical damage to such material property; or
- (2) any nuisance or trespass.

Any claim relating to the following:

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

(b) Bodily Injury

At *your* request, *we* will negotiate for an *insured person's* and their family members' legal rights following an event which causes the death of, or bodily injury to them.

Any claim relating to the following:

- (1) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident; or
- (2) defending an *insured person's* or their family members' legal rights other than in defending a counter-claim; or
- (3) a motor vehicle owned or used by, or hired or leased to an *insured person* or their family members.

5 TAX PROTECTION

(a) Full or Aspect Enquiries

We will negotiate on *your* behalf and represent *you* in any appeal proceedings in respect of a *full enquiry* and/or *aspect enquiry*.

(b) Tax Intervention Enquiries

We will negotiate on *your* behalf and represent *you* in any dealings with HM Revenue & Customs in respect of a tax intervention enquiry

(c) Employers' Compliance

We will negotiate on *your* behalf and represent *you* in any appeal proceedings in respect of a dispute concerning *your* compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue & Customs.

(d) VAT Disputes

We will negotiate on *your* behalf and represent *you* in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of Value Added Tax due.

Provided that

- (1) For all insured incidents, *you* have taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.
- (2) We will not pay more than £2000 for *aspect enquiries*.

- (1) In respect of *aspect enquiries* the first £200 of *costs and expenses* in each and every claim.
- (2) Any insured incident arising from a tax avoidance scheme.
- (3) Any insured incident caused by *your* failure to register for Value Added Tax.
- (4) Any insured incident arising from any investigation or enquiries undertaken by HM Revenue & Customs Special Investigations Section or Special Civil Investigations or the Revenue & Customs Prosecution Office.
- (5) Any insured incident arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

6 TENANCY DISPUTES

We will negotiate for *your* legal rights in respect of a dispute between *you* and *your* landlord relating to premises leased or rented by *you*.

Any dispute arising from or relating to rent or service charges or renewal of the tenancy agreement.

7 ACCIDENT LOSS RECOVERY AND PERSONAL INJURY

We will negotiate to recover the *insured person's* uninsured losses and costs after an event which:

- (1) causes damage to the *insured vehicle* or to property in or on it; or
- (2) causes the death of, or bodily injury to, an *insured person* while the *insured person* is in or on the *insured vehicle*

- (1) An event which causes the death of, or bodily injury to, any passenger (other than directors, partners, managers and any of *your* employees) in an *insured vehicle* with more than 17 seats.
- (2) The *insured vehicle* being used by anyone who does not have valid motor insurance.

Exclusions applying to this Section G of the Policy

- 1 Any claim reported to *us* more than 180 days after the date the *insured person* should have known about the insured incident.
- 2 *Costs and expenses* incurred before the written acceptance of a claim by *us*.
- 3 Fines, penalties, compensation or damages which the *insured person* is ordered to pay by a court or other authority other than compensation awards as covered under insured incident 1(b) Compensation Awards and 2 Legal Defence.
- 4 Any insured incident deliberately or intentionally caused by an *insured person*.
- 5 A dispute with *us* not otherwise dealt with under Condition 7.
- 6 Any claim relating to a shareholding or partnership share in *your* business unless such shareholding was acquired under a scheme open to all of *your* employees or a substantial number of them of a certain minimum grade other than *your* directors or partners.
- 7 An application for judicial review.
- 8 Any claim caused by, contributed to by or arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
 - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 9 Legal action an *insured person* takes which *we* or the *appointed representative* have not agreed to or where the *insured person* does anything that hinders *us* or the *appointed representative*.
- 10 When either at the commencement of or during the course of a claim, *you* are bankrupt or have filed a bankruptcy petition or winding-up petition, or have made an arrangement with *your* creditors, or have entered into a deed of arrangement or are in liquidation or part or all of *your* business affairs or property are in the care or control of a receiver or administrator.
- 11 Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
- 12 Any claim relating to any non-contracting party's right to enforce all or any part of this section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section G.
- 13 Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.

Conditions applying to this Section G of the Policy.

- 1 An *insured person* must:
 - (a) keep to the terms and conditions of this section G;
 - (b) notify *us* immediately of any alteration which may materially affect *our* assessment of the risk;
 - (c) take reasonable steps to keep any amount *we* have to pay as low as possible;
 - (d) try to prevent anything happening that may cause a claim;
 - (e) send everything *we* ask for, in writing;
 - (f) give *us* full details of any claim as soon as possible and give *us* any information *we* need.

 - 2
 - (a) *We* can take over and conduct in the name of the *insured person*, any claim or legal proceedings at any time.
We can negotiate any claim on behalf of an *insured person*.
 - (b) If *we* agree to start legal proceedings and it becomes mandatory for an *insured person* to be represented by a lawyer, or if there is a conflict of interest, an *insured person* can choose an *appointed representative* by sending *us* the suitably qualified person's name and address.
We may choose not to accept the choice of representative, but only in exceptional circumstances.
If there is a disagreement over the choice of *appointed representative*, another suitably qualified person can be appointed to decide the matter.
 - (c) Before an *insured person* chooses a lawyer or an accountant, *we* can appoint an *appointed representative*.
 - (d) An *appointed representative* will be appointed by *us* and represent an *insured person* according to *our* standard terms of appointment. The *appointed representative* must co-operate fully with *us* at all times.
 - (e) *We* will have direct contact with the *appointed representative*.
 - (f) An *insured person* must co-operate fully with *us* and with the *appointed representative* and must keep *us* up-to-date with the progress of the claim.
 - (g) An *insured person* must give the *appointed representative* any instructions that *we* require.

 - 3
 - (a) An *insured person* must tell *us* if anyone offers to settle a claim and must not agree to any settlement without *our* written consent.
 - (b) If an *insured person* does not accept a reasonable offer to settle a claim, *we* may refuse to pay further *costs and expenses*.
 - (c) *We* may decide to pay the *insured person* the amount of damages that the *insured person* is claiming or is being claimed against them instead of starting or continuing legal proceedings.

 - 4
 - (a) If *we* ask, an *insured person* must tell the *appointed representative* to have *costs and expenses* taxed, assessed or audited.
 - (b) An *insured person* must take every step to recover *costs and expenses* that *we* have to pay and must pay *us* any *costs and expenses* that are recovered.

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

 - 6 If an *insured person* settles a claim or withdraws their claim without *our* agreement, or does not give suitable instructions to an *appointed representative*, the cover *we* provide will end at once and *we* will be entitled to re-claim any *costs and expenses* paid by *us*.

 - 7 If *we* and an *insured person* disagree about the choice of *appointed representative*, or about the handling of a claim, *we* and the *insured person* can choose another suitably qualified person to decide the matter. We must both agree to this in writing. If *we* cannot agree with the *insured person* about the choice of the second suitably qualified person, *we* will ask the president of a relevant national law society to choose a suitably qualified person. Whoever loses the disagreement will have to pay the costs of settling it.
-

- 8 *We* may at *our* discretion require *you* to obtain an opinion from counsel at *your* expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by *us*.
- 9 *We* will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.
- 10 All Acts of Parliament within the policy wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

HELPLINE SERVICES

We provide these services 24 hours a day, 7 days a week during the *period of insurance*. To help *us* check and improve *our* service standards, *we* record all calls.

EUROLAW COMMERCIAL LEGAL ADVICE

We will give *you* confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

TAX ADVICE

We will give *you* confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.

BUSINESS ASSISTANCE

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

To contact the above services, phone *us* on 0117 934 0176 quoting *your* policy number TS5/4830680.

COUNSELLING

We will provide all *your* employees (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services.

To contact the counselling helpline, phone *us* on 0117 934 2121. These calls are not recorded.

We will not accept responsibility if the Helpline Services fail for reasons we cannot control.

The Employment Manual

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit *our* website at www.das.co.uk. From the Home Page click on the Employment Manual icon. All the sections of this web-based document can be printed off for *your* own use. Contact *us* at marketing@das.co.uk with *your* e mail address, quoting *your* policy number and *we* will contact *you* by e mail to inform *you* of future updates to the information.

DASBUSINESSLAW

The DASbusinesslaw service provides a wide range of letters, articles and reference information, as well as interactive document builders, designed to help *you* run *your* business.

This service also provides useful tools and information on matters such as new legislation, employment issues, property law and taxation, all regularly updated by legal experts.

To access DASbusinesslaw, *you* will need to visit www.dasbusinesslaw.co.uk and register using password DAS472301 and Policy Number TS5/4830680. When prompted to input *your* company name, please insert the prefix MMK followed by the name of *your* business.

If *you* experience any problems accessing the service, please e-mail the problem to businesslaw@das.co.uk, quoting the above policy number.

Please note that if *you* have a specific problem or dispute, *you* should always contact the legal advice helpline for assistance.

DAS Legal Expenses Insurance Company Ltd is authorised and regulated by the Financial Services Authority and is a member of the Association of British Insurers.

endorsements applying to all sections other than section G

Minimum Security Standard – Level A *Damage* caused by theft or attempted theft is not insured unless devices for the security of the *premises* are installed at *your premises* within 60 days of inception of the policy in accordance with the following Specification and all such devices are put into full and effective operation whenever the *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 (The following applies only if indicated in the schedule)

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

General conditions

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

- 1 The policy, proposal form, 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 *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.
- 6 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.
- 7 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.
- 8 *You* must tell *us* immediately when 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 and section G

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 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 section E2 – Public Liability and section E3 – Products Liability)

Damage to:

- property as a result of it 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 General Exclusion – T971

This Policy does not cover

1. *damage* to any computer or other equipment or system or item which processes stores transmits retrieves or receives data whether tangible or intangible (including but without limitation any information or programs or software) and whether the property is insured or not where such *damage* is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack.
2. *consequential loss* directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking or Denial of Service Attack.

But this shall not exclude *damage or consequential loss* which results from an insured event (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence)

DEFINITIONS

For the purposes of this General Exclusion the following special meanings shall apply:

“Virus or Similar Mechanism” means program code, programming instruction or any set of instructions intentionally constructed with the ability to *damage*, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs.

“Hacking” means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data whether belonging to you or not.

“Denial of Service Attack” means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of Service Attacks include but are not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

10 Terrorism Exclusion T990A

A - Exclusion in respect of terrorism

This Policy does not cover *damage*, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with:

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

If *we* decide that by reason of this EXCLUSION *damage* or loss resulting from such *damage* is not insured and *you* dispute *our* decision *you* must prove that this EXCLUSION should not apply.

B - Northern Ireland exclusion

This Policy does not cover *damage* to any property in Northern Ireland or loss resulting from such *damage* arising from riot civil commotion and (except in respect of *damage* by fire or explosion) strikers locked out workers or persons taking part in labour disturbances.

11 Employers' Liability revised limit T991

Under No. 1 of section E - Employers' Liability the most *we* will pay is £10,000,000 for any one claim against *you* or by *you* or series of claims against *you* or by *you* arising out of one cause (other than terrorism).

The most *we* will pay under this Policy in respect of any one claim against *you* or by *you* or series of claims against *you* or by *you* arising directly or indirectly from terrorism shall be £5,000,000.

For the purposes of this section of the Policy "terrorism" means:

1. any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division of any nation, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
 - a) involves violence against one or more persons: or
 - b) involves damage to property; or
 - c) endangers life other than that of the person committing the action; or
 - d) creates a risk to health or safety of the public or a section of the public; or
 - e) is designed to interfere with or to disrupt an electronic system

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

The amount shall be inclusive of:

1. all legal costs and other expenses incurred by any claimant or claimants
2. all legal costs and other expenses incurred in defending any claim or claims.

Where *we* agree to indemnify more than one party then nothing in this Policy shall increase *our* liability to pay any amount in respect of one claim or series of claims in excess of the amount stated above.

12 Personal Accident Terrorism Exclusion

Section F – Personal Accident does not cover death, injury, loss or disablement directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with:

1. any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto, of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
 - i) involves violence against one or more persons; or
 - ii) involves *damage* to property; or
 - iii) endangers life other than that of the person committing the action; or
 - iv) creates a risk to health or safety of any person
 - v) constitutes a threat attempt or conspiracy to do any of the foregoing.
2. any action in controlling, preventing, suppressing, retaliating against, or responding to any act, or preparation in respect of action, or threat of action described in (1) above.

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

- 13 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.

- 14 *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.

- 15 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, Section F and Section G

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.

Our Complaints Procedure

We value the opportunity to investigate any concerns *you* may have about any aspect of *our* service and are committed to handling all complaints fairly, thoroughly and promptly.

Who to contact in the first instance

Many concerns can be resolved straight away therefore in the first instance please get in touch with *your* usual contact as they will generally be able to provide *you* with an immediate response to *your* satisfaction.

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

If *we* cannot resolve *your* complaint straight away *we* will aim to resolve *your* concerns as soon as possible and *we* will keep *you* informed of progress while *our* enquiries are continuing.

The majority of complaints *we* receive are resolved within four weeks of receipt.

Next steps if you are not happy with the response provided

We are dedicated to *our* customers and seek to do what is right however sometimes *we* may not be able to reach an agreement with *you*. If this is the case and *you* remain dissatisfied once *you* have received *our* response to *your* complaint *we* will refer *your* complaint to *our* Customer Relations Team for a separate review.

The Customer Relations Team will contact *you* to let *you* know they have received *your* complaint and when their review is complete they will provide *you* with a final response on *our* behalf.

Complaints Procedure applying to section G

DAS will always try to give *you* a quality service. If *you* think they have let *you* down they have internal complaint handling procedures. A copy of these is available on request. Please address all complaints to their Managing Director at Head Office who will direct the complaint to the head of the relevant department.

The Financial Ombudsman Service (FOS)

If *we* are unable to resolve *your* complaint to *your* satisfaction within eight weeks or if *you* remain dissatisfied following receipt of *our* final response letter *you* can ask the FOS to formally review *your* case. *You* must contact the FOS within six months of *our* final response.

The FOS contact details are as follows:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

You can telephone on 0845 080 1800 or e-mail complaint.info@financial-ombudsman.org.uk

This is a free and impartial service and will not affect *your* legal rights.

The FOS can help with most complaints if *you* are:

- a private individual
- a business with an annual turnover of less than £1,000,000
- a charity with an annual turnover of less than £1,000,000
- a trustee of a trust with a net asset value of less than £1,000,000.

If *you* are unsure whether the FOS will look at *your* complaint please contact them directly for further information.

You are entitled to contact the FOS at any stage of *your* complaint.

The Financial Services Compensation Scheme (FSCS)

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

Following this complaints procedure does not affect *your* legal rights.

notes



Zurich Insurance plc A public limited company incorporated in Ireland. Registration No.13460.
Registered office: Zurich House, Ballsbridge Park, Dublin 4, Ireland. UK Branch registered in Ireland and Wales. Registration No. BR7985. UK Branch Head Office: The Zurich Centre, 3000 Parkway Whiteley, Fareham Hampshire, PO15 7JZ.
Authorised by the Irish Financial Regulator and regulated by the Financial Services Authority for the conduct of UK business

Legal Expenses Cover is underwritten and administered by DAS Legal Expenses Insurance Company Limited, registered office DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Registered in England and Wales under company number 103274. Authorised and regulated by the Financial Services Authority.

These details can be checked on the FSA's register by visiting their website www.fsa.gov.uk/register or by contacting them on 0845 606 1234. Communications may be recorded or monitored to improve our service and for security and regulatory purposes.



 **Marchant
McKechnie**
Insurance Brokers Ltd

Annie Reed Road, Beverley, East Yorkshire HU17 0LF
Telephone: (01482) 882223 Fax: (01482) 872035
E-mail: homecare@mmib.co.uk
www.mmib.co.uk

*Authorised and Regulated by the Financial Services Authority
Members of the Institute of Insurance Brokers*