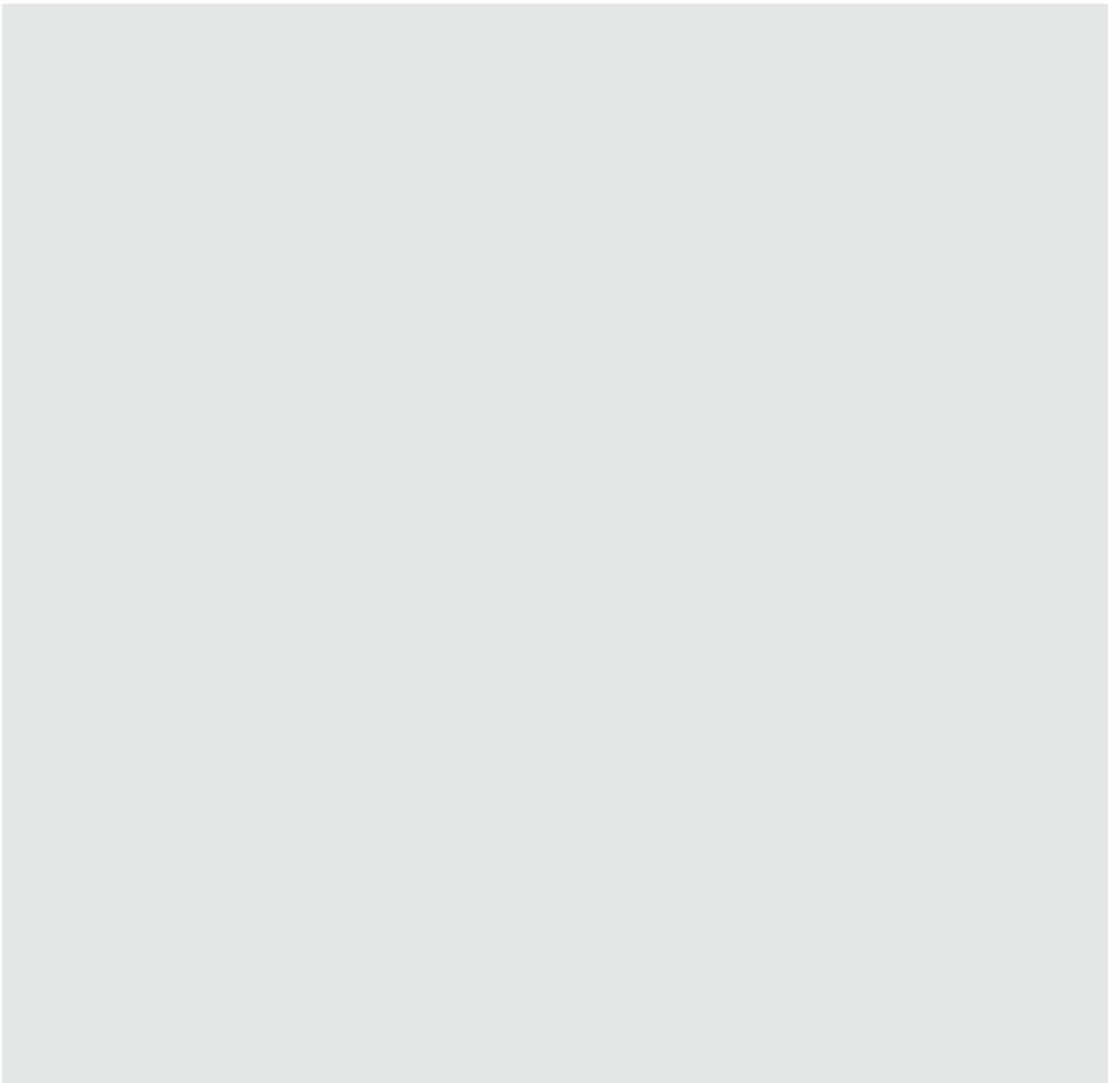




# Residential Property Owners

## Policy document



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# How we use your information

## Who controls your personal information

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

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

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

## What personal information we collect about you

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

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

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

## How we use your personal information

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

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

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

## Who we share your personal information with

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

- associated companies including reinsurers, suppliers and service providers;
- introducers and professional advisers;
- regulatory and legal bodies;
- survey and research organisations;
- credit reference agencies;
- healthcare professionals, social and welfare organisations; and
- other insurance companies

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

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

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

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

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

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

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

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

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

We will retain and process your personal information for as long as necessary to meet the purposes for which it was originally collected. These periods of time are subject to legal, tax and regulatory requirements or to enable us to manage our business.

### **Your data protection rights**

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

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

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

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

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

### **Fraud prevention and detection**

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

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

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

### **Claims history**

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

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

This helps to check information provided and prevent fraudulent claims.

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

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

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

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

# Your Residential Property Owners' Policy

This Policy is a contract between **you** and **us**.

This Policy and any schedule, endorsement and certificate should be read as if they are one document.

**We** will insure **you** under those sections stated in the schedule during any period of insurance for which **we** have accepted **your** premium provided always that all the terms and conditions of this Policy are complied with. **Our** liability will in no case exceed the amount of any sum insured or limit of indemnity stated in this Policy, the schedule or any endorsement to this Policy.

When **you** take out, renew and make changes to the cover provided by this Policy, **you** must take reasonable care to ensure that **you** accurately answer any questions which **we** ask of **you** and that any information **you** give **us** is accurate. If **you** are taking out this Policy for purposes which are wholly or mainly related to **your** trade, business or profession, **you** must also let **us** know about all facts which are material to **our** decision to provide **you** with insurance. Failure to meet these obligations could result in this policy being invalidated, a claim not being paid, or an additional premium being charged.

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

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

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

## **Law applicable to this contract**

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

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

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

Please read this Policy and any schedule, endorsement and certificate carefully and if they do not meet **your** needs return them to **us** or **your** broker or insurance intermediary.

This document shows all the Sections available under the Policy. Cover is only effective for those Sections shown as operative in the Schedule and then only to the extent shown there.

# Guide to your Policy

Your new Policy has been designed to meet the needs of the residential property owners market, and it's been written in plainer English which we hope will make it easier to understand.

To help you find your way around your Policy, we've produced the following short guide to the contents.

**General Definitions:** defined words which have a special meaning wherever they are used in the Policy. Definitions save us using or repeating long explanations in the middle of the Policy wording.

## Section 1

**Material Damage:** covers your physical assets to the extent that you have chosen. You can find sums insured and limits of your cover in the Schedule.

## Section 2

**Property Owners Liability:** covers your legal obligations to pay someone else, other than employees, for injury or damage to their property, caused by your business/association.

## Section 3

**Employers Liability:** covers your legal obligations to compensate an employee who is injured.

## Section 4

**Legal Expenses:** covers legal expenses incurred to evict squatters.

## Section 5

Terrorism Extension

## General

Matters which apply to the whole Policy, or to more than one section:

- **Claims Conditions** – what to do if you need to make a claim
- **Provisions**
- **Exclusions**

**Endorsements:** not all of these will apply, but, where they do, they will be shown on the Schedule.

**Queries and Complaints Procedure:** what to do if you have a problem with this Policy or our service.

## Schedule

Attached to your Policy is the Schedule. This is a separate document so that an updated copy can be given to you whenever you change your individual circumstances.

**Schedule:** this specifies the particulars you have chosen and, in addition, will show details of any special extensions and endorsements specially applicable to you and not included in the standard printed Policy.

**Specification:** this sets out a summary of your particulars, such as your name and address, and which sections of the Policy are operative, sums insured and limits of liability.

# General definitions

Wherever the following words appear in the Policy in bold letters they will have the same defined special meaning attributed to them.

## Buildings

The **buildings** at the **premises** shown in the Schedule including:

- a) landlords' fixtures and fittings and decorations
- b) private garages, outbuildings, yards, forecourts, car parks, drives, pools, hard courts, patios and terraces
- c)
  - i) roads and pavements, associated lamp posts and other street furniture
  - ii) garden machinery, garden landscaping and paving, garden furniture, trees and plants but only to the extent of **your** responsibility
- d) walls, gates, fences, canopies, fixed signs, communication aerials and closed circuit surveillance equipment
- e) cesspits, septic tanks, piping, ducting, cables, wires and associated control gear and accessories on the **premises** and extending to the public mains, but only to the extent of **your** responsibility
- f) fixed glass or polycarbonate substitutes including mirrors, fixed glass in furniture, plate glass tops, ceramic hobs, solar glass heating panels, double-glazed units, intruder alarm foils and fixed sanitary ware for which **you** are responsible.
- g) gymnasias used by residents for domestic and leisure purposes

## Business

**Your business** shown in the Schedule including:

- a) the ownership, organisation and/or management of the **buildings**
- b) **your** fire, security, first aid and ambulance services
- c) maintenance of the **buildings**, plant and equipment

In respect of Sections 2 and 3 only **business** also includes:

- d) **your** sponsorship of events or involvement in exhibitions, galas, carnivals, fetes or corporate hospitality.

## Claim

A single loss or series of losses **due to** one occurrence which is insured by this Policy.

## Contents of Common Parts

Furniture, carpets, curtains, equipment, other similar **property** and tenants' improvements, alterations and decorations within common areas of the **buildings** for which **you** are responsible but excluding computer systems software, data and records.

## Damage

Loss or damage.

## Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems including but not limited to the generation of excess network traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

## Due to

Directly or indirectly caused by, resulting or arising from, in connection with.

## Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with **you**
- b) supplied to, hired or borrowed by **you** including persons undertaking study or work experience whilst employed or engaged by **you** in connection with the **business**.

## Excess

The amount for which **you** are responsible and which will be deducted from any payment under this Policy after the application of all other terms and conditions of the Policy.

The **excess** which applies to each claim may vary; **you** should check the relevant Policy Section, Endorsement, Specification or Schedule.

## Geographical limits

- a) The **territorial limits**
- b) elsewhere in the world in respect of:
  - i) any act or omission occurring within the **territorial limits**
  - ii) work undertaken by **you**, **your officers** or any **employee** who ordinarily reside in the **territorial limits**.

## Goods

Goods (including containers, packaging, labelling and instructions for use) which are not in **your** custody or control and which **you** have sold or supplied within the **territorial limits** in connection with the **business**.

## Hacking

Unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data.



### **Injury**

Bodily injury including illness, death, disease, mental injury or anguish and shock.

### **Nuclear Installation**

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

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

### **Nuclear Reactor**

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

### **Officer(s)**

Director(s) or partner(s) in the **business**.

### **Pay**

Pay or at **our** option reinstate, repair or replace the damaged **property** or any part of it.

### **Premises**

The premises shown in the Schedule.

### **Principal**

Any party other than **your officers** or **employees** with whom **you** have undertaken work or the performance of a contract, agreement for work or provision of services (other than the sale or supply of **goods**) in connection with the **business**.

### **Property**

Material property.

### **Resident**

Any person who is the owner, lessee or occupier of any private dwelling or flat and any member of their family permanently living with them at the **buildings**.

### **Virus or Similar Mechanism**

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

### **Territorial Limits**

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

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

Zurich Insurance plc: pertaining to Zurich Insurance plc.

### **You: your**

The person, people, company or other organisation shown in the Schedule as the Insured: pertaining to the Insured.

# Section 1 – Material Damage

## Special Definitions

Wherever the following words appear in capital letters, e.g. DECLARED VALUE, within this Section they will have the same defined special meaning attributed to them.

## BODILY INJURY

Accidental injury not including sickness, disease or any naturally occurring condition or degenerative process or any gradually operating cause.

## DECLARED VALUE

The cost of REINSTATEMENT of the **property** insured at the inception of the Period of Insurance excluding inflationary factors that may operate subsequently adjusted to include where insured:

- a) the additional cost of REINSTATEMENT to comply with European Union legislation, statutory or local authority requirements
- b) professional fees
- c) debris removal costs.

## INSURED PERSON

Any **officers** or **your** authorised representative who is 16 years old or over but under 66 years old to whom **you** have entrusted MONEY.

## MONEY

Coinage, bank and currency notes, bills of exchange, cheques, giro cheques, giro cash cheques, bankers drafts, national giro drafts, money orders, postal orders, national insurance stamps, national savings stamps, national savings certificates, all belonging to **you** or for which **you** have accepted responsibility and held in connection with the **business**.

## NON NEGOTIABLE MONEY

Crossed cheques, crossed giro cheques, crossed bankers drafts, crossed national giro drafts, crossed money orders, crossed postal orders, used national insurance stamps, national savings certificates.

## PERMANENT

That which in all probability will continue for the remainder of life.

## REINSTATEMENT

- a) Rebuilding or replacement of **property** which has been lost or destroyed

Rebuilding or replacement may be carried out:

- i) In any manner to suit **your** requirements
- ii) upon another site

provided the amount payable by **us** is not increased

- b) the repair or restoration of **property** which has been partially damaged to a condition equivalent to, or substantially the same as, but not better or more extensive than its condition when new.

## RENT

- a) Money paid or payable to **you** in the course of the **business** in respect of the **buildings** shown in the Schedule.

In respect of untenanted **buildings** or portions of **buildings**, the money estimated to be paid or payable to **you** once the **buildings** or parts of them are let for accommodation.

- b) Service charges payable to **you** in the course of the **business** in respect of the **buildings** shown in the Schedule.

## RESIDENTIAL CONTENTS

Furniture, furnishings, carpets, television, video and audio equipment and other household **goods** in individual flats or residential units at the **premises** owned by **you** or for which **you** are legally responsible but excluding:

- a) articles of gold, silver or other precious metals, jewellery or furs
- b) money, stamps, collections, certificates, cheques, securities or documents
- c) clothing and personal effects
- d) pets or livestock
- e) any amount exceeding £1,000 in respect of any one picture, curio or work of art
- f) **property** more specifically insured by another Policy

## TERRORISM

- a) In respect of any occurrence in England including the Channel Tunnel up to the frontier with the Republic of France as set out by the Treaty of Canterbury 1986, Wales, Scotland, Northern Ireland, the Isle of Man and Channel Islands but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987, the Territorial Sea Act 1987 (Isle of Man) Order 1991, the Territorial Sea Act 1987 (Jersey) Order 1997 and Territorial Sea Act 1987 (Jersey) (Amendment) Order 2002:

acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto

- b) in respect of any occurrence elsewhere than as described in a) above:

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 whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:

- i) involves violence against one or more persons
  - ii) involves **damage** to property
  - iii) endangers life other than that of the person committing the action
  - iv) creates a risk to health or safety of the public or a section of the public
  - v) is designed to interfere with or to disrupt an electronic system
- c) 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) or b) above.

## UNOCCUPIED BUILDINGS

Any **buildings** which have not been lived in for more than 30 consecutive days.

## Cover

Provided it is shown as insured in the Schedule and occurs at the **premises** we will **pay** for **damage** (unless it is excluded) to the **buildings, contents of common parts** and RESIDENTIAL CONTENTS by an Insured Peril.

## Basis of Claims Settlement

The following clauses will apply only in the settlement of a **claim** under this Section which has been accepted by us as valid.

## Underinsurance

If at the commencement of any **damage** the total DECLARED VALUE under this Section is less than the cost of REINSTATEMENT at the start of the Period of Insurance we will not **pay** more than the proportion of the **claim** which the DECLARED VALUE bears to the cost of REINSTATEMENT.

## Payment to Somebody other than the Insured

If **you** do not own the **property**, we will have the option to **pay** the owner of the **property** instead of **you**.

Provided that:

- a) **we** conduct and control the **claim**
- b) the owner must observe, fulfil and be subject to the terms, exceptions and conditions of this Policy as far as they can apply.

The owner's receipt will be a discharge of the **claim**.

## REINSTATEMENT Conditions

Subject to the following Special Conditions the calculation of the amount payable following **damage** to the **buildings, contents of common parts** and RESIDENTIAL CONTENTS will be based on the REINSTATEMENT of the **property** affected including additional costs of REINSTATEMENT incurred solely to comply with European Union legislation or other statutory or local authority requirements.

## Special Conditions (applicable only to claims payable under REINSTATEMENT Conditions)

1. If **property** is only partially damaged we will not **pay** more than the amount which would have been payable if the **property** had been totally destroyed.
2. Any additional amount, payable solely **due to** this REINSTATEMENT condition, will be paid only if:
  - a) REINSTATEMENT starts and proceeds without unreasonable delay
  - b) the cost of REINSTATEMENT has been actually incurred
  - c) any other insurance which **you** effect, or which is effected on **your** behalf in respect of the **property**, is on the same basis of REINSTATEMENT at the time of the **damage**.
3. **We** will not **pay** for:
  - a) the cost of complying with European Union legislation, statutory or local authority requirements:
    - i) where **damage**:
      - occurred prior to the commencement of the Period of Insurance
      - is not insured by this Policy
    - ii) where **you** have been served with a notice before the **damage** occurred

- iii) which relates to undamaged parts of damaged **buildings** (except for the foundations of the parts of the **buildings** destroyed or damaged) other than the lesser of £250,000 or 15% of the total amount for which **we** would have been liable if the **buildings** had been totally destroyed
  - b) the amount of any charge or assessment **due to** capital appreciation which may be payable because of compliance with European Union legislation, statutory or local authority requirements.
4. REINSTATEMENT must be completed within 12 months of the **damage** occurring unless **we** agree a longer period.

### Indemnity Settlement

Where claims are payable as if the REINSTATEMENT conditions had not been incorporated the amount **we** will **pay** will be the value of the **property** sustaining **damage** at the time of its loss or destruction or the amount of the **damage**. All other terms and conditions of the Policy will apply except that the Sums Insured will be limited to 113% of the DECLARED VALUES stated in the Schedule.

### Additional Cover

1. **We** will **pay** for loss, cost or expense as undernoted incurred by **you** **due to damage** to **buildings** or **contents of common parts** or RESIDENTIAL CONTENTS **due to** an operative Insured Peril:

#### Abortive Costs

the reasonable costs and expenses incurred by **you** with **our** prior written consent in respect of abortive repairs, investigations and tests for work not required following **damage**

#### Archaeological Discoveries

the reasonable costs necessarily incurred by **you** in consequence of **damage** as insured hereby as a direct result of **you** complying with **your** statutory obligations following the discovery of archaeological finds during site excavation.

**We** will not **pay**:

- a) more than £25,000 any one **claim**
- b) for costs incurred where **you** have any pre existing knowledge of the presence of archaeological remains prior to commencement of works.

#### Boarding Up

the reasonable costs of boarding up and making secure the **buildings** following **damage**

### Emergency Services

costs and expenses which **you** incur with **our** consent in making good **damage** to **buildings** including landscaped gardens caused by emergency services but excluding:

- i) the cost of soil movement other than necessary for surface preparation
- ii) the failure of seeds to germinate or trees, shrubs or turf to become established following replanting.

### Fire Extinguishment Expenses

the reasonable costs incurred by **you** in consequence of **damage** as insured hereby in respect of:

- a) refilling fire extinguishing appliances
- b) recharging gas flooding systems
- c) replacing used sprinkler heads
- d) refilling sprinkler tanks where costs are metered
- e) resetting fire and intruder alarms and closed circuit television systems
- f) public fire brigade charges for which **you** may be assessed

### Involuntary Betterment

the additional costs incurred in providing alternative replacement **property** which is as similar as possible to that which has sustained **damage** and which is capable of performing the same function where new **property** of the like, kind and quality as that suffering **damage** is not obtainable. Such alternative **property** will not be considered to be betterment to **you**.

**We** will also pay the cost of purchasing and installing technologically current equipment which is necessitated by incompatibility between:

- a) new equipment installed to replace equipment which has sustained **damage**
- b) undamaged existing equipment at the same or an independent location.

Provided always that such substitution of materials is with **our** prior written consent.

### Loss of Metered Water, Gas and Electricity

loss of metered water, gas or electricity following **damage** resulting in a water, gas or electricity charge which **you** are unable to recover from any other party.

**We** will not **pay** more than £250,000 in any Period of Insurance

### Obsolete Buildings Materials

the reasonable additional cost incurred in repair of **damage** to materials which given consideration to the knowledge at the time of installation, construction or fitting were deemed fit for purpose but at the date of loss are no longer deemed so with alternative materials currently considered appropriate for purpose.

### Re-letting Costs

costs necessarily and reasonably incurred in re-letting the **buildings** solely **due to damage**.

We will not pay more than £5,000 in any Period of Insurance

### RENT and/or Alternative Accommodation

i) the reasonable additional cost of comparable alternative accommodation for:

- any **resident** including temporary storage costs for their furniture
- domestic pets which normally live in the **buildings**

during the period necessary to restore **buildings** which have been made uninhabitable or inaccessible by **damage** to a habitable condition

ii) RENT, which ceases to be payable to **you** whilst the **buildings** are uninhabitable or inaccessible **due to damage**, but not for more than 36 months from the date of the **damage**.

We will not pay:

- any amount in **excess** of the limit stated in the Schedule of the Sum Insured on damaged **buildings**
- costs which may cease or be reduced as a result of the **damage**
- any **claim** made under both parts i) and ii) for any over-lapping periods in respect of any one flat or residential unit
- any costs under i) upon the expiry or termination of the tenancy agreement between the landlord and tenant(s) in respect of any one flat or residential unit.

### Unauthorised use of Electricity, Gas, Oil Water or Telecommunications

the cost of metered electricity, gas, oil, water or telecommunications for which **you** are legally responsible arising from its unauthorised use by persons taking possession, keeping possession or occupying the **buildings** without **your** authority provided always that all practicable steps are taken to terminate such unauthorised use as soon as it is discovered.

We will not pay more than £50,000 any one **claim**.

### Water Damage Tracing Costs

costs and expenses which **you** incur with **our** consent to locate the source of **damage** to the **buildings due to** an escape of water, including subsequent repair to walls, floors or ceilings.

2. The insurance in respect of each item on **buildings** includes costs, fees and expenses as undernoted incurred by **you** following **damage due to** an operative Insured Peril provided that the total amount **we pay** does not exceed the relevant Sum Insured or Limit:

### Drains and Gutters

costs and expenses which **you** incur with **our** consent, to clean and/or clear drains and/or sewers and/or gutters (which **you** own or for which **you** are responsible)

### Professional Fees

architects', surveyors', legal and consulting engineers' fees, necessarily and reasonably incurred but excluding any fees for preparing a claim

### Removal of Debris

costs and expenses which **you** incur with **our** consent in removing debris of the **buildings** from the **premises** and the immediately adjacent area following accidental **damage** covered under this Section

### Shoring Up

costs and expenses which **you** incur with **our** consent to shore-up or prop, dismantle or demolish the **property due to damage**.

3. We will pay:

### Concern for Welfare Costs

costs incurred following **damage** caused by the police or persons acting under their control in gaining access to the **buildings** as a result of their concern for the welfare of the **resident**

We will not pay

- more than £5,000 any one **claim** nor more than £15,000 in any Period of Insurance
- for costs incurred following **damage** caused by the police in the course of criminal investigations

### Deeds and Documents

the cost of materials and clerical labour to rewrite deeds and documents relating to the ownership and/or management of the **premises due to damage** to the deeds and documents occurring at the **premises** or whilst held in safekeeping by a bank or solicitor.

We will not pay more than £500 any one **claim**

### Event Limits

BODILY INJURY solely and directly resulting within 52 weeks of the BODILY INJURY in

1. Death, or Total and PERMANENT
  - a) loss or loss of use of one or more limbs at or above the wrist or ankle, or
  - b) loss or loss of use of one or both eyes, or
  - c) disablement from paid work of any kind (payable after 104 weeks from the date of the BODILY INJURY or as agreed by us).

2. Temporary disablement from usual paid work (payable until recovery or up to 104 weeks from the date of the BODILY INJURY whichever occurs first). Provided that anyone entitled to compensation:
  - a) places themselves as soon as practicable under the care of a qualified medical practitioner whose advice they must follow
  - b) submits to medical examination at **our** expense as often as required by **us**.

No compensation will be payable in respect of any one INSURED PERSON under more than one heading under item 1 of Event Limits. All sums paid under item 2 of Event Limits will be deducted from any sums becoming payable under item 1 a), b) or c) of Event Limits in respect of the same BODILY INJURY to the same INSURED PERSON.

### Exceptional Measures

costs up to £25,000 which **you** incur with **our** consent in taking reasonable but exceptional measures to avoid or mitigate a valid **claim** under this Section.

Provided that:

- i) the potential **claim** could not have been reasonably foreseen
- ii) the terms and conditions of this Section will apply as if **damage** had occurred

### Fly Tipping

**we** will **pay** the reasonable costs of cleaning and removing any **property** illegally deposited in or around the **premises**. The most **we** will **pay** is £25,000 for any one **claim** and in all in any Period of Insurance

### Keys

up to £7,500 any one **premises** to replace locks to the external doors of the **buildings** if keys are stolen from the **buildings** or from the home of an authorised keyholder or where there is reasonable evidence that such keys have been copied by an unauthorised person

### Legionellosis

- i) loss of RENT and/or the reasonable additional cost of comparable alternative accommodation **due to** an outbreak of Legionellosis at the **premises** causing restrictions on the use thereof on the order or advice of the competent local authority.
- ii) the reasonable costs incurred in cleaning and decontamination of the air-conditioning or water supply equipment at the **premises** the use of which has been restricted on the order or advice of the competent local authority

**We** will not **pay**:

- a) for any costs or loss of RENT incurred more than 3 months after the outbreak

- b) more than £1,000,000 in respect of item i) and £25,000 in respect of item ii) in all in any one Period of Insurance
- c) if **you** are at the time of the outbreak in breach of **your** statutory obligations in respect of the control of Legionellosis

### Loss of MONEY

the amount of any loss not exceeding the Limits shown in the Schedule in the event of:

- a) loss of MONEY from any cause which is not excluded:
  - i) loss of NON-NEGOTIABLE MONEY
  - ii) loss of other MONEY whilst in transit and entrusted to **your officers** or authorised representative or whilst in the private residence of **your officers** or authorised representative
- b) accidental **damage** as a direct result of robbery or attempted robbery to:
  - i) the personal effects of **your officers** or authorised representative
  - ii) any security case, bag or other specially designed container for the carriage of MONEY.

**We** will not be liable for any loss:

- a) arising from error or omission in receipts, payments, accounting practices or depreciation in value
- b) **due to** fraud or dishonesty on the part of any of **your officers** or authorised representative unless such loss is discovered within 14 days of the act of fraud or dishonesty
- c) of MONEY in excess of £100 from an unattended vehicle.

### Non Damage Prevention of Access

loss of RENT and/or the reasonable additional cost of comparable alternative accommodation **due to** access to or use of **buildings** being hindered or prevented **due to**:

- i) the **buildings** or **property** in the vicinity being occupied by terrorists or persons thought to be terrorists
- ii) the **buildings** or property in the vicinity thought to contain or actually containing a harmful device.
- iii) action by the police or other competent local, civil or military authority following a danger or disturbance in the vicinity of the **Premises**

**We** will not **pay**:

- in respect of i) and ii) unless the police are immediately informed
- for any **claim due to** any cause within the control of the Insured
- for any **claim due to damage to property** owned by the Insured at the **buildings**

- for any **claim** where the prevention or hindrance of access or use is less than 48 hours' duration
- any amount in **excess** of £100,000 or 10% of the Sum Insured on **buildings** to which use or access is prevented or hindered, whichever is the lesser

#### **Notifiable Diseases, Murder, Suicide or Rape**

loss of RENT and/or the reasonable additional cost of comparable alternative accommodation **due to**

- the occurrence of a Notifiable Disease as defined below at the **premises** or attributable to food or drink supplied from the **premises**
- the discovery of an organism at the **premises** likely to result in the occurrence of a Notifiable Disease
- the discovery of vermin or pests at the **premises**
- any accident causing defects in the drains or other sanitary arrangements at the **premises**

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

- any occurrence of murder, suicide or rape at the **premises**.

**We will not pay:**

- for any costs or loss of RENT incurred more than 3 months after the outbreak
- more than £1,000,000 in respect of any one Period of Insurance
- for any costs incurred in the cleaning, repair, replacement, recall or checking of **property**

For the purpose of this Extension 'Notifiable Disease' will mean illness sustained by any person resulting from:

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

Acute encephalitis  
 Acute poliomyelitis  
 Anthrax  
 Bubonic Plague  
 Cholera  
 Diphtheria  
 Dysentery  
 Leprosy  
 Leptospirosis  
 Malaria  
 Measles  
 Meningitis  
 Meningococcal Infection  
 Mumps  
 Ophthalmia neonatorum  
 Paratyphoid fever  
 Rabies  
 Relapsing fever  
 Rubella  
 Scarlet fever  
 Smallpox

Tetanus  
 Tuberculosis  
 Typhoid fever  
 Typhus fever  
 Viral hepatitis  
 Viral haemorrhagic  
 Whooping cough  
 Yellow fever

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

#### **Personal Accident Assault Extension**

compensation up to the Event Limits shown in the Schedule if an INSURED PERSON sustains BODILY INJURY as a result of robbery or attempted robbery.

#### **Prevention of Access**

loss of RENT and/or the reasonable additional cost of comparable alternative accommodation **due to damage** by an operative Insured Peril to **property**:

- in the vicinity of the **buildings** which prevents or hinders their use or access to them whether the **buildings** are damaged or not
- at the **buildings** of **your** Managing Agents in the **territorial limits**.

**We will not pay:**

- any amount in **excess** of 20% of the Sum Insured on **buildings** to which use or access is prevented or hindered or £10,000,000, whichever is the lesser
- for **damage** to the **property** of any supply undertaking which prevents or hinders the supply of electricity, gas, water or telecommunications to the **buildings**

#### **Public Utilities**

loss of RENT and/or the reasonable additional cost of comparable alternative accommodation **due to** access to or use of **buildings** being hindered or prevented **due to damage** by an operative Insured Peril to **property** at any:

- generating station or sub-station of a public electricity supply undertaking
- land-based **premises** of the public gas supply undertaking or any national gas producer linked directly to them
- waterworks and pumping stations of a public water supply undertaking
- land-based **premises** of any public telecommunications undertaking

from which the **buildings** obtain electricity, gas, water or telecommunication services. **We will not pay** any amount in excess of 20% of the Sum Insured on **buildings** to which the public utilities supply is affected or £10,000,000, whichever is the lesser

### Removal of Nests

the cost of removing wasps' or bees' nests from the **buildings we will not pay**:

- i) more than £500 any one **claim** and £5,000 in any Period of Insurance
- ii) the costs of removing nests already in the **buildings** before the inception of this Policy.

### Tree Felling and Lopping

the cost of removing or lopping trees which are an immediate threat to the safety of life or **property**.

**We will not pay**

- i) more than £5,000 any one **claim** and in any Period of Insurance
- ii) legal or local authority costs involved in removing trees
- iii) costs incurred solely to comply with a Preservation Order

### Tree Removal

the cost of removing fallen trees or branches from the **premises**

**We will not pay**

- i) more than £5,000 any one **claim** and in any Period of Insurance
- ii) unless the incident results from an operative Insured Peril

## Extensions to Section 1

This insurance extends to include:

### 1. Capital Additions

alterations, additions and extensions to existing **buildings** and newly acquired or newly erected **buildings** which **you** have not told **us** about, provided:

- a) **you** tell **us** about them as soon as **you** can but not later than 6 months after **you** become responsible for them
- b) **you** effect specific insurance from the time **you** become responsible for them
- c) **we** will not **pay**:
  - i) more than £2,500,000
  - ii) for appreciation in value.

This Extension does not apply to **buildings**:

- for which **you** have been responsible for more than 6 months
- which are otherwise insured

### 2. Contracting Purchaser's Interest

the interest of any person to whom **you** have contracted to sell **your** interest in **buildings** insured by this Section.

This Extension will not prejudice **your** rights or **our** rights and will not operate:

- a) if the **property** is otherwise insured by, or on behalf of, the contracting purchaser
- b) after completion
- c) if the purchase is not completed

### 3. Debris Recycling

additional expenses incurred with **our** prior written consent to sort, segregate and transport recyclable debris of the **damaged buildings** to recycling facilities.

**We will not pay**:

- a) more than 25% of the total amount paid or payable by **us** in respect of debris removal costs in connection with the same occurrence
- b) for the first 10% of all costs otherwise payable under this extension.

### 4. Energy Performance and Sustainable Buildings

- a) the additional cost of reinstatement incurred by **you** with **our** prior written consent to comply with the recommendations made under any current Energy Performance Certificate in respect of the lost, destroyed or **damaged property** insured
- b) the additional cost of reinstatement incurred with **our** prior written consent to reinstate the lost, destroyed or **damaged property** to a standard above the minimum required under the prevailing European Community or building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority where such standard would otherwise result in a recommendation for improvement to be made in a subsequent Energy Performance Certificate assessment
- c) the reasonable additional cost of reinstatement incurred with **our** prior written consent arising from the use of alternative materials or sources of materials in accordance with the principles of the BRE Environmental and Sustainability Standard.

**We will not pay**:

- i) for any undamaged portions of the **property** insured
- ii) for any charge or assessment arising out of capital appreciation which may be payable in respect of the **property** or by the owner thereof by reason of the works funded by the application of this extension
- iii) for any costs incurred in complying with prevailing European Community or building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority under which notice has been served upon **you** prior to the happening of the **damage**
- vi) more than £250,000 in any one period of insurance.



If **our** liability under any item of this policy other than this clause is reduced by the application of any of the terms and conditions of this policy then **our** liability under this clause in respect of any such item will be reduced in like proportion

### 5. Temporary Removal

**your property** otherwise insured under this Section within the **territorial limits** whilst temporarily removed from the **premises** for cleaning, renovation, repair or similar purposes.

We will not pay:

- a) more than £2,500 any one **claim**
- b) for **property** more specifically insured.

## Conditions applicable to Section 1

### 1. Automatic Fire Alarm Installation

Where an automatic fire alarm installation is installed and **your** responsibility **you** must:

- a) carry out the testing and checking requirements referred to on the completion certificate and remedy promptly any defects
- b) carry out the maintenance procedures specified by the manufacturers of the equipment
- c) notify **us** immediately of any disconnection or failure likely to leave any area unprotected for more than 12 hours
- d) record details of all events such as alarms, faults, tests, maintenance and misconnections and keep them in case **we** wish to examine them.

### 2. Contribution

If any other insurance covers the same **damage we** will not **pay** more than **our** rateable proportion of any **claim**.

### 3. Intruder Alarm Protection

Any intruder alarm system(s) for which **you** are responsible must be:

- a) installed in accordance with the installer's specification. No alteration or variation of the system(s) or any structural alteration to the **buildings** which would affect the system(s) may be made without **our** written consent
- b) kept in full and efficient working order at all times and serviced under a maintenance contract
- c) tested and set whenever the alarmed part of the **buildings** is closed or not attended by **you** or by any person **you** have authorised to be responsible for the security of the **buildings**.

**You** must tell **us** immediately if **you** receive a notice from the:

- i) police or a security organisation saying that the system(s) signals will be disregarded or their response downgraded
- ii) Local Authority or a Magistrate of any requirement imposed under the Environmental Protection Act or other legislation which requires modification of the system(s).

### 4. UNOCCUPIED BUILDINGS

If UNOCCUPIED BUILDINGS are covered under this Section **you** must:

- a) turn off all mains services (except the electricity supply to maintain any fire or intruder alarm system) and completely drain the water system  
or  
during the period 1 October to 1 April each year keep any central heating systems working at a minimum temperature of 5°C
- b) inspect the building internally and externally and remove waste at intervals of no more than 7 days
- c) take reasonable steps to prevent accumulations of mail
- d) secure the building against unlawful entry by closing and locking doors and windows and setting any security and alarm systems
- e) **pay** the first £500 of each **claim** for **damage** to UNOCCUPIED BUILDINGS **due to** malicious persons, storm, flood, water **damage**, theft or accidental **damage**.

**Note:** Please also see the conditions which appear under the general Section of this Policy

## Provisions applicable to Section 1

### 1. Automatic Reinstatement following Loss

The DECLARED VALUE of any item will not be reduced by the amount of any **claim** provided that:

- a) **You pay** the appropriate premium to reinstate the DECLARED VALUE from the date of the loss
- b) **You** undertake to implement without delay any additional protections which **we** may require for the further security of the **buildings**
- c) **You** or **we** have not given written notice to the contrary.

### 2. Designation

For the purpose of determining where necessary the heading under which any **property** is insured **we** agree to accept the designation under which such **property** has been entered in **your** books.

### 3. Fire Extinguishing Appliances

Fire extinguishing appliances must be inspected regularly and any defects must be promptly remedied.

### 4. Inflation Protection

Unless **you** give **us** written notice to the contrary, **we** will adjust the DECLARED VALUE at each renewal of this Policy in accordance with the Royal Institution of Chartered Surveyors Home Rebuilding Cost Index and calculate the annual premium on the adjusted DECLARED VALUE.

### 5. Mortgagees and Lessors

Any increase in the risk of **damage due to** any act or neglect of any mortgagor, leaseholder, lessee or occupier of any **buildings** will not prejudice the interest of any mortgagee, freeholder or lessor provided the increase in risk is without their prior knowledge or authority and **we** are notified immediately they become aware of the increase in risk and **pay** any additional premium.

### 6. Other Interests

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

### 7. Non Invalidation

This insurance will not be invalidated by anything which increases the risk of **damage** provided that:

- a) it is without **your** authority or knowledge or beyond **your** control
- b) **you** tell **us** as soon as **you** become aware of the increased risk of **damage**
- c) **you pay** any additional premium.

### 8. Parent and Subsidiary Company/ Subrogation Waiver

If there is a **claim** **we** will waive **our** rights of subrogation against any Company which is a Parent of or Subsidiary to **you** or any Company which is a Subsidiary of a Parent Company of which **you** are a Subsidiary in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order.

### 9. Repairs and Alterations

Repairs or minor structural alterations may be made to the **buildings** without affecting the insurance under this Section.

### 10. Security Protections

All devices for the protection of the **buildings** must be kept in good working order.

### 11. Seventy Two Hour Clause

It is agreed that all **claims** arising separately by Insured Perils 5. Earthquake or 8. Storm or Flood if insured hereby occurring within each and every separate period of 72 hours during the currency of this policy will be deemed to be one **claim** in determining the application of any **excess** amount applicable hereunder

### 12. Tenant's Subrogation Waiver

Following **damage** to any **buildings** insured **we** will waive any rights, remedies or relief to which **we** may become entitled by subrogation against any tenant of the **buildings** provided that:

- a) the **damage** did not result from a criminal, fraudulent or malicious act of the tenant
- b) the tenant contributes to the cost of insuring the **buildings** against the peril which caused the **damage**.

## Insured Perils (applicable only if shown as insured in the Schedule)

### 1. Fire, Smoke, Lightning and Explosion

- a) Fire
- b) Smoke but excluding any gradually operating cause
- c) Lightning and/or thunderbolt
- d) Explosion.

### 2. Aircraft

Aircraft or other aerial devices or articles dropped therefrom.

### 3. Riot, Civil Commotion, Strikers and Locked out Workers

Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances.

#### 4. Malicious Persons

Malicious persons excluding **damage**:

- a) caused by **you, your officers**, or an **employee**
- b) caused by a **resident** to the portion of the **buildings** in which they reside

#### 5. Earthquake

Earthquake.

#### 6. Subterranean fire

Subterranean Fire.

#### 7. Spontaneous Fermentation/Heating

Fire only, resulting from the **buildings'** own spontaneous fermentation or heating.

#### 8. Storm or Flood

Storm or flood excluding **damage**:

- a) attributable solely to change in the water-table level
- b) caused by frost, subsidence, ground heave or landslip

#### 9. Water Damage

Escape of water from or freezing of water in any fixed water installation.

#### 10. Impact

Impact by any road vehicle or animal or train excluding **damage** by insects or pets.

#### 11. Escape Of Oil

Escape of oil from a fixed oil-fired heating installation.

#### 12. Breakage or Collapse of Communication Aerials

Breakage or collapse of communication aerial.

#### 13. Theft

Theft or attempted theft excluding **damage**:

- a) **due to you, your officers**, or an **employee**
- b) caused by a **resident** to the portion of the **buildings** in which they reside
- c) to **contents of common parts** and RESIDENTIAL CONTENTS unless there has been forcible and violent entry to or exit from the **buildings**.

#### 14. Subsidence

Subsidence or ground heave of any part of the site on which the **buildings** stand, or landslip excluding **damage**:

- a) to private garages, yards, forecourts, car parks, roads, pavements, posts, hardcourts, patios, terraces, walls, gates, fences, garden landscaping and paving, trees and plants unless there is **damage** to the other portions of the **buildings** at the same time

b) caused by or consisting of:

- i) the normal settlement or bedding down of new structures
- ii) the settlement or movement of made up ground
- iii) coastal or river erosion
- iv) defective design or workmanship or the use of defective materials
- v) fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe

c) caused by the movement of solid floor slabs unless the foundations beneath the external walls of the **buildings** are damaged at the same time and from the same cause

d) which originated prior to the inception of this cover

e) resulting from:

- i) demolition, construction, structural alteration or repair of any **property** or
- ii) groundworks or excavation at the **premises**.

#### 15. Accidental Damage

Accidental **damage** excluding:

a) **damage due to** or excluded under any other Insured Peril whether shown as operative on the Policy Schedule or not

b) **damage due to** or consisting of:

- i) inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water-table, faulty or defective design or materials
- ii) faulty or defective workmanship, operational error or omission on **your** part or the part of any **officer, employee** or **resident**

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

c) **damage due to** or consisting of:

- i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, vermin or insects, marring or scratching
- ii) change in temperature, colour, flavour, texture or finish.
- iii) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith

- iv) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which the breakdown or derangement originates
- d) **damage due to** disappearance, unexplained or inventory shortage, misfiling or misplacing of information
- e) **damage to buildings** or structures in course of construction or erection and materials or supplies connected with them
- f) the cost of maintenance or routine decoration
- g) **damage to** garden landscaping and paving, trees and plants.

## Exclusions

This Section does not cover:

### 1. Building Collapse/Cracking

**damage to the buildings due to** the structure's own collapse or cracking

### 2. Consequential Loss

consequential loss of any kind or description other than as specifically provided for in this Section

### 3. Electrical Plant

**damage to** electrical plant, apparatus or fittings directly caused by its own over-running, short circuiting, excessive pressure or self-heating. This Exclusion does not apply to **damage to** any other part of the plant or appliances or other **property** caused by the spread of fire

### 4. Electronic Risks

- 1) **damage to** any computer or other equipment or component 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) loss of RENT, cost of comparable alternative accommodation or other cost or expense **due to virus or similar mechanism** or **hacking** or **denial of service attack**.

but this shall not exclude **damage** or loss of RENT, cost of comparable alternative accommodation or other cost or expense not otherwise excluded which results from Insured Perils 1-10 and 13 but excluding the acts of malicious persons which do not involve physical force or violence.

### 5. Insured Perils Excess

the **excess** shown in the Schedule, applied separately to each loss at each separate **premises**

### 6. Northern Ireland Civil Commotion

in Northern Ireland, **damage due to** civil commotion

### 7. Pollution/Contamination

**damage** or any cost, expense or consequential loss **due to** pollution or contamination except:

- i) where the pollution or contamination results from an Insured Peril other than Insured Perils 11, 14 and 15
- ii) where an Insured Peril results from pollution or contamination other than Insured Perils 11, 14 and 15

### 8. Property More Specifically Insured

**property** more specifically insured by **you** or on **your** behalf

### 9. Sonic Booms

**damage due to** pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

### 10. Terrorism

**damage due to** TERRORISM.

In any action, suit or other proceedings where **we** allege that by reason of this exclusion **damage** is not covered under this Section the burden of proving that such **damage** is covered is upon **you**

# Section 2 – Property Owners Liability

## Cover

We will **pay** damages and claimants' costs and expenses for which **you** are legally liable in respect of:

1. accidental **injury** to any person (other than an **employee**)
2. accidental **damage** to **property** which is neither owned by, nor in the custody or control of:
  - a) **you**
  - b) any of **your officers** or **employees**
  - c) any other party claiming indemnity
3. accidental **damage** to:
  - a) personal effects including motor vehicles and their contents belonging to **your** guests or any guests of **your officers** or **employees** whilst the personal effects are in **your** custody or control or the custody or control of **your officers** or **employees**
  - b) **buildings**, including their fixtures and fittings which **you** lease, hire or rent excluding:
    - i) **damage** to their contents
    - ii) liability which **you** have assumed solely because of a tenancy or other agreement
    - iii) the first £100 of each **claim** for **damage** unless the **damage** is caused by fire or explosion
4. wrongful arrest

occurring during the Period of Insurance and within the **geographical limits** and caused in connection with the **business** in respect of the **premises**.

## Extensions

We will also insure under the terms and covers applying to this Section:

### 1. Defective Premises Act

liability which **you** incur under Section 3 of the Defective Premises Act 1972 and Section 5 of the Defective Premises (Northern Ireland) Order 1975 arising from **injury** or **damage** occurring within 7 years from the cancellation or expiry of this Section of the Policy provided:

- a) **we** will not **pay** for the cost of remedying any defect or alleged defect in any **premises**
- b) **you** are not entitled to indemnity under any other Policy
- c) the **premises** were insured by this Policy before its cancellation or expiry

### 2. Loading/Unloading

liability which **you** incur in respect of **injury** or **damage** to **property** during loading or unloading of any motor vehicle or the bringing to or taking away of a load from that vehicle, provided **you** are not entitled to indemnity under any other Policy

### 3. Data Protection Act

liability which **you** incur **due to damage** or distress under Section 22 or 23 of the Data Protection Act 1984 caused in connection with the **business**.

We will not **pay**:

- a) if **you** have failed to register or have ceased to be registered under the Data Protection Act 1984 or have failed to comply with or are in contravention of a notice issued under Sections 10 or 12 of the Act
- b) for **damage** or distress which is the intentional result of any deliberate act or omission
- c) costs and expenses of rectifying, re-writing, or erasing data

### 4. Extended Indemnity

liability which **you** and no other party incur for a pecuniary loss, cost or expense incurred by any party other than **you** or **your officers** or **employees** as a direct result of:

- a) sudden, identifiable and unexpected escape or discharge of any substance or gas from any **premises**
- b) stoppage of or interference with pedestrian, vehicular, rail, air or waterborne traffic
- c) nuisance, trespass or interference with any right of air, light, water or way occurring within the **territorial limits** and caused in connection with the **business** other than by **goods**.

### 5. Tenants' Liability

We will also insure under the terms and covers applying to Section 2 provided **we** have accepted there is a valid **claim** and at **your** request any tenant of furnished accommodation let by **you** in respect of the liability of the tenant as occupier of such accommodation. **We** will not **pay** more than the Limit of Liability stated in the Schedule in respect of any one **claim**.

### 6. Corporate Manslaughter and Corporate Homicide Act 2007

**your** legal costs and expenses incurred with **our** prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate

homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the Period of Insurance in the course of the **business**.

Provided always that:

- a) the most **we** will **pay** will not exceed in any one Period of Insurance the sum of £5,000,000 or the Limit of Liability stated in the Schedule whichever is the lesser. This limit will form part of and not be in addition to the Limit of Liability stated in the Schedule
- b) this Extension will only apply to proceedings brought in the **territorial limits**
- c) **we** must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of **you**
- d) **you** will give to **us** immediate notice of any summons or other process served upon **you** which may give rise to proceedings under this Extension
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) **we** will not **pay**:
  - i) where **you** have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
  - ii) in respect of fines or penalties of any kind
  - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:
    - 1 the Health and Safety at Work Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
    - 2 the Food Safety Act 1990 or any regulations made thereunder
    - 3 the Consumer Protection Act 1987 or any regulations made thereunder
  - iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this Extension indemnity would have been provided by such other source or insurance
- g) where **we** have already indemnified **you** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another Section of this Policy the amount paid under that Section will be taken into account in arriving at **our** liability payable under this Extension.

## Exclusions

1. **We** will not **pay** damages, costs and expenses incurred:

### Contractual Agreement

- a) solely because of a contract or agreement

due to:

### Air and Watercraft

- b) any craft designed to float on or in, travel on or through, water or air, other than sailing craft and hand-propelled watercraft, or their components or **goods** installed in them

### Vehicles

- c) any motor vehicle in circumstances requiring compulsory insurance or security under Road Traffic Law

### Airside Risks

- d) ownership or operation of any aircraft landing or airside facility

### Provision of Advice

- e) instruction, advice, direction, design, treatment or specification given by **you** or on **your** behalf for a fee

### Pollution or Contamination

- f) pollution or contamination
  - i) of buildings or other structures, water, land or the atmosphere; and
  - ii) **damage** or **injury due to** such pollution or contamination

not caused by a sudden, identifiable and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance. Where indemnity is provided this Section of the Policy will treat all pollution or contamination arising out of one incident as having occurred at the time of the incident

### Goods

- g) **goods** which are buildings or land except as provided by Extension 1 – Defective Premises Act

### Demolition, Erection and Alteration

- h) demolition, erection or structural alteration of, or addition to new or existing **buildings**

### Recall, Removal, Repair

- i) the recall, removal, repair, replacement or making of any refund in respect of **goods** or any resulting consequential loss

### Other Business

- j) **your** pursuit or exercise of any trade, calling or profession other than the **business**

2. We will not pay:

**Damage to Goods Supplied**

- a) for **damage** to the **goods** which cause **injury**, or **damage** to **property**

**Defective Work**

- b) the cost of rectifying defective work carried out by **you** or on **your** behalf

**Liquidated Damages, Fines or Penalties**

- c) liquidated damages, fines or penalties.

**Limits of Liability**

The Limits of Liability shown in the Schedule are **our** monetary limits in respect of the insurance provided by this Section (other than limits otherwise specified) and apply to any one **claim** except for:

- a) **claims due** to the sale or supply of **goods**
- b) **claims** for pollution or contamination
- c) extended indemnity

where the Limits of Liability shown apply in the aggregate in any one Period of Insurance but in no circumstances will **we pay** more than £2,000,000 in respect of **claims** for pollution or contamination or extended indemnity **due to** incidents in any Period of Insurance.

Where **you** become liable to **pay** a sum above the Limits of Liability in respect of a **claim**, **we** will **pay** only the proportion of costs and expenses that the Limits of Liability bear to **your** total liability. The costs and expenses will not be proportionately reduced in respect of **claims** for **injury** to any **employee**.

**Asbestos Exclusion**

The indemnity provided by this Section shall not apply to or include any liability, loss, cost or expense directly or indirectly caused by, contributed to by or arising out of asbestos, asbestos fibres or any derivatives of asbestos including any product containing asbestos, asbestos fibres or derivatives.

# Section 3 – Employers Liability

## Special Definition

Wherever the following words appear in capital letters within this Section they will have the same defined special meaning attributed to them.

### TERRORISM

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

### Cover

We will **pay** damages and claimants' costs and expenses for which **you** are legally liable in respect of accidental **injury** to any **employee**, occurring during the Period of Insurance and within the **geographical limits** in the course of their employment or engagement in the **business**.

### Extensions

We will also insure under the terms and covers applying to this Section:

#### 1. INJURY to Partner or Proprietor

an **injury** to **you** or **your** partner in the same way **we** would treat an **injury** to an **employee**.

Provided that:

- a) the **injury** occurs whilst **you** or **your** partner is engaged in connection with the **business**
- b) the **injury** is caused by another partner or by an **employee** whilst engaged in connection with the **business**
- c) **you** or **your** injured partner has a valid right of action against the party responsible for such **injury**.

#### 2. Corporate Manslaughter and Corporate Homicide Act 2007

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

Provided always that:

- a) the most **we** will **pay** will not exceed £5,000,000 in any one Period of Insurance. This limit will form part of and not be in addition to the Limit of Liability stated in the Schedule
- b) this Extension will only apply to proceedings brought in the **territorial limits**
- c) **we** must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of **you**
- d) **you** will give to **us** immediate notice of any summons or other process served upon **you** which may give rise to proceedings under this Extension
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) **we** will not **pay**:
  - i) where **you** have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
  - ii) in respect of fines or penalties of any kind
  - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
  - iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this Extension indemnity would have been provided by such other source or insurance
- g) where **we** have already indemnified **you** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another Section of this Policy the amount paid under that Section will be taken into account in arriving at **our** liability payable under this Extension.



## Provisions

### 1. Employers Liability Recovery

You must repay to us all sums which we pay solely due to the provisions of any law relating to the compulsory insurance of liability to employees in the territorial limits.

### 2. Terrorism Limitation

The Limit of Liability payable under this Section in respect of any claim due to TERRORISM is £5,000,000.

## Exclusions

We will not pay damages, costs and expenses incurred:

### Motor Vehicles

due to injury:

to any employee when the employee is:

- i) carried in or upon any motor vehicle
- ii) entering or getting onto or alighting from a motor vehicle in circumstances where Road Traffic legislation requires insurance or security.

This exclusion does not apply to injury to any employee who at the time the injury occurs is the driver of a motor vehicle or is the person in charge of the motor vehicle for the purposes of driving provided there is no other insurance covering the injury

### Others

arising from:

- i) tree felling or lopping
- ii) window cleaning, painting or similar operations carried out from cradles and/or hoists
- iii) the provision of, erection of, dismantling of or work from scaffolding
- iv) demolition, erection or structural alteration of or addition to new or existing buildings
- v) your pursuit or exercise of any trade, calling or profession other than the business.

## Limits of Liability

The Limits of Liability shown in the Schedule are our monetary limits in respect of the insurance provided by this Section (other than limits otherwise specified) and apply to any one claim.

**Note:** Please also see EXCLUSIONS which appear under the General Section of this Policy.

**Please Note:** Condition(s) and further Additional Cover, Provisions and Exclusions applicable to this Section are shown on the following pages.

# Sections 2 and 3 – Additional cover, extensions, provisions, condition(s) and exclusions

The following Additional Cover, Provisions, Condition(s) and Exclusions are applicable in addition to any indicated under Sections 2 and 3 individually.

## Additional Cover

In addition to the total amount **we pay** for any claim which **we** have accepted as valid under Sections 2 and 3 **we** will also **pay**

### 1. Additional Costs and Fees

- a) legal fees for representation at any coroner's inquest, fatal injury inquiry or proceedings in any court of summary jurisdiction or similar court of inquiry in the country of jurisdiction
- b) other costs and expenses which **you** incur with **our** written consent

### 2. Compensation for Court Appearance

£100 per day whilst **you** or any of **your officers**, or £50 per day whilst any of **your employees**, attends a court as a witness at **our** request in connection with a claim under this Section

### 3. Legal Defence Costs

legal costs and expenses which **you** incur with **our** written consent or, at **your** request, which any of **your officers** or **employees** incur in the defence of a prosecution (including an appeal against a conviction) for an alleged or actual breach of the following legislation during the Period of Insurance in the course of the **business**:

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

**We** will not **pay** for:

- i) proceedings brought outside the **territorial limits**
- ii) costs, expenses or reimbursements arising in connection with:
  - any order made under Section 16, 17 or 35 of the Consumer Protection Act 1987
  - any order made under Section 9 or resulting from Regulations as to charges under Section 45 of the Food Safety Act 1990.

## Extensions

**We** will also insure under the terms and covers applying to Sections 2 and 3 providing **we** have accepted there is a valid claim:

### 1. Indemnity to Officers and Employees

at **your** request:

- a) any of your **officers** or **employees**:
  - i) where **you** would have been entitled to cover if the claim had been made against **you**
  - ii) in respect of private work carried out with **your** consent for an **officer** or **employee** by an **employee**
- b) any **officer**, member or **employee** of catering, social, sports and welfare organisations, security, ambulance, fire and first aid services

### 2. Principal's Indemnity

any **principal** but only to the extent required by **your** contract or agreement with them

### 3. Personal Representatives

the legal personal representative of any person who is entitled to cover under Sections 2 and/or 3 but only in respect of liability incurred by the person whom they are representing.

Provided that:

- i) any person entitled to cover under the terms of Sections 2 and/or 3 satisfies the terms and conditions of this Policy so far as they can apply
- ii) **we** have the sole conduct and control of any claim

### 4. Acquisitions

liability incurred by a subsidiary company which **you** founded or acquired after the inception date of this Policy provided:

- a) **we** will be liable only for amounts in excess of the Limits of Liability of any valid Liability insurance effected by or on behalf of the subsidiary company
- b) **you** notify **us** of the foundation or acquisition of subsidiary companies as soon as reasonably practicable and within three calendar months of the date of their foundation or acquisition
- c) the **business** of such subsidiary companies is materially the same as the **business** stated in the Schedule.

For the purposes of this cover a subsidiary company is a company registered in the **territorial limits** and conforming to the definition of a subsidiary company in the Companies Act 1985

## 5. Cross Liabilities

each party comprising **you** as though a separate Policy had been issued to each of them. The total amount for which **we** will be liable to all such parties including **you** will not exceed in the aggregate the Limit of Liability shown in the Schedule.

## Provisions

### 1. Adjustments

Where any premium is calculated on estimates **you** must declare to **us** any information required for the expired Period of Insurance and **pay** any additional premium.

### 2. Company Registration

**We** will only insure **you** under Sections 2 and/or 3 if **you** are registered in the **territorial limits**.

## Condition(s)

### 1. Contribution

If at the time of any occurrence or **claim** there is any other insurance applicable to such occurrence or **claim** **we** will not be liable under Sections 2 and/or 3 of this Policy except to the extent of any excess beyond the amount payable under such other insurance had this Policy not been effected.

## Exclusions

### 1. North America

**We** will not be liable under this Policy in respect of any liability **due to**:

- a) any **goods** knowingly sold or supplied by **you** for delivery or use
- b) any **claim** made or brought
- c) **injury**, wrongful arrest or **damage to property** occurring in the United States of America or Canada.

### 2. Offshore Work

**We** will not **pay** any amount in respect of **injury** or **damage to property due to** work on, or visit or travel to or from any offshore structure by **you**, **your officers** or **your employees**, or any other party engaged by **you** or on **your** behalf.

## Section 4 – Legal expenses for eviction of squatters

**This section applies only to residential premises and/or residential portions of premises.**

### How to claim under this Section

Once the ADMINISTRATOR has received details of **your** claim and the ADMINISTRATOR has accepted it, the ADMINISTRATOR will start to resolve **your** legal problem.

To make a claim under this Section, please write direct to the ADMINISTRATOR with full details as soon as possible.

### Send your claim to:

Legal Claims Centre, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

### If you need help from us

**You** can phone the ADMINISTRATOR any time on 0117 934 2111 for advice on any legal problem for the eviction of squatters.

Claims can also be e-mailed to [newclaims@das.co.uk](mailto:newclaims@das.co.uk)

### When the administrator cannot help

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

### Definitions

Wherever the following words appear in this SECTION they will have the same defined special meaning attributed to them.

### Administrator

DAS Legal Expenses Insurance Company Limited who administer and manage all claims on **our** behalf and to whom any notification of a claim must be addressed.

### Representative

DAS Law Limited and/or a preferred law firm on behalf of DAS Legal Expenses Insurance Company Limited.

### Date of Occurrence

The date of the event which may lead to a claim. If there is more than one event arising at different times from the same cause, the date of occurrence is the date of the first of these events.

### Costs and Expenses

#### a) Legal Costs

All reasonable and necessary costs chargeable by the REPRESENTATIVE on a standard basis.

#### b) Opponents' Costs

Costs incurred by opponents if **you** have been ordered to pay them, or pay them with the ADMINISTRATOR'S agreement.

### Cover

**We** agree to provide the insurance in this Section, as long as:

- a) the DATE OF OCCURRENCE of the insured incident is within the Period of Insurance; and
- b) any legal proceedings will be dealt with by a court, or other body which the ADMINISTRATOR agrees to, in the **territorial limits**.

The ADMINISTRATOR will help in appealing or defending an appeal as long as **you** tell the ADMINISTRATOR within the time limits allowed. Before **we pay** the COSTS AND EXPENSES for appeals, the ADMINISTRATOR must agree that it is always more likely than not that the appeal will be successful.

**We** will only **pay** the COSTS AND EXPENSES charged by a REPRESENTATIVE appointed by the ADMINISTRATOR.

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 £50,000.

### Eviction of squatters

**We** will **pay** the COSTS AND EXPENSES incurred to secure the eviction of squatters from residential **premises**.

### Exclusions

- 1 A claim reported to the ADMINISTRATOR more than 180 days after **you** should have known about the insured incident.
- 2 An incident or matter arising before the start of cover under this Section of the Policy.
- 3 Costs and expenses incurred before the ADMINISTRATOR'S written acceptance of a claim.
- 4 Fines, penalties, compensation or damages which **you** are ordered to **pay** by a court or other authority.
- 5 An insured incident intentionally brought about by **you**.
- 6 Any legal action that **you** take which the ADMINISTRATOR or the REPRESENTATIVE have not agreed to, or where **you** do anything that hinders the ADMINISTRATOR or the REPRESENTATIVE.
- 7 A claim relating to **your** alleged dishonesty or alleged violent behaviour.
- 8 A claim relating to written or verbal remarks which damage **your** reputation.
- 9 A claim relating to a lease, a licence or tenancy of land or buildings, or a claim relating to any land or buildings which are not for residential purposes.
- 10 A dispute with **us** or the ADMINISTRATOR not otherwise dealt with under Condition 7.
- 11 Apart from the ADMINISTRATOR, **you** are the only person who may enforce all or any part of this Policy and the rights and interests arising from or connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to this Section in relation to any third party rights or interest.

12 An application for judicial review.

Your attention is drawn to the General Exclusions and Conditions of the Policy.

### Conditions applying to this section

1 You must:

- a) keep to the terms and conditions of this Section;
- b) try to prevent anything happening that may cause a claim;
- c) take reasonable steps to keep any amount **we** have to **pay** as low as possible;
- d) send everything the ADMINISTRATOR asks for, in writing;
- e) give the ADMINISTRATOR full details in writing of any claim as soon as possible and give the ADMINISTRATOR any information they need.

2 a) The ADMINISTRATOR can take over and conduct in **your** name, any claim or legal proceedings at any time.

The ADMINISTRATOR can negotiate any claim on **your** behalf.

- b) **You** are free to choose a REPRESENTATIVE (by sending the ADMINISTRATOR suitably qualified person's name and address) if:
  - i) the ADMINISTRATOR agrees to start court proceedings and it becomes necessary for a lawyer to represent **your** interests in those proceedings; or
  - ii) there is a conflict of interest.

The ADMINISTRATOR may choose not to accept **your** choice, but only in exceptional circumstances. If there is a disagreement over the choice of REPRESENTATIVE in these circumstances, **you** may choose another suitably qualified person.

- c) In all circumstances except those in 2b) above, the ADMINISTRATOR is free to choose a REPRESENTATIVE.
- d) Any REPRESENTATIVE will be appointed by the ADMINISTRATOR to represent **you** according to the ADMINISTRATOR'S standard terms of appointment. The REPRESENTATIVE must co-operate fully with the ADMINISTRATOR at all times.
- e) The ADMINISTRATOR will have direct contact with the REPRESENTATIVE.
- f) **You** must co-operate fully with the ADMINISTRATOR and the REPRESENTATIVE and must keep the ADMINISTRATOR up to date with the progress of the claim.
- g) **You** must give the REPRESENTATIVE any instructions that the ADMINISTRATOR requires.

3 a) **You** must tell the ADMINISTRATOR if anyone offers to settle a claim.

b) If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to **pay** further COSTS AND EXPENSES.

4 a) **You** must tell the REPRESENTATIVE to have COSTS AND EXPENSES taxed, assessed or audited, if the ADMINISTRATOR asks for this.

b) **You** 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 the REPRESENTATIVE refuses to continue acting for **you** or if **you** dismiss the REPRESENTATIVE, the cover **we** provide will end at once, unless the ADMINISTRATOR agrees to appoint another REPRESENTATIVE.

6 If **you** settle a claim or withdraw it without the agreement of the ADMINISTRATOR, or do not give suitable instructions to a REPRESENTATIVE, the cover **we** provide will end at once and **we** will be entitled to reclaim any COSTS AND EXPENSES **we** have paid.

7 If **you** and the ADMINISTRATOR disagree about the choice of REPRESENTATIVE, or about the handling of a claim, **you** and the ADMINISTRATOR can choose another suitably qualified person to decide the matter. **You** and the ADMINISTRATOR must both agree to the choice of this person in writing. Failing this, the ADMINISTRATOR will ask the president of a relevant national law society to choose a suitably qualified person.

All costs of resolving the disagreement must be paid by the party whose argument is rejected.

8 The ADMINISTRATOR may, at their discretion, require **you** to obtain, at **your** expense an opinion from a lawyer or other suitably qualified person chosen by **you** and the ADMINISTRATOR, as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that the ADMINISTRATOR has agreed to) or make a successful defence, **we** will **pay** the cost of obtaining the opinion.

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

# Section 5 – Terrorism Extension

Applicable only if stated in the Schedule to be operative.

## Definitions

### Act of Terrorism

Any act or acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's Government in the United Kingdom or any other government de jure or de facto.

### Computer System

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

### Data

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

### Denial of Service Attack

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

Denial of Service Attacks include but are not limited to the generation of excess traffic into the network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems.

### Hacking

Unauthorised access to any Computer System whether your property or not.

### Phishing

Any access or attempted access to Data made by means of misrepresentation or deception.

### Virus or Similar Mechanism

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

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

### Cover

A) In the event that:

- a) Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority issue a certificate certifying an event or occurrence to have been an Act of Terrorism; or

- b) Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence to have been an Act of Terrorism and that refusal is reversed by the decision of a validly constituted Tribunal

this Section of the Policy shall provide cover for:

- i) **damage to property** described in the Schedule insured under Section 1 (for the purposes of Section 5 termed 'DAMAGE') and/or
- ii) loss of RENT and/or cost of alternative accommodation insured under Section 1 (for the purposes of Section 5 termed 'CONSEQUENTIAL LOSS') provided **you** have effected such cover with **us** under Section 5

proximately caused by such Act of Terrorism provided that:

- 1) such DAMAGE and/or CONSEQUENTIAL LOSS occurs in England including the Channel Tunnel up to the frontier with the Republic of France as set out in the Treaty of Canterbury 1986, Wales or Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 and not Northern Ireland, the Channel Islands or the Isle of Man
- 2) in any action, suit or other proceedings where **we** allege that any **damage** or loss resulting from damage is not covered by this Section the burden of proving that such **damage** or loss is covered shall fall upon **you**
- 3) the insurance effected by this Section excludes:
  - A) any losses whatsoever:
    - a) occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
    - b) directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:
      - i) damage to or the destruction of any Computer System; or
      - ii) any alteration, modification, distortion, erasure or corruption of Data

in each case whether **your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism, Hacking, Phishing or Denial of Service Attack

Proviso to exclusion 3) A) b)

save that Covered Loss otherwise falling within this exclusion 3) A) b) will not be treated as excluded by exclusion 3) A) b) solely to the extent that such Covered Loss:

- i) results directly (or, solely as regards ii) 3) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them,

impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System; and

ii) comprises:

- 1) the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured; or
- 2) the amount of business interruption loss suffered directly by **you** by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either damage to or destruction of Property insured or as a direct result of denial, prevention or hindrance of access to or use of the Property insured by reason of an Act of Terrorism causing damage to other Property within one mile of the Property insured to which access is affected; or
- 3) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by **you** to avoid or diminish such loss

and

iii) is not proximately caused by an Act of Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

iv) for the purposes of this Proviso

- 1) The meaning of 'Property' shall exclude:
  - A) any money (including MONEY as defined under Section 1), currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever; and
  - B) any Data.
- 2) 'Covered Loss' means all losses arising as a result of damage to or the destruction of Property insured, the proximate cause of which is an Act of Terrorism.

v) Notwithstanding the exclusion of Data from Property, to the extent that damage to or destruction of Property within the meaning of sub-paragraph ii) above indirectly results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in sub-paragraph i) above results directly or

indirectly from any alteration, modification, distortion, erasure or corruption of Data, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such Property and otherwise falling within sub-paragraphs i) and ii) 1) or 2) nor any loss, cost or charges otherwise falling within sub-paragraphs i) and ii) 3) above from being recoverable under this Section.

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

- B) any type of property which has been specifically excluded in this Policy
- C) any **nuclear installation** or **nuclear reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **nuclear installation** or **nuclear reactor**.

4) Save for the exclusions listed in paragraph 3) above no other exclusions in the Policy shall apply to the insurance effected by part A. of this Section. All the other terms, definitions and conditions of the Policy (including but not limited to any **excess** or deductible to be borne by **you**) shall apply to the insurance effected by part A of this Section except for:

- A) any Long Term Undertaking applying to the Policy
- B) any terms in the Policy which provide for adjustments of premium based upon declarations on expiry or during Period of Insurance
- C) any extension of **premises** to locations outside England and Wales and Scotland.

- B) In the event that Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence in the territories described in paragraph A) proviso 1) of this Section to have been an Act of Terrorism, and such refusal is upheld by the decision of a validly constituted Tribunal, this Section will delete the TERRORISM exclusion under Section 1 of this Policy in respect of such event or occurrence.
- C) This Section will delete the TERRORISM exclusion under Section 1 of this Policy in respect of any event or occurrence in the Isle of Man or Channel Islands but not the territorial seas adjacent thereto as defined in the Territorial Sea Act 1987 (Isle of Man) Order 1991, Territorial Sea Act 1987 (Jersey) Order 1997 and Territorial Sea Act 1987 (Jersey) (Amendment) Order 2002.

Provided always that in respect of B) and C) above all other terms, definitions, exclusions, provisions and conditions of this Policy shall apply.

# General

## Claims Conditions (Procedures and Requirements)

1. If there is **damage**, loss of RENT, accident, **injury** or other loss which may give rise to a claim **you** must:

### Notification

- a) notify **us** immediately in writing
- b) notify the police immediately if **damage** is caused by malicious persons, theft or unexplained loss

### Full Details

- c) provide **us** with, at **your** expense:
  - i) full written information about the loss and any evidence or assistance **we** require including details of any other insurance covering the loss. If **damage** is caused by riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances full information must be provided within seven days
  - ii) a statutory declaration of the truth of the **claim** and of any matters connected with it if **we** ask **you** to.

## 2. Summonses or Other Documents

**You** must notify **us** immediately of any writ, summons, process or other document. **You** must not negotiate, **pay**, settle, admit or repudiate liability or **claim** without **our** written consent.

## 3. Admission of Liability

No person is entitled to represent or admit liability or offer promise of payment on **our** behalf or on behalf of **you** or any person claiming indemnity under this Policy without **our** written consent.

## 4. Defence

**We** will be entitled to conduct the defence or settlement of any **claim** and to instruct solicitors of **our** choice to act for **you** in any civil or criminal proceedings arising from any event giving rise to the **claim**.

## 5. Our Rights

**We** may:

- a) enter any **premises** where **damage** has occurred and either take possession of any **property** insured or require it to be delivered to **us** and deal with it in any reasonable manner. **You** must not abandon any **property** to **us** whether **we** have taken possession of it or not
- b) take the benefit of **your** rights against another person before or after **we** have paid a **claim**

- c) at any time **pay**:
  - i) the Limit of Liability shown in the Schedule (after deduction of any amount already paid) or
  - ii) any lesser amount for which the **claim** can be settled.

**We** may then relinquish the conduct and control and be under no further liability for the **claim** except for the payment of costs or expenses incurred with **our** consent prior to the date of such payment.

## 6. Reinstatement/ Replacement of Property

If **we** decide to reinstate or replace any **property** **you** must at **your** own expense provide all such plans, documents, books and information as may be reasonably required. **We** will not be bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner and will not be bound to expend in respect of any one Item more than its Sum Insured or in total the Limit shown in the Schedule.

## 7. Loss of Market Value

- a) If **you** decide not to repair or rebuild the **buildings** **we** will **pay** to **you** the reduction in the market value of the **buildings** immediately following the **damage** but not exceeding:
  - i) the amount which would have been payable had the **buildings** been repaired or rebuilt
  - ii) its sum insured
- b) If as a result of damage insured hereby **you** are required to rebuild or reinstate the **buildings** in a manner different from that immediately before the **damage** solely to comply with European Union legislation, statutory or local authority requirements and as a result there is a reduction in market value thereof **we** will **pay**:
  - i) the cost of repairing or reinstating the **buildings**; and
  - ii) a cash settlement representing the reduction in market value; and
  - iii) any capital sums payable to any lessees under the terms of the lease or otherwise in consequence of such European Union legislation, statutory or local authority requirements

so that the total payment made is no greater than £100,000 in excess of the amount that would have been payable had the **buildings** been repaired or reinstated in an identical manner to their condition immediately before the **damage** or the sum insured whichever is the lesser.



# Notes

## General Provisions which apply to whole Policy

### 1. Arbitration

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

### 2. Cancellation

**We** may cancel this Policy by sending a Recorded Delivery letter to **your** last known address (and in the case of Northern Ireland to the Department of the Environment for Northern Ireland).

**We** will give **you** the following notice:

- a) 7 days in the event of non-payment of an instalment premium on its due date
- b) 30 days in other circumstances

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

### 3. Cancellation Rights

If **you** decide **you** do not want to accept the Policy, or any subsequent renewal of it, please tell **us** (or **your** insurance intermediary) within 14 days of receiving the Policy or renewal notice. **We** may, at **our** discretion, charge **you** for the time **you** have been on cover, including insurance premium tax.

### 4. Change in circumstances

**You** must notify **us** as soon as possible during the Period of Insurance if there is any change in circumstances or to the material facts previously disclosed **you** to **us** or stated as material facts by **us** to **you** which increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change **we** will be entitled to vary the premium and terms for the rest of the Period of Insurance. If the changes make the risk unacceptable **us** then **we** are under no obligation to agree to make them and may no longer be able to provide **you** with cover.

If the **you** do not notify **us** of any such change **we** may exercise one or more of the options described in clauses c) i), ii) and iii) of the Fair Presentation of the Risk Provision but only with effect from the date of the change in circumstances or material facts.

### 5. Contractual Right of Renewal (Tacit)

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

### 6. Fair presentation of the risk

- a) At inception and renewal of this Policy and also whenever changes are made to it at **your** request **you** must:
  - i) where **you** have taken out this Policy for purposes which are wholly or mainly related to **your** trade, business or profession, disclose to **us** all material facts in a clear and accessible manner and not misrepresent any material facts, and
  - ii) where **you** have taken out this Policy for purposes which are wholly or mainly unrelated to **your** trade, business or profession, take reasonable care not to misrepresent any material facts.
- b) If **you** do not comply with clause a) of this General Provision **we** may:
  - i) avoid this policy which means that **we** will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by **you** is proven by **us** to be deliberate or reckless in which case **we** will not return the premium paid by **you**; and
  - ii) recover from **you** any amount **we** have already paid for any claims including costs or expenses **we** have incurred.
- c) If **you** do not comply with clause a) of this General Provision and the non-disclosure or misrepresentation is not deliberate or reckless this Policy may be affected in one or more of the following ways depending on what **we** would have done if the Insurers had known about the facts which **you** failed to disclose or misrepresented:
  - i) if **we** would not have provided **you** with any cover **we** will have the option to:
    - 1) avoid the Policy which means that **we** will treat it as if it had never existed and repay the premium paid; and
    - 2) recover from **you** any amount **we** have already paid for any claims including costs or expenses **we** have incurred

- ii) if **we** would have applied different terms to the cover **we** will have the option to treat this Policy as if those different terms apply. **We** may recover any payments made by **us** on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
- iii) if **we** would have charged **you** a higher premium for providing the cover **we** will charge **you** the additional premium which **you** must pay in full.
- d) Where this Policy provides cover for any person other than **you** and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession **we** will not invoke the remedies which might otherwise have been available to **us** under this General Provision if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than **you**.

Provided always that if the person concerned or **you** acting on their behalf make a careless misrepresentation of fact **we** may invoke the remedies available to **us** under this General Provision as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the Policy unaffected.

## 7. Fraudulent claims

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

- a) makes a fraudulent or exaggerated claim under this Policy; or
- b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
- c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
- d) submits a claim under this Policy for loss or damage which **you** or anyone acting on **your** behalf or in connivance with **you** deliberately caused; or
- e) realises after submitting what **you** reasonably believed was a genuine claim under this Policy and then fails to tell **us** that **you** have not suffered any loss or damage; or
- f) suppresses information which **you** know would otherwise enable **us** to refuse to pay a claim under this Policy

**we** will be entitled to refuse to pay the whole of the claim and recover any sums that **we** have already paid in respect of the claim.

**We** may also notify **you** that **we** will be treating this Policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this Provision.

If **we** terminate this Policy under this Provision **you** will have no cover under this Policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an insured person and not on behalf of **you** this Provision should be read as if it applies only to that insured person's claim and references to this Policy should be read as if they were references to the cover effected for that person alone and not to the Policy as a whole.

## 8. Reasonable Precautions

**You** must:

- a) ensure all reasonable precautions are taken to prevent or minimise **damage**, accident, **injury**, financial loss or other loss
- b) make every effort to comply with any statutory requirements and other safety regulations imposed by any authority
- c) keep a complete set of accounts
- d) take up references before entrusting **property** to a new **employee**.

## 9. Sanctions

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

## 10. Subrogation

Any party claiming indemnity under this Policy must at **our** request and expense take and permit to be taken any necessary steps to enforce their rights against any other party in **your** name whether or not **we** have made a payment.

## 11. Value Added Tax

All claims under this Policy will exclude Value Added Tax to the extent that **you** are accountable to the Tax Authorities.

## Exclusions which apply to the whole of the Policy or to more than one section

This Policy does not cover any **damage**, consequential loss, cost, expense or legal liability **due to**:

### 1. Radiation Risks

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any **nuclear installation, nuclear reactor** or other explosive nuclear assembly or nuclear component
- c) any weapon or device employing atomic nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes

### 2. War Risks

war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, nationalisation, confiscation or requisition, seizure or destruction by any Government or any public authority

### 3. Year 2000 Exclusion

the failure of any computer or other equipment or system for processing storing or retrieving data, whether the property of **you** or not, and whether occurring before, during or after the year 2000 to

- correctly recognise any data as its true calendar date
- to capture save or retain, and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date

but in respect of Section 1 this will not exclude subsequent **damage**, loss of RENT, cost of comparable alternative accommodation or other consequential loss, fees or expenses not otherwise excluded which is itself **due to** Insured Perils 1-10 described under Section 1.

Exclusions 1, 2 and 3 do not apply to **injury** to any **employee**.

# Our complaints procedure

## **Our commitment to customer service**

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

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

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

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

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

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

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

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

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

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

You can also contact them as follows:

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

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

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

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

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

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









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#### **Zurich Insurance plc**

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