Tradesman

Policy document

Contents

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.

Your Tradesman 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. **Our** liability will in no case exceed the amount of any sum insured or limit of liability stated in this policy, the schedule or any endorsement to this policy.

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.

Meaning of words

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

Business

The business shown in the schedule including:

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

Employee

(Where a different meaning applies to an individual section of this policy, the appropriate definition will be shown within that section).

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

a) anyone who has entered into or works under a contract of service or apprenticeship with **you**

b) any labour master, labour only subcontractor or anyone employed by them

c) any self-employed person

d) anyone who is engaged under a Work Experience scheme or similar scheme

e) anyone who is hired or borrowed by **you**.

Nuclear Installation

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

a) the production or use of atomic energy

b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation

c) the storage, processing or disposal of nuclear fuel or 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.

We, Us, Our or Ours

(Where a different meaning applies to an individual section of this policy, the appropriate definition will be shown within that section).

Zurich Insurance plc.

You, Your, Yours or Yourselves

The person, people (either acting in partnership or on behalf of an unincorporated organisation) or the company stated in the schedule as the insured.

(Where a different meaning applies to an individual section of this policy, the appropriate definition will be shown within that section).

Public and products liability section

Meaning of Words

Certain words in this section of the policy have special meaning. These meanings are given below or defined at the beginning of the policy. To help **you** identify these words in the policy, **we** have printed them in **bold** wherever they appear.

Buildings

The buildings of the **premises** shown in the schedule to this policy comprising:

a) the **business** part of the **premises** and any residential accommodation and any outbuildings used in connection with the **business** or for domestic purposes

b) walls, gates and fences around the buildings and belonging to them

c) landlord's fixtures and fittings

d) underground pipes and cables for which **you** are responsible.

Business

For the purpose of this section of the policy only, the definition of **business** extends to include:

- private work carried out by any of **your** employees for **you** or any of **your** directors or executives
- participation in exhibitions
- maintenance of property and **premises** owned by **you**
- the provision and management of canteen, social, sports and welfare organisations for the benefit of **your employees** and first aid, fire and ambulance services.

Contract works

The permanent and temporary works undertaken in performance of a contract and materials for use in connection with them. Free issue materials are included provided that **you** are responsible for them under the terms of the contract.

Damage

Loss or damage.

Excess

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

Pollution or Contamination

i) all **Pollution or Contamination** of buildings or other structures or of water or land or the atmosphere and

ii) all **damage** or personal injury directly or indirectly caused by such **Pollution or Contamination**

Premises

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

Products

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

Other words with special meanings in this section are defined earlier in this policy. They are: **employee, our, us, we, you, your.**

The cover

Public Liability

What is insured

1. **Your** legal liability for:

   - accidental death of or accidental personal injury to any person
   - accidental **damage** to material property
   - accidental obstruction, accidental trespass, accidental nuisance or accidental interference with pedestrian, road, rail, air or waterborne traffic
   - accidental invasion of the right of privacy
   - accidental interference with any right of air, light, water or way
   - charges of wrongful arrest or malicious prosecution being brought against **you** arising out of any allegation of improper conduct at **your premises** by any person other than an **employee**

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

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

What is not insured

Any liability:

- for bodily injury or disease sustained by any **employee** arising out of and in the course of his employment by **you** in connection with **your business**
- for loss, cost or expense directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or derivatives
- arising from professional advice given by **you** for a fee or in circumstances where a fee would normally be charged
- for **damage** to property which belongs to **you** or is held in trust by **you** or borrowed, rented, leased, or hired for use by **you**.

  This shall not apply to:

  i) personal property (including vehicles and their contents) of **your** visitors, directors or **employees**

  ii) buildings or their contents temporarily occupied by **you** for the purpose of carrying out work

  iii) premises rented, hired, leased or lent to **you** unless the liability attaches solely because of a contract or agreement
- for **damage** to that part of any property upon which **you** or **your** servant or agent is or has been working where the **damage** is a direct result of that work
- for liquidated damages, fines or penalties which attach solely because of a contract or agreement
- arising from the ownership, possession or use of any mechanically propelled vehicle or mobile plant by **you** or on **your** behalf:

  i) which is licenced for road use

  ii) for which compulsory motor insurance or security is required

  iii) which is more specifically insured.

  This shall not apply to:

  a) the loading and unloading of mechanically propelled vehicles or mobile plant unless more specifically insured

  b) the use of any mechanically propelled vehicle or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance is required

  c) the unauthorised movement on your premises or contract site of any mechanically propelled vehicle or mobile plant unless more specifically insured or unless compulsory motor insurance or security is required.
- arising from the ownership, possession or use by **you** or on **your** behalf of:

  i) craft designed to travel through air or space

  ii) hovercraft or water craft other than barges, motor launches and non powered craft used on inland waterways
- arising out of programming or for loss of information or the provision of wrong information on in or from computer discs, tapes or other data recording equipment

- arising from **products** after they have ceased to be in **your** custody or control.

  This shall not apply to food or beverages for consumption on **your premises** or at any other premises where **you** are carrying on **your business**.

Limit of Liability

The most **we** will pay for all claims made for any one occurrence or all occurrences of a series arising out of one original cause is shown in the schedule to this policy. **We** will also pay legal costs awarded to any claimant or incurred in defending any claim which is contested with **our** consent.

Products Liability

What is insured

2. **Your** legal liability for:

   - accidental death of or accidental personal injury to any person
   - accidental **damage** to material property

   occurring anywhere in the world during any period of insurance in connection with **products** supplied in or from Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and caused by **products**.

   We will pay all sums **you** become legally liable to pay as damages

What is not insured

Any liability:

- for bodily injury or disease sustained by any **employee** arising out of and in the course of his employment by **you** in connection with **your business**
- for replacing, reinstating, rectifying, repairing, recalling or guaranteeing the performance of any **products**
- arising from any **products** which at the time of the contract of sale or supply are knowingly:

  i) sold or supplied for use in craft designed to travel through air or space

  ii) exported to the United States of America or Canada
- arising from any **products** in **your** custody or control
- for liquidated damages, fines or penalties which attach solely because of a contract or agreement
- arising from professional advice given by **you** for a fee or in circumstances where a fee would normally be charged
- arising out of programming or for loss of information or the provision of wrong information on, in or from computer discs, tapes or other data recording equipment.

Limit of Liability

The most **we** will pay for all claims during any one period of insurance is shown in the schedule to this policy. **We** will also pay legal costs awarded to any claimant or incurred in defending any claim which is contested with **our** consent.

Extensions to the public and products liability covers

Public liability during visits abroad

What is insured

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

What is not insured

Any liability for manual work carried out in the United States of America or Canada.

Personal liability during visits abroad

What is insured

The personal liability of:

- **you**
- any director or **employee**
- the family of any director or **employee** while accompanying such a person

during temporary visits anywhere in the world in connection with **your business**.

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

What is not insured

Any liability:

- arising from a contract or agreement which imposes a liability that **you** would not otherwise have been under
- arising from the ownership or occupation of any land or buildings
- arising from the carrying on of any trade or profession
- arising from the ownership, use or possession of:

  i) firearms other than sporting guns

  ii) mechanically propelled vehicles

  iii) craft designed to travel through air or space

  iv) hovercraft or watercraft

  v) animals of dangerous species
- arising from **damage** to property owned or held in trust by:

  i) **you**

  ii) any director or **employee**

  iii) the family of any director or **employee**
- for any accidental death of or accidental illness of or accidental personal injury to any member of the family of any director or **employee** or to any employee of any director or **employee**.

Cross liabilities

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

Data Protection Act

We will pay all sums **you** become legally liable to pay under the Data Protection Act 1998 in accordance with personal data held by **you**.

Fines or penalties.

The cost of replacing, reinstating, rectifying or erasing personal data.

Motor contingent liability

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

i) accidental death of or accidental personal injury to any person

ii) accidental **damage** to material property

arising out of the use of any motor vehicle being used in connection with **your business**.

Any liability:

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

Additional benefit

What is insured

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

- representation at any Coroner's Inquest or Fatal Enquiry in respect of any death
- defending in any Court of Summary Jurisdiction any proceedings in respect of any act or omission relating to any event

which may be the subject of indemnity under this section of the policy.

Court attendance expenses

What is insured

Expenses at the rates shown below if any such people are required to attend court as a witness at **our** request in connection with a claim for which insurance is provided under this section of the policy:

- **you** or any director £500 per day
- any **employee** £250 per day.

Indemnity to principal

What is insured

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

Indemnity to directors and employees

What is insured

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

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

Provided that:

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

Health and Safety at Work Act 1974

What is insured

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

Provided that:

- the breach was committed or alleged to have been committed during the period of insurance
- the proceedings relate to an offence committed in the course of **your business**
- **you** or any **employee** shall tell **us** immediately if any summons or other process is served upon **you** or any **employee** and of any event that may give rise to proceedings against such people.

What is not insured

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

Proceedings relating to any deliberate or intentional act or omission.

Fines or penalties of any kind or the cost of appeal against improvement or prohibition notices.

Defective Premises Act

What is insured

Your legal liability under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with premises which have been disposed of by **you**.

What is not insured

Any liability for the cost of remedying any defect or alleged defect in the said premises.

Consumer Protection Act 1987

What is insured

We will pay, at **your** request, all legal expenses or fees reasonably incurred in defending any criminal proceedings brought for a breach of the Consumer Protection Act 1987 including costs and expenses incurred with **our** consent in an appeal against conviction.

Provided that:

- the alleged breach occurs during the period of insurance
- the criminal proceedings relate to an offence committed in the course of **your business**
- the proceedings are brought in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- **we** have sole conduct and control of all claims
- **you** or any **employee** shall tell **us** immediately if any summons or other process is served upon **you** or any **employee** and of any event that may give rise to proceedings against such people.

The most **we** will pay is £25,000.

What is not insured

Legal fees where **you** or **your employee** are insured by another policy.

Legal fees or expenses where proceedings are for deliberate or intentional criminal act or omission by **you** or any **employee**.

Legal costs and expenses which **you** or any **employee** may be ordered to pay by a Court of Criminal Jurisdiction for any deliberate or intentional criminal act by **you** or any **employee**.

Fines or penalties.

The cost of any investigation or enquiry other than a solicitors investigation restricted to proceedings as defined within this extension of cover.

Corporate Manslaughter and Corporate Homicide Act 2007

What is insured

We will indemnify **you** against costs and expenses incurred with **our** prior written consent in the defence of any criminal proceedings arising from an alleged breach of 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** including any appeal against conviction arising from such proceedings.

Provided always that:

a) **our** liability under will not exceed £2,000,000 in any one period of insurance. This limit will form part of and not be in addition to the limit of indemnity stated in the policy

b) this clause will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

c) **we** must consent in writing to the appointment of any solicitor or counsel who are to act for and on **your** behalf

d) **you** will give **us** immediate notice of any summons or other process served upon you which may give rise to proceedings under this clause

e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding

f) 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 clause of the policy the amount paid under that clause will be taken into account in arriving at **our** liability payable under this clause.

What is not insured

Any liability for:

a) any deliberate or intentional criminal act committed by **you** giving rise to a corporate manslaughter or corporate homicide charge

b) fines or penalties of any kind

c) 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, etc Act 1974 or any regulations made thereunder

d) defence costs available from any other source or provided by any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance

Food Safety Act 1990

What is insured

We will cover **you** or, at **your** request, any of **your** directors or **employees** against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Food Safety Act 1990 or any regulations thereunder committed or alleged to have been committed during the period of insurance including legal costs and expenses incurred with **our** consent in an appeal against conviction arising from such proceedings.

Provided always that:

- the criminal proceedings relate to an offence committed in the course of **your business**
- this extension shall only apply to proceedings brought in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
- **you** or **your** director or **employee** give **us** immediate notice of any summons or other process served upon **you** or **your** director or **employee** and of any event which may give rise to proceedings against **you** or **your** director or **employee.**

What is not insured

We will not be liable under this extension:

- where **you** or **your** director or **employee** is insured by any other policy of insurance
- where criminal proceedings are in respect of any deliberate or intentional criminal act or omission committed by **you** or **your** director or **employee**
- in respect of legal costs and expenses which **you** or **your** director or **employee** may be ordered to pay by a Court of Criminal Jurisdiction in respect of the deliberate or intentional act or omission of **you** or **your** director or **employee**
- in respect of fines or penalties
- for the cost of any investigation or inquiry other than a solicitors' investigation restricted to criminal proceedings as described within this extension.

Libel and slander

What is insured

Your legal liability to pay compensation and claimants' costs and expenses for claims made against **you** during the period of insurance arising from any act of libel or slander committed or uttered in good faith by **you** during the period of insurance in the course of **your business**. Provided that:

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

Personal representatives

What is insured

In the event of **your** death the indemnity provided by this section of the policy shall apply to **your** personal legal representatives in respect of liability incurred by **you** provided that such representatives shall as though they were **you** keep to the terms and conditions of this policy.

JCT Clause 6.5

What is insured

We agree to hold **you** covered for a period of up to 14 days from commencement of any contract under which **you** are required to arrange insurance under the terms of Clause 6.5 of the Joint Contracts Tribunal (JCT) Standard Building Contract 2005 or any equivalent clause in a comparable form of contract.

Cover is subject to the terms and premium of the policy ultimately issued by **us** in connection with such contract in the joint names of **you** and **your** principal, but only so far as concerns claims for any expense, liability, loss, claim or proceedings which **your** principal may incur or sustain by reason of **damage** to any property (other than the **contract works**) caused by:

- collapse, subsidence, vibration, weakening or removal of support or lowering of ground water
- heave where such peril is included in the contract conditions

arising out of or in the course of or because of the carrying out of such contract.

The most **we** will pay for all claims made for any one occurrence or all occurrences of a series arising out of one original cause is £1,000,000.

This extension in cover does not guarantee that **we** are able to continue providing cover once full details of the contract have been provided.

What is not insured

Any expense, liability, loss, claim or proceedings arising from **damage**:

- caused by or arising out of the following work:
  - a) ground compaction
  - b) piling or underpinning
  - c) shoring or propping of any building or structure
  - d) demolition of any building or structure
  - e) use of explosives
  - f) tunnelling
  - g) where excavation exceeds 2 metres in depth
- caused by the negligence, omission or default of **you**, **your** servants or agents or any sub-contractor or his servants or agents
- attributable to errors or omissions in the designing of the **contract works**

- which can reasonably be foreseen to be inevitable having regard to the nature of the work to be executed or the manner of it's execution
- which is at the risk of the principal under the conditions of the contract.

All extensions to this section are subject to the following:

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

Special conditions applying to this section of the policy

Discharge of liability

We may free ourselves of any further liability by paying to **you** or on **your** behalf the maximum sum payable under this section of the policy or, should any payments have been made, the balance of such maximum sum. **We** shall also pay legal costs incurred prior to the date of such payment.

If the sum payable for any claim or claims made against **you** is greater than the maximum sum payable by this section of the policy, **you** shall pay the extra amount. **You** shall also pay such proportion of the legal costs as the extra amount bears to the total sum payable for such claim or claims.

Pollution or Contamination

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

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

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

Underground services

It is a condition precedent to **our** liability under this section of the policy that when digging or excavation work is to be undertaken **you** shall:

- ensure that all reasonable measures are taken to identify the location of underground pipes, cables and other services before any work is commenced which may involve a risk of **damage** to them
- keep a written record of the measures which were taken to locate such services
- ensure the adoption of a method of work which minimises the risk of **damage** to such services.

Use of heat

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

a) Application of heat by means of electric oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers

   i) The area in the immediate vicinity of the work (including in the case of work carried out on one side of a wall or partition, the opposite side of the wall or partition) must be cleared of all loose combustible material; other combustible material must be covered by sand or over-lapping sheets or screens of non combustible material.

   ii) At least two adequate and appropriate portable fire extinguishers, in proper working order, must be kept in the immediate area of the work being undertaken and used immediately smoke of smouldering flames are detected

   iii) A fire safety check of the working area must be made approximately 60 minutes after the completion of each period of work and immediate steps taken to extinguish any smouldering or flames discovered.

   iv) Blow lamps and blow torches must be filled in the open and must not be lit until immediately before use and must be extinguished immediately after use.

   v) A person must be appointed by **you** to act as an observer to watch for signs of smoke or smouldering or flames.

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

b) Use of asphalt, bitumen, tar, pitch or lead heaters

   i) The heating must be carried out in the open in a vessel designed for the purpose and, if carried out on a roof, the vessel must be placed on a non-combustible heat insulating base

Excess

The **excess** applicable under this section is shown in the schedule to this policy.

Your attention is drawn to the Conditions and Exclusions and General Exclusions contained within the policy.

Professional Indemnity section

Meaning of Words

Certain words in this section of the policy have special meaning. These meanings are given below and apply where the words appear in **bold**.

Business

Those activities stated in the schedule.

Business Partner

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

Excess

The amount stated in this policy, the schedule or any endorsement to this policy for which **you** are responsible and which will be deducted from any payment under this policy as ascertained after the application of all other terms and conditions of this policy.

Member

Any person in business with **you** who is a member of a limited liability partnership as defined in the Limited Liability Partnerships Act 2000.

Nuclear Installation

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

a) the production or use of atomic energy

b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation

c) the storage, processing or disposal of nuclear fuel or 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.

Pollution or Contamination

Pollution or contamination of buildings or other structures or of water or land or the atmosphere.

Related Entities

Any individual or entity or its sub-contractors or assignees:

a) which wholly or partially own, operate or manage **you**

b) in which **you** have an ownership interest in excess of 20%

c) which is controlled, operated or managed by **you**.

Services

The performance by **you** or on **your** behalf of any:

a) design or specification

b) supervision of construction or installation works

c) feasibility studies

d) technical information calculation

e) surveying

provided always that they are undertaken only by or under the direction of;

i) a qualified architect, engineer or surveyor or,

ii) any person having other relevant qualifications or,

iii) any person having completed an apprenticeship in the respective trade or,

iv) any person having three years experience appropriate to the work undertaken.

Territorial Limits

Worldwide excluding the United States of America or Canada or territories under their jurisdiction.

We, Us, Our or Ours

Zurich Insurance plc.

You, Your, Yours or Yourselves

The person, people (either acting in partnership or on behalf of an unincorporated organisation) or the company stated in the schedule as the insured including your predecessors.

The cover

Professional Indemnity

What is insured

We will indemnify **you** in respect of all sums which **you** become legally liable to pay as damages and claimants' costs and expenses in respect of a claim arising out of the conduct of **services** within the **territorial limits** first made against **you** and notified to **us** during the period of insurance for any breach of professional duty due to any negligent act, error or omission committed or alleged to have been committed by **you** or on **your** behalf

The Limit of Liability includes costs incurred with **our** written consent for defending any claim for damages which may be subject of indemnity under this policy and will not be subject to any excess.

What is not insured

This section does not cover:

Asbestos

liability, loss, cost or expense directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives

Bodily Injury and Property Damage

Liability for:

a) death, bodily injury, mental injury, mental anguish or shock sustained by any person other than emotional distress arising from libel and slander

b) loss of or damage to property

unless arising out of a breach of professional duty from the provision of **services** due to any negligent act, error or omission committed or alleged to have been committed by **you** or on **your** behalf

Claims by Related Entities

any claim brought by **you** or any **related entity** unless such claim emanates from an independent third party

Collateral Warranty and Contractual Liability

liability arising from any express warranty, guarantee, contractual promise, indemnity, waiver or express agreement given by **you** unless:

a) **you** would have been liable even if there had not been any such warranty, guarantee, contractual promise, indemnity, waiver or agreement

b) the liability arises from a collateral warranty or duty of care agreement in which case **we** will not indemnify **you** for liability arising from:

   (i) any fitness for purpose guarantee

   (ii) any greater or longer lasting benefit than that given to the party with whom **you** originally contracted

   (iii) any express guarantee including any relating to performance or the period of a project

   (iv) **your** agreement to exercise a standard of care greater than would normally be implied by common law or statute.

Adjudication

What is insured

We will also indemnify **you** in respect of any decision by an adjudicator appointed to resolve a dispute in accordance with the Scheme for Construction Contracts as contained in the Housing Grants Construction and Regeneration Act 1996 or the Scheme for Construction Contracts Regulations (NI) 1997 which may otherwise be the subject of indemnity under this policy.

Provided always that the adjudication provisions in the contract will:

a) provide that the adjudicator must be independent of the parties to the dispute; and

b) not allow for the adjudicator's decision to finally determine the dispute; and

c) not allow the adjudicator to disregard the legal entitlements of the parties in order to reach a decision based on commercial or other considerations; and

d) not place any conditions upon the timing of commencement of legal or arbitration proceedings excluding adjudication proceedings.

It is a condition precedent to **our** liability under this clause that **you**:

i) notify **us** within 72 hours and during the period of insurance of:

   1) the receipt of a notice of intention to adjudicate

   2) any matters of which **you** become aware which might reasonably be expected to give rise to a claim against **you** being referred to an adjudicator; and

ii) promptly supply **us** with all details relating to any reference to adjudication including copies of all documentation made available to **you** or subsequently by **you** to the adjudicator; and

iii) allow **us** to appoint advisers; and

iv) co-operate with **us** and any advisers **we** may appoint in the conduct of the adjudication; and

v) meet any request, direction or timetable of the adjudicator; and

vi) must not agree to accept the decision of the adjudicator as finally determining the dispute without **our** prior written consent.

We will be entitled to pursue legal proceedings, arbitration or other proceedings in the name of and on behalf of **you** to challenge, appeal, re-open or amend any decision, direction, award or exercise of any power of the adjudicator or to stay the enforcement of any such decision, direction, award or exercise of power. **You** will give all such assistance as **we** may reasonably require in relation to such proceedings or arbitration.

What is not insured

Cost Estimates
liability arising out of any estimate provided for construction or design costs unless provided by a chartered quantity surveyor

Courts Jurisdiction
any claim made or brought:

a) in the United States of America or Canada or territories under their jurisdiction

b) under or in consequence of any judgment or order in or under the laws of the United States of America or Canada or territories under their jurisdiction

Criminal or Malicious Acts
liability arising out of any criminal, fraudulent or malicious act, error or omission committed by **you** or on **your** direction

Directors and Officers Liability
liability while **you** are carrying out the duties of:

a) a director or officer of **you** or any other body corporate

b) a trustee of any pension fund or any other employee benefit scheme

Employment
a) liability arising out of any bodily injury, mental illness, sickness, disease or the death of any employee

b) liability arising out of any obligation owed by **you** as an employer or potential employer to any **business partner**, director, **member** or **employee**, or applicant for employment.

Costs of Criminal Proceedings

What is insured

We will also indemnify **you** and at **your** request any principal, **business partner**, director, **member** or **employee** against legal costs and expenses incurred with **our** prior consent in the defence of any criminal or civil proceedings first made against **you** and notified to **us** during the period of insurance that are brought for an alleged breach of:

a) the Construction (Design and Management) Regulations 2007

b) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

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

Provided always that:

i) the alleged breach arises in the course of **services** provided by **you**; and

ii) the circumstances giving rise to such proceedings could otherwise give rise to an indemnity under this policy; and

iii) in **our** reasonable belief the defence of such proceedings would assist in a defence of any claim against **you** arising from such circumstances.

Any subsequent or concurrent civil action arising out of proceedings notified hereunder will be deemed to be notified in accordance with Condition 1.

Court Attendance Costs

What is insured

We will also pay **you** the daily rates stated below if any of these people are required to attend court as a witness at **our** request:

a) any principal, **business partner**, director or **member**	£500
b) any **employee**	£250

Our liability will not exceed £10,000 in the aggregate during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

What is not insured

Failure to Effect or Maintain Insurance
liability arising out of the advising, requiring, obtaining or maintaining of any form of insurance, suretyship or bond or the failure to do so

Financial Investment
liability arising out of any activities regulated by the Financial Conduct Authority or any advice or services relating to the financing or investment for any project, scheme or venture

Insolvency
liability arising out of **your** insolvency or bankruptcy or awareness of financial difficulties or that of any of **your** sub-contractors

Joint Ventures
liability arising out of **your** involvement in any joint venture, consortium or other profit sharing scheme

Liquidated or Punitive Damages or Fines
any amount in respect of:

a) liquidated damages, penalties or fines which attach solely because of a contract or agreement

b) punitive or exemplary damages

Market Fluctuation

liability arising out of any:

a) depreciation or loss of investment when such depreciation or loss arises from fluctuations in any financial stock or commodity or other markets

b) express or implied warranty or guarantee relating to the financial return of any investment or portfolio of investments

Legal Representation Cover

What is insured

We will also cover any reasonable costs and expenses necessarily incurred with **our** written consent for representation at any official examination, enquiry, investigation or other proceedings ordered or commissioned by a body legally empowered to investigate **your** affairs that are first instigated against **you** and notified to **us** during the period of insurance and which may otherwise be the subject of indemnity under this policy.

Our liability will not exceed £10,000 in the aggregate during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

Mitigation Costs

What is insured

We will also with **our** prior written consent indemnify **you** against any reasonable costs and expenses necessarily incurred in respect of any action to mitigate a loss or potential loss that would otherwise be the subject of a claim under this policy.

What is not insured

Pollution or Contamination

liability arising directly or indirectly out of **pollution or contamination**

Prior Circumstances and Claims

liability arising from:

a) any circumstance, fact, matter or occurrence that:

   i) **you** knew or that in **our** reasonable opinion **you** ought to have known prior to inception of this policy which might give rise to a claim against **you**

   ii) was notified by **you** under any other insurance policy prior to inception of this policy

   iii) was disclosed or in **our** reasonable opinion ought to have been disclosed on **your** latest proposal to **us**

b) any claim made against **you** prior to inception of this policy

Products and Buildings

liability arising out of any:

a) supply, repair, alteration, manufacture, installation or maintenance of goods, materials or products

b) construction, repair, installation, erection, removal or demolishing of buildings, building works or physical structures

by **you**, **your** subcontractor or any **related entity** unless such claim is the direct consequence of any negligent act, error or omission arising out of the performance of **services**

c) defective materials or goods or equipment or products **you**, **your** subcontractor or a third party have supplied, manufactured, sold or distributed

Project Specific Insurance

liability arising out of any project that is insured under a project specific insurance policy provided always that this exclusion will not apply where cover has been provided with **our** prior written consent and **your** liability is in excess of the limit of indemnity under such project specific insurance

Property and Transport

liability arising out of the ownership, possession or use by **you** or on **your** behalf of any land, building, aircraft, watercraft, or mechanically propelled vehicle

Retroactive Date

liability for any claim arising from the **services** provided by **you** prior to the retroactive date stated in the schedule

Supervision of Construction Work

liability arising out of any supervision by **you** of **your** own work, **your** subcontractors' work or the work of any **related entity** where such supervision in undertaken in **your** capacity as building or engineering contractor

Terrorism

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

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.

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

Valuation Reports

any valuation report prepared by **you** or on **your** behalf except for the purpose of measuring quantities or certifying payments due to contractors

Special conditions applying to this section of the policy

Contracts (Rights of Third Parties) Act 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this policy is not enforceable by any third party.

Discharge of Liability

We may at any time pay the maximum amount payable under this policy after deduction of any sum already paid or any lower amount for which any claim can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim.

Joint Liabilities

If **you** comprise more than one party **we** will indemnify each party as though a separate policy had been issued to each of them. Provided always that the total amount of indemnity to all such parties will not exceed the amount payable if **you** comprised only one party and in any event will not exceed the limit of indemnity stated in the schedule.

Limit of Indemnity

The limit of indemnity stated in the schedule is **our** monetary limit and applies in the aggregate to all claims including **costs and expenses** made in any one period of insurance.

Where **you** become liable to pay a sum in excess of the amount of indemnity available under this policy **we** will pay only the proportion of any **costs and expenses** that the available amount of indemnity bears to **your** total liability.

Queen's Counsel

You will not be required to contest any legal proceedings unless a Queen's Counsel or similar authority agreed upon by **you** and **us** advises that on the facts of the case concerned such claim could be contested with a reasonable prospect of success.

Claims Procedures

a) Your Responsibilities

It is agreed that:

i) on the happening of any circumstance which could give rise to a claim or on receiving verbal or written notice of any claim **you** will:

1) as soon as reasonably possible give notice to **us**; and

2) as soon as reasonably possible forward to **us** any notice of prosecution, inquest or fatal inquiry and every letter, claim, writ or summons issued against **you**; and

3) take action to minimise the loss or damage and to avoid interruption or interference with the business and to prevent further damage or injury; and

4) at **your** own expense and as soon as reasonably possible supply full details of the claim in writing to **us** together with any evidence and information that may be reasonably required by **us** for the purpose of investigating or verifying the claim

ii) no settlement, admission of liability, payment or promise of payment will be made to a third party without **our** written consent.

b) Our Rights

We will:

i) be entitled to take over the defence or settlement including the appointment of legal counsel of any claim made against **you** or any person entitled to indemnity under this policy and **you** will give all assistance as may be reasonably required by **us**; and

ii) be entitled to take the benefit of any rights of **yours** against any other party before or after **you** have received indemnification under this policy and **you** will give all assistance as may be reasonably required by **us**; and

iii) treat any circumstances which might give rise to a claim notified during the period of insurance which subsequently gives rise to a claim after the expiry date as a claim first made during the period of insurance.

Observance

The due observance and fulfilment of the terms and conditions of this policy by **you** in so far as they relate to anything to be done or complied with by **you** will be a condition precedent to **our** liability to make any payment under this policy.

Sole Agent
It as agreed that:

a) if more than one person, company or entity forms **you** the person, company or entity set out as **you** in the schedule will act for itself and be deemed to act as sole agent for every other person, company or entity forming part of **you** and all insured persons, companies or entities are deemed to have consented and agreed that rights of action under this policy are not assignable except with **our** prior written consent

b) **you** have the sole right to file notice or proof of loss or make a claim, adjust, receive or enforce payment of any loss

c) payment of any loss to **you** will fully release **us** in respect of such loss. If **we** agree to make payment to an insured other than **you** such payment will be deemed to have been made to **you**

d) **you** have the sole right to bring legal proceedings arising under or in connection with this policy

e) knowledge possessed or discovery made by any person, company or entity forming part of **you** or by any **business partner**, director, **member** or officer, departmental head or other senior manager or the equivalent thereof will be deemed to constitute knowledge possessed or discovery made by all other persons, companies or other entities forming part of **you**.

Your attention is drawn to the Conditions and Exclusions and General Exclusions within the policy.

Personal Tools section

Meaning of Words

Certain words in this section of the policy have special meaning. These meanings are given below or defined at the beginning of the policy. To help **you** identify these words in the policy, **we** have printed them in **bold** wherever they appear.

Damage
Loss or damage.

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

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

The Cover

Personal tools

What is insured
Damage to **personal tools** occurring whilst in **your** custody or control during the period of insurance within the European Union.

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

The most **we** will pay for any one item of **personal tools** is;

1. where the item is lost or damaged beyond economical repair the value to replace the item in a condition equal to but not better than its condition when new
2. where the item is repaired the amount required to return the item to a working condition substantially the same as immediately before the occurrence of loss or damage

less any discounts available to **you** or **us**.

What is not insured

Breakdown
Damage to any tool caused by its own breakdown or explosion.

Computer equipment
Damage to computers tablets mobile phones or similar devices.

Inventory losses
Loss by disappearance or by shortage which is only discovered by a routine inventory or periodic stocktaking.

Limit of Liability
The most **we** will pay for all claims made:

- for any one period of insurance in the case of **personal tools** is shown in the schedule against **personal tools**

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

Special conditions applying to this section of the policy

Northern Ireland
Insofar as this section of the policy covers riot and civil commotion **we** will not be liable under this policy in respect of **damage** or consequential loss occasioned by or happening through or in consequence directly or indirectly of riot or civil commotion in Northern Ireland.

Terrorism

For the purpose of this section of the policy only, the following exclusion applies in addition to the General Exclusions appearing at the end of this policy:

We will not pay for loss, **damage**, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:

1. any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division 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 organisation(s) or government(s) 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 act

   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

2. any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action as described in 1. above.

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

Security conditions for personal tools

Personal tools

We will not pay for loss of **personal tools** whilst unattended unless contained in:

- a vehicle provided that the doors of the vehicle are locked and all its windows and other openings are fully closed and properly fastened; or
- a locked building or locked storage unit.

Your attention is drawn to the Conditions and Exclusions and General Exclusions within the policy.

Personal Accident section

Meaning of Words

Certain words in this section of the policy have special meaning. These meanings are given below or defined at the beginning of the policy. To help **you** identify these words in the policy, **we** have printed them in **bold** wherever they appear.

Benefit or Table of Benefits

As specified in schedule.

Loss of limb

Total loss by physical separation at or above the wrist or ankle or permanent total loss of use of an entire hand, arm, foot or leg.

Person/s insured

As specified in schedule.

Usual occupation or business

The occupation of the person/s insured as stated in your books at the date of the injury.

The Cover

Personal accident

What is insured

If at any time during the period of insurance the **person/s insured** shall sustain accidental bodily injury by violent, external and visible means (which expression shall include exposure resulting from a mishap to an aircraft vehicle or vessel in or on which the **person/s insured** is travelling) which occurs within the limits of cover then subject to the Provisions, Conditions and Exceptions and to any memoranda endorsed hereon, we will reimburse you in respect of payment to the **person/s insured** or **the person/s insured's** legal personal representatives as the case may require of the sum or sums set out in the **Table of Benefits** (please see schedule).

What is not insured

Death, injury, loss or disablement:

- caused, prolonged or complicated by any pre-existing physical weakness, defect or disease or by any injury sustained prior to that, in respect of which a claim is made hereunder
- caused by the **person/s insured** motor-cycling, hunting, mountaineering, racing (other than on foot), playing football, ice-hockey or polo, skiing, tobogganing, parachuting, hang-gliding, pot-holing or using power-driven woodworking machinery

- caused by the **person/s insured** flying (except as a passenger and not as a member of the crew, for the purpose of engaging in any trade or technical operation therein in any properly certificated or licensed power-driven aircraft constructed to carry passengers)
- caused by the **person/s insured** being insane or under the influence of drink or drugs, committing suicide or any act of intentional self-injury, being or having been pregnant, or taking part in civil commotion or in a riot of any kind
- caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
- sustained by any **person/s insured** before such person has attained the lower age limit or after the expiry of the period of insurance, during which such person attained the upper age limit.

Provisions applicable to this section

- **Benefit** 5 (see schedule) shall be payable:
  a) at the end of the period of disability but **we** will on request, make interim payments at not less than four weekly intervals
  b) for not more than 104 weeks (excluding the first 14 days) in respect of any one injury.
- **We** shall not in respect of the same accident, be liable to pay in respect of any one **person/s insured** more than one of the **Benefits** 1 – 4, nor shall more than one **Benefit** be payable in respect of the same period of time.
- **Benefit** shall only be payable provided death or loss occurs or disablement commences within twelve months of the date of the injury.
- The total amount payable by us under this policy in respect of all **person/s insured** travelling in any one aircraft, shall not exceed £250,000.
- Under **Benefit** 3c) in respect of total and irrecoverable loss of hearing in one ear only **we** will not pay more than 25% of the amount that would have been payable had the claim been for total and irrecoverable loss of hearing in both ears.

Disappearance

In the event of the disappearance of the **person/s insured we** will, after a reasonable time has elapsed and upon production of evidence to our satisfaction that the death of the **person/s insured**, as the sole and direct result of bodily injury as defined in this policy may reasonably be presumed, pay the amount of **benefit** subject to an undertaking in writing to refund the sum so paid if such death is subsequently found not to have occurred.

Special conditions applying to this section of the policy

Notification of claims

Notice shall be given to **us** as soon as reasonably possible, but in any event within three calendar months, of any accident likely to give rise to a claim. No **benefit** shall be payable in respect of any period prior to within fourteen days of the receipt of such notice. All certificates, information and evidence in such form and of such nature and within such time as **we** may reasonably require shall be furnished without expense to **us**. **We** shall be entitled in the case of non-fatal injury to call for examination by a medical referee appointed by **us** whenever required by **us** and in the event of death to have a post-mortem examination.

Terrorism

For the purpose of this section of the policy only, the following exclusion applies in addition to the General Exclusions appearing at the end of this policy:

We will not pay for death, injury, loss or disablement directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:

1. any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any organisation(s) or government(s) 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 act
   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
2. any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action as described in 1. above.

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

Your attention will be drawn to the Conditions and Exclusions and General Exclusions within the policy.

Conditions and Exclusions applying to the whole policy

General Conditions

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

1. The policy, schedule, endorsements and any certificate(s) shall be read as though they were one document.

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

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

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

   If **you** do not notify **us** of any such change **we** may exercise one or more of the options described in clauses c) i), ii) and iii) of General Condition 8 but only with effect from the date of the change in circumstances or material facts.

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

   a) makes a fraudulent or exaggerated claim under this policy; or

   b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or

   c) makes a false statement in support of a claim whether or not the claim is itself genuine; or

   d) submits a claim under this policy for loss or damage which **you** or anyone acting on **your** behalf or in connivance with **you** deliberately caused; or

   e) realises after submitting what **you** reasonably believed was a genuine claim under this policy and then fails to tell **us** that **you** have not suffered any loss or damage; or

   f) suppresses information which **you** know would otherwise enable **us** to refuse to pay a claim under this policy

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

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

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

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

5. **We** have the right to cancel this policy, or any section or part of it, by giving 30 days notice in writing by special delivery mail to **your** last known address.

6. 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 legal action against **us** over the dispute before the arbitrator has reached a decision.

7. This policy will come to an end immediately if **your** organisation ceases to exist or if **you** die where **you** are an individual except that **your** executors or personal administrators will be entitled to benefit from any cover until **your** estate has been administered.

8. a) At inception and renewal of this policy and also whenever changes are made to it at **your** request **you** must:

      i) disclose to **us** all material facts in a clear and accessible manner; and

      ii) not misrepresent any material facts.

   b) If **you** do not comply with clause a) of this condition **we** may:

      i) avoid this policy which means that **we** will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by **you** is proven by **us** to be deliberate or reckless in which case **we** will not return the premium paid by **you**; and

      ii) recover from **you** any amount **we** have already paid for any claims including costs or expenses **we** have incurred.

c) If **you** do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what **we** would have done if **we** had known about the facts which **you** failed to disclose or misrepresented:

   i) if **we** would not have provided **you** with any cover **we** will have the option to:

      1) avoid the policy which means that **we** will treat it as if it had never existed and repay the premium paid; and

      2) recover from **you** any amount **we** have already paid for any claims including costs or expenses **we** have incurred

   ii) if **we** would have applied different terms to the cover **we** will have the option to treat this policy as if those different terms apply. **We** may recover any payments made by **us** on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied

   iii) if **we** would have charged **you** a higher premium for providing the cover **we** will charge **you** the additional premium which **you** must pay in full.

d) Where this policy provides cover for any person other than **you** and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession **we** will not invoke the remedies which might otherwise have been available to **us** under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than **you**.

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

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

10 **You** must tell **us** immediately any **building** or part of any **building** insured by this policy becomes unoccupied and pay an additional premium if required. **We** shall have the right to change the terms and conditions of the policy and **you** must action any risk improvement measures that **we** may require.

11 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.

Claims Conditions

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

   - tell **us** as soon as is reasonably possible and give **us** all the assistance **we** may reasonably require
   - as soon as is reasonably possible, tell the Police if the **damage** is by theft or attempted theft or by riot or civil, labour or political disturbances or vandals or malicious people as well as taking all practical steps to discover the identity of the guilty person or persons and to trace and recover any missing property
   - immediately send to **us** unacknowledged any writ or summons issued against **you**
   - supply, at **your** own expense, full details of the claim in writing including any supporting evidence and information that **we** require within the following periods:

     i) 7 days for **damage** by riot or civil, labour or political disturbances or vandals or malicious people

     ii) 30 days after the expiry of the **maximum indemnity period** under any business interruption section of this policy

     iii) 30 days after any other **damage**, interruption or bodily injury, illness, disease or death
   - take action to minimise the **damage** and to avoid interruption or interference with the **business** and to prevent further injury or **damage**
   - preserve any damaged or defective property which might prove necessary as evidence for examination by **us** or **our** representatives.

2. **We** shall have the right to settle a claim by:

   - the payment of money
   - reinstatement or replacement of the property lost or damaged
   - repair of the property lost or damaged.

   If **we** decide to settle a claim by reinstatement, replacement or repair of property insured by this policy **we** shall do so in a reasonable manner but not necessarily to its exact previous condition or appearance.

   We shall not spend on one item more than its sum insured.

We shall not be responsible for temporary repairs carried out without **our** consent (unless such temporary repairs are carried out under the Expediting Repairs extension to any Contract Works and Plant Insurance section of this policy) or any consequences nor for the cost of any alterations additions improvements or overhauls carried out on the occasion of a repair.

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

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

3. **We** shall have the right to the salvage of any property insured.
4. **You** must not admit, deny, negotiate or settle any claim without **our** written consent.
5. If at the time of the claim there is any other policy covering the same property or occurrences insured by this policy **we** will be liable only for **our** proportionate share. If any such other policy has a provision preventing it from contributing in like manner then **our** share of the claim shall be limited to the proportion that the sum insured bears to the value of the property insured.
6. **We** are entitled to:
    - take the benefit of **your** rights against another person before or after **we** have paid a claim
    - take over the defence or settlement of a claim against **you** by another person.

    We will not take the benefit of **your** rights against any company standing in the relationship of parent to subsidiary or of subsidiary to parent to **you** or any company which is a subsidiary to **your** own parent company (in each case as defined in the Companies Act or Companies (NI) Order current at the time the **damage** occurred or the liability was incurred).
7. **We** have the right to enter the building where the **damage** has happened and to take and keep any of the property insured and deal with salvage in a reasonable manner.
8. If a dispute under a construction **contract** defined in the Housing Grant, Construction and Regeneration Act 1995 is being referred to adjudication under the procedures of the Act and may involve **us** in a payment under this policy, then **you** must:
    - tell **us** immediately **you** become aware of the referral
    - forward to **us** immediately upon receipt all relevant documents in connection with the dispute.

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

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

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

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

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

General Exclusions

This policy does not cover:

1. death, injury, disablement or loss or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
    a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

    b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any **nuclear installation**, **nuclear reactor** or other nuclear assembly or nuclear component thereof

    c) any weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

    d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes

    e) except in so far as is necessary to meet the requirements of the compulsory motor insurance legislation in the country in which the insured event occurs:

    i) war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power

    ii) nationalisation, confiscation, requisition, seizure or destruction by any government or public authority

    f) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

    a) to d) will not apply to any Employers' Liability section except where **you** have undertaken under a contract or agreement either to indemnify another party or to assume the liability of another party in respect of such injury

2 (This exclusion does not apply to any Contract Works and Hired-in Plant Insurance section of this policy)

damage to any electrical plant or appliance caused by its own:

i) over running

ii) short circuiting

iii) excessive pressure

iv) self heating.

This exclusion shall not apply where fire spreads to cause **damage** to other plant or appliances or other property insured.

3 (This exclusion does not apply to any Employers' Liability and Personal Accident section of this policy)

i) loss, destruction or **damage**

ii) consequential loss, additional expenditure or extra expenses

iii) legal liability

iv) other fees, costs disbursements, awards or other expenses

of whatsoever nature

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

a) the way in which any DATA PROCESSING SYSTEM responds to or deals with or fails to respond to or fails to deal with any true calendar date

b) any DATA PROCESSING SYSTEM responding to or dealing in any way with

 i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates

 ii) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such DATA PROCESSING SYSTEM is **your** property or not

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

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

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

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

4 (This exclusion does not apply to any Employers' Liability and Personal Accident section of this policy)

i) DAMAGE to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives date or any part thereof 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.

ii) CONSEQUENTIAL LOSS directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking or Denial of Service Attack.

But this shall not exclude DAMAGE or CONSEQUENTIAL LOSS which results from a Defined Peril (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence)

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

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

"Hacking" shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data whether the property of the Insured or not.

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

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.

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

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 or by contacting the FSCS directly on 0800 678 1100.

Zurich Insurance plc

A public limited company incorporated in Ireland. Registration No. 13460.
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UK Branch registered in England and Wales Registration No. BR7985.
UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

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