



**NEW INDIA  
ASSURANCE**



**POLICY**

**SHOPS &  
RESTAURANTS**



# Shops and Restaurants Policy

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# Introduction

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## Preamble

The proposal and declaration made by you the Insured must be a fair representation of every material circumstance which you know or ought to know for this insurance you have requested from the New India Assurance Company Limited (referred to in the Policy as “the Insurer”) The duty of fair representation is in accordance with the Insurance Act 2015 Chapter 4 Whether an individual or not an Insured ought to know what should reasonably be revealed by a reasonable search of information available to the Insured (whether the search is conducted by making enquiries or by any other means)

In return for the Insured having paid or agreed to pay to the Insurer the premiums for the periods of insurance stated in the Schedule the Insurer undertakes to provide the insurance described in the Policy subject to its terms and conditions

The Policy is effective only whilst the Insured is carrying on the Business described in the Schedule and no other for the purpose of this insurance

On behalf of New India Assurance Company Ltd



Girish Radhakrishnan  
**Chief Executive - UK**

## Important

So that you should not find a claims settlement reduced under Special Provision 3 please remember to advise us if the Seasonal Increase under Special Provision 1 proves insufficient to cover the rise in value of your property

Please examine this policy carefully to ensure you understand its terms and conditions and that it provides the cover you require. Advice on any aspects will be gladly given. Immediate notification should be given of any changes which may affect the insurance provided. Your policy is designed to be flexible to accommodate your changing needs and circumstances. You should also read carefully the Breach of Duty of Fair Representation set out in the General Conditions.

## Caring for our customers

We at New India make every effort to provide a good service to all our policyholders. If on any occasion our service falls below the standard you would expect us to meet your first point of contact should always be your Insurance Adviser or alternatively the Manager of the New India office which issued the policy.

The New India Assurance Company Ltd is a member of the Financial Ombudsman Service. If after following the above procedure, your complaint has not been resolved to your satisfaction you have the right to refer the matter to the Financial Ombudsman at the following address:

**Financial Ombudsman Service  
Exchange Tower  
London E14 9SR**

Referral to the Financial Ombudsman Service does not affect your right to take legal action against the New India Assurance Company Ltd.  
*It will greatly assist us if you quote your policy number in any communication.*

For complaints under Section 13, Legal Expenses please contact ARAG in the following ways:

**Customer Relations,  
ARAG plc,  
9 Whiteladies Road,  
Clifton,  
Bristol BS8 1NN**  
or email [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk)  
**tel: 0117 917 1561**

If the matter is not concluded to **your** satisfaction, **you** may refer it to the Financial Ombudsman Service. They can be contacted at

**Financial Ombudsman Service,  
Exchange Tower,  
London,  
E14 9SR**  
E-mail: [complaints.info@financialombudsman.org.uk](mailto:complaints.info@financialombudsman.org.uk)  
**Tel: 0800 023 4567**

## Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation should we be unable to meet our obligations. You may contact the FSCS on 0800 678 1100 or 020 7741 4100 or further information is available at [www.fscs.org.uk](http://www.fscs.org.uk)

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## **The law applicable to this contract**

The parties to this contract have the right to choose the law that should apply.

New India propose to apply English law except for those customers who at inception of the contract are domiciled:-

i) in Scotland where Scots law will apply

or

ii) in Northern Ireland where the law of Northern Ireland will apply.

In the absence of any written agreement to the contrary, the appropriate law as detailed above will apply.

## **Claims Contact**

In the event of a Legal Expenses claim please contact the legal helpline on 0333 000 7955. In the event of any other claim please contact the New India Assurance Co. Ltd on 0121 231 4055

## **Authorisation and Regulation of the Insurer**

Authorised and regulated by the Insurance Regulatory & Development Authority (IRDA) of India. Authorised by the Prudential Regulation Authority.

Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.

# Helplines

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Helpful advice – it's part of the service!

## Emergency Assistance

Burst pipes blocked drains electrical faults even swarms of bees – when trouble strikes in your property simply telephone the number below for practical advice.

If you wish the Helpline staff will get in touch with the nearest suitable tradesman, confirm the time of arrival and the price and call you back promptly with the details. You will remain responsible for the tradesman's charges for carrying out any work including the call out charge. It will be your decision whether to accept the quotation provided by the tradesman.

The service is provided by ARAG plc and features

- Quick practical advice
- Panel of approved tradesmen
- Agreed call out charges and hourly rates
- Access to leading experts in various trades

## Legal Services provided under this policy

### Business Legal Services

As a benefit of buying a New India policy you now have access to Business Legal Services, a service that provides a revolutionary legal services website resource. Business Legal Services has been designed to meet business needs, allowing unlimited free access to interactive documents such as employment contracts and health and safety documentation.

To access this site, go to :

[www.arag.co.uk/docs](http://www.arag.co.uk/docs)

Once you are on the site click on "Essential Business Legal", then "Not registered yet?". You will then need to enter voucher code X1232K545CA3 to register for the first time. You will then be given your individual sign in details to use in the future.

### Legal & Tax Advice

You also have access to 24 hour advice service in the event of a legal problem and tax advice 9am to 5pm on weekdays except Bank Holidays. We would strongly recommend that you initially take advantage of this confidential service which we provide to you as part of this section; the only cost to you is a standard rate call. The advice covers any business legal or tax matter and you can use this service as often as you like. Your query will be dealt with by a suitably qualified specialist experienced in handling a range of legal and tax related matters.

This service is provided by ARAG. Use of the advice helpline does not constitute reporting of a claim.

### Emergency Assistance and Legal Helplines are available 24 hours a day, 365 days a year

Simply telephone the appropriate number below and quote New India and your policy number

**Emergency Assistance**      0330 303 1823

**Legal and Tax Assistance**    0333 000 7955

# Special Provisions

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## 1 Seasonal Increase

The Sum Insured in respect of stock and goods in trust under Section 1 shall be increased by 25% for the months of November and December and for a period of 30 days preceding Easter Day in each Period of Insurance (unless otherwise stated in the Schedule)

## 2 Reinstatement of the Sum Insured

In the event of a claim for an amount not exceeding £2,000 the Sum Insured shall not be reduced by the amount of the loss destruction or damage In the event of all other claims the Sum Insured shall be reduced by the amount of the loss destruction or damage until the next renewal of the Policy unless the Insurer agrees on payment of an additional premium to reinstatement of the Sum Insured

## 3 Average

If on the happening of loss destruction or damage a Sum Insured under Sections 1, 3, 7, 8, 10 or 11 is less than the value of the property covered including (for Sections 1 and 7) the cost of removal of debris and (for Section 7) architects' and surveyors' fees the amount payable shall be proportionately reduced

## 4 Excess

The Insurer will not be liable for the first £250 of each claim as shown in the Schedule for loss destruction or damage under Sections 1, 2, 4, 7, 10, 11 and 12 together as ascertained after the operation of Special Provision 3 - Average where applicable

# General Definitions

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<b>The Business</b>	- The Insured's business or profession as stated in the Schedule
<b>The Premises</b>	- That part of the premises at the address stated in the Schedule used by the Insured in connection with the Business
<b>Damage</b>	- Loss destruction or damage for the purposes of Sections 1, 3, 4, 7, 8 and 11

# Section 1 – Contents

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## Cover

- 1 The Insurer will indemnify the Insured in respect of Damage to the Contents
  - (a) whilst in the Premises
  - (b) (other than stock and goods in trust for which they are responsible) temporarily removed anywhere within Great Britain Northern Ireland the Channel Islands and the Isle of Manoccurring during the Period of Insurance caused by
  - (i) **Fire explosion lightning**
  - (ii) **Theft** involving entry to or exit from the Premises by forcible and violent means or following assault or violence or threat thereof to the Insured or any member of the Insured's household or the Insured's employees
  - (iii) **Storm or flood** (other than frost subsidence ground heave or landslip)
  - (iv) **Escape of water** from water tanks apparatus or pipes (other than sprinkler installations)
  - (v) **Riot civil commotion** strikers locked-out workers or persons taking part in labour disturbances (other than loss destruction or damage resulting from cessation of work and loss destruction or damage in Northern Ireland)
  - (vi) **Malicious persons** (other than loss destruction or damage in Northern Ireland) other than theft or damage in furtherance of theft
  - (vii) **Aircraft** and other aerial devices or articles dropped from them
  - (viii) **Earthquake**
  - (ix) **Impact** by road or rail vehicles or animals
  - (x) **Escape of oil** from a fixed oil fired heating installation
  - (xi) **Breakage or collapse** of radio or television aerials
  - (xii) **Falling Trees** or parts therefrom
- 2 The Insurer will also indemnify the Insured in respect of
  - (a) damage to the fabric of the Premises (other than outbuildings) arising from theft or attempted theft involving entry or exit by forcible and violent means provided that the Insured is responsible for the repairs
  - (b) accidental damage to underground pipes services and cables provided the Insured is responsible for the repairs
  - (c) the cost of removing debris of the property insured by this Section from the site of the damage or the immediately adjacent area following destruction or damage covered by this Section
  - (d) the costs incurred in the necessary replacement of any locks of the Premises other than locks of any safe following theft of keys to such locks
    - (i) from the Premises or the private residence of the Insured or any employee authorised to hold such keys
    - (ii) involving actual or threatened assault or violence to the Insured or any employee of the Insured or any member of the Insured's family or an employee's familyprovided that the liability of the Insurer shall not exceed £500

## Limits

The amount payable in any one Period of Insurance is limited as follows

- |   |  |  |
|---|--|--|
| 1 | Property (other than stock and goods in trust) temporarily removed | 15% of the Sum Insured on Contents (other than stock and goods in trust) |
| 2 | Computer Systems records   | limit £5,000   |
| 3 | Any one employee's personal effects (including pedal cycles)       | limit £500   |
| 4 | Any other claims   | the corresponding Sums Insured/limits in the Schedule                    |

## Claims Settlements

- 1 Claims for the total loss or destruction of Contents (except stock goods in trust employees' effects and pedal cycles) will be settled on the basis of replacement by property similar to but no better or more extensive than the Contents when new provided that such replacement or reinstatement is actually incurred



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- 2 Claims for damage to Contents (except stock goods in trust employees' effects and pedal cycles) will be settled on the basis of restoration to a condition no better or more extensive than the condition of the Contents when new provided that such replacement or reinstatement is actually incurred
  - 3 Claims for documents manuscripts and business books will be settled on the basis of the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to the Insured of the information contained in them
  - 4 Claims for computer systems records will be settled up to the limit shown on the basis of the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the Insured of the information contained in them
  - 5 Claims for patterns models moulds plans and designs will be settled on the basis of the value of the material together with the cost of labour expended in reinstatement
  - 6 All other claims will be settled on the basis of indemnity and will be subject to adjustment for wear and tear

## Definitions

### Contents

- 1 Tenant's improvements building owner's fixtures and fittings and interior decorations and shop fronts for which the Insured is responsible
- 2 All trade contents belonging to the Insured or for which the Insured is responsible in the Premises including employees' effects and pedal cycles if they are not otherwise insured
- 3 Documents manuscripts and business books
- 4 Computer systems records
- 5 Patterns models moulds plans and designs

## Exceptions

This Section does not cover

- 1 any item for which there is no Sum Insured in the Schedule
- 2 theft from any yard garden open space or outbuilding
- 3 Damage by storm or flood to moveable property in the open
- 4 Damage by storm or flood or escape of water from water tanks apparatus or pipes to stock below the level of the surrounding ground unless on racking at least 150 millimetres above the floor
- 5 deeds bonds promissory notes or Money as defined in Section 4
- 6 Damage or the cost of removing debris arising from pollution or contamination
  - (a) by any event not insured by this Section
  - (b) to property not insured by this Section
- 7 Damage attributable solely to change in the water table level
- 8 the cost of replacing any undamaged or unbroken item or parts of items forming part of a set, suite or other article of uniform nature, colour or design when damage or breakage occurs within a clearly identifiable area or to a specific part and replacements cannot be matched. Where carpeting or office floor covering is damaged beyond repair only the damaged carpet or other floor covering will be replaced and not undamaged carpet or other floor covering in the adjoining rooms, hallway, stairs and/or landing
- 9 Damage by storm or flood to fixed canopies awnings or garden furniture.

## Extensions

### 1 Metered Water

The Insurer will indemnify the Insured in respect of the additional metered water charges incurred by the Insured and arising from escape of water following Damage to the water or heating systems located in or serving the Premises provided that the Insurer has accepted a claim for such Damage to the system under this policy. The amount recoverable under this extension shall not exceed £5,000 in any one period of insurance.

## Section 2 – Glass

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### Cover

The Insurer will indemnify the Insured for

- 1 breakage of fixed glass (the property of the Insured or for which the Insured is responsible) at the Premises and the reasonable cost of any necessary boarding up
- 2 damage to window frames framework fittings and displays resulting from such breakage
- 3 damage to sanitaryware by breakage or fracture of such a nature as to render such article totally unserviceable
- 4 damage to fixed signs at the Premises

occurring during the Period of Insurance

### Exceptions

This Section does not cover

- 1 chipping cracking wear and tear or other deterioration of sanitaryware
- 2 disfiguration or damage other than fracture extending through the entire thickness of the glass
- 3 breakage of the glass during its removal or during work on or alteration to it or its framework beadings or other fittings
- 4 domestic glassware and glassware forming part of the Insured's stock in trade or stained glass
- 5
  - (a) damage to neon tubing unless the glass is fractured
  - (b) loss or damage arising from wear and tear mechanical or electrical breakdown and any process of repair removal or erection of neon signs or any part thereof
  - (c) loss or damage resulting from worn or defective fastenings to neon signs

## Section 3 – Loss of Income

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### Cover

The Insurer will indemnify the Insured for

- 1 (a) loss of Income and  
(b) additional expenditure  
resulting from
    - (i) Damage
      - (a) insured by Sections 1 or 2
      - (b) to the Property (as defined in Section 7) and caused by any of the events itemised under paragraph 1 of Cover in Section 7 and not otherwise excluded
      - (c) to property in the vicinity of the Premises preventing or hindering the use of the Premises or access to them and caused by any of the events itemised under paragraph 1 of Cover in Section 1
      - (d) to the Insured's books of account or other business books or records and the amount payable as indemnity shall not exceed
        - (i) the difference between
          - (a) the loss of Income and
          - (b) the total of the amounts received or traced in respect thereof
        - (ii) the additional expenditure necessarily and reasonably incurred with the previous consent of the Insurer in tracing or establishing the outstanding Income after the loss destruction or damage
    - (ii) (a) any occurrence of a Notifiable Disease at the Premises or attributable to food or drink supplied from the Premises
    - (b) any discovery of an organism at the Premises likely to result in the occurrence of a Notifiable Disease
    - (c) any occurrence of a Notifiable Disease within a radius of 25 miles of the Premises
    - (iii) the discovery of vermin or pests at the Premises which causes restrictions on the use of the Premises on the order or advice of the local authority
    - (iv) any accident causing defects in the drains or other sanitary arrangements at the Premises which causes restrictions on the use of the Premises on the order or advice of the local authority
    - (v) any occurrence of murder or suicide at the Premises
    - (vi) accidental failure of the public supply of
      - (a) electricity
      - (b) gas
      - (c) water
      - (d) public telephone communication systemat the terminal ends of the public supply undertakings service feeders at the Premises not occasioned by the deliberate act of any supply authority or by the exercise of any such authority of its power to withhold or restrict supply excluding any failure which does not involve a total cessation of supply for at least 30 consecutive minutes in respect of electricity, water or gas and 12 hours in respect of public telephone communication systems
- occurring during the Period of Insurance and the amount payable as indemnity shall be
- (a) the shortfall between the Income received during the Indemnity Period and the Income which would have been received but for the Damage
  - (b) the additional expenditure necessarily and reasonably incurred to avoid such a shortfall but only to the extent of the shortfall thereby avoided
- less any sum saved during the Indemnity Period on business expenses or charges which cease or reduce as a result of the Damage
- If during the Indemnity Period the Insured or others acting on the Insured's behalf sells goods or performs services away from the Premises for the benefit of the Business any money paid or payable for such sales or services shall be taken into account in arriving at the Income during the Indemnity Period

## Section 3 continued

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- 2 the reasonable charges payable by the Insured to their professional accountants for producing any particulars in the Insured's books of account or other business books or documents or any other information required by the Insurer under the terms of General Condition 5(d) and for reporting that such particulars are in accordance with the Insured's books of account or other business books or documents

### Limits

The amount payable in any one Period of Insurance shall not exceed the Sum Insured stated under Section 3 in the Schedule

To the extent that the Insured is accountable to the tax authorities for value added tax all terms in this Section shall be exclusive of such tax

### Definitions

#### Income

The money paid or payable to the Insured for goods sold and delivered (less the net purchase price of such goods) and for services rendered in the course of the Business at the Premises

#### Notifiable Disease

Illness sustained by any person resulting from

- (i) poisoning by food or drink
- or
- (ii) any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition) an outbreak of which the local authority has stipulated shall be notified to them

#### Indemnity Period

- (a) in respect of 1(i) of Cover

The period beginning with the occurrence of the loss destruction damage or event and lasting no longer than the Maximum Indemnity Period stated in the Schedule during which the results of the Business shall be affected by the loss or damage

- (b) in respect of 1(ii), (iii), (iv) and (v) of Cover

The period beginning with the occurrence or discovery of the incident or the date from which the restrictions on the Premises are applied and lasting no longer than three months thereafter during which the results of the Business shall be affected as a result of the incident or restrictions

- (c) in respect of 1(vi) of Cover

The period beginning with the occurrence or discovery of the incident or the date from which the restrictions on the Premises are applied and lasting no longer than 30 days thereafter during which the results of the Business shall be affected as a result of the incident or restriction

### Exceptions

This Section does not cover

- 1 any loss arising under Cover 1(i)(a) unless a payment is made or liability admitted by the Insurer under Sections 1 or 2
- 2 any loss arising under Cover 1(i)(b) unless a payment is made or liability is admitted by the Insurer under a material damage insurance covering the Insured's interest in the Property (as defined in Section 7)
- 3 in respect of 1(ii), (iii), (iv), (v) and (vi) of Cover
  - (i) any costs incurred in the cleaning repair replacement recall or checking of Contents (as defined in Section 1) or Property (as defined in Section 7)
  - (ii) any loss arising from Premises which have not been directly subject to an incident referred to in 1(ii), (iii), (iv), (v) and (vi) of Cover
- 4 in respect of 1(i) of Cover loss resulting from pollution or contamination except loss resulting from pollution or contamination at the Premises caused by Damage as defined in paragraph 1(i)
- 5 loss attributable solely to change in the water table level

# Section 4 – Money

## Cover

The Insurer will indemnify the Insured for

- 1 loss of Money
  - (a) in the Premises
  - (b) in transit
  - (c) at any of the Insured's sites of contract during business hours
  - (d) in bank night safes until removed by a bank official
  - (e) in the private residences of the Insured and the Insured's employees anywhere in Great Britain Northern Ireland the Channel Islands and the Isle of Man
- 2 Damage to any safe in the Premises arising from any attempt to steal Money from it
- 3 Damage to money belts waistcoats cash-carrying cases and similar cash-carrying devices designed for the safe carriage of Money arising out of theft or attempted theft

occurring during the Period of Insurance

## Limits

The liability of the Insurer for one or more occurrences arising directly or indirectly from one source or original cause is limited as follows

- 1 Money in the private residence of the Insured or any authorised employee of the Insured .....
- 2 Crossed cheques crossed giro cheques crossed bankers' drafts crossed giro drafts crossed money orders crossed postal orders stamp franking machine unused units stamped National Insurance cards National Savings certificates premium bonds credit card sales vouchers and VAT purchase invoices .....
- 3 Money (other than Money described in 2 above) in the Premises when closed for business
  - (a) contained in locked safe(s) .....
  - (b) not contained in locked safe(s) .....
- 4 Any other loss of Money .....

} The corresponding limits in the Schedule under Section 4 Money

## Special Condition

It is a condition precedent to liability that

- 1 whenever the Premises are closed for Business all the keys and records of combination code(s) of the safe(s) be removed from the Premises except while the Insured or an authorised employee is actually therein
- 2 if the person(s) holding the keys and records of combination code(s) resides in a residence adjoining or communicating with the Premises the keys and records of combination code(s) be removed from the residence whenever such residence is left unattended
- 3 all Money exceeding £500 in any private residence of the Insured or any authorised employee of the Insured be contained in locked safe(s) and further the key(s) or record(s) of combination code(s) to such safe(s) be
  - (a) kept on the person of the Insured or an authorised employee of the Insured or
  - (b) kept in a room in the private residence(s) in which the Insured or an authorised employee is actually present at all times whilst the key(s) or record(s) of combination code(s) are therein or
  - (c) removed from the private residence(s)
- 4 where Money in excess of £2,500 is in transit it shall be escorted as undernoted:

Amount in Transit	Minimum Escort
Up to £5,000	2 Able bodied persons

## Section 4 continued

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Over £5,000 up to £10,000 3 Able bodied persons

Over £10,000 Specialist Security Company

Notwithstanding the above the maximum limit in respect of Money in transit shall be stated by Item 4

### Definition

#### Money

Current coin bank notes currency notes cheques giro cheques travellers' cheques bankers' drafts giro drafts bills of exchange money orders postal orders current postage stamps stamp franking machine unused units revenue stamps National Insurance stamps (whether affixed to cards or otherwise) National Savings certificates premium bonds holiday with pay stamps Luncheon Vouchers trading stamps consumer redemption vouchers gift tokens credit card sales vouchers VAT purchase invoices securities for money authenticated travellers' tickets machine tokens and telephone charge cards

### Exceptions

This Section does not cover

- 1 loss due to the fraud or dishonesty of any employee of the Insured unless the loss is discovered within seven days of its occurrence
- 2 shortage due to errors or omissions in receipts payments or accountancy
- 3 interruption of the Business or any other consequential loss

# Section 5 – Assault

## Cover

The Insurer will under 1 described below indemnify the Insured up to the limit stated and under 2 described below pay to the Insured the relevant benefits if during the Period of Insurance an Insured Person in the course and arising out of the Business and as a direct result of assault or violence or threat thereof

- 1 sustains loss of or damage to clothing and personal effects - up to .....
- 2 sustains bodily injury resulting directly and independently of any other cause within two years in
  - (a) death .....
  - (b) loss of one or more limbs and/or sight of one or both eyes .....
  - (c) permanent total disablement from attending to any and every occupation .....
  - (d) temporary total disablement from attending to the whole of his/her usual occupation - during such disablement at the rate per week of .....

Benefit

The corresponding limits in the Schedule under Section 5 Assault

provided that

- 1 benefit shall not be payable
  - (i) under more than one of 2(a) 2(b) or 2(c)
  - (ii) under 2(c) until the expiry of two years from the date of disablement
  - (iii) under 2(d) for any disablement for which benefit is payable under 2(a) or 2(b) except in respect of the period prior to benefit becoming payable under 2(a) or 2(b)
  - (iv) under 2(d) for more than two years from the date of disablement
- 2 in connection with any claim under 2 above an Insured Person shall if required submit him/herself to medical examination at the expense of the Insurer

## Special Provision

### Assignment

The benefits payable under this Section are not assignable Payment of any benefit shall be made only to the Insured unless the Insured shall request that the payment be made direct to an Insured Person in either event his/her receipt shall be a discharge to the Insurer This option shall apply to the weekly benefit only

## Definitions

### Insured Person

The Insured person or any director partner or employee of the Insured aged up to 70 years

### Loss of Limb

Loss by permanent severance of an entire hand or foot or the total and permanent loss of use of an entire hand or foot

### Loss of Sight

Total and irrecoverable loss of sight

### Permanent Total Disablement

Permanent and total disablement from engaging in or giving attention to profession or occupation of any kind

### Temporary Total Disablement

Disablement from engaging in or giving attention to the whole of the Insured Person's usual occupation

## Section 6 – Liability to Others

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### Cover

The Insurer will indemnify the Insured for all sums which the Insured becomes legally liable to pay as damages in respect of

- (a) bodily injury (including death disease or wrongful arrest) to any person except bodily injury sustained by an Employee arising out of and in the course of the Employee's employment or engagement by the Insured
- (b) loss of or damage to property
- (c) trespass nuisance or any interference with any right of way light air or water

occurring

- (i) within Great Britain Northern Ireland the Channel Islands and the Isle of Man
- (ii) elsewhere in the world in connection with visits by Employees normally resident in and travelling from the territories mentioned in (i)

during the Period of Insurance in connection with the Business which for the purposes of this Section shall not include manual work away from the Premises other than the collection or delivery of Products

The indemnity provided above shall include an indemnity against liability arising from defective work carried out by or on behalf of the Insured to any premises within Great Britain Northern Ireland the Channel Islands and the Isle of Man disposed of by the Insured prior to the occurrence of the bodily injury or damage to property giving rise to liability

- (d) bodily injury (including death or disease) sustained by an Employee arising out of and in the course of the Employee's employment or engagement by the Insured and caused
  - (i) within Great Britain Northern Ireland the Channel Islands and the Isle of Man
  - (ii) elsewhere in the world in respect of Employees normally resident in and travelling from the territories mentioned in (i)

during the period of insurance

The Insurer will also pay Legal Costs and Solicitor's Fees

The indemnity granted by paragraph (d) above is deemed to be in accordance with the provisions of any legislation relating to the compulsory insurance of liability to Employees in Great Britain (and Northern Ireland the Isle of Man and the Channel Islands insofar as this clause applies to those territories) but the Insured shall repay to the Insurer all sums paid by the Insurer which the Insurer would not have been liable to pay but for the provisions of such legislation

The indemnity provided will only apply to actions brought in a Court of Law in Great Britain Northern Ireland the Channel Islands or the Isle of Man

### Limits

- 1 (not applicable to Cover (d) above)

The liability of the Insurer for all damages payable shall not exceed the amount stated in the Schedule

- (a) in the aggregate in respect of all bodily injury loss of or damage to property happening in any one Period of Insurance and caused by the Products
- (b) in respect of one occurrence or series of occurrences consequent on one original cause in respect of all other bodily injury loss or damage

- 2 (Applicable to Cover (d) only)

The liability of the Insurer for all damages costs fees and expenses shall be £10,000,000 in respect of any one claim or series of claims against the Insured arising out of one occurrence other than as set out below

The liability of the Insurer for all damages costs fees and expenses shall be £5,000,000 in respect of any one claim or series of claims against the Insured arising out of one occurrence arising out of an act of Terrorism



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## Definitions

### Employee

- 1 any person under a contract of service or apprenticeship with
  - (a) the Insured
  - (b) any other party and who is borrowed by or hired to the Insured
- 2 any self-employed person working for the Insured
- 3 any student provided by a local Education Authority within the terms of a Work Experience Programme Agreement
- 4 any trainee provided by the Manpower Services Commission or any other Central or Local Government body under the terms of a Work Experience Agreement

### Genetically Modified Organisms

Genetically Modified Organisms (“GMOs”) shall mean and include organisms or micro-organisms or cells or the organisms or micro-organisms cells or cell organelles from which they have been derived which have been subject to a genetic engineering process which resulted in their genetic change

They shall also mean and include every biological or molecular unit with self replication potential or biological or molecular unit with self replication potential from which they have been derived which has been subject to a genetic engineering process which resulted in its genetic change

In the event that the definition of GMO under the applicable laws and/or official regulations relating to genetic engineering or modification in any State territory or jurisdiction in which a claim is made is wider than the foregoing then such wider definition shall be incorporated into this definition in addition to the foregoing

The term **Insured** shall include

- 1 any director partner or Employee of the insured in respect of liability for which the Insured would have been entitled to claim under this insurance if the claim had been made against the Insured
- 2 any officer or member of the Insureds catering social sports or welfare organisations first aid services or ambulance services in his respective capacity as such

### Legal Costs

The legal costs and expenses recoverable by any claimant and all costs and expenses incurred with the written consent of the Insurer

The Insurer will also indemnify the Insured and at the request of the Insured any director or Employee of the Insured in respect of legal fees and expenses incurred with the written consent of the Insurer and any prosecution costs awarded against such person in respect of

1. the defence of any criminal proceedings brought against the Insured director or Employee for an alleged offence occurring during the Period of Insurance under the Health and Safety at Work etc. Act 1974 (the Act) and other safety legislation arising from the Business relating to matters affecting the health and welfare of persons other than Employees of the Insured and matters affecting the safety health and welfare of Employees of the Insured.
2. an appeal against a conviction arising from such proceedings
3. the defence of any criminal proceedings brought or an appeal against conviction arising from such proceedings in respect of a charge of manslaughter arising in connection with any matter which may be the subject of indemnity under this Section

provided always that

- (a) the Insurer shall not be liable for the payment of fines or penalties
- (b) such director or Employee shall comply with the terms of this policy

### Solicitor’s Fees

The solicitor’s fees incurred with the written consent of the Insurer for representation of the Insured at

- 1 any coroners inquest or fatal inquiry arising from any death
- 2 proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of a statutory duty resulting in bodily injury or loss of or damage to property

which may be the subject of a claim under this Section

### Products

All products pertaining to the Business sold or supplied from or repaired altered or treated in the Premises in connection with the Business and including containers parts components accessories and materials of such products

### Terrorism

Means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear

### Exceptions

(not applicable to Cover (d) above)

This Section does not cover liability

1 arising from

- (a) loss of or damage to property belonging to or in the custody or control of the Insured or any Employee other than personal effects (including vehicles) of directors visitors or Employees

This Exception shall not apply to loss of or damage to the Premises provided that they are leased or rented by and not owned by the Insured and provided that the liability does not arise solely under the terms of a lease or rental agreement

The Insured shall be responsible for the first £100 of each claim for damage to the Premises whilst leased or rented unless caused by fire or explosion

- (b)
  - (i) libel or slander
  - (ii) infringement of plans copyright patent trade name trademark or registered design
  - (iii) any breach of professional duty or fault error or omission in any advice instruction information design plan formula computer programme or specification
- (c) bodily injury loss or damage deliberately caused by or on the instructions of the Insured or an Employee whilst engaged in supervisory duties unless caused by wilful misconduct of such Employee
- (d) the ownership possession or use of any
  - (i) aircraft or watercraft except non power driven craft used on inland waterways
  - (ii) mechanically propelled vehicle but (unless an indemnity is granted by another insurance) this Exception shall not apply to
    - (a) the loading or unloading of any mechanically propelled vehicle
    - (b) the use of Employees' own vehicles on the Insured's Business and which without the knowledge of the Insured do not have private motor insurance in force including cover for incidental business useThe Insured must take all reasonable steps to check that motor insurance cover is in force for any Employee using his/her vehicle on the Insured's Business
- (e) bodily injury loss or damage arising directly or indirectly from
  - (i) products sold supplied repaired altered or treated by the Insured on terms less favourable to the Insured than the ordinary process of law governing their sale supply repair alteration or treatmentThis exception shall not apply to liability that would have attached in the absence of such terms
  - (ii) the use of any drug chemical medicine or other preparation or the sale or supply of these preparations which are
    - (a) sold or supplied solely under a prescription from a medical practitioner
    - (b) not manufactured by the Insured
  - (iii) the sale or supply of animal (including fish and bird) feeding compounds or ingredients used therein fertilisers insecticides pesticides fungicides fumigants seeds or similar commodities

- 2 (a) in respect of loss or damage to the Products  
 (b) to make any refund of the payment received for the Products  
 (c) for the cost of recall repair alteration or replacement of the Products
- 3 in respect of bodily injury or loss of or damage to property arising from pollution or contamination unless due to a sudden identifiable unintended and unexpected event 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 event shall be deemed to have occurred at the time such event takes place  
 The liability of the Insurer for damages payable in respect of all claims arising out of pollution or contamination which is deemed to have occurred in any one Period of Insurance shall not exceed the Limit of Indemnity specified in the Schedule in the Period of Insurance
- 4 arising directly or indirectly from an act of Terrorism
- 5 directly or indirectly caused by or arising from physical or sexual abuse or molestation
- 6 arising from or in connection with or directly or indirectly caused by asbestos or any materials containing asbestos in whatever form or quantity
- 7 directly or indirectly caused by non-ionic radiation including but not limited to Electro Magnetic Fields and/or Electro Magnetic Interference
- 8 directly or indirectly caused by Genetically Modified Organisms (“GMOs”)
- 9 directly or indirectly caused by transmissible spongiform encephalopathy (TSE) including but not limited to bovine spongiform encephalopathy (BSE) or new variant Creutzfeld-Jakob disease (vCJD)
- (Only applicable to cover (d))
- 10 The Insurer will not indemnify the Insured against liability for bodily injury sustained by any Employee when the Employee is  
 (i) carried in or upon a vehicle or  
 (ii) entering or getting on to or alighting from a vehicle  
 where such bodily injury is caused by or arises out of the use by the Insured of a vehicle on the road  
 For the purpose of this exception the term “road” and “vehicle” have the same meaning as in the Road Traffic Act 1988 or similar legislation
- 11 The Insurer will not indemnify the Insured against liability arising directly or indirectly in connection with work on offshore platforms rigs or other such installations including travel to and from the mainland and between such installations

## Extensions

### Compensation for Court Attendance Costs

In the event of any director partner or Employee of the Insured attending court as a witness at the request of the Insurer in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Insurer will provide compensation to the Insured at the following rates for each day on which attendance is required

- (a) any director or partner      £500 per day  
 (b) any Employee                      £250 per day

### Consumer Protection Act 1987 Legal Costs

The Insurer will subject to the terms, conditions and exceptions of this Policy indemnify the Insured and at the request of the Insured any director or employee of the Insured in respect of legal costs and expenses incurred with the written consent of the Insurer in respect of

- (a) any criminal proceeding brought against the Insured, director or Employee of the Insured in respect of an alleged offence occurring during the period of insurance under Part II of the Consumer Protection Act 1987  
 (b) any appeal against a conviction arising from such proceeding

Provided always that such director or Employee shall comply with the terms of this Policy

## Section 6 continued

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The Insurer shall not be liable for

- (i) the payment of fines and penalties
- (ii) proceedings consequent upon any deliberate act or omission

### **Data Protection Act 1998**

The Insurer will subject to the terms, conditions and exceptions of this Policy indemnify the Insured (and at the request of the Insured any director or Employee of the Insured) against all sums which the Insured becomes legally liable to pay in respect of

1. compensation for damage or distress under the Data Protection Act 1998 including defence costs and expenses
2. defence costs relating to a prosecution brought under that Act

in relation to a claim made by any person

Provided that

- (a) a claim is first made against the Insured during the Period of Insurance
- (b) the Insured have registered in accordance with the terms of the Act
- (c) this extension excludes any indemnity in respect of
  - (i) the payment of fines or penalties
  - (ii) the cost of replacing re-instating rectifying or erasing any personal data
  - (iii) liability caused by or arising from a deliberate or intentional act by or omission of the Insured or any other party entitled to an indemnity by this insurance the effect of which will knowingly result in liability under the Data Protection Act 1998
  - (iv) claims which arise out of circumstances notified to previous insurers or are known to the Insured at inception of this insurance
  - (v) liability for which indemnity is provided under any other insurance
- (d) the Insurer shall not be liable for 10% of each and every claim subject to a minimum contribution of £250 each and every claim
- (e) the Insurer's liability in respect of any one claim and in the aggregate during any one Period of Insurance shall not exceed the Limit of Indemnity

### **Indemnity to Principal**

The Insurer will also indemnify in accordance with the terms of this section any principal for whom the Insured is carrying out a contract away from the Insured's own premises but only to the extent required by such contract

## Section 7 – Buildings

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Only operative if indicated in the Schedule

### Cover

The Insurer will indemnify the Insured for

- 1 Damage to the Property occurring during the Period of Insurance by
  - (i) **Fire explosion lightning**
  - (ii) **Storm or flood** (other than frost subsidence ground heave or landslip)
  - (iii) **Escape of water** from water tanks apparatus or pipes (other than sprinkler installations)
  - (iv) **Riot civil commotion** strikers locked-out workers or persons taking part in labour disturbances (other than loss or damage resulting from cessation of work and loss or damage in Northern Ireland)
  - (v) **Malicious persons** (other than loss or damage in Northern Ireland) other than theft or damage in furtherance of theft
  - (vi) **Aircraft** and other aerial devices or articles dropped from them
  - (vii) **Earthquake**
  - (viii) **Impact** by road or rail vehicles or animals
  - (ix) **Escape of oil** from a fixed oil fired heating installation
  - (x) **Breakage or collapse** of radio or television aerials
  - (xi) **Falling Trees** or parts therefrom
- 2
  - (a) the cost of removal of debris dismantling and/or demolishing shoring up or propping of portions of the Property
  - (b) architects' and surveyors' fees necessarily incurred in the reinstatement of the Property (but not exceeding the scale of fees authorised by the respective professional institutes)
  - (c) the additional cost of reinstatement of the Property necessarily incurred to comply with Statutory Building Regulations or Municipal or Local Authority bye-laws consequent on loss destruction or damage covered under this Section

### Limit

The amount payable in any one Period of Insurance shall not exceed the Sum Insured stated under Section 7 in the Schedule

### Claims Settlements

Claims will be settled on the basis of rebuilding or replacement of destroyed Property or the repair or restoration of the damaged portion of the Property in each case in a condition equal to but not better or more extensive than its condition when new

provided that

- 1 the Property is maintained in good repair
- 2 no payment beyond the amount which would have been payable under the Policy if this provision had not been incorporated therein shall be made until the cost of reinstatement has actually been incurred
- 3 in the event of damage if 85% of the cost of reinstatement of the whole of the Property exceeds the Sum Insured on that Property at the commencement of the damage the amount payable by the Insurer will be proportionately reduced

## Definitions

### Property

The building at the Premises and outbuildings walls gates and fences including building owner's fixtures and fittings

## Exceptions

This Section does not cover

- 1 Damage by explosion of a boiler or other plant designed to operate under steam pressure and belonging to or under the control of the Insured (but this Exception shall not apply to domestic boilers nor to loss or damage by fire resulting from explosion)
- 2 Damage by storm or flood to fixed canopies awnings gates and fences
- 3 Damage or the cost of removing debris arising from pollution or contamination
  - (a) by any event not insured by this Section
  - (b) to property not insured by this Section
- 4 Damage attributable solely to change in the water table level
- 5 the cost of replacing any undamaged or unbroken item or parts of items forming part of a set, suite or other article of uniform nature, colour or design when damage or breakage occurs within a clearly identifiable area or to a specific part and replacements cannot be matched.

## Extensions

### 1 Trace and Access

This Section is extended to include the costs and expenses incurred in locating the source of Damage to the Property caused by escape of water from any fixed water or oil piping including repairs to walls floors or ceilings for an amount not exceeding £5,000 any one claim

## Section 8 – Deterioration of Stock

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Only operative if indicated in the Schedule

### Cover

The Insurer will indemnify the Insured for Damage to products in the cold chamber of the Plant by deterioration or putrefaction caused by

- 1 rise or fall in temperature resulting from
  - (a) Breakdown of the Plant or non-operation (from any inherent cause) of any thermostatic device controlling the Plant or failure of the wiring between the starting switch or plug and the driving motor
  - (b) sudden and unforeseen damage (other than breakdown) to the Plant that in the opinion of the Insurer necessitates immediate repair or replacement
  - (c) accidental failure of the public supply of electricity
- 2 action of refrigerant fumes which have escaped from the Plant

occurring during the Period of Insurance

provided that a maintenance contract with a refrigeration engineer shall be kept in force for each item of Plant unless the Plant is a sealed unit

### Limit

The amount payable in any one Period of Insurance shall not exceed the Sum Insured stated under Section 8 in the Schedule

### Definitions

#### Plant

All electrical or metal mechanical parts integral to any refrigerator or deep freeze unit contained in the Premises including in the case of electrically driven plant the individual starter and the wiring between the motor and starter

#### Breakdown

The breaking or burning out of any part of the Plant while in use arising from either mechanical or electrical defects or pressures within the Plant causing sudden stoppage of the Plant and necessitating repair or replacement before it can resume working

### Condition

#### Refrigerating Plant

It is a condition precedent to any liability of the Insurer under this Section of the Policy for loss or damage by deterioration or putrefaction of stock in any cold chamber that where the motor and compressor are not hermetically sealed each of the following requirements is complied with throughout each period of insurance

- (a) a contract is kept in force with a competent refrigeration engineer providing for inspection and maintenance of the refrigerating plant at a frequency of not less than twice a year
- (b) a proper record is kept of all examinations adjustments and replacements carried out

### Exceptions

This Section does not cover

- 1 loss destruction or damage caused by
  - (a) wear and tear or other gradually developing cause
  - (b) a deliberate act by the Supply Authority or the exercise by any such Authority of its power to withhold or restrict the supply of electricity
  - (c) strikes lock-out riot or civil commotion
- 2 consequential loss incurred by the Insured

## Section 9 – Loss of Licence

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Only operative if indicated in the Schedule

### Cover

The Insurer will indemnify the Insured for

- 1 loss sustained in respect of depreciation in the value of the Insured's interest in the Premises or the Business
- 2 costs and expenses incurred by the Insured with the written consent of the Insurer for any subsequent appeal arising from
  - (a) the Licence being revoked suspended or forfeited under the provisions of the appropriate legislation governing such licences
  - (b) renewal of the Licence being refused after due application for such renewal to the appropriate authority

at any time during the Period of Insurance provided that the revocation suspension forfeiture or refused renewal is for reasons beyond the control of the Insured

### Limit

The amount payable in any one Period of Insurance for Cover 1 above shall not exceed the Sum Insured stated under Section 9 in the Schedule

### Special Condition

- 1 The Insured shall on becoming aware of any
  - (a) complaint against the Premises or its control
  - (b) proceedings against or conviction of the Licenceholder Manager Tenant or Occupier of the Premises for any breach of the licensing legislation or any matter whatsoever whereby the character or reputation of the person concerned is affected or called in question with respect to his/her honesty moral standing or sobriety
  - (c) change in the tenancy or management of the Premises
  - (d) transfer or proposed transfer of the Licence
  - (e) alteration in the purpose for which the Premises are used
  - (f) objection to renewal or other circumstances which may endanger the Licence or its renewal

as soon as possible give notice in writing to, New India Assurance Company Ltd, 3rd Floor, Crown House, Crown Street, Ipswich IP1 3HS and supply such additional information and give such assistance as the Insurer may reasonably require

### Definition

#### Licence

The licence granted in respect of the Premises for the retail sale of excisable liquors

### Exceptions

- 1 This Section does not cover loss or costs and expenses where the refused renewal revocation suspension or forfeiture of the Licence arises directly or indirectly from
  - (a) any compulsory purchase order or improvement or redevelopment of the area by the Local Authority
  - (b) any alteration of the legislation affecting the grant surrender refusal to renew suspension or forfeiture of Licences
- 2 The Insurer shall not be liable for any claim arising from the refused renewal of a Licence if the Insured is entitled to obtain compensation under the provisions of any legislation



# Section 10 – Business Machines

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Only operative if indicated in the Schedule

## Cover

The Insurer will indemnify the Insured for loss or damage to the Business Machines or any part thereof

- (a) whilst within Premises
- (b) whilst temporarily removed anywhere within Great Britain Northern Ireland and the Channel Islands and the Isle of Man

occurring during the Period of Insurance

## Limits

The amount payable in any one Period of Insurance shall not exceed the Sum Insured stated under Section 10 in the Schedule

## Definitions

### Business machines

All business machines the property of the Insured or for which the Insured is responsible.

## Exceptions

This section does not cover

1. Loss destruction or damage caused by
  - (a) scratching, denting, wear and tear or other gradually developing cause
  - (b) any process of cleaning, repairing or restoring, or by the action of light
  - (c) any inherent defect
  - (d) atmospheric or climatic conditions
  - (e) electrical or mechanical breakdown
2. Loss destruction or damage caused by theft or attempted theft
  - (a) not following a hold-up accompanied by violence or threat of violence at the Premises
  - (b) not involving entry to or exit from the Premises by forcible and violent means
3. Loss destruction or damage by theft from any outbuildings not communicating with the main Building
4. Loss or damage to machines in the open
5. Loss or damage to production machinery and items requiring statutory inspection and, unless specially mentioned, gaming machines, juke boxes vending and beverage machines and computer systems records and programs

# Section 11 – Goods in Transit

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Only operative if indicated in the Schedule

## Cover

The Insurer will indemnify the Insured for Damage to the Property occurring during the Period of Insurance and within Great Britain Northern Ireland the Channel Islands and the Isle of Man whilst the Property is in transit or being loaded onto or unloaded from any Vehicle

## Limits

The amount payable in respect of any one Vehicle during any one Period of Insurance shall not exceed the Sum Insured stated under Section 11 in the Schedule

## Special Conditions

### Precautions

The Insured shall maintain use and keep in thorough working order all the protections on the Vehicle

### Never Left Unattended Condition

It is a condition precedent to liability that whenever the Sum Insured in a Vehicle exceeds £1,000 in value the said Vehicle shall never be left unattended For the purpose of this condition in order not to be unattended the Vehicle must have been kept under observation so that there was someone able to observe any attempt to interfere with it and able to prevent any unauthorised interference

## Definitions

### Property

Goods incidental to the Business the property of the Insured or for which the Insured is responsible

### Vehicle

Any mechanically propelled vehicle in the custody or control of the Insured (including any attended trailer)

## Exceptions

This Section does not cover

- 1 Damage to Property in a Vehicle when left unattended from the last business transit of the day until collected by the driver
- 2 Damage to money as defined in Section 4 jewellery watches gold platinum and silver articles precious stones and furs
- 3 Damage caused by or resulting from
  - (a) theft of Property left in an unattended Vehicle unless the Vehicle has all its points of access closed and secured by all its locks and other protections and all the keys are removed from it and retained by the driver
  - (b) theft of or water damage to Property when not in a closed Vehicle owned or operated by the Insured
  - (c) inherent defect or vice deterioration contamination mildew or vermin
  - (d) depreciation in value delay loss of market or other consequential loss
  - (e) the fraud or dishonesty of any employee of the Insured unless the loss is discovered within seven days of its occurrence
  - (f) wear and tear or any gradually operating cause

# Section 12 – Theft by Employees

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Only operative if indicated in the Schedule

## Cover

The Insurer will indemnify the Insured for

1 direct loss of Money or Property belonging to the Insured or for which the Insured is responsible resulting directly from an act of fraud or dishonesty committed by an Employee whilst working at the Premises in the course of the Business and occurring during the Period of Insurance

provided that

- (a) such loss is discovered not more than twenty-four months following
    - (i) the termination of the employment of the Employee
    - or
    - (ii) the cancellation of this Sectionwhichever occurs first
  - (b) immediately following the discovery of an act of fraud or dishonesty committed by any of the Employees the Insurer shall not be liable for any losses arising from further acts of fraud or dishonesty by the Employee or Employees
- 2 auditors' fees necessarily incurred with the consent of the Insurer in establishing the amount of the loss referred to in (1) above

## Limit

The total liability of the Insurer under this Section including liability for auditor's fees shall not exceed the amount stated in the Schedule for Section 12 in respect of

- 1 all losses attributable to acts of fraud or dishonesty committed by any one Employee (or with other Employees acting in collusion) during the currency of this Section
- and
- 2 the aggregate of all losses occurring during any one Period of Insurance Furthermore the Limit of Liability shall not be accumulated or increased by reason of this Section or any insurance issued in substitution for it being continued in force for more than one Period of Insurance

## Special Conditions

### Claims

- 1 Notice in writing must be given to the Insurer by the Insured within 14 days after discovery of any act of fraud or dishonesty by any of the Employees or any reasonable cause for suspicion thereof or of any circumstances which may give rise to a claim under this Section
- 2 In the event of any loss covered by this Section exceeding the Limit referred to above the Insured shall be entitled to all recoveries to the extent of the Insured's uninsured loss excluding the actual cost of effecting such recovery The balance of any such recovery shall be the property of the Insurer

### Recoveries

Any recoveries effected by the Insured shall be applied in the following order

- 1 in reduction of the loss suffered by the Insured which would have been covered by this Policy but for the application of the Limit of Liability
- 2 in reduction of the loss suffered by the Insurer
- 3 in reduction of the loss suffered by the Insured in respect of the amount shown in Exception 1 of this Section

### References

It is a condition precedent to liability that the Insured obtains satisfactory written references direct from former employers covering an unbroken period of two years immediately preceding the engagement of all employees

## **Definitions**

### **Employee**

For the purpose of this Section Employee shall mean any person working under a contract of service or apprenticeship with the Insured who is remunerated for such services wholly or mainly by salary or wages

### **Money**

As defined in Section 4

### **Property**

The Contents as defined in Section 1

## **Exceptions**

This Section does not cover

- 1 loss of interest interruption of the Business or any other consequential loss of any kind

# Section 13 – Legal Expenses

Only operative if indicated in the Schedule

This section is provided by ARAG plc under a binding agreement with AmTrust Europe Limited. ARAG plc is authorised and regulated by the Financial Conduct Authority under registration number 452369. ARAG plc is authorised to administer this insurance on behalf of the insurer AmTrust Europe Limited. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority under registration number 202189. This can be checked by visiting the FCA website at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768 (Freephone) or 0300 500 8082

## Definitions

### We/Us/Our

ARAG plc who are authorised under a binding authority agreement to administer this insurance on behalf of the Insurer of this section, AmTrust Europe Limited

### Insured

The person, company or companies named in the Schedule

### Insured Director

A director or officer of the Insured declared to Us

### Employee

Directors, partners, managers, officers and employees of the Insured

### Appointed Advisor

The solicitor, accountant, or other advisor appointed by Us to act on behalf of the Insured under the terms of this section.

### Conditional Fee Agreement

The separate agreement between the Insured and the Appointed Advisor for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of sections 58, 58A, Courts and Legal Services Act 1990 (as substituted and inserted by section 27, Access to Justice Act 1999), the format and contents of which have been agreed to by Us before it is entered into.

### Collective Conditional Fee Agreement

The separate agreement between the Appointed Advisor and Us for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of sections 58, 58A, Courts and Legal Services Act 1990 (as substituted and inserted by section 27, Access to Justice Act 1999) which does not refer to specific proceedings but which provides for the Appointed Advisor's fees and expenses to be payable on a common basis.

### Insurer

AmTrust Europe Limited

### Legal Costs & Expenses

- 1) In respect of all Insured Events other than as provided for in 2) & 3) below
  - a) Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the Appointed Advisor on the Standard Basis and agreed in advance by Us
  - b) Reasonable accountancy fees, disbursements and other costs reasonably incurred by the Appointed Advisor and agreed in advance by Us
  - c) Other side's costs incurred in civil claims where the Insured has been ordered to pay them or pays them with Our agreement
- 2) In respect of Contract & Debt Recovery where the claim is brought within England & Wales and falls outside the jurisdiction of the Small Claims Court reasonable legal costs reasonably and proportionately incurred by the Appointed Advisor on the Standard Basis and agreed in advance by Us
- 3) Loss of earnings incurred under Compliance & Regulation

### Limit of Indemnity

The maximum Legal Costs & Expenses and Compensation Awards payable by the Insurer in respect of all claims related by time or original cause as stated in the schedule. In respect of Compensation Awards the maximum amount payable by the Insurer in respect of all claims aggregated in any one Period of Insurance is £1,000,000.

### Reasonable Prospects of Success

In civil proceedings and criminal prosecution claims (except where the Insured pleads guilty), where the Insured has a greater than 50% chance of successfully pursuing or defending their claim. If the Insured is seeking damages or compensation, there must also be a greater than 50% chance of enforcing any Judgment that might be obtained.

# Section 13 continued

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In criminal prosecution claims where the Insured pleads guilty, there is a greater than 50% chance of successfully mitigating the Insured's sentence or fine

In tax claims, any dispute or appeal where the Insured has a greater than 50% chance of being successful

In all claims involving an appeal, where the Insured has a greater than 50% chance of being successful

## **Time of Occurrence**

- 1) for civil cases (other than Tax Protection) when the cause of action first accrued
- 2) for Criminal cases when the Insured commenced or is alleged to have commenced to violate the criminal law in question
- 3) for licence and registration appeals when the Insured first becomes aware of the proposal by the relevant licensing or regulatory authority to suspend, revoke, alter the terms of, refuse to renew or cancel the Insured's licence or British Standard Certificate or Registration
- 4) for aspect or full enquiries under Tax Protection when HM Revenue & Customs first notifies the Insured of their intention to make enquiries  
For Employers Compliance and VAT Disputes when the relevant authority sends an assessment or written decision to the Insured

## **Small Claims Court**

A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999

## **Territorial Limit**

United Kingdom, Channel Islands and the Isle of Man

## **Cover**

### **What is Insured**

For all Insured Events the Insurer will pay Legal Costs & Expenses (and Compensation Awards) up to the Limit of Indemnity, including the cost of appeals provided that:

- 1) the Insured Event arises in connection with the business
- 2) the Time of Occurrence occurs within the Period of Insurance and within the Territorial Limit
- 3) the claim
  - always has Reasonable Prospects of Success
  - is reported to Us immediately after the Insured &/or an Employee first becomes aware of circumstances which could give rise to a claim under this section
- 4) the Insured and/or an Employee always agrees to use the Appointed Advisor nominated by Us in any claim
  - falling under the jurisdiction of an Employment Tribunal or the Small Claims Court, and/or
  - prior to the issue of legal proceedings,
- 5) any proceedings or hearing are dealt with by a Court, tribunal or other body that We agree to, in the Territorial Limit
- 6) in respect of a claim under Contract & Debt Recovery the Insured enters into a Conditional Fee Agreement with the Appointed Advisor or the Appointed Advisor enters into a Collective Conditional Fee Agreement with Us if the claim will be decided in a Court within England & Wales and falls outside the jurisdiction of the Small Claims Court

## **Insured Events Covered**

### **Employment**

Defending the Insured in an employment dispute with an Employee, ex-Employee, prospective employee or trade union acting on their behalf, arising from a breach or an alleged breach of their

- a) contract of service with the Insured and/or
- b) statutory rights under employment legislation

An employment dispute is deemed to have occurred once all internal dismissal, disciplinary and grievance procedures as set out under the Employment Act 2002 (Dispute Resolution) Regulations 2004 have been or ought to have been concluded

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### **What is not Covered**

Any claim

- 1) for redundancy or alleged redundancy or unfair selection for redundancy, occurring during the first 180 days of this policy, except where the Insured has had equivalent cover in force up until the start of this policy
- 2) arising from or relating to any transfer of business which falls under the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006
- 3) for Legal Costs & Expenses relating to an internal disciplinary hearing or grievance

### **Employment Compensation Awards**

Following a claim We have accepted under Employment any

- a) basic and compensatory award made against the Insured by a tribunal
- b) amount agreed by us in settlement of a dispute

Provided that

- (i) Reasonable Prospects of Success exist for a wholly successful defence throughout
- (ii) in respect of any compensation payable for redundancy, alleged redundancy or unfair selection for redundancy the Insured has sought and followed advice from Us or Our agent throughout including prior to serving any notice of a redundancy
- (iii) the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument other than by consent or default, or is payable under a settlement approved in writing by Us

### **What is not Covered**

Any Compensation Awards relating to

- 1) trade union activities, membership or non membership, industrial or labour arbitration, collective bargaining agreements, trade union recognition or matters concerning European Works Council
- 2) money due to an Employee under a contract of employment or a statutory provision relating thereto
- 3) the Insured's failure to comply with a reinstatement or re-engagement order
- 4) a breach of an Employee's statutory rights under the National Minimum Wage Act 1998
- 5) civil claims or statutory rights relating to trustees of occupational pension schemes

### **Tax Protection**

- a) a formal aspect or full enquiry into the Insured's business tax affairs
- b) any appeal proceeding following an assessment by HM Revenue & Customs relating to Value Added Tax
- c) a dispute about the Insured's compliance with regulations relating to:
  - Pay As You Earn, or
  - Social Security, or
  - National Insurance Contributionsfollowing a review by HM Revenue and Customs
- d) a formal aspect or full enquiry into the personal tax affairs of the Insured's directors and/or partners

Provided that

1. all returns are completed and have been submitted within the statutory timescales permitted
2. in respect of aspect enquiries the Insured is responsible for the first £250 of each and every claim

### **What is not Covered**

Any claim arising from or relating to

1. an investigation by the Special Investigations Branch of HM Revenue and Customs
2. an investigation under the Civil Investigation of Fraud procedure
3. a tax avoidance scheme

4. the submission of returns or accounts where the HM Revenue & Customs levy a penalty or claim for interest or which contain negligent misstatements or where the Insured falls below the standard of a reasonably prudent businessman in keeping books and records.
5. the Insured's failure to register for VAT

### Property

A dispute relating to material property which is owned by the Insured and is their responsibility

- a) following an event which causes or could cause physical damage to the Insured's material property
- b) following a public or private nuisance or trespass
- c) and which the Insured wishes to recover or repossess from an Employee or ex-Employee

### What is not Covered

Any claim arising from or relating to

1. a contract between the Insured and the third party except for claim under c)
2. defending any claim brought against the Insured unless defending a counter-claim
3. any claim relating to a motor vehicle whilst at the Insured's premises
4. goods in transit or goods lent or hired out
5. the compulsory purchase of, or restrictions or controls placed on the Insured's material property by any government, local or public authority

### Tenancy Protection

A dispute with the Insured's tenant relating to premises rented or leased by them to another party except relating to rent or service charges or the renewal of the lease or tenancy agreement.

### Compliance & Regulation

- a) defending the Insured and/or an Employee when dealing with the police or Health & Safety Executive prior to them being charged
- b) defending the Insured and/or an Employee following an event leading to them being prosecuted in court of criminal jurisdiction except parking offences
- c) appealing against the terms of a Statutory Notice served against the Insured
- d) representing the Insured and/or an Employee at a formal investigation or disciplinary hearing by any trade association, professional or regulatory body
- e) defending the Insured in a civil action alleging wrongful arrest arising from an allegation of theft
- f) defending the Insured and/or an Employee in a civil action for compensation under section 13 of the Data Protection Act 1998 including compensation awarded against them provided that the Insured is registered with the Information Commissioner
- g) An Employee's loss of earnings incurred when the Employee is absent from work to attend any court, tribunal, arbitration, disciplinary hearing or regulatory proceedings at the request of the Appointed Advisor or whilst on Jury Service. The amount the Insurer will pay shall not exceed £100 per day or part thereof less whatever is recoverable from the court or tribunal subject to a maximum limit of £1000.

### Directors Protection

- a) Defending an Insured Director following an alleged wrongful act committed in his or her capacity as a Director of the Insured. Subject otherwise to the terms of this section cover also extends to the estate, heirs, legal representatives or assignees of a deceased Insured Director and the legal representatives or assignees or receiver of an Insured Director in the event of bankruptcy or him/her becoming of unsound mind.
- b) Settlement of loss sustained by a third party, other than losses sustained by the Insured or an Employee of the Insured, arising during the Period of Insurance within the Territorial Limit by reason of any wrongful act committed during the Period of Insurance by a Director of the Insured and for which the director is made liable following proceedings within the Territorial Limit.

Provided that the most the Insurer will pay is £25,000 per claim.



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### **What is not covered**

1. any claim arising from proceedings alleging seepage, pollution, or contamination or the breach of any statute, regulation or ordinance prohibiting or controlling omissions or effluent of any kind or arising from any enforcement action or proceedings brought under or pursuant to any statutes, regulations or ordinances.
2. any claim arising from proceedings brought about or contributed to by any dishonesty, fraud or reckless act of the Insured Director, provided however that this exclusion shall not operate to the prejudice of any Insured Director who is not guilty of nor party to any such dishonesty, fraudulent or deliberate or reckless act
3. any claim arising from proceedings based upon or attributed to the Insured Director
4. gaining any profit or advantage or receiving any profit or advantage or receiving remuneration to which the Insured Director was not legally entitled.
5. any claim arising from proceedings by the Insured, the Insured's parent or subsidiary or the Insured's directors or employees

### **Conditions applicable to Directors Protection**

Notwithstanding the General Exclusions, where proceedings are brought against several directors one or some of whom is, or are, not entitled to indemnity because of the application of exclusions, those directors who are not entitled shall continue to be indemnified in the terms of the certificate.

The director shall only be covered under this section when the Insured is required or permitted to indemnify the director pursuant to the law, or in the Insured's Memorandum and Articles of Association.

### **Statutory Licence Protection**

Representing the Insured following a notice by the relevant authority to alter, suspend, revoke or refuse to renew their statutory licence

### **Employees' Extra Protection**

At the Insured's request

- a) defending an Employee in civil proceedings under legislation for unlawful discrimination on the grounds of sex, race, disability, sexual orientation, age, religious belief or political opinion
  - b) defending an Employee as a trustee of a pension fund set up for the benefit of the Insured's Employees
  - c) pursuing a claim following an event causing an Employee bodily injury
- provided that the Employee is under a contract of service with the Insured

### **Contract & Debt Recovery**

A breach or alleged breach of an agreement or alleged agreement which has been entered into by the Insured or on their behalf relating to the purchase, hire, hire purchase, lease, servicing, maintenance, testing, sale or provision of goods or services

Provided that

- a) the amount in dispute exceeds £200, or if the amount in dispute is payable in instalments then the instalment due and payable at the time of making the claim must exceed £200
- b) if the amount in dispute exceeds £5,000 the Insured is responsible for the first £500 in each and every claim
- c) in respect of a claim for an undisputed debt the Insured
  - (i) notifies Us within 90 days of the money becoming due and payable
  - (ii) has exhausted its normal credit control procedures

### **What is not Covered**

Any claim relating to

1. computer software or systems which have been tailored to the Insured's requirements
2. the sale or provision of computer hardware, software, systems or services by the Insured
3. the letting, leasing or licencing of land or buildings where the Insured acts as the landlord

4. the sale or purchase of any land or buildings
5. loans, mortgages, endowments, pensions or any other financial product
6. the settlement payable under an insurance policy
7. any claim that would be covered under Employment

### **Exclusions applicable to all covers under this Section**

The Insured and/or an Employee are not insured for any claim arising from or relating to:-

1. Legal Costs & Expenses or Compensation Awards incurred before We accept a claim
2. any actual or alleged act, omission or dispute occurring prior to, or existing at the inception of this section and which the Insured and/or an Employee knew or ought reasonably to have known could give rise to a claim under this section
3. an allegation against the Insured and/or an Employee involving:
  - assault, violence or dishonesty;
  - malicious falsehood;
  - the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials;
  - illegal immigration;
  - offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences).
4. the defence of legal proceedings relating to
  - damages for personal injury (other than injury to feelings), or loss or damage to property owned by the Insured
  - a breach or alleged breach of professional duty
  - any tortious liability except where covered under Property
5. fines, penalties, punitive damages or compensation except as covered under Employment Compensation Awards or the Data Protection Act
6. costs awarded against the Insured and/or an Employee by a court of criminal jurisdiction following a conviction
7. patents, copyright, trade marks, passing-off, trade or service marks, registered designs, secrecy and confidential information
8. a dispute with any subsidiary, parent, associated or sister company or between shareholders or partners
9. franchise rights, or agency rights where the Insured has the legal capacity to alter the legal relations of another
10. a judicial review
11. a dispute with us or the Insurer not dealt with under Condition 6
12. defamation

### **Conditions applicable to all covers under this Section**

Failure to keep to any of these conditions may lead the Insurer to cancel this section policy, refuse a claim or withdraw from an ongoing claim. The Insurer also reserves the right to recover Legal Costs & Expenses from the Insured should this occur

#### **1. The Insured's responsibilities**

An Insured and/or an Employee must

- a) observe and keep to the terms of this section
- b) not do anything that hinders Us or the Appointed Advisor
- c) tell Us immediately after first becoming aware of any cause, event or circumstances which could give rise to a claim under this section
- d) tell Us immediately of anything that may materially alter our assessment of the claim
- e) cooperate fully with the Appointed Advisor and Us, give the Appointed Advisor any instructions We require, and keep them updated with progress of the claim
- f) provide Us with everything We need to help Us handle the claim
- g) take reasonable steps to recover Legal Costs & Expenses that the Insurer pays and pay to the Insurer all costs that are recovered should these be paid to them

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- h) tell the Appointed Advisor to have the Legal Costs & Expenses assessed or audited if We require
  - i) minimise any Legal Costs & Expenses and try to prevent anything happening that may cause a claim
  - j) allow the Insurer at any time to take over and conduct in the Insured's name any claim, proceeding or investigation

## **2. The Appointed Advisor**

- a) In certain circumstances as set out in 2 c) below the Insured or an Employee may choose an Appointed Advisor. In all other cases no such right exists and We shall choose the Appointed Advisor.
- b) Where the Insured or an Employee wish to exercise their right to choose, they should write to Us with their nominated representative's name and address. Their chosen Appointed Advisor must agree to act under Our standard terms of business and cooperate with Us at all times.
- c) If We disagree over the appointment of an Appointed Advisor then We will agree for another suitably qualified person to decide the matter
- d) If We agree to start legal proceedings and the court or tribunal requires any representative to be legally qualified, or there is a conflict of interest, the Insured or an Employee may choose a suitably qualified Appointed Advisor. The right of the Insured or an Employee to choose never applies to Employment Tribunal, Tax or Small Claims Court claims unless there is a conflict of interest
- e) If the Appointed Advisor refuses with good reason to continue acting for the Insured or an Employee, the Insured or an Employee dismisses the Appointed Advisor without good reason, or the Insured or an Employee withdraws from the claim without our agreement, cover will end immediately unless We agree to appoint another Appointed Advisor
- f) The Appointed Advisor must enter into a Conditional Fee Agreement with the Insured or an Employee or a Collective Conditional Fee Agreement with Us if a claim under Contract & Debt Recovery will be decided in a Court within England & Wales and falls outside the jurisdiction of the Small Claims Court

## **3. Our Consent**

We must give Our written consent to the Insured and/or an Employee to incur any Legal Costs & Expenses or Compensation Awards. The Insurer does not accept any liability for Legal Costs & Expenses or Compensation Awards incurred without Our written consent.

## **4. Settlement**

- a) The Insurer has the right to settle the claim by paying the value of the claim
- b) The Insured and/or an Employee must not negotiate, settle the claim or agree to pay any Legal Costs & Expenses incurred without Our written agreement
- c) If the Insured and/or an Employee refuses to settle the claim following
  - (i) a reasonable offer, or
  - (ii) advice to do so from the Appointed Advisor

the Insurer may refuse to pay further Legal Costs & Expenses

## **5. Counsel's Opinion**

We may require the Insured and/or an Employee to obtain and pay for an opinion from counsel regarding the merits or value of the claim. If the opinion supports the Insured then the Insurer will pay for the opinion.

## **6. Acts of Parliament & Jurisdiction**

All Acts of Parliament referred to within the policy shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

This policy will be governed by English Law

## **7. Data Protection Act 1998**

It is agreed by the Insured and/or an Employee that any information provided to Us &/or the Insurer regarding the Insured will be processed by Us &/or the Insurer, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

## **8. Contracts (Rights of Third Parties) Act 1999**

A person who is not party to this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

# General Exceptions

Applicable to all Sections except as expressly stated

This Policy does not cover

- 1 (a) Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss  
(b) any legal liability of whatsoever nature  
directly or indirectly caused by or contributed to by or arising from
  - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 2 Damage or liability directly or indirectly occasioned by or happening through war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power or confiscation destruction or requisition by order of the Government or any Public Authority

General Exceptions 1 and 2 do not apply to Section 6 insofar as it relates to bodily injury sustained by an Employee arising out of and in the course of the Employee's employment or engagement by the Insured

- 3 Damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

General Exception 3 does not apply to Sections 5, 6, 9 and 12

- 4 (a) Damage or Loss of Income in England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 occasioned by or happening through or in consequence directly or indirectly of Terrorism  
(b) Damage or Loss of Income in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of
  - (i) civil commotion
  - (ii) Terrorism

Terrorism means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear

This Exception also excludes Damage or Loss of Income of whatsoever nature directly or indirectly resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism

In any action suit or other proceedings where the Insurer alleges that by reason of this exception any Damage or Loss of Income is not covered by this Policy the burden of proving that such Damage or Loss of Income is covered shall be upon the Insured

General Exception 4 does not apply to Sections 4, 5, 6, 8, 9, 10, 11 and 12

## General Exceptions continued

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5 (1) loss or destruction of or damage to property or any loss or expense resulting or arising from such damage or any other consequential losses sustained by the Insured and/or

(2) liability for damages attaching to the Insured or any associated cost relating thereto

directly or indirectly caused by or contributed to by or consisting of or arising from

the failure at any time of any computer data processing equipment or media microchip integrated circuit or similar device or any computer software whether the property of the Insured or not

(i) recognise correctly or treat any date as its true calendar date

(ii) capture save retain process manipulate or interpret correctly any data information command or instruction as a result of

(a) its failing to treat any calendar date as its true date or

(b) the operation of any programmed command which by reason of a failure to treat any date as its true calendar date causes the loss of data or an inability to capture save retain or process correctly such data at any time

but provision (1) shall not exclude subsequent loss or destruction of or damage to property or consequential loss not otherwise excluded which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons (other than thieves) earthquake storm flood subsidence escape of water from any tank apparatus or pipe (including sprinkler installations) theft or impact by any road vehicle or animal where such loss destruction damage or consequential loss is insured by the policy

Where cover is in force General Exception 5 shall not apply to the Employers' Liability Assault or Theft by Employees sections of the policy

# General Conditions

Applicable to all Sections

## Arbitration

- 1 If any difference shall arise as to the amount to be paid under any section of this policy (liability being otherwise admitted) such differences shall be referred to an arbitrator to be appointed by the parties in accordance with the relevant statutory provisions and the making of an award shall be a condition precedent to any right of action against the Insurer

## Breach of Duty of Fair Representation

- 2 If the Insurer becomes aware that the Insured deliberately or recklessly provided false or misleading information or withheld important information the Insurer will treat this Policy as if it never existed and decline all claims.

If the Insurer becomes aware that the Insured carelessly provided false or misleading information or failed to disclose important information it could adversely affect the Insured's Policy and any claim. For example, the Insurer may:

- (a) treat this Policy as if it had never existed and refuse to pay all claims and return the premium paid. The Insurer will only do this if the Insured has been provided with insurance cover which the Insurer would not otherwise have offered;
- (b) amend the terms of the Policy. The Insurer may apply these amended terms as if they were already in place if a claim has been adversely impacted by the Insured's carelessness;
- (c) charge more for the Policy or reduce the amount paid on a claim in the proportion the premium paid bears to the premium which would have been charged; or
- (d) cancel this Policy in accordance with the Cancellation clause under the General Conditions.

## Cancellation

- 3 The Insurer may cancel this Policy by sending seven days' notice by recorded delivery to the Insured at the Insured's last known address in which event the Insured shall receive a pro-rata return of premium for the unexpired Period of Insurance

The Insured may cancel this Policy at any time by giving the Insurer written notice and in such event the Insurer will return a percentage of the Premium and Insurance Premium Tax (IPT) paid for the period of insurance in accordance with the table below subject to

- (a) no claims having been made and no incidents having arisen that could result in a claim under this policy during the current period of insurance
- (b) a minimum premium of £100 plus IPT being retained by the Insurer.

<b>Date of notification of Cancellation</b>	<b>Percentage of the current Premium plus IPT returned</b>
Within 1 month of commencement of the period of insurance	80%
Within 2 months of commencement of the period of insurance	70%
Within 3 months of commencement of the period of insurance	60%
Within 4 months of commencement of the period of insurance	50%
Within 5 months of commencement of the period of insurance	40%
Within 6 months of commencement of the period of insurance	30%
Within 7 months of commencement of the period of insurance	20%
Within 8 months of commencement of the period of insurance	10%
After 8 or more months of commencement of the period of insurance	0%

We shall not be bound to invite or accept renewal of this Policy or provide cover for this Insured under a new Policy

## Changes in Facts

- 4 This Policy shall be avoided if
  - (a) the Business be wound up or carried on by a liquidator or receiver or permanently discontinued or
  - (b) the Insured's interest cease otherwise than by death or
  - (c) any alteration be made either in the Business or in the Premises or property therein the occupation of any Insured Person or any other circumstances whereby the risk is increased or
  - (d) the Insured or any other director or partner or any company or partnership of which anyone has been declared bankrupt or insolvent or is placed into administration

at any time after the commencement of this insurance unless its continuance be admitted by memorandum

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## Claims Procedure (Insured's duties)

- 5 It is a condition precedent to liability that the Insured shall give written notice to the Insurer in accordance with the timescales set out below of any occurrence which may give rise to a claim for indemnity under this insurance failing which the Insurer has the option to decline the claim
- (A) For Employers Liability or Public Liability or Products Liability bodily injury claims the Insured shall forward to the Insurer by email immediately on receipt and no later than 3 working days following receipt any claim notification form (CNF) letter of claim writ summons or proceedings
- (a) The written notice and a detailed statement of claim must be submitted within 14 days of the happening of the bodily injury or an incident which is likely to give rise to a claim
- (b) Immediate action must be taken to prevent further bodily injury
- (c) The Insured shall at his own expense give to the Insurer all such particulars information and assistance as may be reasonably required together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith
- (d) No admission of liability or negotiation or settlement of any claim shall be made without the Insurer's written consent
- (B) For claims other than Employers Liability or Public Liability or Products Liability bodily injury claims
- (a) The written notice and a detailed statement of claim must be submitted within
- (i) 7 days of the happening of loss destruction or damage by malicious persons riot or civil commotion strikers locked-out workers or persons taking part in labour disturbances
- (ii) 30 days of the expiry of the Indemnity period in respect of a claim under Loss of Income
- (iii) 14 days of the discovery of any act or acts of fraud or dishonesty in respect of a claim under Theft by Employees The statement shall include the name or names of the Employee or Employees responsible for the loss
- (iv) 30 days of the happening of any other loss destruction damage or bodily injury
- (b) If theft or loss destruction or damage by malicious persons is suspected notice must be given as soon as reasonably possible to the police and all practical steps taken to recover property lost
- (c) Immediate action must be taken to minimise loss and avoid interruption or interference with the Business and to prevent further loss damage or bodily injury
- (d) The Insured shall at his own expense give to the Insurer all such particulars information and assistance as may be reasonably required together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith
- (e) No admission of liability or negotiation or settlement of any claim shall be made without the Insurer's written consent

## Claims Procedure (Insurer's rights)

- 6 (a) The Insurer shall be entitled to conduct in the Insured's name the defence or settlement of any claim or to prosecute for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim
- (b) In connection with any one claim or number of claims under Section 6 (except insofar as it relates to bodily injury sustained by an Employee arising out of and in the course of the Employee's employment or engagement by the Insured) occurring in any one Period of Insurance the Insurer may at any time pay to the Insured the amount of the limit of liability (after deduction of any sum or sums already paid as compensation) or any less amount for which such claim or claims can be settled and thereafter the Insurer shall be under no further liability under this Policy in connection with such claim or claims except for Legal Costs incurred prior to the date of such payment
- (c) The Insured shall allow the Insurer to enter the building where loss destruction or damage has occurred and to take and keep possession of or to deal with the property in any reasonable manner No property may be abandoned to the Insurer
- (d) If the Insurer elects to repair reinstate or replace any property it shall only do so in a reasonably sufficient manner as circumstances permit and shall not be bound to spend more than the relevant Sum Insured

## Company Records

- 7 It is a condition precedent to liability that:
- (a) The Insured's books of accounts or other business books or records including computerised data base/records in which customer's accounts are shown be kept in fire-resisting cabinets when not in use
  - (b) The Insured shall make duplicate copies/take backup of all computer systems records daily and that such copies shall be removed from the premises when the premises are closed for business and that they are kept in the private residences of the Directors or authorised employees of the Insured
  - (c) All the keys or combination codes of the safe(s) be removed from the premises except while the Insured or an authorised employee is actually therein. In the event that a keyholder or authorised person leaves the services of the insured company for any reason whatsoever the keys and codes of doors and safes and computer systems would have to be immediately changed

## Cooking

- 8 It is a condition precedent to liability that:
- (a) All deep fat frying ranges be equipped with:
    - (i) cooking thermostats arranged to prevent the temperature of cooking oils or fats rising above 205°C or the manufacturer's maximum recommended temperature if this is less than 205°C and that such thermostats be maintained in efficient working order
    - (ii) a separate high temperature limit control of a non-self-resetting type to shut off the heat source in the event of the temperature of the oils or fats exceeding 230°C
    - (iii) lids or shutters capable of immediate closure in the event of fire
  - (b) All gas heated deep frying ranges be equipped with a flame failure device to cut off the fuel supply in the event of flame failure
  - (c) Class F wet chemical fire extinguishing appliances be situated in the cooking area in accordance with British Standard BS5306-8:2012 and that such appliances be maintained in efficient working order
  - (d) At least one fire blanket conforming to the requirements of British Standard BS6575:1985 and of an adequate size be situated in the cooking area
  - (e) All filter grease traps or other grease removal receptacles be emptied and thoroughly cleaned at intervals not exceeding seven days
  - (f) All cookers cooking ranges extraction ducting hoods canopies flue pipes and thermostats attached to or forming part of the equipment used in connection with any kind of frying or grilling be thoroughly cleaned by specialist contractors at intervals not exceeding one year
  - (g) All deep fat frying ranges and associated equipment be serviced at least annually by qualified personnel in accordance with the manufacturer's instructions such service to include testing the normal method of temperature control checking of ducts and burners and cleaning where necessary
  - (h) All oily and/or greasy waste and cloths be kept in metal receptacles with close-fitting metal lids and removed from the building(s) at the end of each working day and from the premises at intervals not exceeding one week

## Electrical Inspection

- 9 It is a condition precedent to liability that:
- (a) the risk address(es) has(ve) been inspected by an electrical contractor who is an approved contractor of the National Inspection Council for Electrical Installation Contracting (NICEIC) or a member of the Electrical Contractors Association (ECA) or the Electrical Contractors Association of Scotland (SELECT) or the National Association of Professional Inspectors or Testers (NAPIT) and will be inspected at recommended frequencies thereafter in accordance with The Electricity at Work Regulations 1989 and/or subsequent and succeeding legislation
  - (b) any faults revealed by such inspection have been or (in relation to future inspections) will be immediately rectified
  - (c) the Insured must produce a certificate confirming the above to the Insurer within a period of 30 days of being so requested

## Felt Roof Condition

- 10 It is a condition precedent to liability that if any Building has a felt roof where the mineral felt surface has not been replaced for seven years, then this roof must be inspected annually by a



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competent roofing contractor prior to the month of October each year and evidence of such inspection and any remedial work following such inspection should be kept and produced if requested by the Insurer

## Minimum Security Requirements

- 11 The Insurer shall not be liable in respect of Damage by or in consequence of Theft from the Premises unless the following devices are put into full and effective operation at night and whenever the Premises are unattended unless varied in writing by the Insurer
- (a) All external doors of the Premises together with internal doors which give access to any part of the building not occupied by the Insured must be fitted and secured with one of the following
    - (i) a mortice deadlock with boxed metal striking plate or a rim lock either of which conforms to BS:3621:1980 Specification for Thief Resistant Locks
    - (ii) a five or more lever close shackle padlock and matching locking bar fitted in accordance with the manufacturers instructions
    - (iii) all aluminium framed doors to be fitted with an integral cylinder operated swing bolt mortice lock with high security cylinder rose and armoured striking plate
    - (iv) all UPVC doors to be fitted with an integral cylinder operated swing bolt mortice lock with high security cylinder rose and armoured striking plate of a multi-point locking system with a minimum of three locking points of which at least the central one must contain a horizontal dead bolt or hook bolt with a minimum engagement in keep of 10mm The profile cylinder for use with the lock must have a minimum of 5 pins and anti-drill inserts
    - (v) two key operated locking mechanisms or one key operated locking mechanism together with
      - (a) 300mm tower bolts fitted top and bottom internally or
      - (b) steel or timber cross bars fitted internally
    - (vi) an alternative form of lock or locking system of at least similar quality and strength to BS3261:1980 which is approved by the Insurer in writing
  - (b) All outward opening external doors and internal doors which give access to any part of the building not occupied by the Insured must be fitted and secured with hinge bolts top and bottom
  - (c) Any steel or aluminium roller shutters should be secured by at least two of the following
    - (i) integral locking mechanism fitted to bottom rail of shutter
    - (ii) proprietary guide mounted locking system (pinlocks)
    - (iii) a five or more lever close shackle padlock and matching locking bar fitted in accordance with the manufacturers' instructions
  - (d) All accessible opening windows fanlights and skylights including those accessible from decks roofs fire escapes or downpipes must be fitted with key operated window locks or solid steel or iron bars or security grilles

This condition shall not apply to any door or window officially designated a fire exit by the fire authority

## Other Insurances

- 12 (a) Damage insured under Sections 1, 2, 3, 4, 7, 8, 9, 10, 11 or 12 is covered by any other insurance the Insurer shall pay only its rateable proportion of the loss destruction or damage
- (b) If any Damage or liability insured under Section 6 is covered or would but for the existence of this Policy be covered by any other insurance the Insurer shall not provide indemnity except in respect of any excess beyond the amount which is or would but for the existence of this Policy be payable

## Portable Heaters

- 13 It is a condition precedent to liability in respect of destruction or damage by fire that there be no portable heating appliances other than electric fan heaters or oil filled radiators used anywhere in the building

## Precautions

- 14 (a) The Insured shall take and cause to be taken all reasonable precautions
- (i) for the safety and security of the property insured
  - (ii) to prevent bodily injury and loss of or damage to the property of others
  - (iii) to comply with all statutory obligations and regulations imposed by any Authority
- (b) The Insured shall exercise reasonable care in selection and supervision of Employees

## Security Protections

- 15 It is a condition precedent to the liability of the Insurer under Sections 1 and 4 that the Insured shall ensure that all the protections installed to safeguard the property and the Premises or any self-contained portion of the Premises are maintained in full working order and that all such protections are used and put into operation at night and whenever the Premises are closed for business and at all other material times

## Unoccupied Premises

- 16 The Insured shall advise the Insurer if the Premises are unoccupied for a period of 30 consecutive days
- It is a condition precedent to the liability of the Insurer in respect of any building or portion thereof unoccupied for more than 30 consecutive days that
- (a) (i) all gas and water services be isolated from the mains supply
  - (ii) all electricity services be isolated from the mains supply except in conjunction with security devices set out in (b) below
  - (iii) all water and heating installations be drained except as otherwise agreed in writing
  - (b) all security devices be kept in full and effective operation
  - (c) all perimeter walls gates and fences be maintained in good order
  - (d) all waste and combustible materials be removed from inside and outside the premises and tanks containing fuel or other flammable liquids be drained and purged
  - (e) where the premises remain unoccupied for more than three months all ground floor windows and unnecessary doors be bricked up or boarded over and letter boxes be sealed
  - (f) internal and external inspections of the premises be carried out at least once every 7 days by the Insured or by a competent person employed by the Insured to ensure that the above requirements are complied with
  - (g) written reports be kept following such inspections
  - (h) any defect revealed by an inspection be promptly rectified
  - (j) cover under Section 1 - Contents and where applicable Section 7 - Buildings is restricted to the following perils:-
    - Fire explosion lightning
    - Aircraft and other aerial devices or articles dropped from them
    - Earthquake
  - (k) cover under Section 2 - Glass, Section 4 - Money and Section 5 - Assault is excluded
  - (l) cover where operative under Section 8 - Deterioration of Stock, Section 9 - Loss of Licence and Section 10 - Business Machines is excluded

## Waste

- 17 It is a condition precedent to liability that
- (a) all greasy cloths be placed in lidded metal bins
  - (b) all trade waste be swept up and bagged daily
- All cloths and trade waste be removed from the Premises at least once a week and stored away from the building





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