



**NEW INDIA  
ASSURANCE**



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**POLICY**  
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**CARE HOMES**



# Care Homes Policy

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# Care Homes Policy

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## Preamble

The proposal and declaration made by you the Policyholder 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 a Policyholder ought to know what should reasonably be revealed by a reasonable search of information available to the Policyholder (whether the search is conducted by making enquiries or by any other means).

In return for the Policyholder 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 shall mean this booklet, your Schedule and any endorsements which apply.

The Policy is effective only whilst the Policyholder 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

**Please read this Policy to ensure you understand its terms and conditions and that it provides the cover you require. Should you have any query please contact your insurance adviser or local New India office. Immediate notification should be given of any changes which may affect the insurance provided. 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 11 – 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 Company 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.

# Section 1 – Building and Contents

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## The Property Insured

### Item 1

**The Building** of the Premises described in the Schedule including

- (i) landlord's fixtures and fittings
- (ii) outbuildings, extensions, annexes and gangways at the same Premises and used in connection with the Business or for domestic purposes
- (iii) sheds and containers
- (iv) walls, gates and fences, yards, car-parks, driveways, pavements and patios

### Item 2

**Trade Contents** while within the Premises consisting of

- (i) Stock in trade and goods in trust or for which the Policyholder is responsible and
- (ii) (a) furniture, fixtures, fittings, business machines and appliances
- (b) all other contents consisting of
  - (i) tenant's improvements and interior decorations
  - (ii) business books and documents for the value of the materials and clerical labour and other costs expended in their reproduction *but not for the value of the information to you*
  - (iii) clothing and personal effects belonging to you or any employee up to £500 any one person *but excluding property insured by any other Item* being your property or held by you in trust or on commission for which you are responsible and for the purpose of the Business as described in your Schedule.

### Item 3

**Residents' Clothing and Personal Effects** (*Excluding Money*) while within the Premises. The Insurer's liability in respect of the clothing and personal effects of any one resident shall not exceed the limit shown in the Schedule.

### Item 4

**Any other property** while within the Premises specifically described in the Schedule.

Note 1: Cover for the above Items is operative only if a sum insured is shown in the Schedule.

Note 2: For the purpose of determining where necessary the heading under which any property is insured the Insurer agrees to accept the designation under which such property has been entered in the Policyholder's books.

## Your Cover

**If any of the Property Insured is accidentally lost, destroyed or damaged by any cause not excepted below, the Insurer will pay to the Policyholder an amount calculated in accordance with the Basis of Settlement, or at the Insurer's option will reinstate or replace such property or any part of it.**

## Section Definition

Defined Peril shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped from aircraft, riot, civil commotion, strikers, locked-out workers, people taking part in labour disturbances, malicious persons, earthquake, storm or flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, theft or attempted theft, subsidence or heave of the site (or any part of the site) on which the Premises stand, or landslip.

## Exceptions

**This Section does not cover:**

- 1 *loss destruction or damage caused by or consisting of*
  - (i) *inherent vice, latent defect, gradual deterioration, wear and tear or frost*
  - (ii) *faulty or defective design, materials or workmanship, or operational error on the part of the Policyholder or any of his/her employees*but this shall not exclude subsequent loss, destruction or damage if this results from a cause that is not otherwise excluded.

- 
- 2 *loss, destruction or damage caused by or consisting of:*
    - (i) *corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects*
    - (ii) *change in temperature, colour, flavour, texture or finish*
    - (iii) *joint leakage, failure of welds or the cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping used in connection with such equipment*
    - (iv) *mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates*  
but this shall not exclude either:
      - (a) *such loss, destruction or damage if it is not otherwise excluded and itself results from fire, lightning, explosion, aircraft or vehicle impact, falling objects, storm or flood or earthquake*
      - (b) *subsequent loss, destruction or damage if this results from fire, lightning, explosion, aircraft or vehicle impact, falling objects, storm or flood or earthquake that is not otherwise excluded*
  - 3 *loss destruction or damage caused by seepage pollution or contamination but this shall not exclude either:*
    - (a) *sudden, unintended or unexpected pollution or contamination which itself results from a Defined Peril*
    - (b) *a Defined Peril which itself results from sudden, unintended or unexpected pollution or contamination*
  - 4 *loss destruction or damage caused by or consisting of:*
    - (i) *damage to walls, gates and fences, yards, carparks, driveways, pavements and patios caused by subsidence, heave or landslip unless also affecting a building insured by this policy*
    - (ii) *subsidence, heave or landslip which originated prior to the inception of this insurance*
    - (iii) *subsidence, heave or landslip resulting from the normal settlement or bedding down of new structures, the settlement or movement of made-up ground, coastal or river erosion, defective design or workmanship or the use of defective materials*
    - (iv) *subsidence, heave or landslip resulting from the demolition, construction, structural alteration or repair of any property at the Premises or from groundworks or excavation at the Premises*
    - (v) *disappearance, unexplained or inventory shortage, misfiling or misplacing of information*
  - 5 *destruction of or damage to the Building caused by its own collapse or cracking unless this results from a Defined Peril in so far as it is not otherwise excluded*
  - 6 *loss or destruction of or damage by wind, rain, hail, sleet, snow, flood or dust to*
    - (i) *moveable property in the open, fences and gates*
    - (ii) *sheds and containers*
  - 7 *theft or attempted theft:*
    - (i) *of materials forming part of the Building, property in the open or in outbuildings, sheds or containers, walls, gates or fences*
    - (ii) *resulting from an act of any of your employees or any person lawfully on the Premises.*
  - 8 *loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable or irrecoverable for any reason (including false or forged signatures)*
  - 9 *loss, destruction or damage to the property caused by fire resulting from its undergoing any heating process or any process involving the application of heat*
  - 10 *any loss which is or can be insured by Section 3, 4, 6, 7 or 15 of this Policy*
  - 11 *vehicles licensed for road use and attached accessories, caravans and trailers*
  - 12 *loss, destruction or damage in Northern Ireland resulting from*
    - (i) *riot or civil commotion*
    - (ii) *strikers, labour disturbances or malicious persons (unless caused by fire or explosion)*
  - 13
    - (i) *the first £250 of each and every occurrence of loss, destruction or damage unless caused by fire, lightning, explosion, aircraft, riot, civil commotion, strikers, locked-out workers, people taking part in labour disturbances, earthquake, theft, attempted theft, subsidence, heave or landslip*
    - (ii) *the first £50 of each and every occurrence of loss, destruction or damage caused by theft or attempted theft*
    - (iii) *the first £1,000 of each and every occurrence of loss, destruction or damage caused by subsidence, heave or landslip*
  - 14 *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*

# Section 1 continued

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## Claims Settlement

### 1 Limits of Indemnity

The Insurer's limit of liability for loss or destruction of or damage to the Property Insured shall not exceed in any one period of insurance the Declared Value recorded against each item in your Schedule.

### 2 Basis of Settlement

The basis upon which the amount payable is to be calculated shall be the replacement or reinstatement of the property lost, destroyed or damaged provided that such replacement or reinstatement is actually incurred. For this purpose "reinstatement" means

- (a) the rebuilding or replacement of property lost or destroyed which, provided the Insurer's liability is not increased, may be carried out:
  - (i) in any manner suitable to the requirements of the Policyholder
  - (ii) upon another site
- (b) the repair or restoration of property damaged in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

### 3 Declared Value

At the inception of each period of insurance the Policyholder shall notify the Insurer of the Declared Value of each item of the Property Insured. In the absence of such a declaration the last amount declared by the Policyholder shall be taken as the Declared Value for the ensuing period of insurance. 'Declared Value' means the Policyholder's assessment of the cost of reinstatement of the property insured arrived at in accordance with paragraph 2(a) at the level of costs applying at the inception of the period of insurance (ignoring inflationary factors which may operate subsequently) together with in so far as the insurance by the item provides, due allowance for:

- (a) the additional cost of reinstatement to comply with Public Authority requirements
- (b) professional fees
- (c) debris removal costs

### 4 Underinsurance

If at the time of loss, destruction or damage the Declared value of any Item (other than Item 3) is less than the cost of reinstatement (as defined in Paragraph 2 above) at the inception of the period of insurance then the Insurer's liability for the loss, destruction or damage shall not exceed that proportion thereof which the Declared Value bears to such cost of reinstatement.

### 5 Inflation Provision (Buildings and Trade Contents)

The Insurer will provide free of charge an uplift (up to a maximum of 15%) to the Declared Value (as defined in 3 above) to cover the effects of inflation during the period of insurance where required to reinstate the damaged property.

The uplift for inflation applies at the rate of 1/365th per day during the Period of Insurance.

### 6 Special Conditions

- (a) The Insurer's liability for the repair or restoration of property damage in part only shall not exceed the amount which would have been payable had such property been wholly destroyed.
- (b) Reinstatement shall commence and proceed without unreasonable delay.
- (c) Until the cost of reinstatement has been actually incurred, no payment shall be made beyond the value of the property at the time of its loss or destruction.

### 7 Rent

If an item on Rent is included in this Section, then in respect of that Item

- (a) the insurance shall operate only if the Building or any part of it is unfit for occupation in consequence of its destruction or damage
- (b) the Basis of Settlement shall be the reduction in rent in consequence of the destruction or damage, and the amount payable shall not exceed that proportion of the sum insured that the period necessary for the reinstatement of the Building bears to the number of months' Rent insured.

## Extensions

### 1.1 Professional Fees

The sums insured by Items 1 and 2 include an amount in respect of architects' surveyors' consulting engineers' legal and other fees necessarily incurred in the reinstatement of the Property Insured consequent upon its destruction or damage *but not preparing any claim* provided that the liability for such destruction or damage and fees shall not exceed in the aggregate the sum insured by each item.

### 1.2 Removal of Debris

This insurance includes costs and expenses necessarily incurred by the Policyholder with the consent of the Insurer in

- (a) removing debris
- (b) dismantling and/or demolishing
- (c) shoring up or propping of the portion or portions of the Property Insured destroyed or damaged by fire or by any other peril hereby insured against.

*The Insurer will not pay for any costs or expenses*

- (1) *incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site*
- (2) *arising from seepage, pollution or contamination of property not insured by this policy.*

The liability of the Insurer under this extension and the Section in respect of any Item shall in no case exceed the sum insured by that Item.

### 1.3 Temporary Removal

The property insured by items 1 and 2 is covered while temporarily removed for cleaning renovation repair or other similar purposes to other premises in Great Britain, Northern Ireland, the Isle of Man, or the Channel Islands (*unless otherwise insured*) including transit (but not loss or damage by theft while in transit) to or from other premises.

The amount recoverable under this extension in respect of each item shall not exceed either

- (i) the amount which would have been recoverable had the loss occurred in that part of the Premises from which the property is temporarily removed, or
- (ii) 10% of the sum insured by the item.

### 1.4 Capital Additions

The insurance by Items 1 and 2 includes:

- (a) any newly erected or acquired buildings (including such buildings while they are in the course of erection if the Policyholder is responsible for them), machinery and plant in so far as they are not otherwise insured anywhere in England, Wales or Scotland.



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- (b) alterations, additions and improvements to buildings, machinery and plant (but not in respect of any appreciation in value) anywhere in England, Wales or Scotland provided that
1. At any one situation this cover shall not exceed ten per cent of the respective total sums insured on buildings and machinery/plant insured by this policy or £100,000 whichever is the lower
  2. The Policyholder undertakes to give particulars of such extensions of cover as soon as practicable, and in any event at intervals of not more than six months, and to effect specific insurance retrospective to the date the Insurer's liability began.

### 1.5 Local Authorities

The insurance by Items 1 and 2 includes such additional cost of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any Act of Parliament or with bye-laws of any municipal or local authority provided that

- (1) The amount recoverable under this extension shall not include
  - (a) the cost incurred in complying with any of the aforesaid regulations or bye-laws
    - (i) in respect of destruction or damage occurring prior to the granting of this extension
    - (ii) in respect of destruction or damage not insured by the policy
    - (iii) under which notice has been served upon the Policyholder prior to the happening of the destruction or damage
    - (iv) in respect of undamaged portions of property other than foundations (unless foundations are specially excluded from the insurance by this policy) of that portion of the property destroyed or damaged
  - (b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new if the necessity to comply with any of the aforesaid regulations or bye-laws had not arisen
  - (c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property, or by the owner of the property, by reason of compliance with any of the aforesaid regulations or bye-laws.
- (2) The work of reinstatement must be commenced and carried out with reasonable dispatch, and in any case must be completed within twelve months after the destruction or damage (or within such further time as the Insurer may (during the same twelve months) in writing allow).

Reinstatement may be carried out wholly or partially upon another site (if the aforesaid regulations or bye-laws so necessitate) subject to the liability of the Insurer under this extension not being thereby increased.
- (3) If the liability of the Insurer under any item apart from this extension shall be reduced by the application of any of the terms and conditions of the policy, then the liability of the Insurer under this extension in respect of that item shall be reduced in like proportion.
- (4) The total amount recoverable under any item shall not exceed the sum insured by that item.

### 1.6 Underground Services

The Insurer will indemnify the Policyholder against Accidental Damage to underground water, gas, oil, drain or sewer pipes and the underground electricity or telephone cables extending from the Premises to the public mains for which you are responsible.

### 1.7 Landscaping

This insurance includes costs and expenses incurred by the Policyholder with the consent of the Insurer in repairing reinstating or making good damage to landscaped gardens and grounds caused by Fire Brigade equipment and personnel in the course of combating fire or any other peril insured against at the premises.

The amount recoverable under this extension shall not exceed £5,000 in any one period of insurance.

### 1.8 Drains and Gutters

This insurance includes costs and expenses necessarily incurred in clearing, cleaning or repairing drains, gutters, sewers and the like for which the Policyholder is responsible on the Premises or elsewhere consequent upon destruction of or damage to the Premises by fire or any other contingency hereby insured against.

### 1.9 Replacement of Locks

The Insurer will indemnify the Policyholder in respect of the cost of replacing locks following loss of keys to the Premises or to any safe within the Premises by theft

- (a) following a hold-up accompanied by violence or threat of violence while such keys are in your personal custody or that of an authorised employee;
  - (b) involving entry to or exit from the Premises by forcible and violent means;
  - (c) from your residence or that of any director, partner or authorised employee;
- but not loss of keys to safes if such are left on the Premises overnight.

The amount recoverable under this extension shall not exceed £750 in any one period of insurance.

### 1.10 Workmen

Workmen and/or tradesmen are allowed in or about the Premises for maintenance purposes and/or for effecting minor repairs alterations or extensions without prejudice to this insurance.

### 1.11 Contracting Purchasers

If at the time of loss or destruction of or damage to Item 1 the Policyholder shall have contracted to sell his interest in such Building and the purchase shall not have been completed, but shall be thereafter completed, the purchaser on the completion of the purchase (if and so far as the property is not otherwise insured by or on his behalf) shall be entitled to benefit under this Section so far as it relates to such damage without prejudice to the rights and liabilities of the Policyholder or the Insurer until completion.

## Section 1 continued

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### 1.12 **Trace and Access**

This insurance includes the costs and expenses incurred in locating the source of loss destruction or damage to the Property Insured caused by escape of water or oil from any fixed water or oil piping including repairs to walls floors or ceilings for an amount not exceeding £10,000 any one claim.

### 1.13 **Non Invalidation**

This insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of damage is increased unknown to the Policyholder provided that immediately they become aware thereof they shall give notice to the Insurer and pay an additional premium if required.

### 1.14 **Metered Water**

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

## **Provision**

### 1. **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.

## Section 2 – Business Interruption

For the purpose of this Section the following definitions apply

- 1 **Revenue** means the money paid or payable to you for accommodation charges, meals and drinks supplied and services rendered excluding the cost of food and drink supplied and laundry costs, in the course of the Business at the premises
  - 2 **Indemnity period** means
    - (i) **in the case of Contingencies (a)-(c):** the period **beginning** with the occurrence of the loss or damage and **ending** not later than the Maximum Indemnity Period stated in the Schedule during which the results of the Business shall be affected in consequence of the loss or damage
    - (ii) **in the case of Contingency (d):** the period **beginning** 30 minutes after the commencement of the failure of supply and **ending** not later than 30 days thereafter during which the results of the Business shall be affected in consequence of the failure of supply.
  - 3 **Outstanding Debit Balances** means the money owed to you by your customers at the date of the loss or damage taking into account:
    - (a) bad debts
    - (b) owed amounts not passed through the books during the period between the last record and the date of the loss or damage
    - (c) abnormal trading conditions affecting the Business
    - (d) your last record of amounts owed by customers.
  - 4 **Standard Revenue –**  
The Revenue during that period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period
  - 5 **Annual Revenue –**  
The Revenue during the twelve months immediately before the date of the damage
- to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business had the damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the damage would have been obtained during the relative period after the damage

All terms in this Section of the Policy shall be exclusive of Value Added Tax to the extent that you are accountable to the tax authorities for such tax.

### Your Cover

If the Business is affected by any of Contingencies (a)-(d) and provided that at the time the happening of any of the Contingencies there shall be in force an insurance covering the interest of the Policyholder in the property at the Premises against such loss or damage and that payment shall have been made or liability admitted therefor or payment would have been made or liability admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount:

The Insurer will pay the Policyholder as indemnity the amount of the trading loss sustained, as follows:

- 1 In respect of Loss of Revenue - the amount by which the Revenue during the Indemnity Period shall in consequence of the damage fall short of the Standard Revenue.
  - 2 In respect of Increase in Cost of Working – the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Revenue which, but for the expenditure, would have taken place during the Indemnity Period in consequence of the damage, but not exceeding the reduction in Revenue thereby avoided
- (a) loss of or damage to
    - (i) the Trade Contents or the Building at the Premises due to any of the Defined Perils in Section 1
    - (ii) the Glass and Sanitaryware insured in Section 3
    - (iii) the Money insured in Section 4
    - (iv) the Stock insured in Sections 6 and 7
    - (v) the Computer Equipment insured in Section 15 (if this Section is insured)

The above proviso does not apply to the following Contingencies

- (b) damage to property in the vicinity of the Premises by any of the causes insured in Section 1 or Section 3 which prevent or hinder use of the Premises or access to them whether they or the property covered are damaged or not
- (c) damage to property by any of the causes insured in Section 1 or Section 2 at any exchange of the telephone communications provider serving the Premises.
- (d) accidental failure of the public supply of
  - (i) electricity at the terminal ends of the supply authority's service feeders at the Premises
  - (ii) gas at the supply authority's meters at the Premises
  - (iii) water at the supply authority's main stopcock serving the Premises (other than by drought)

excluding

- (1) the deliberate act of the supply authority not performed for the sole purpose of safeguarding life or protecting any part of the supply authority's system
- (2) a scheme of rationing not necessitated solely by accidental damage to the supply authority's generating or supply equipment

## Claims Settlement

### 1. Limit of Indemnity

The Insurer's liability shall not exceed in any one period of insurance the sum stated in the Schedule.

### 2. Savings

If in consequence of the loss or damage any of the charges or expenses of the Business are reduced during the Indemnity Period, the amount payable shall be reduced accordingly.

### 3. Alternative Premises

If during the Indemnity Period services shall be rendered elsewhere than at the Premises for the benefit of the Business, either by the Policyholder or by others on his behalf, the money paid or payable in respect of such services shall be brought into account in arriving at the amount of Revenue during the Indemnity Period.

### 4. Underinsurance

If the sum insured under this Section is less than the Annual Revenue (or a proportionately increased multiple thereof if the Maximum Indemnity Period exceeds twelve months) then the amount payable will be proportionately reduced.

## Extensions

### 2.1 Book debt

In the event of loss or damage to your books of account or other books or records due to any of the causes insured in Section 1, the Insurer will pay as indemnity

- (a) the amount of Outstanding Debit Balances in respect of debts due from your customers which cannot be traced;
- (b) the cost of establishing Outstanding Debit Balances incurred with the agreement of the Insurer after the loss or damage.

The amount recoverable under this extension shall not exceed £25,000 in any one period of insurance.

### 2.2 Alternative Accommodation

In the event of that part of the Premises occupied solely by the Policyholder or his employees for private residential purposes being so damaged by any of the causes insured in Section 1 as to be rendered uninhabitable, the Insurer will pay as indemnity the cost of reasonable alternative accommodation (including the cost of temporary storage for the Policyholder's furniture) but only for the period reasonably necessary for reinstatement of the damage.

The amount recoverable under this extension:

- (a) shall be reduced by rent and other costs and expenses which would have been incurred but for the damage;
- (b) shall not exceed £15,000 in any one period of insurance.

### 2.3 Accountant's Charges

In respect of any claim to which this Section applies, the Insurer will pay professional accountants' charges reasonably incurred for producing and certifying any particulars required by the Insurer in connection with a claim.

### 2.4 Notifiable Diseases, Vermin, Murder, Food Poisoning and Defective Sanitation

The following Contingency (e) is added to Your Cover:

- (e) 1 The closure of the whole or part of the Premises by order of a competent public authority as a direct result of
  - (i) any occurrence of a Notifiable Disease (as defined below) at the Premises or attributable to food or drink supplied from the Premises
  - (ii) any discovery of an organism at the Premises likely to result in the occurrence of a Notifiable Disease
  - (iii) any occurrence of a Notifiable Disease within a radius of 25 miles of the Premises
- 2 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 competent local authority
- 3 any accident causing defects in the drains or other sanitary arrangements at the Premises which causes restrictions on the use of the Premises on the order or advice of the competent local authority
- 4 any occurrence of murder or suicide at the Premises

For the purpose of this Extension the following definitions will apply

**Notifiable Disease** means illness sustained by any person resulting from

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

**Indemnity Period** means the period during which the results of the Business shall be affected in consequence of the Contingency beginning with the date from which the closure of or restrictions on the Premises are applied (or in the case of 4 above the occurrence of the incident) and ending not later than three months thereafter

*The amount recoverable under this Extension shall exclude:*

- (a) any costs incurred in the cleaning repair replacement recall or checking of property
- (b) loss arising at premises which are not directly affected by the occurrence discovery or accident

## Provision

### 1. 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.

# Section 3 – Glass and Sanitaryware

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## This insures

### Item 1

**The Glass** comprising all fixed internal and external glass (including lettering) and mirrors in the Premises except

- (i) *glass in greenhouses;*
- (ii) *armoured, bandit or bent glass;*
- (iii) *antique, decorative, embossed, ornamental or stained glass;*
- (iv) *chandeliers and revolving doors;*
- (v) *neon and illuminated box signs.*

### Item 2

**Sanitaryware** in the Premises

## Your Cover

**In the event of accidental breakage of the Glass or Sanitaryware The Insurer will by payment, replacement or repair indemnify the Policyholder against such accidental breakage**

## Exceptions

**This Section does not cover:**

- 1 *scratching or chipping*
- 2 *glass or sanitaryware which is cracked or broken at the commencement of this insurance*
- 3 *breakage by riot in Northern Ireland*
- 4 *the first £50 of each and every occurrence of accidental breakage*

## Claims Settlement

The Insurer will pay as indemnity the cost of

- (i) replacement or repair of the breakage or damage;
- (ii) any necessary boarding up;
- (iii) repairing damage to window frames and fittings.

# Section 4 – Money

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## This Insures

### Money

Cash, bank notes, currency notes, cheques, postal and money orders, credit company sales vouchers, current postage stamps, giro payment orders, unused credit on postal franking machines, National Insurance stamps, trading stamps, luncheon vouchers, Value Added Tax purchase invoices, consumer redemption vouchers, gift tokens and National Savings Certificates, your own or for which you are responsible, including residents' money placed in your custody and control.

## Your Cover

**The Insurer will indemnify the Policyholder against loss of Money held in connection with the Business within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.**

## Exceptions

### This Section does not cover:

- 1 *loss arising from fraud or dishonesty of your employees not discovered within 7 working days of the occurrence;*
- 2 *loss from any machine operated by notes, coins or tokens;*
- 3 *loss from any unattended vehicle*
- 4 *any consequential loss or shortages due to error or omission of any depreciation in value;*
- 5 *loss resulting from any business transaction*

## Limits of Indemnity

### The Insurer's liability for loss of Money in respect of any one loss will not exceed the limits specified below

- |      |  |          |
|------|--|----------|
| 1    | Crossed cheques, crossed Girocheques, crossed postal orders, crossed money orders, credit company sales vouchers, Value Added Tax purchase invoices, National Savings Certificates | £250,000 |
| 2    | Other Money  |          |
| (a)  | in transit (other than transits under 2(b) below) or in a bank night safe or on the Premises between 8am and 6pm   | £2,500   |
| (b)  | at your residence (or the residence of any of your employees) away from the Premises or in transit between the Premises and such residence   | £350     |
| (c)  | from the Premises between 6pm and 8am except as provided in the note below   |          |
| (i)  | while in the locked safe   | £1,000   |
| (ii) | other than as stated in (c)(i) above   | £250     |

Note: In respect of paragraph 2(c)(i) above, the limit is reduced to £250 if the key(s) to the safe has been used, unless such key(s) has been obtained by violence or threat of violence to you or your employee(s).

## Extension

### 4.1 Theft Damage to Safes

The Insurer will by payment, replacement or repair indemnify the Policyholder against damage to safes in the Premises or theft or attempted theft.

# Section 5 – Personal Assault

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## Your Cover

For the purpose of this Section the following definition applies

**Insured Person** means any director, partner or employee of the Policyholder under 70 years of age.

**The Insurer will pay compensation if any Insured Person while engaged in his duties in connection with the Business suffers bodily injury caused solely by violent, accidental, external and visible means directly as a result of robbery or hold-up or any attempt thereat** *except for death, injury or disablement caused by or arising wholly or in part from any physical condition, defect or infirmity existing prior to the happening of the event insured against.*

## Table of Benefits

If bodily injury shall independently of any other cause result within 12 months in

1	Death	£10,000
2	Total loss of use or loss by physical severance at or above the wrist or ankle of one or more limbs	£10,000
3	Total and irrecoverable loss of all sight in one or both eyes rendering the Insured Person absolutely blind in one or both eyes beyond remedy by surgical or other treatment	£10,000
4	Permanent, total and absolute disablement other than by loss of limbs or eyes preventing the Insured Person from engaging in or giving attention to profession, business, or occupation of any kind	£10,000

If bodily injury shall independently of any other cause result in

- 5 Temporary total disablement preventing the Insured Person from engaging in or giving attention to his/her usual profession, business or occupation at the rate per week of £100.

## Claims Settlement

- 1 An Insured Person shall not be entitled to benefit under more than one of Clauses 1 to 4 of the Table of Benefits in respect of any one accident, and payment of benefit under any of Clauses 1 to 4 shall terminate the insurance by this Section for such Insured Person as from the date of the accident.
- 2 Compensation under Clause 5 shall not be payable for more than 104 weeks in respect of bodily injury arising from any one accident.
- 3 The Insurer shall not be called upon to make any payment under this Section in respect of any accident until the entire amount payable in respect thereof is ascertained and agreed. No sum payable shall carry interest.
- 4 After injury, the Insured Person shall act upon medical advice and if so required submit to medical examination on behalf of, and at the expense of the Insurer.
- 5 Any payment under this Section of the Policy in respect of an accident will discharge all other claims under the Section in respect of the same accident.

## Extension

### 5.1 Damage to Clothing

The Insurer will indemnify the Policyholder against loss or damage to clothing and personal effects of the Insured Person directly resulting from such robbery or hold-up, up to £500 for any one Person.

# Section 6 – Refrigerated Stock

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**For the purpose of this Section the following definition applies**

**Breakdown** means the actual breaking or burning out of any part of a refrigerating plant while in use arising from either mechanical or electrical defects in the plant causing sudden stoppage of its functions and necessitating repair or replacement before it can resume working.

## Your Cover

**The Insurer will by payment indemnify the Policyholder against loss or damage to stock in the cold chamber of any refrigerating plant in the Premises by deterioration or putrefaction as a result of**

- (a) a rise or fall in temperature due to
  - (i) breakdown to the refrigerating plant or accidental damage to the cold chamber;
  - (ii) failure of any thermostatic or automatic controlling device of the cold chamber due to inherent defect;
  - (iii) failure of the public electricity supply *not due to the deliberate act of the Supply Authority*;
- (b) contamination by refrigerant or refrigerant fumes.

## Exceptions

This Section does not cover

- 1 *loss or damage arising from*
  - (a) *damage, defects or defective insulation due to wear and tear or other gradually developing cause or wearing out of any part of a machine caused by or naturally arising from ordinary use or working;*
  - (b) *loss of use or other consequential loss*
- 2 *loss or damage to stock in any cold chamber which is more than ten years old*
- 3 *the first £50 of each and every occurrence of loss or damage*

## Claims Settlement

The Insurer's liability for loss or damage to stock shall not exceed £1,000 in any one period of insurance.

## Extension

### 6.1 Removal of Stock

The Insurer will by payment indemnify the Policyholder against loss or damage to stock elsewhere in the Premises which would normally have been in the cold chamber but for the happening of the event giving rise to the deterioration or putrefaction.

## 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.



# Section 7 – Goods in Transit

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## Your Cover

In the event of loss or damage to the stock in trade and goods in trust insured by Item 2 of Section 1 while being loaded upon, conveyed by or unloaded from any vehicle belonging to the Policyholder or for which the Policyholder is responsible and used in connection with the Policyholder's Business within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, the Insurer will by payment, replacement or repair indemnify the Policyholder against such loss or damage.

## Exceptions

### This Section does not cover

- 1 Loss of or damage to suede and leather clothing.
- 2 The breakage of glass, china, statuary, marble, plasterwork, earthenware, scientific instruments, clocks, pictures and goods of a brittle nature, scratching and bruising of furniture or electrical or mechanical derangement unless caused by fire, theft or an accident to the conveying vehicle.
- 3 loss or damage due to
  - (a) wear and tear, deterioration, depreciation, mildew, rust, moth, vermin, insects, atmospheric or climatic conditions;
  - (b) theft or pilferage where any of your employees are involved whether as principal or accessory;
  - (c) delay
- 4 consequential loss
- 5 loss or damage resulting from riot or civil commotion in Northern Ireland
- 6 loss or damage by theft from any unattended vehicle unless
  - (a) all doors (including luggage boots) are locked and all windows and the roof of the vehicle are closed and secured
  - (b) in addition between the hours of 21.00 and 06.00 the vehicle is parked or garaged within locked premises or yards.
- 7 the first £50 of each and every occurrence of loss or damage (unless caused by fire)

## Claims Settlement

The Insurer's liability under this Section shall not exceed £1,000 in any one period of insurance.

## Extensions

### 7.1 Sheets and Ropes

This insurance covers ropes, sheets, tarpaulins, securing chains and toggles owned by or in the charge or control of the Policyholder while carried on any vehicle used by the Policyholder.

The amount recoverable under this extension shall not exceed £250 in respect of any one vehicle.

### 7.2 Removal of Debris

This insurance includes costs and expenses incurred by the Policyholder in removing debris as a result of the destruction of the insured goods.

The amount recoverable under this extension shall not exceed £250.

# Definitions Applicable to Sections 8, 9 and 10

For the purpose of these Sections the following definitions apply

<b>Section 8</b>	–	<b>Employer’s Liability</b>
<b>Section 9</b>	–	<b>Public Liability</b>
<b>Section 10</b>	–	<b>Treatment</b>

**Employee** means

- (a) any person who has entered into or works under a contract of service or apprenticeship with the Policyholder
- (b) any person employed by a labour-only sub-contractor
- (c) any self-employed person who is hired to or borrowed by the Policyholder
- (d) any person supplied to the Policyholder under a contract or agreement, the terms of which deem such person to be in the employment of the Policyholder for the duration of such contract or agreement.
- (e) any person who is engaged under a work experience or youth training scheme while working with the Policyholder in connection with the Business.
- (f) Volunteers helping the Policyholder in connection with the Business.

**Injury** means bodily injury including death, illness, disease and wrongful arrest.

**Legal Costs** mean

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 Policyholder and at the request of the Policyholder any director or Employee of the Policyholder 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 Policyholder 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 Policyholder and matters affecting the safety health and welfare of Employees of the Policyholder.
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 policy.

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

**Policyholder** means

1. at the request of the Policyholder
  - a any director partner or Employee of the Policyholder in respect of liability for which the Policyholder would have been entitled to claim under this insurance if the claim had been made against the Policyholder
  - b any officer or member of the Policyholder’s catering social sports or welfare organisations or first aid services in his respective capacity as such
2. in the event of the death of the Policyholder any personal representative of the Policyholder in respect of liability incurred by the Policyholder

**Pollution or Contamination** means

all pollution or contamination of buildings or other structures or of water or land or the atmosphere.

**Property** means material property.

**Solicitors Fees** mean

Solicitor’s fees incurred with the written consent of the Insurer for representation of the Policyholder at

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

which may be the subject of a claim under this policy

**Territorial Limits** mean

- (a) Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- (b) Member countries of the European community where directors, partners or Employees of the Policyholder who are normally resident in
  - (a) above are temporarily engaged on the Business of the Policyholder
- (c) Elsewhere in the world where directors, partners or Employees of the Policyholder who are normally resident in (a) above are on temporary visit on the Business of the Policyholder for the purpose of non-manual work.

**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.

# Section 8 – Employer’s Liability

## Your Cover

The Insurer will indemnify the Policyholder against all sums which the Policyholder becomes legally liable to pay as damages in respect of Injury sustained by an Employee arising out of and in the course of his employment or engagement by the Policyholder in the Business and caused within the Territorial Limits during the Period of Insurance

The Insurer will also pay Legal Costs and Solicitors’ Fees

The Indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to employees in Great Britain (and Northern Ireland the Channel Islands and the Isle of Man insofar as this clause applies to these territories) but the Policyholder shall repay to the Insurer all sums paid by the Insurer which the Insurer would not have been liable to pay but for the provision of such law

Indemnity will only apply to actions brought in a Court of Law in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

## Extensions

### 8.1 Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by any Employee or the personal representative of any Employee in respect of Injury sustained by any Employee arising out of and in the course of employment or engagement by the Policyholder in the business and caused during the Period of Insurance against any company or individual operating within premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man in any court situate in those territories and remaining unsatisfied in whole or in part six months after the date of such judgement the Insurer will at the request of the Policyholder pay to the Employee the amount of any such damages and any awarded costs to the extent they remain unsatisfied

Provided always that

1. there is no appeal outstanding
2. if any payment is made under the terms of this Extension then at the written request of the Insurer the Employee or the personal representative of the Employee shall assign the benefit of the Judgement obtained to the Insurer.

### 8.2 Indemnity to Principal

The Insurer will indemnify any principal for whom the Policyholder is carrying out work under contract or agreement against liability arising out of the performance of such work by the Policyholder and in respect of which the Policyholder would have been entitled to indemnity under this Section if the claim had been made against the Policyholder but only to the extent required by the terms and conditions of such contract or agreement.

The cover under this Section will only apply to Injury to an Employee of the Policyholder.

### 8.3 Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at the request of the Insurer in connection with a claim in respect of which the Policyholder is entitled to indemnity under this policy the Insurer will provide compensation to the Policyholder at the following rates per day for each day on which attendance is required

any director or partner of the Policyholder	£500
any Employee	£250

## Exceptions

### 8.1 Offshore Work

The Insurer will not indemnify the Policyholder against liability arising directly or indirectly in connection with work on offshore platforms rigs or other such installations including travel to or from the mainland or between installations

### 8.2 Passenger Liability

The Insurer will not indemnify the Policyholder against liability for Injury sustained by any Employee when the Employee is

1. carried in or upon a vehicle or
2. entering or getting on to or alighting from a vehicle

where such Injury is caused by or arises out of the use by the Policyholder 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 subsequent legislation

## Claims Settlement

### 1. Limit of Indemnity

The liability of the Insurer for all damages Legal Costs and Solicitors’ Fees in respect of any one claim or series of claims against the Policyholder arising out of one occurrence shall not exceed the limit of indemnity shown in the Schedule other than as set out below

The limit of indemnity in respect of any one claim or series of claims arising out of one occurrence arising from or in connection with or directly or indirectly caused by any act of Terrorism shall not exceed £5,000,000

If the Insurer alleges that by reason of this limitation any liability for damages costs or expenses is covered only up to a specified limit of indemnity the burden of proving the contrary shall be upon the Policyholder

2. The Insurer will be entitled at any time to pay to you the amount specified as the limit of indemnity above (after the deduction of any sum or sums already paid) or any lesser amount for which any claim or claims in respect of Employer’s Liability can be settled. Upon such payment, the Insurer may relinquish conduct and control of such claim or claims except for expenses of litigation recoverable and will be under no further liability in connection with such claim or claims.

# Section 9 – Public Liability

## Your Cover

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

- (i) Accidental Injury to any person
- (ii) Accidental loss of or damage to Property, but in respect of loss or damage to premises leased, hired or rented to you excluding the first £100 of loss or damage caused other than by fire or explosion;
- (iii) Accidental interference with or loss of enjoyment of Property as a result of obstruction, trespass or nuisance; occurring during the Period of Insurance and caused in connection with the Business within the Territorial Limits.

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

Indemnity will only apply to actions brought in a Court of Law in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

## Extensions

### 9.1 Defective Premises Act Extension

The indemnity provided in respect of Public Liability includes liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of the disposal of any premises which were occupied by the Policyholder in connection with the Business but the Insurer shall not provide indemnity in respect of

- (i) the cost of making good replacement or reinstatement of any defect or workmanship giving rise to such liability;
- (ii) any loss or damage to such premises;
- (iii) liability for which you are entitled to indemnity under any other policy.

### 9.2 Individual Liability of Residents

The Insurer will indemnify in like manner to the Policyholder any resident of the Care Home in respect of Public Liability provided that

- (a) such resident is not entitled to indemnity under any other Policy
- (b) such resident shall observe, fulfil and be subject to the terms of the Policy
- (c) The Insurer shall not provide indemnity in respect of any loss or damage to Property
  - (i) belonging to the Policyholder or such resident
  - (ii) in the custody of or under the control of the Policyholder or of any Employee or such resident (other than property belonging to visitors, directors or partners or Employees of the Policyholder or residents).

### 9.3 Consumer Protection Act 1987/Food Safety Act 1990 – Defence Costs

The indemnity provided in respect of food and drink includes legal costs and expenses incurred in defending any prosecution for breach of safety requirements or safety regulations or other alleged offence under Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990 committed or alleged to have been committed during the Period of Insurance and legal costs and expenses incurred with the consent of the Insurer in an appeal against a conviction resulting from a prosecution but the Insurer shall not provide indemnity in respect of

- (i) liability for fines or penalties or exemplary damages or aggravated damages
- (ii) legal costs and expenses in connection with any breach of duty arising from a deliberate or premeditated act, event or omission which the person claiming to be indemnified knows or should have known would be likely to constitute an offence under the above Act.

### 9.4 Indemnity to Principal

The Insurer will indemnify any principal for whom the Policyholder is carrying out work under contract or agreement against liability arising out of the performance of such work by the Policyholder and in respect of which the Policyholder would have been entitled to indemnity under this Section if the claim had been made against the Policyholder but only to the extent required by the terms and conditions of such contract or agreement.

### 9.5 Data Protection Act 1998

The Insurer will subject to the terms and the conditions of this policy indemnify the Policyholder (and at the request of the Policyholder any director or Employee of the Policyholder) in respect of Public Liability against all sums which the Policyholder 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 Policyholder during the Period of Insurance
- (b) the Policyholder has 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 reinstating rectifying or erasing any personal data or any other such associated or administrative or material costs
  - (iii) liability caused by or arising from a deliberate or intentional act by or omission of the Policyholder 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 which are known to the Policyholder 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

### 9.6 Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at the request of the Insurer in connection with a claim in respect of which the Policyholder is entitled to indemnity under this policy the Insurer will provide compensation to the Policyholder at the following rates per day for each day on which attendance is required

- |   |      |
|---|------|
| any director or partner of the Policyholder | £500 |
| any Employee                                | £250 |

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## Exceptions

### **This Section does not cover the Policyholder in respect of**

1. Injury sustained by an Employee and arising out of and in the course of his employment or engagement by the Policyholder.
2. Loss or damage to Property belonging to you or in the custody or under the control of you or your employees other than
  - (i) Property belonging to your visitors, directors, partners or Employees provided that notices disclaiming liability for loss of or damage to any vehicle (or any contents of or accessory on such vehicle) shall be permanently displayed in prominent positions in the car park
  - (ii) Premises leased, hired or rented to you.
3. *liability caused by or arising from the ownership, possession, use or loading or unloading by you or on your behalf of any aircraft, hovercraft or waterborne craft (other than hand-propelled craft).*
4. *liability caused by or arising from the ownership possession or use by you or on your behalf of any mechanically-propelled vehicle or machine or trailer attached thereto other than use in connection with*
  - (i) the loading or unloading of vehicles;
  - (ii) the use of Employees' own vehicles on the Policyholder's Business and which without the knowledge of the Policyholder do not have private motor insurance in force including cover for incidental business use

The Policyholder must take all reasonable steps to check that motor insurance cover is in force for any Employee using his/her vehicle on the Policyholder's Business.
5. *liability caused by or arising from goods sold, supplied, repaired, serviced, tested, altered, installed, processed or delivered by or through you other than*
  - (i) goods in your possession or your Employees' possession;
  - (ii) food or drink sold or supplied in connection with the Business.
6. *liability assumed or retained by you under*
  - (i) a contract or agreement for the leasing, hiring or renting of premises to you unless such liability would have arisen in the absence of the contract or agreement;
  - (ii) any other contract or agreement unless the sole conduct and control of claims is vested in the Insurer.
7. *liability arising directly or indirectly from surgery and the prescription and administration of any drugs and medicines.*
8. *liability arising in connection with any premises where surgical operations are carried out.*
9. *liability incurred by any principal, director, partner or Employee of the Policyholder while working in a professional capacity as a medical or dental practitioner.*
10. *liability arising from medical malpractice or diagnosis.*
11. *liability for fines, liquidated damages or amounts under any penalty clause.*
12. *liability directly or indirectly caused by or 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 or Contamination which arises out of one event shall be deemed to have occurred at the time such event takes place.
13. *liability for punitive damages and/or exemplary damages and/or aggravated damages. and/or additional damages resulting from the multiplication of compensatory damages.*
14. *liability in connection with or directly or indirectly caused by an act of Terrorism.*
15. *liability in connection with or directly or indirectly caused by asbestos or any materials containing asbestos in whatever form or quantity.*
16. *liability directly or indirectly caused by non-ionic radiation including but not limited to Electro Magnetic Fields and/or Electro Magnetic Interference.*

## Claims Settlement

### 1. **Limits of Indemnity**

The Insurer's liability for all damages payable arising out of one occurrence or series of occurrences consequent on one original cause shall not exceed the limit of indemnity shown in the Schedule.

The Insurer's liability for damages 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 shown in the Schedule.

2. The Insurer will be entitled at any time to pay to you the amount specified as the limit of indemnity above (after the deduction of any sum or sums already paid as damages) or any lesser amount for which any claim or claims can be settled. Upon such payment, the Insurer may relinquish conduct and control of such claim or claims except for expenses of litigation recoverable and will be under no further liability in connection with such claim or claims except for other costs and expenses incurred with its written consent prior to the date of such payment.

# Section 10 – Treatment

## Your Cover

The Insurer will indemnify the Policyholder against all sums which the Policyholder becomes legally liable to pay as damages in respect of Injury to any person occurring during the Period of Insurance caused by or arising from any treatment given by or on behalf of the Policyholder in connection with the Business.

Treatment includes the administration of any drugs and medicines including controlled drugs:

- (i) to service users receiving nursing care when administered under the responsibility of a qualified registered nurse acting in accordance with the prevailing and relevant standards and guidance published by the Nursing and Midwifery Council and/or any subsequent or succeeding body responsible for administering and/or regulating care legislation
- (ii) to residents not receiving nursing care when administered by a qualified registered nurse or other appropriately trained staff. Appropriate training is deemed to be in accordance with the prevailing and relevant regulations, standards and guidelines issued in relation to the requirements of the Care Standards Act 2000, the Regulation of Care (Scotland) Act 2001, the Health & Personal Social Services (Quality, Improvement and Regulation) (Northern Ireland) Order 2003 and/or subsequent and succeeding legislation.

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

Indemnity will only apply to actions brought in a Court of Law in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

## Extensions

### 10.1 Indemnity to Principal

The Insurer will indemnify any principal for whom the Policyholder is carrying out work under contract or agreement against liability arising out of the performance of such work by the Policyholder and in respect of which the Policyholder would have been entitled to indemnity under this Section if the claim had been made against the Policyholder but only to the extent required by the terms and conditions of such contract or agreement.

### 10.2 Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at the request of the Insurer in connection with a claim in respect of which the Policyholder is entitled to indemnity under this policy the Insurer will provide compensation to the Policyholder at the following rates per day for each day on which attendance is required

any director or partner of the Policyholder	£500
any Employee	£250

## Exceptions

### This Section does not cover the Policyholder in respect of

- 1 Injury sustained by an Employee and arising out of and in the course of his employment or engagement by the Policyholder.
- 2 *liability caused by or arising from goods sold, supplied, repaired, serviced, tested, altered, installed, processed or delivered by or through you other than goods in your possession or your Employees' possession;*
- 3 *liability assumed or retained by you under any contract or agreement unless the sole conduct and control of claims is vested in the Insurer.*
- 4 *liability arising directly or indirectly from surgery and the prescription and administration of any drugs and medicines other than the administration of any drugs and medicines as set out under Your Cover above.*
- 5 *liability arising in connection with any premises where surgical operations are carried out.*
- 6 *liability incurred by any principal, director, partner or Employee of the Policyholder while working in a professional capacity as a medical or dental practitioner.*
- 7 *liability arising directly or indirectly from diagnosis other than diagnosis by a qualified registered nurse.*
- 8 *liability arising from medical malpractice except as specifically provided under Exception 7 or the administration of any drugs and medicines including controlled drugs as set out above under Your Cover.*
- 9 *liability for fines, liquidated damages or amounts under any penalty clause.*
- 10 *liability directly or indirectly caused by or 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 or Contamination which arises out of one event shall be deemed to have occurred at the time such event takes place.
- 11 *liability for punitive damages and/or exemplary damages and/or aggravated damages.*  
*and/or additional damages resulting from the multiplication of compensatory damages.*
- 12 *liability in connection with or directly or indirectly caused by an act of Terrorism.*
- 13 *liability in connection with or directly or indirectly caused by asbestos or any materials containing asbestos in whatever form or quantity.*
- 14 *liability directly or indirectly caused by non-ionic radiation including but not limited to Electro Magnetic Fields and/or Electro Magnetic Interference.*

## Claims Settlement

### 1. Limits of Indemnity

The Insurer's liability for all damages in any one Period of Insurance will not exceed in the aggregate the amount shown in the Schedule.

2. The Insurer will be entitled at any time to pay to you the amount specified as the limit of indemnity (after the deduction of any sum or sums already paid as damages) or any lesser amount for which any claim or claims can be settled. Upon such payment, the Insurer may relinquish conduct and control of such claim or claims except for expenses of litigation recoverable and will be under no further liability in connection with such claim or claims except for other costs and expenses incurred with its written consent prior to the date of such payment.

# Section 11 – Legal Expenses

Your Schedule will show if this Section has been chosen

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

- Appointed Advisor** – the solicitor, accountant, mediator or other advisor appointed by Us to act on behalf of an Insured Person.
- Collective Conditional Fee Agreement** – a legally enforceable agreement entered into on a common basis between the Appointed Advisor and Us to pay their professional fees on the basis of 100% “no-win no-fee”.
- Conditional Fee Agreement** – a legally enforceable agreement between the Insured Person and the Appointed Advisor for paying their professional fees on the basis of 100% “no-win no-fee”.
- Employee** – a worker who has or alleges they have entered into a contract of service with the Insured.
- Insured** – the Care Home business named in the Schedule, including any subsidiary and/or associated companies for which a premium has been paid.
- Insured Person** –
1. the Insured, the Insured’s directors, partners, managers, officers and Employees;
  2. the estate, heirs, legal representatives or assigns of any persons stated in 1. in the event of such person dying;
  3. a person declared to Us, who is contracted to perform work for the Insured, who in all other respects the Insured has arranged to insure on the same basis as their Employees and who performs work under the Insured’s supervision.
- Insurer** – AmTrust Europe Limited.
- Legal Costs & Expenses** –
1. reasonable legal costs and disbursements reasonably and proportionately incurred by the Appointed Advisor on the standard basis and agreed in advance by Us. The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44;
  2. in civil claims, other side’s costs, fees and disbursements where the Insured Person has been ordered to pay them or pays them with Our agreement;
  3. reasonable accountancy fees reasonably incurred under Insured Event 11.4 Tax Protection by the Appointed Advisor and agreed by Us in advance;
  4. the Insured Person’s basic wages or salary under Insured Event 11.9 Loss of Earnings in the course of their employment with the Insured while attending court or tribunal at the request of the Appointed Advisor or whilst on jury service where the Insured does not pay for time lost and lost wages or salary cannot be claimed back from the court or tribunal;
  5. the professional fees and expenses of an Appointed Advisor selected by Us to reduce the actual adverse or negative publicity or media attention directed towards the Insured under Insured Event 11.14 – Crisis communication.
- Period of Insurance** – the period shown in the Schedule to which this Policy attaches.
- Reasonable Prospects of Success** –
1. other than as set out in 2. and 3. below, a greater than 50% chance of the Insured Person successfully pursuing or defending the claim and, if the Insured Person is seeking damages or compensation, a greater than 50% chance of enforcing any judgement that might be obtained;
  2. in criminal prosecution claims where the Insured Person
    - (a) pleads guilty, a greater than 50% chance of reducing any sentence or fine or
    - (b) pleads not guilty, a greater than 50% chance of that plea being accepted by the court;
  3. in all claims involving an appeal, a greater than 50% chance of the insured being successful. Where it has been determined that reasonable prospects of success do not exist, the Insured Person shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.
- Small Claims Court** –
1. 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;
  2. a court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) Act 2014;
  3. a court in Northern Ireland where the sum in dispute is less than £3,000.
- Territorial Limit** – the United Kingdom, Channel Islands and Isle of Man.
- Time of Occurrence** –
1. for a civil claim shall be the date of;
    - (a) the event, or
    - (b) the first in a series of events that arise from the same original cause that leads to a claim;
  2. for criminal cases – the date the Insured Person began, or is alleged to have begun, to commit an offence;

## Section 11 continued

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3. for HMRC enquiries and compliance disputes – the date the Insured Person disagrees with the outcome of an HMRC Internal Review where the matter is appealable; or otherwise the date when the Insured Person receives notification of the enquiry, or when a non-compliance is raised by the HMRC;
4. for an appeal against the terms imposed by a Statutory Notice – the date the Insured received the Statutory Notice;
5. for investigations or disciplinary hearings by a professional or regulatory body – the date the Insured Person is alleged to have committed a regulatory breach or act of misconduct;
6. for an appeal against the decision of a licensing or registration authority – the date the Insured Person became aware of the relevant authority’s decision against which they wish to appeal;
7. for Crisis communication – the date of publication of material that could cause damage to the Insured’s business reputation.

**We/Us/Our**

ARAG plc.

### Your Cover

The Insurer will indemnify the Insured Person’s Legal Costs & Expenses including the cost of appeals (and compensation awards under Insured Event 11.2 Employment Compensation Awards subject to an annual aggregate limit of £1,000,000) up to the Limit of Indemnity specified in the Schedule for all claims related by time or originating cause subject to all of the following requirements being met.

1. The Insured has paid the insurance premium.
2. The Insured Person keeps to the terms of this Section and cooperates fully with Us.
3. The Insured Event arises in connection with the Insured’s care home business shown in the Schedule to which this Section attaches.
4. The claim
  - (a) always has Reasonable Prospects of Success and
  - (b) is reported to Us as soon as the Insured first becomes aware of circumstances which could give rise to a claim.
5. The Time of Occurrence falls within the Period of Insurance and the Insured Event happens within the Territorial Limits.
6. Unless there is a conflict of interest, the Insured Person always agrees to use the Appointed Advisor chosen by Us in any claim
  - (a) to be heard by the Small Claims Court or an Employment Tribunal and/or
  - (b) before proceedings have been or need to be issued.
7. Any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licensing body within the Territorial Limit.

A claim is considered to be reported to Us when We have received the Insured Person’s fully completed claim form.

### Insured Events Covered

#### 11.1 Employment

A dispute between the Insured and the Insured’s Employee, ex-Employee, or a prospective Employee, arising from a breach or an alleged breach of their

- (a) contract of service with the Insured and/or
- (b) related legal rights.

A claim can be made under Section 11 provided that all internal procedures as set out in the

- (a) ACAS Code of Practice for Disciplinary and Grievance Procedures, or
  - (b) Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland
- have been or ought to have been concluded.

#### Exceptions to 11.1

*Any claim arising from or relating to:*

1. *the pursuit of an action by the Insured other than an appeal against the decision of a court or tribunal;*
2. *redundancy, alleged redundancy or unfair selection for redundancy, occurring during the first 180 days from the start of cover under Section 11, except where the Insured had equivalent cover in force up until the start of this Section;*
3. *Legal Costs & Expenses for preparation and representation at an internal disciplinary hearing, grievance or appeal 4;*
4. *a pension scheme where actions are brought by 10 or more employees or ex-employees.*

#### 11.2 Employment Compensation Awards

Following a claim We have accepted under Insured Event 11.1 Employment, the Insurer will pay any

- (a) basic and compensatory award;
- (b) Employment Tribunal fees under Schedule 3 of the Employment Tribunals and the Employment Appeal Tribunal Fees Order 2013 awarded against the Insured by a tribunal;
- (c) an amount agreed by Us in settlement of a dispute.

Provided that compensation is:

- (a) agreed through mediation or conciliation or under a settlement approved by Us in advance or
- (b) awarded by a tribunal judgment after full argument unless given by default.



### Exceptions to 11.2

Compensation awards or settlements relating to:

1. money due to an Employee under a contract or a statutory provision relating thereto;
2. trade union membership or non-membership, industrial or labour arbitration, collective bargaining agreements or trade union recognition;
3. civil claims or statutory rights relating to trustees of occupational pension schemes.

### 11.3 Employment Restrictive Covenants

(a) A dispute between the Insured and an Employee or ex-Employee which arises from the latter's breach of a restrictive covenant where the Insured is seeking financial remedy or damages.

Provided that the restrictive covenant

- (i) is designed to protect the Insured's legitimate business interests, and
  - (ii) is evidenced in writing and signed by the Employee or ex-Employee, and
  - (iii) extends no further than is reasonably necessary to protect the Insured's business interests, and
  - (iv) does not contain restrictions in excess of 12 months.
- (b) A dispute with another party who alleges that the Insured has breached their legal rights protected by a restrictive covenant.

### 11.4 Tax Protection

(a) A formally notified enquiry into the Insured's tax affairs, or into the personal tax affairs of the Insured's directors and/or partners.

(b) A dispute about the Insured's compliance with regulations relating to:

- (i) Value Added Tax, or
- (ii) Pay As You Earn, or
- (iii) Social Security, or
- (iv) National Insurance Contributions, or
- (v) the Construction Industry Scheme, or
- (vi) IR35 following a compliance check by HM Revenue & Customs.

(c) An enquiry into the Insured's tax affairs, or into the personal tax affairs of the Insured's directors and/or partners, arising from an alleged discovery by HM Revenue & Customs.

Provided that:

- (a) all returns are completed and have been submitted within the statutory timescales permitted; and
- (b) the Insured keeps proper records in accordance with statutory requirements; and
- (c) in respect of any appealable matter the Insured has requested an Internal Review from HM Revenue & Customs where available.

### Exceptions to 11.4

Any claim arising from or relating to:

1. tax returns which result in HM Revenue & Customs imposing a penalty or which contain careless and/or deliberate misstatements;
2. an investigation by the Fraud Investigation Service of HM Revenue & Customs;
3. circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the Insured Person's financial arrangements;
4. any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland;
5. the Insured's failure to register for VAT.

### 11.5 Property

A dispute relating to material property which the Insured owns or is the Insured's responsibility:

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

### Exceptions to 11.5

Any claim arising from or relating to:

1. a contract between the Insured and a third party except for a claim under 11.5(c);
2. goods in transit or goods lent or hired out;
3. compulsory purchase, demolition restrictions, controls or permissions placed on land or property by any government, local or public authority;
4. a dispute with any party other than the party who caused the damage, nuisance or trespass.

### 11.6 Commercial Lease Disputes

A dispute with the Insured's business tenant that arises under the terms of a written commercial lease agreement which the Insured

- (a) granted under the Landlord & Tenant Act 1954 provided that where the dispute arises from or relates to renewal of a lease agreement or the granting of a new business tenancy;
  - (i) Reasonable Prospects of Success exist to oppose the tenant's right to renew the tenancy under Section 30(1) of the Landlord and Tenant Act; and
  - (ii) the Insured can demonstrate that they have served the correct legal notice to terminate on the tenant in the prescribed form before the tenant has served the Insured with a request for a new tenancy, or
- (b) contracted out of the Landlord & Tenant Act 1954 provided that;
  - (i) the Insured has correctly served the necessary legal notice on the tenant and
  - (ii) the tenant has made the relevant declaration and
  - (iii) the lease is noted accordingly.

# Section 11 continued

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## **Exception to 11.6**

*Any dispute that arises from a disagreement with the Insured's tenant over payment or non-payment of rent and or service charges.*

## **11.7 Tenancy Disputes**

A dispute with the Insured's landlord that arises from a written commercial lease agreement, provided that where the dispute arises from or relates to renewal of a lease agreement or the granting of a new business tenancy, the Insured can demonstrate that they have correctly served notice to renew the tenancy in the prescribed form unless the parties have correctly contracted out of the Landlord & Tenant Act 1954.

## **Exception to 11.7**

*Any dispute that arises from a disagreement with the Insured's tenant over payment or non-payment of rent and or service charges.*

## **11.8 Legal Defence**

(a) A criminal investigation and/or enquiry by:

- (i) the police or
- (ii) a health & safety authority or
- (iii) other body with the power to prosecute

where it is suspected that an offence may have been committed that could lead to the Insured Person being prosecuted.

(b) An offence or alleged offence which leads to the Insured Person being prosecuted in a court of criminal jurisdiction.

(c) A motor prosecution brought against the Insured's directors and/or partners that arises from the use of any vehicle for personal, social or domestic purposes or to commute to or from the Insured's business.

## **Exception to 11.8**

*Any claim relating to a parking offence.*

## **11.9 Compliance and Regulation**

(a) The Insured's receipt of a Statutory Notice that imposes terms against which they wish to appeal.

(b) Notice of a formal investigation or disciplinary hearing by the

- (i) Care Quality Commission in England,
- (ii) Care and Social Services Inspectorate in Wales,
- (iii) Social Care and Social Work Improvement Scotland,
- (iv) Regulation and Quality Improvement Authority in Northern Ireland
- (v) or other relevant professional or regulatory body.

(c) A civil action alleging wrongful arrest arising from an allegation of theft.

(d) A claim against the Insured for compensation under Section 13 of the Data Protection Act 1998 including compensation awarded against the Insured provided that they are registered with the Information Commissioner

## **Exceptions to 11.9**

*Any claim arising from or relating to:*

1. *the pursuit of an action by the Insured other than an appeal;*
2. *a routine inspection by a regulatory authority;*
3. *a Health and Safety Executive Fee for Intervention.*

## **11.10 Statutory Licence Appeals**

An appeal against a decision by the relevant authority to alter, suspend, revoke or refuse to renew the Insured's statutory licence or compulsory registration.

## **11.11 Loss of Earnings**

The Insured Person's absence from work to attend court, tribunal, arbitration, regulatory proceedings or a professional body's disciplinary hearing at the request of the Appointed Advisor or whilst on jury service which results in loss of earnings.

## **Exception to 11.11**

Any sum which can be recovered from the court or tribunal.

## **11.12 Employees' Extra Protection**

At the Insured's request;

(a) where civil proceedings are issued against an Employee:

- (i) for unlawful discrimination;
- (ii) in their capacity as a trustee of a pension fund set up for the benefit of the Insured's Employees;
- (iii) where an Employee or a member of their family suffers physical bodily injury or death as a result of a sudden event;
- (iv) a claim arising from personal identity theft targeted at the Insured's directors and/or partners.

## **Exceptions to 11.12**

*Any claim arising from or relating to:*

1. *defending the Insured;*
2. *a condition, illness or disease which develops gradually over time.*

### 11.13 Contract & Debt Recovery

A breach or alleged breach of an agreement or alleged agreement which has been entered into by or on behalf of the Insured relating to the purchase, hire, hire purchase, lease, servicing, maintenance, testing, sale or provision of goods or services, provided that if the Insured is claiming for an undisputed debt they have exhausted their normal credit control procedures.

#### Exceptions to 11.13

*Any claim arising from or relating to:*

1. an amount which is less than £200;
2. a dispute arising from a lease or tenancy agreement;
3. the sale or purchase of land or buildings;
4. loans, mortgages, endowments, pensions or any other financial product;
5. computer hardware, software, internet services or systems which
  - (a) have been supplied by the Insured or
  - (b) have been tailored to the Insured's requirements;
6. a breach or alleged breach of a professional duty by an Insured Person;
7. the settlement payable under an insurance policy;
8. a dispute relating to an Employee or ex-Employee;
9. adjudication or arbitration.

### 11.14 Crisis Communication

Following an event which causes the Insured significant adverse publicity or reputational damage which is likely to have a widespread financial impact on the business, We will:

- (a) liaise with the Insured and their solicitor (whether the solicitor is an Appointed Advisor under this Policy, or acts on the Insured's behalf under any other policy) to draft a media statement or press release and/or
- (b) prepare communication for the Insured's staff/customers/ suppliers and/or a telephone or website script or social media messaging and/or
- (c) arrange, support and represent an Insured Person at an event which media will be reporting
- (d) support the Insured by taking phone calls/emails and managing interaction with media outlets
- (e) support and prepare the Insured for media interviews provided that they have sought and followed advice from Our Crisis Communication helpline

#### Exceptions to 11.14

*Any claim arising from or relating to:*

1. matters that should be dealt with through the Insured's normal complaints procedures;
2. a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast;
3. Legal Costs & Expenses in excess of £10,000.

### Exceptions to Section 11

This Section does not cover the Insured Person in respect of any claim arising from or relating to:

1. Legal Costs & Expenses or Compensation Awards incurred without Our consent;
2. any actual or alleged act, omission or dispute happening before, or existing at the start of this Section and which the Insured Person knew or ought reasonably to have known could lead to a claim;
3. an allegation against the Insured and/or an Employee involving:
  - (a) assault, violence or dishonesty,
  - (b) malicious falsehood,
  - (c) the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene material,
  - (d) illegal immigration,
  - (e) offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences).
4. defending a claim in respect of damages for personal injury (other than injury to feelings in relation to 11.1 Employment), or loss or damage to property owned by an Insured Person;
5. fines, penalties, punitive damages or compensation except as covered under 11.2 Employment Compensation Awards or the Data Protection Act;
6. costs awarded against an Insured Person by a court of criminal jurisdiction following a conviction;
7. patents, copyright, trademarks, 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 agreements;
10. a judicial review;
11. a dispute with Us or the Insurer not dealt with under Condition 6.

### Conditions that apply to Section 11

The following conditions apply in addition to General Conditions shown on pages 35 to 38 of this Policy. Where a condition is specific to this Section it is shown below.

# Section 11 continued

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## 1. The Insured's Responsibilities

An Insured must:

- (a) tell Us immediately of anything that may make it more costly or difficult for the Appointed Advisor to resolve the claim in their favour,
- (b) cooperate fully with Us, give the Appointed Advisor any instructions We require, and keep them updated with progress of the claim and not hinder them,
- (c) take reasonable steps to claim back Legal Costs & Expenses and, where recovered, pay them to the Insurer,
- (d) keep Legal Costs & Expenses as low as possible,
- (e) allow the Insurer at any time to take over and conduct in the Insured's name, any claim.

## 2. Freedom to Choose an Appointed Advisor

- (a) In certain circumstances as set out in 2. (b) below the Insured Person may choose an Appointed Advisor. In all other cases no such right exists and We shall choose the Appointed Advisor.
- (b) If:
  - (i) We agree to start proceedings or proceedings are issued against an Insured Person, or
  - (ii) there is a conflict of interestthe Insured Person may choose a qualified Appointed Advisor except where the Insured Person's claim is to be dealt with by the Employment Tribunal or Small Claims Court where We shall always choose the Appointed Advisor.
- (c) Where the Insured Person wishes to exercise the right to choose, they must write to Us with their preferred representative's contact details. Where the Insured Person chooses to use their preferred representative, the Insurer will not pay more than We agree to pay a solicitor from Our panel. (Our panel solicitor firms are chosen with care and We agree special terms with them including rates which may be lower than those available from other firms.)
- (d) If the Insured Person dismisses the Appointed Advisor without good reason, or withdraws from the claim without Our written agreement, or if the Appointed Advisor refuses with good reason to continue acting for an Insured Person, cover will end immediately.
- (e) In respect of pursuing a claim relating to 11.13 Contract & Debt Recovery the Insured Person must enter into a Conditional Fee Agreement (unless the Appointed Advisor has entered into a Collective Conditional Fee Agreement) where legally permitted.

## 3. Consent

- (a) The Insured Person must agree to Us having sight of the Appointed Advisor's file relating to the Insured Person's claim. The Insured Person is considered to have provided consent to Us or Our appointed agent to have sight of their file for auditing and quality and cost control purposes.
- (b) An Insured Person (other than the Insured) must have the Insured's agreement to claim under this Section.

## 4. Settlement

- (a) The Insurer can settle the claim by paying the reasonable value of the Insured Person's claim.
- (b) The Insured Person must not negotiate, settle the claim or agree to pay Legal Costs & Expenses without Our written agreement.
- (c) If the Insured Person refuses to settle the claim following advice to do so from the Appointed Advisor the Insurer reserves the right to refuse to pay further Legal Costs & Expenses.

## 5. Barrister's Opinion

We may require the Insured Person to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the Insured Person, then the Insurer will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by Us, then the Insurer will pay for a final opinion which shall be binding on the Insured Person and Us. This does not affect the Insured Person's right under Condition 6 below.

## 6. Arbitration

If any dispute between the Insured and Us arises from Section 11, the Insured Person can make a complaint to Us as described on page 2 of the Policy and We will try to resolve the matter. If We are unable to satisfy the Insured Person's concerns and the matter can be dealt with by the Financial Ombudsman Service, the Insured Person can ask them to arbitrate over the complaint as explained on page 2. If the dispute cannot be dealt with by the Financial Ombudsman Service, it can be referred for independent arbitration to a qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred. If We and the Insured Person fail to agree on a suitable person to arbitrate the matter, We will ask the President of the relevant Law Society to nominate. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties.

## 7. Claims tainted by dishonesty

An Insured Person shall at all times be entirely truthful and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that the Insured Person has breached this condition and that the breach has

- (a) affected Our assessment of Reasonable Prospects of Success, and/or
  - (b) prejudiced any part the outcome of the Insured Person's claim
- the Insurer shall have no liability for Legal Costs & Expenses.

## **8. Cancellation**

- (a) The Insured may cancel Section 11
  - (i) within 14 days of the date of its purchase with a full refund of premium paid provided that a claim has not been accepted;
  - (ii) at any other time by giving Us seven day's written notice and the Insurer will refund the a percentage of the premium (and IPT) for the remaining Period of Insurance in accordance with General Condition 8 as shown on page 36; unless a claim has been or is later accepted by Us in which case no refund of premium shall be allowed.
- (b) Where there is a valid reason for doing so, the Insurer has the right to cancel the policy at any time by giving the Insured seven day's written notice. The Insurer will refund the premium for the remaining Period of Insurance in accordance with General Condition 8 as shown on page 36. We will set out the reason for cancellation in writing. Valid reasons may include but are not limited to:
  - (i) where the party claiming under this Section fails to cooperate with or provide information to Us or the Appointed Advisor in a way that materially affects Our ability to process a claim, or Our ability to defend the Insurer's interests,
  - (ii) where the Insured Person uses threatening or abusive behaviour or language, or intimidates or bullies Our staff or suppliers,
  - (iii) where We reasonably suspect fraud.
- (c) The Insurer may also cancel Section 11 and refund the premium for the remaining period of insurance (as described above) if at any time the Insured
  - (i) enters into a voluntary arrangement or a deed of arrangement or
  - (ii) becomes bankrupt, is placed into administration, receivership or liquidation or
  - (iii) has its affairs or property in the care or control of a receiver or administrator.

The Insurer also reserves the right to withdraw indemnity for any claim in the circumstances noted in 8 (c) above.

## **9. Acts of parliament, statutory instruments, civil procedure rules & jurisdiction**

All legal instruments and rules referred to within Section 11 shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation. This Section will be governed by English law.

## **10. Data Protection Act 1998**

It is agreed by the Insured that any information provided to Us and/or the Insurer regarding the Insured will be processed by Us and/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. For our mutual protection and Our training purposes, telephone calls may be recorded.

## **11. 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 Section under the Contracts (Rights of Third Parties) Act 1999.

## **Claims Contact**

If an Insured Person needs to make a claim under Section 11 – Legal Expenses, please call 0117 917 1698 between 9am and 5pm weekdays (except bank holidays) to obtain a claim form or download a form at [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims)

## **Claims Procedures**

The procedure set out in General Conditions 4. Claims Procedure (Policyholder's duties) on page 35 and General Conditions 5. Claims Procedure (Insurer's Rights) on page 36 should be disregarded. The reporting procedure for legal expenses claims is described below and other conditions that apply to how claims are managed are shown as Conditions that apply to Section 11.

If an Insured Person needs to make a claim they must notify ARAG (who administer claims for legal expenses) as soon as possible. Under no circumstances should anyone claiming instruct their own solicitor or accountant as the Insurer will not pay any costs incurred without ARAG's agreement.

The completed claim form and supporting documentation can be submitted to ARAG by email, post or fax. Further details are set out in the claim form itself.

ARAG will write to the Insured Person within five working days of receiving all the information needed to assess the availability of Section 11 cover, either:

- a) confirming acceptance of the claim and advising the next steps to progress matters or
- b) if the claim is not covered, explaining in full the reason why and advising whether they can assist in another way.

## Section 12 – Loss of Registration Certificate

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If you have taken out this optional extension to your Policy, please check that this has been recorded in your Schedule. Cover is operative only if a sum insured is shown.

### Your Cover

#### The Insurer will

- (a) pay or make good the depreciation in the value of your interest in the Premises.
- (b) pay all costs and expenses incurred with its prior written consent in connection with any appeal against the forfeiture of or refusal to renew the registration certificate.

If the registration certificate granted for you to carry on the business as stated at the Premises is:

- (a) forfeited under the provisions of the legislation governing such certificate
- (b) refused renewal by the appropriate authority at the time of renewal

during the period of insurance from a cause beyond your control

### Exceptions

The Insurer will not be liable for loss

- 1. *if you are entitled to obtain or receive compensation under the provisions of any Act of Parliament in respect of the forfeiture or refusal to renew the registration certificate*
- 2. *if the forfeiture or refusal to renew arises out of:*
  - (i) *compulsory purchase or any scheme of town or country planning, improvement or development*
  - (ii) *surrender, reduction or redistribution of registration certificates associated with such schemes*
  - (iii) *the Premises being required for any public purposes.*
- 3. *arising from any alteration in the law affecting the grant, surrender, forfeiture or refusal to renew of registration certificates.*

### Claims Settlement

The Insurer's liability under this section shall not exceed the sum insured shown in the Schedule.

#### Special conditions applying to Section 12.

- 1. You must on becoming aware of any
  - (i) complaint against the Premises or the control of the Premises
  - (ii) proceedings against or conviction of the registration certificate holder, manager, tenant or occupier of the Premises for breach of the relevant regulations or any matter whatsoever whereby the character or reputation of the person concerned is affected or called into question with respect to his honest, moral standing or sobriety
  - (iii) change in the tenancy or management of the Premises
  - (iv) transfer or proposed transfer of the registration certificate
  - (v) alteration in the purpose for which the Premises are used
  - (vi) objection to renewal or other circumstances which may endanger the registration certificate or its renewal

immediately give notice in writing to the Insurer and supply such additional information and give such assistance as the Insurer may reasonably require.

- 2. In the event of the death, bankruptcy, incapacity, desertion of the Premises, or conviction for any offence (where such conviction affects the character or reputation of the convicted person with respect to his honesty, moral standing or sobriety) of the registration certificate holder, manager, tenant or occupier of the Premises, the Policyholder shall, where practicable and at the request of the Insurer produce a suitable person to replace him and one to whom the Registration Authority will transfer the registration certificate or grant the registration certificate by way of renewal.

# Section 13 – Fidelity Insurance

If you have taken out this optional extension to your Policy, please check that this has been recorded in your Schedule. Cover is operative only if this Section is shown as insured in the Schedule.

**For the purpose of this Section the following definitions apply**

**Employee** means a person who has entered into a contract of service or apprenticeship with the Policyholder

**Territorial Limits** means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands

**Date of Acceptance** means:

- (i) the commencement date of this Section  
or
- (ii) the date on which the Employee enters into a contract of service or apprenticeship with the Policyholder whichever is the latest

**Any One Claim** means the limit for any number of losses forming the basis of any one claim **Aggregate Limit of Indemnity** means the limit in the aggregate for all claims during the whole currency of this Policy.

## Your Cover

**The Insurer will indemnify the Policyholder in the terms of this Section against**

1. **loss of money or goods belonging to the Policyholder or held in trust by the Policyholder which results from an act of fraud or dishonesty committed by an Employee after the Date of Acceptance during the currency of this Section and discovered not later than two years after the cessation of employment of the Employee with the Policyholder or the expiry of this Section whichever occurs first**
2. **auditors' fees necessarily incurred with the written consent of the Insurer to substantiate the amount of the claim.**

**Provided that**

- (a) **the act of fraud or dishonesty committed by the Employee and the loss both occur within the Territorial Limit**
- (b) **immediately following the discovery of an act of fraud or dishonesty committed by an Employee the Insurer shall not be liable in respect of any further acts of fraud or dishonesty committed by that Employee**

## Claims Settlement

### 1. Limits of Indemnity

- |                                  |         |
|----------------------------------|---------|
| (a) Any one claim                | £25,000 |
| (b) Aggregate Limit of Indemnity | £25,000 |

Irrespective of the number of years this Section has been in force or may continue to be in force and of the premiums paid or payable the liability of the Insurer shall not be cumulative in amount from year to year and in no case shall exceed the Limit of Indemnity.

### 2. Automatic Reinstatement

Upon discovery of a loss yielding a valid claim under this Section the Aggregate Limit of Indemnity shall be automatically reinstated by the amount of such loss as subsequently ascertained the Policyholder having undertaken to pay the additional premium required by the Insurer. Provided always that the amount by which the Aggregate Limit of Indemnity is reinstated shall only apply to acts committed subsequent to the date of such reinstatement.

3. The Insurer shall not be liable for any loss of interest or any loss of a consequential nature.
4. All monies which but for the fraud or dishonesty of the Employee would become payable to him by the Policyholder shall be deducted from the amount of the loss before a claim is paid under this Section.

Where a loss under the Policy exceeds the Limit Any One Claim the Policyholder shall have sole benefit of any recovery (excluding insurance reinsurance or any counter security taken by the Insurer) until his own uninsured loss is extinguished.

5. The Insurer shall be entitled to prosecute in the name of the Policyholder but for the Insurer benefit all claims and rights of action of the Policyholder in respect of any act of fraud or dishonesty which is the subject of a claim under this Section and the Policyholder shall give all such information and assistance as the Insurer may require.

## Statement of Check and Supervision

The terms of this Section require the checks detailed below to be in full operation at all times.

### 1. References

In respect of any Employee engaged on or after the Commencement Date of this Section you will obtain independently of the Employee satisfactory written answers to full enquiries about the Employee's character and activities during the whole of the three years immediately prior to engagement.

If there is any lack of response to any enquiry or the response to any enquiry is such as should reasonably raise doubt or suspicion as to the honesty of the Employee and you continue to employ that person you will submit full details to us.

### 2. Payments

All instruments for the bank account(s) will bear two manuscript signatures. Supporting vouchers will be examined against the instrument in all cases by the signatories irrespective of the amount of the instrument.

# Section 13 continued

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3. **Salaries/Wages**

- (i) there will be a division of duties so that no Employee both compiles the payroll and makes wage payments  
or  
there will be a three-monthly check of the payroll independently of the persons responsible for the payroll to prevent the inclusion of fictitious names and enhanced payments.
- (ii) the cast of the payroll will be subject to an independent check to ensure that the total amount drawn is correct.

4. **Banking**

All monies cheques and postal orders received or collected by Employees will be remitted and/or banked in full on day of receipt or next banking day. There will be a weekly physical check on the bank paying-in slips and bank statements independently of the Employees respectively responsible.

5. **Cash Book**

Cash book entries will be subject to at least monthly physical checks against bank statements, bank paying-in slip, receipt counterfoils and vouchers and the balance tested with cash and unrepresented cheques independently of the Employees respectively responsible.

6. **Stock**

All stocks will be subject to physical checks against verified stock records independently of the Employees respectively responsible.

	Maximum period between
Wines spirits beers	one month
All other stock	six months

Responsibilities for

- (i) ordering goods or services
- (ii) recording receipt of goods or services
- (iii) authorising payment for goods or services will be exercised by separate employees.

7. **Statement of Account**

Statements of Account for all sums due will be issued at least monthly and direct to customers independently of employees receiving or collecting monies cheques or postal orders with management action being taken before the account is three months overdue.

8. **Audit**

There will be an annual professional audit.



# Section 14 – Personal Accident

If you have taken out this optional extension to your Policy, please check that this has been recorded in your Schedule. Cover is operative only if this Section is shown as insured in the Schedule.

**For the purpose of this Section the following definitions apply:**

**Bodily Injury** means injury caused by accidental means and includes death or disablement as a result of drowning, gassing or exposure of the Insured Person to the elements, but does not include sickness or disease or any naturally occurring condition or degenerative process or the result of any gradually operating cause.

**Loss of a limb** means the permanent total loss of use of or physical severance at or above the wrist or ankle of a hand or a foot.

**Loss of an eye** means total and irrecoverable loss of sight.

**Permanent Total Disablement** means permanent and total disablement preventing the Insured Person from engaging in or giving attention to profession or occupation of any kind.

**Temporary Total Disablement** means disablement preventing the Insured Person from engaging in or giving attention to the whole of the Insured Person's usual occupation.

**Insured Person** means all the Principal(s) and every full time and part-time employee of the Policyholder.

## Your Cover

**If an Insured Person sustains accidental bodily injury during the Operative Time as stated in the Schedule the Insurer will – for each Unit that is insured as stated in the Schedule – pay to the Policyholder or his legal representatives the amount stated in the Table of Benefits.**

## Exceptions

The Insurer shall not pay benefit for Bodily Injury consequent upon

- the Insured Person engaging in flying other than as a passenger, parachuting, mountaineering or rock climbing necessitating the use of ropes or guides, pot-holing, winter sports other than curling or skating, ice-hockey, aqualung diving, water ski-jumping, hunting, showjumping, steeplechasing, polo, rugby football, motorcycling as driver or passenger, motor competitions, racing or any practice for racing other than swimming or on foot, yachting outside territorial waters or the use of power driven woodworking machinery.*
- due to the Insured Person being affected by drugs unless taken in accordance with medical prescription or direction but not for the treatment of drug or alcohol addiction*

## Table of Benefits

1. Death		<b>1 Unit</b> £5,000
2. Loss of one or more limbs or one or both eyes or one limb and one eye	}	occurring within 24 months of the Bodily Injury
3. Permanent Total Disablement	}	£5,000
4. Temporary Total Disablement	}	per week £50

## Claims Settlement

- Benefit shall not be payable in respect of any one Insured Person under more than one of the Clauses 1 - 3 inclusive in the Table of Benefits in connection with the same injury.
- The benefit under Clause 4 in the Table of Benefits shall not be payable for more than 104 week in respect of any one accident.
- The total benefit payable per week for Temporary Total Disablement in respect of any one Insured Person shall not exceed their average weekly wage.

# Section 15 – Computer

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If you have taken out this optional extension to your Policy, please check that this has been recorded in your Schedule.

**For the purpose of this Section the following definitions apply:**

**Computer Equipment** means all parts of the electronic data processing installation at the Premises.

**Breakdown** means damage to an item of property resulting from the actual breaking distortion or electrical burn-out of any part of it whilst in use arising from defects in the item of property causing sudden stoppage of its function and requiring its repair or replacement.

**Accidental Damage** means sudden and unforeseen loss of or material damage to an item of property resulting from any cause not excluded elsewhere in this Section.

## The Property Insured

### Item 1

**Computer** and peripheral equipment owned, leased, rented or for which the Policyholder is responsible while at the Premises.

### Item 2

**Tapes**, disk packs and any other data bearing material while at the Premises and any other premises in Great Britain, Northern Ireland, Isle of Man or Channel Islands used by the Policyholder for the purpose of the Business including while in transit thereto and therefrom.

## Your Cover

**The Insurer will indemnify the Policyholder against:**

- (a) **Breakdown of the Property Insured** due to the negligence of the Policyholder which is not recoverable under the terms of the manufacturer's guarantee and subsequently of the maintenance agreement with the manufacturer or the manufacturer's appointed agents
  - **provided that the Policyholder maintains in force a maintenance agreement on the computer and peripheral equipment providing free parts and labour.**
- (b) **Accidental Damage to the Property Insured.**

## Exceptions

**This Section does not cover:**

1. *the cost of reinstatement of data*
2. *consequential loss or liability of any nature whatsoever*
3. *the cost of adjustment or rectification of derangement unless necessitated by damage insured herein*
4. *any consequence of derangement of any part of an item of property not accompanied by material damage insured by this Section.*
5. *any consequence of dismantling and erection unless occurring during any process of adjusting cleaning or repairing carried out solely at the Premises.*
6. *Loss or destruction or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from pollution or contamination except (unless otherwise excluded):*
  - (a) *pollution or contamination which itself results from destruction of or damage to the property insured by a Defined Peril*
  - (b) *a Defined Peril which itself results from pollution or contamination.*

The words "Defined Peril" shall have the same meaning as in Section 1.
7. *the first £50 of each and every occurrence of accidental damage or breakdown.*

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## Claims Settlement

### 1. **Limit of Indemnity**

The Insurer's liability under this Section shall not exceed in any one period of insurance the limit of indemnity shown in the Schedule.

### 2. **Basis of Settlement**

The basis upon which indemnity is calculated shall be the reinstatement of the property.

For this purpose "reinstatement" means the replacement of the property by similar equipment in a condition equal to but not better than its condition when new.

### 3. **Special Conditions**

- (a) Reinstatement must be completed within twelve months after the loss or damage or within such further time as the Insurer may, during those twelve months, allow in writing provided that the Insurer's liability is not increased as a result.
- (b) Until the cost of reinstatement has been actually incurred, no payment shall be made beyond the value of the property at the time of the loss or damage.
- (c) If any occurrence takes place which may result in a claim, the use of any damaged property must be discontinued until the Insurer agrees otherwise or until the property has been repaired.

## Extension

### 15.1 **Reinstatement of Data**

This Extension operates only if it is shown in the Schedule as insured.

The Insurer will indemnify the Policyholder against the cost of reinstating data on to data bearing material provided that the loss of the data is directly caused by Accidental Damage or Breakdown.

Such information may be produced in an updated form if the cost of doing so is not greater than that of reinstatement in the original form.

*The Extension excludes:*

- (a) *loss or distortion of information on data bearing materials due to defects in such data bearing materials*
- (b) *consequential loss of any kind whatsoever.*

The liability of the Insurer under this Extension shall not exceed the sum insured shown in the Schedule.

### 15.2 **Portable/Laptop Computers and Tablet Devices**

This Extension operates only if it is shown in the Schedule as insured.

The Insurer will indemnify the Policyholder against Accidental Damage to portable/laptop computers and tablet devices anywhere in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands whilst used by the Policyholder for the purpose of the Business.

The Insurer will not indemnify the Policyholder in respect of loss by theft from any unattended vehicle.

The liability of the Insurer under this Extension shall not exceed the sum insured shown in the Schedule.

# General Exceptions

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The Insurer shall not be liable in respect of :

1. **Injury etc. outside the U.K.**

*Injury, loss or damage arising elsewhere than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, except as expressly provided under Section 8 (Employer's Liability), Section 9 (Public Liability) or Section 10 (Treatment).*

2. **Consequential Loss/Damage**

*Any consequential loss or damage of any kind except as insured by Section 2 (Business Interruption) and Section 9 (Public Liability).*

3. **Property Otherwise Insured**

*Loss or damage to any property (including money) insured under any other policy effected by or on behalf of the Policyholder.*

4. **Supersonic Aircraft**

*Loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds. This exception does not apply to Section 8 (Employer's Liability).*

5. **War Risks**

*Any consequence of war, invasion, act of foreign enemy, hostilities, (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power. This exception does not apply to the insurance for Section 8 (Employer's Liability).*

6. **Terrorism**

(a) Loss destruction or damage or business interruption 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) Loss destruction or damage or business interruption 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 loss destruction or damage or business interruption 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 loss destruction or damage or business interruption is not covered by this Policy the burden of proving that such loss destruction or damage or business interruption is covered shall be upon the Insured

This Exception does not apply to Section 8 (Employer's Liability)

7. **Nuclear Contamination**

(a) *Loss or destruction of or 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 or nuclear fuel:*

(ii) *the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof*

This exception does not apply to Section 8 (Employer's Liability).

8. **Water Table Level**

*Loss or destruction or damage attributed solely to change in the water table level.*

This exception does not apply to Section 9 (Public Liability).

9. **Date Change Exception**

This policy does not provide cover in respect of any:-

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 Policyholder and/or

2. liability for damages attaching to the Policyholder or any associated costs relating thereto

directly or indirectly caused by or contributed to by 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 Policyholder or not, to:-

(a) recognise correctly or treat any date as its true calendar date and/or

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

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

(ii) 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, theft, 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) 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, this exception shall not apply to the Employers' Liability, Personal Accident or Fidelity Sections of the policy.

# General Conditions

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## 1. Breach of Duty of Fair Representation

If the Insurer becomes aware that the Policyholder 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 Policyholder carelessly provided false or misleading information or failed to disclose important information it could adversely affect the Policyholder'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 Policyholder 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 Policyholder'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.

## 2. Precautions

The Policyholder shall:

- (i) take all reasonable precautions to safeguard the property insured against loss or damage, and to prevent injury, illness, loss or damage;
- (ii) exercise reasonable care in the selection and supervision of employees;
- (iii) take all reasonable steps to comply with all statutory and other obligations and regulations imposed by any authority.

## 3. Changes in Facts relating to Policyholder, Business and Premises including Unoccupancy

- (i) All changes in facts relating to the Policyholder, Business and Premises must be advised to the Insurer by the Policyholder.
- (ii) This insurance shall cease if:

- (a) the Business be wound up or carried on by a liquidator or receiver or permanently discontinued or
- (b) the Policyholder's interest ceases otherwise than by death or
- (c) the Premises become unoccupied and/or cease to have any Residents or
- (d) the Policyholder 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 commencement of this insurance unless its continuance be admitted by memorandum.

## 4. Claims Procedure (Policyholder's duties)

It is a condition precedent to liability that the Policyholder 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 Treatment bodily injury claims the Policyholder 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 Policyholder 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 Treatment 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 Business Interruption
    - (iii) 14 days of the discovery of any act or acts of fraud or dishonesty in respect of a claim under Fidelity Insurance 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 Policyholder 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
  - (f) The Policyholder should discontinue the use of any damaged Computer Equipment unless the Insurer has authorised otherwise until such property shall have been repaired to the satisfaction of the Insurer.

# General Conditions continued

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## 5. Claims Procedure (Insurer's Rights)

On the happening of any event which may give rise to a claim under this Policy, the Insurer shall be entitled to:

- (i) enter the building where the loss or damage has occurred and take and keep possession of the property insured and to deal with the salvage in a reasonable manner. This Policy shall be proof of leave and licence for such purpose. No property may be abandoned to the Insurer
- (ii) exercise sole conduct and control of any claim and related legal proceedings and the Policyholder shall not negotiate, admit liability or make any promise, offer or payment without the Insurer's written consent
- (iii) prosecute in the name of the Policyholder and/or person claiming to be indemnified, but for the Insurer's benefit, any claim for compensation or indemnity.

## 6. Fraud

All the benefit under the Policy shall be forfeited if any claim were in any respect fraudulent or intentionally exaggerated and/or if any loss destruction or damage were occasioned by the wilful act or with the connivance of the Policyholder.

## 7. Contribution

The Insurer will not be liable for more than its rateable proportion of any claim arising under this Policy (excluding Sections 5 and 13) if at the time of the event causing the claim the Policyholder is insured by any other policy wholly or partly covering the same property or liability. If any other such policy is subject to a provision wholly or partly excluding it from ranking concurrently with this Policy, or from contributing rateably, the Insurer will not be liable to contribute to the claim except in respect of any excess beyond the amount which would be payable under such other policy.

## 8. Cancellation

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

The Policyholder 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.

### Date of notification of Cancellation

### Percentage of the current Premium plus IPT returned

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 Policyholder under a new Policy.

## 9. Arbitration

Provided that liability for a claim has been admitted, any dispute as to the amount to be paid shall be referred to an arbitrator to be appointed by the parties in accordance with the relevant statutory provisions in force at the time. The making of an award shall be a condition precedent to any right of action against the Insurer.

## 10. Instalment Premium Payments

Where reference is made to the payment of premium such reference includes the Policyholder having agreed to pay under an instalment plan. If the Insurer has agreed to accept the first premium, or any subsequent premiums by instalment, the Policy remains an annual contract and, if any premium instalment is not received on or before its due date, then all unpaid premium instalments and service fees become immediately due. Should the full premium and service fee not be paid within 7 days of the Insurer giving written notice of non-payment, the Policy will be cancelled immediately upon expiry of such notice.

Following such cancellation, the Insurer will, unless a claim has already been made during the current period of insurance, refund any balance of premium paid, after deduction of an appropriate charge for the insurance provided to the date of cancellation.

## 11. Company Records

It is a condition precedent to liability that:

1. The Policyholder's book of accounts or other business books or records including computerised database/records in which customer's accounts are shown be kept in fire-resisting cabinets when not in use.
2. The Policyholder shall make duplicate copies/take backup of all computer systems records daily and that such copies 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 Policyholder.
3. All the keys or combination codes of the safe(s) be removed from the premises except while the Policyholder or an authorised employee is actually therein. In the event that the keyholder or authorised person leaves the services of the Policyholder for any reason whatsoever the keys and codes of doors and safes and computer systems would have to be immediately changed.

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## 12. Felt Roof Condition

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 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.

## 13. Electrical Inspection

It is a condition precedent to liability that:

1. 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.
2. Any faults revealed by such inspection have been or (in relation to future inspections) will be immediately rectified.
3. The Policyholder must produce a certificate confirming the above to the Insurer within a period of 30 days of being so requested.

## 14. Portable Heaters

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.

## 15. Minimum Security Requirements

The Insurer shall not be liable in respect of loss or damage by or in consequence of theft or attempted 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:

1. All external doors of the Premises together with internal doors which give access to any part of the building not occupied by the Policyholder must be fitted and secured with one of the following:
  - (a) 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
  - (b) a five or more lever close shackle padlock and matching locking bar fitted in accordance with the manufacturers instructions
  - (c) 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
  - (d) 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
  - (e) two key operated locking mechanisms or one key operated locking mechanism together with
    - (i) 300mm tower bolts fitted top and bottom internally or
    - (ii) steel or timber cross bars fitted internally
  - (f) 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.
2. All outward opening external doors and internal doors which give access to any part of the building not occupied by the Policyholder must be fitted and secured with hinge bolts top and bottom.
3. Any steel or aluminium roller shutters should be secured by at least two of the following:
  - (a) integral locking mechanism fitted to bottom rail of shutter
  - (b) proprietary guide mounted locking system (pinlocks)
  - (c) a five or more lever close shackle padlock and matching locking bar fitted in accordance with the manufacturers' instructions.
4. 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.

## 16. Cooking

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

## General Conditions continued

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- (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.



# General Extensions

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## 1. Domiciliary Care

Only applicable if indicated in the Schedule where the The Business description is: **Care Home and provider of Domiciliary Care**

The Policy is extended to include Domiciliary Care as provided by Employees of the Policyholder operating from the Care Home Premises stated in the Schedule.

In respect of **Section 1 – Building and Contents – Extension 1.3** Temporary Removal extends subject to its terms and limitations to include Property removed from the Premises for the purpose of providing Domiciliary Care. Subject otherwise to the terms Conditions and Exceptions to the Policy.

### **Exception to General Extension 1 – Domiciliary Care**

Under Section 9 – Public Liability – the Policyholder is responsible for the first £250 of each and every claim for loss of or damage to Property.

### **Definition applicable to General Extension 1 – Domiciliary Care:**

#### **Domiciliary Care**

The provision of personal care of Service Users in their own homes for persons who by reason of illness, infirmity or disability are unable to provide it for themselves without assistance.

## 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.araglegal.co.uk](http://www.araglegal.co.uk)

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 9.00am-5.00pm 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.

#### All the 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**





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