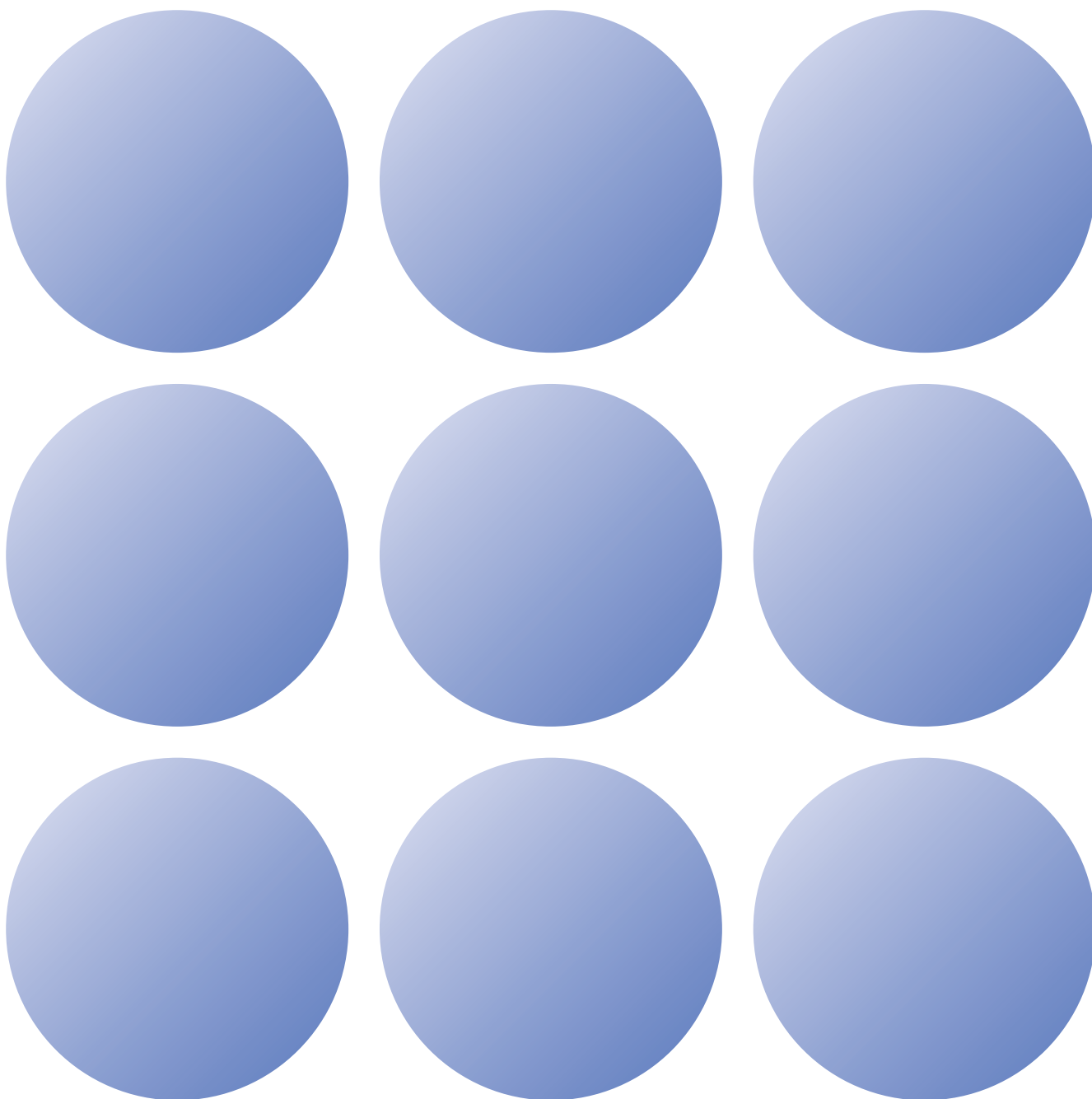


Here to help your world.
Zurich HelpPoint®



Shop
Policy document



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A warm welcome to Zurich

Thank you for taking out your Shop policy with *us* and welcome to Zurich Insurance plc.

Zurich Insurance plc is a member of the insurance-based financial services provider Zurich Financial Services Group (Zurich). Zurich has a global network of subsidiaries and offices in North America and Europe as well as in Asia Pacific, Latin America and other markets. Founded in 1872, the Group is headquartered in Zurich, Switzerland. It employs approximately 60,000 people serving customers in more than 170 countries.

At Zurich *we* have *your* future in mind and look forward to working closely with *you*.

www.zurich.co.uk



Your Shop policy

This policy is a contract between *you* and *us*. *You* have made a proposal to *us* which is the basis of and forms part of this contract.

This policy, insurance agreement, any schedule and endorsements should be read as if they are one document.

We will insure *you* during any period of insurance for which *we* have accepted *your* premium provided always that all the terms and conditions of this policy are kept.

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

Any reference to any statute or statutory instrument will include any modifications or re-enactment.

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

Law applicable to this contract

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

You agree to submit to the exclusive jurisdiction of the English courts.

For and on behalf of Zurich Insurance plc

Stephen Lewis
Chief Executive Officer of Zurich Insurance plc, UK Branch

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

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

How we will use your data

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

Policy administration

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

Claims history

Under the conditions of this policy *you* must tell *us* about any incident or circumstance that might give rise to a claim that would be covered under this policy whether or not it is *your* intention to claim. When *you* tell *us* about an incident, circumstance or claim we will pass information relating to it to the relevant database. We may search these databases when *you* apply for insurance, in the event of any incident or claim or at time of renewal to validate *your* claims history or that of any other person or property likely to be involved in the policy or claim.

Fraud prevention and detection

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

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

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

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

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

Meaning of words

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

Average

If, at the time of the *damage*, the sum insured is less than the full reinstatement value of the property insured the amount *we* will pay will be reduced in proportion to the amount of the underinsurance.

Bodily Injury

Death, injury, illness or disease.

Buildings

The buildings of the *premises* shown in the schedule comprising:

- a) the saleshop and residential accommodation and any outbuildings used in connection with the *business* or for domestic purposes
- b) landlord's fixtures and fittings.

Business

The business shown in the schedule including:

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

Damage

Loss or damage.

Employee

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

- a) anyone who has entered into or works under a contract of service or apprenticeship with *you*
- b) any labour only subcontractor or anyone employed by them
- c) any self-employed person
- d) anyone who is engaged under a Work Experience Scheme or similar scheme
- e) anyone who is hired or borrowed by *you*.

Excess

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

Premises

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

We, Us or Our (This meaning does not apply to section F).

Zurich Insurance plc.

You or Your

The person, people or the company shown in the schedule as the Insured.

Section A – buildings

Property Insured

For the purposes of this section *buildings* includes walls, gates and fences around the *buildings* and belonging to them.

Meaning of words

Words with special meanings in this section are defined on page 6.

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

The cover

Buildings

What is insured

The *buildings* are insured against *damage* caused by the events in paragraph 1-10.

1 Fire, lightning, explosion or earthquake.

2 Theft or attempted theft.

3 Riot or civil, labour or political disturbances or vandals or malicious people.

4 Storm or flood.

5 Escape of water from fixed water apparatus.

We will also pay for *damage* to any fixed water apparatus caused by freezing or forcible or violent bursting.

What is not insured

Damage caused by theft or attempted theft not involving entry to or exit from the *buildings* by forcible and violent means.

Damage caused:

- by theft or attempted theft
- through confiscation, destruction or requisition by order of the Government or any Public Authority.

Damage resulting from stoppage of work.

Damage:

- caused by frost, subsidence, ground heave or landslip
- to gates and fences
- due to a change in the water table level.

What is insured

6 Impact by aircraft or other aerial devices, any vehicle or articles falling from them or by animals.

7 Falling aerials, aerial fittings or masts.

8 Leakage of fuel oil used solely for domestic purposes in connection with the *buildings*.

9 Leakage of beer from fixed tanks, pipes or apparatus.

10 Subsidence, ground heave or landslip.

Provided that *you* must give *us* immediate notice in the event of building, demolition or excavation operations being commenced on any adjoining site. In such event *we* shall have the right to vary or cancel the cover provided by the policy for *damage* caused by subsidence, ground heave or landslip.

11 The insured events 1-10 of section A are extended to include *damage* from any cause which is not excluded by the terms, conditions and limitations of the policy.

What is not insured

Damage arising from the erection, dismantling, repair or maintenance of such apparatus.

Damage

- caused by the settlement or movement of made up ground or by coastal or riverbank erosion
 - occurring while the *buildings* or any part of the *buildings* is in the course of erection, demolition, structural alteration or structural repair
 - caused by normal settlement or bedding down of structures within two years of completion or during the contract maintenance period whichever is the longer.
-

Any *damage* which is not insured under events 1-10 of section A.

Damage caused by or happening through:

- a) faulty or defective design materials handling or workmanship, inherent fault or defect, undiscovered defect, gradual deterioration or wear and tear. This shall not exclude subsequent accidental loss, destruction or *damage* resulting from another cause which happens afterwards and is not otherwise excluded
- b) i) collapse or cracking of *buildings*

What is insured

What is not insured

- ii) corrosion, rust, change in temperature, dampness, wet or dry rot, shrinkage, evaporation, loss of weight, loss of any liquid by leakage of its container, moth, vermin, insects, marring or scratching
- iii) change in colour, flavour, texture or finish

but this shall not exclude such *damage* if resulting from a cause which is not otherwise excluded

- c) theft or attempted theft
- d) acts of fraud or dishonesty
- e) i) disappearance, unexplained or inventory shortage, misfiling or misplacing of information
- ii) cracking, fracturing, collapse or overheating of boilers economisers, vessels, tubes or pipes, nipple leakage and/or the failure of welds of boilers

but this shall not exclude:

- a) such *damage* if resulting from a cause which is not otherwise excluded
- b) subsequent *damage* if resulting from another cause which happens afterwards and is not otherwise excluded.

- f) subsidence, ground heave or landslip
- g) any process of cleaning, repairing, restoring, cutting, preparation or fitting
- h) wind, rain, hail, sleet, snow, flood or dust to moveable property in the open
- i) felling or lopping trees.

Damage to:

- a) property in transit
- b) property or structures in course of construction or erection and materials or supplies in connection with all such property
- c) gates or fences.

What is insured

12 Accidental *damage* to underground cables, pipes or tanks servicing the *buildings* for which *you* are responsible.

Glass

13 Accidental breakage of fixed glass in windows, doors, showcases, counters and shelves for which *you* are responsible in the *premises*

The most we will pay is the cost of replacing broken glass with glass of similar quality or as otherwise recommended by the British Standard Code of Practice BS 6262.

We will also pay for:

- the cost of boarding up until the broken glass is replaced
- *damage* to frames and framework of any description and the cost of removing or replacing any trade contents which may have to be removed to replace the glass.

The most we will pay is £500.

Sanitaryware

14 Accidental breakage of fixed sanitaryware at the *premises* for which *you* are responsible.

Rent

15 If the *building* is made uninhabitable by *damage* from any cause insured by this section, we will pay for loss of rent, until the *building* is repaired or reinstated.

The most we will pay is 15% of the sum insured on *buildings*. The work of repair or reinstatement must be done without delay.

What is not insured

Any consequential damage.

Silvering, lettering, bending or ornamenting glass in excess of £1,000 any one loss.

Breakage of cracked or scratched glass.

Damage resulting from repairs or alterations to the *premises*.

Damage resulting from repairs or alterations to the premises.

Property Owners Liability

What is insured

16 Any amounts which *you*, as owner of the *premises* become legally liable to pay as compensation for an accident, occurring during the Period of Insurance, which causes *bodily injury* to a person or *damage* to property.

The most we will pay for any claim or claims arising from any one event is £2,000,000 plus costs agreed by *us* in writing.

Your legal liability under Section 3 of The Defective Premises Act 1972 or Section 5 of The Defective Premises (Northern Ireland) Order 1975 in connection with any saleshop premises which have been disposed of by *you*. Provided that *you* have no other more specific insurance in force.

The most we will pay for any one claim or claims arising from any one event is £2,000,000 plus costs agreed by *us* in writing.

What is not insured

Any liability:

- arising from an agreement which imposes a liability which *you* would not otherwise have been under
- arising from the occupation of the *premises*
- for damage to property owned or held in trust by *you* or in *your* custody or control
- for *bodily injury* to any *employee*
- for the cost of remedying any defect or alleged defect in the *premises*
- for any *damage, bodily injury, cost* or expense directly or indirectly caused by or contributed to by arising out of asbestos, asbestos fibres or any derivatives of asbestos.

Trace and access

In the event of *damage* by an event in paragraphs 5, 8 or 9 we will also pay for:

- costs and expenses incurred in locating the source of the *damage*
- costs and expenses incurred in repairing any *damage* caused in locating the source of the *damage*.

The most we will pay is £2,500.

Settling claims

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

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

Average

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

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

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

We will not pay:

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

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

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

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

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

Index-linking (This will only apply if shown in the schedule).

We will automatically adjust the sum insured in line with changes in suitable indices of cost. This adjustment will continue after any insured *damage* if the repairs or reinstatement are done without delay.

We will not charge any extra premium during the period of insurance but at the end of the period we will work out the renewal premium on the revised sum insured.

Selling your buildings If *you* are selling *your building* we will insure the buyer up to the date the contract is completed unless he has arranged his own insurance. The buyer must keep to the terms and conditions of the policy.

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

Special Exclusion applying to section A

Damage caused by pollution or contamination is not insured except (unless otherwise excluded) *damage* to the property insured caused by:

- pollution or contamination which itself results from any of the insured events 1-6 under this section
- any of insured events 1-6 under this section which itself results from pollution or contamination.

Your attention is drawn to the Conditions and Exclusions detailed on pages 54-59 of the policy.

Section B – trade contents

Meaning of Words

Trade contents

- 1 Stock in trade and goods in trust
- 2 Trade fixtures and fittings, machinery and all other contents including:
 - the shop front and, if fixed to the *buildings*, any external signs, fitments and blinds
 - any telephone installation, gas or electricity meter
 - business books for their value as stationery plus the cost of clerical labour to reproduce them
 - *your* pedal cycles, clothing, and personal effects or those of *your employees* up to £500 any one person
 - computer systems records for the cost of the materials and of clerical labour and computer time in reproducing them. The most we will pay is £10,000
 - tenants improvements and decorationsall contained in the *buildings* and belonging to *you* or for which *you* are responsible.

The following property is not included as *trade contents*:

- glass in the shop front
- personal belongings comprising jewellery and furs
- landlord's fixtures and fittings
- motor vehicles and their accessories
- livestock
- deeds, bonds, bills of exchange, promissory notes, securities, medals, coins or stamps forming part of a collection
- documents, manuscripts, plans, patterns, models, moulds or designs
- any cost in connection with producing information to be recorded in documents, manuscripts, business books or computer systems records
- explosives
- cash, cheques, stamps or banknotes except as provided for elsewhere in this section
- property more specifically insured

Other words with special meanings in this section are defined on page 6.

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

The cover

What is insured

Trade contents

The *trade* contents are insured against *damage* caused by the events in paragraphs 1-11.

- 1 Fire, lightning, explosion or earthquake.

What is not insured

What is insured

- 2 a) Theft or attempted theft. We will also pay for *damage* to the saleshop where *you* are legally responsible for it.
- b) Robbery or attempted robbery committed in the *premises*.

Provided that:

- i) all existing devices for securing the *buildings* of the saleshop are put into full and effective operation at night and whenever the saleshop is left unattended
- ii) the drawer of any cash register is left open whenever the saleshop is closed for business or left unattended.

-
- 3 Riot or civil, labour or political disturbances or vandals or malicious people.

-
- 4 Storm and flood.

-
- 5 Escape of water from fixed water apparatus.

-
- 6 Impact by aircraft or other aerial devices, by any vehicle and articles falling from them or by animals.
-

What is not insured

Damage caused by theft or attempted theft not involving entry to or exit from the *buildings* by forcible and violent means.

Damage caused, or contributed to, by any of *your employees*.

Damage caused:

- by theft or attempted theft
- through confiscation, destruction or requisition by order of the Government or any Public Authority.

Damage resulting from stoppage of work.

Damage:

- caused by frost, subsidence, ground heave or landslip
- to stock in trade or goods in trust in the lowest storey of the *buildings* unless placed on racks, shelves or stillages at least 15 centimetres above floor level
- due to a change in the water table level.

Damage to stock in trade or goods in trust in the lowest storey of the *buildings* unless placed on racks, shelves or stillages at least 15 centimetres above floor level.

What is insured

7 Falling aerials, aerial fittings or masts.

8 Leakage of fuel oil used solely for domestic purposes in connection with the *buildings*.

9 Leakage of beer from fixed tanks, pipes or apparatus.

10 Subsidence, ground heave or landslip.

Provided that *you* must give *us* immediate notice in the event of building, demolition or excavation operations being commenced on any adjoining site. In such event *we* shall have the right to vary or cancel the cover provided by the policy for *damage* caused by subsidence, ground heave or landslip.

11 The insured events 1-10 of section B and additional covers 17 and 20 of section B are extended to include *damage* from any cause which is not excluded by the terms, conditions and limitations of the policy.

What is not insured

Damage caused by the erection, dismantling, repair or maintenance of such apparatus.

Damage:

- caused by the settlement or movement of made up ground or by coastal or riverbank erosion
 - occurring while the *buildings* or any part of the *buildings* is in the course of erection, demolition, structural alteration or structural repair
 - caused by normal settlement or bedding down of structures within two years of completion or during the contract maintenance period whichever is the longer.
-

Any *damage* which is not insured under events 1-10 of section B and additional covers 17 and 20 of section B.

Damage caused by or happening through:

- a) faulty or defective design materials handling or workmanship, inherent fault or defect, undiscovered defect, gradual deterioration or wear and tear.

This shall not exclude subsequent accidental loss, destruction or *damage* resulting from another cause which happens afterwards and is not otherwise excluded

- b) i) collapse or cracking of *buildings*
- ii) corrosion, rust, change in temperature, dampness, wet or dry rot, shrinkage, evaporation, loss of weight, loss of any liquid by leakage of its container, moth, vermin, insects, marring or scratching

What is insured

What is not insured

- iii) change in colour, flavour, texture or finish

but this shall not exclude such *damage* if resulting from a cause which is not otherwise excluded

- c) theft or attempted theft
- d) acts of fraud or dishonesty
- e) i) disappearance, unexplained or inventory shortage, misfiling or misplacing of information
- ii) cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes or pipes, nipple leakage and/or the failure of welds of boilers

but this shall not exclude:

- a) such *damage* if resulting from a cause which is not otherwise excluded.
- b) subsequent *damage* if resulting from another cause which happens afterwards and is not otherwise excluded.

- f) subsidence, ground heave or landslip
- g) any process of cleaning, repairing restoring, cutting, preparation or fitting
- h) wind, rain, hail, sleet, snow, flood or dust to moveable property in the open
- i) felling or lopping trees.

Damage to:

- a) property in transit
 - b) property or structures in course of construction or erection and materials or supplies in connection with all such property
 - c) gaming machines and the baize playing surface of games tables when in use.
-

What is insured

Additional Cover

- Glass** **12** Accidental breakage of fixed glass in windows, doors, showcases, counters and shelves for which *you* are responsible in the salesshop *premises*.
- The most we will pay is the cost of replacing broken glass with glass of similar quality or as otherwise recommended by the British Standard Code of Practice BS 6262.
- We will also pay for:
- the cost of boarding up until the broken glass is replaced
 - *damage* to the *trade contents* caused by breakage of glass in the shop front
 - *damage* to frames and framework of any description and the cost of removing or replacing any *trade contents* which may have to be removed to replace the glass.
- The most we will pay is £500.

- Sanitaryware** **13** Accidental breakage of fixed sanitaryware at the *premises* for which *you* are responsible.
-

- Seasonal increase** **14** The sums insured by items 1, 2 and 4 of the schedule of section B will be automatically increased each year by 30%:
- during November and December
 - for 30 days before Easter Day
 - or for any other three month period to which we agree in writing.
-

What is not insured

Silvering, lettering, bending or ornamenting glass in excess of £1,000 any one loss.

Breakage of cracked or scratched glass.

Damage resulting from repairs or alterations to the *premises*.

Damage resulting from repairs or alterations to the *premises*.

Additional costs

Property temporarily removed

We will pay for *damage* to *trade contents* whilst temporarily removed for cleaning, renovation, repair or similar purposes by an event in paragraphs 1-11.

Provided that the *trade contents* remain within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.

We will not pay for:

- stock or goods in trust
- *your* belongings or those of *your employees*
- *damage* caused by storm or flood whilst in the open.

The most we will pay is 15% of the sum insured by item 3 of section B as specified in the schedule.

Exhibition cover

We will pay for *damage* by an event in paragraphs 1-11 to *trade contents* belonging to *you* or for which *you* are responsible whilst at exhibitions within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.

We will not pay for *your* personal belongings or those of *your employees*, directors or visitors.

The most we will pay is £2,500.

Theft of keys

We will pay for the necessary replacement of locks following the loss of keys to the *buildings* or to any safe or strongroom in the *buildings* by theft from:

- the *buildings*
- the home of any *employee* or director.

Provided that if the keys are to a safe, they are not left in the *buildings* overnight.

The most we will pay is £1,000.

Loss of metered water

We will pay excess water charges demanded from *you* by the water supply authority following

loss of metered water as a result of *damage* to fixed water pipes, apparatus and tanks by an event in paragraphs 1-11 provided that *you* keep a written record of readings from the water supply authority meter at intervals of not less than seven days.

The most we will pay is £2,500.

Trace and access

In the event of *damage* by an event in paragraphs 5,8 or 9 we will also pay for:

- costs and expenses incurred in locating the source of the *damage*
- costs and expenses incurred in repairing any *damage* caused in locating the source of the *damage*

The most we will pay is £2,500

We will pay for costs and expenses incurred for removing debris of the *trade contents* following *damage* by any of the events in paragraphs 1-11.

Debris removal costs	<p>We will not pay for:</p> <ul style="list-style-type: none"> • costs or expenses incurred in removing debris other than from the <i>premises</i> and the area immediately adjacent • costs or expenses arising from pollution or contamination of property not insured by this policy.
Settling claims	<p>In the event of <i>damage</i> by an event in paragraphs 1-11 to the property insured:</p> <ul style="list-style-type: none"> • by item 3 of section B as specified in the schedule we will pay the full cost of repair or reinstatement of the property to a condition equal to but not better than its condition when new, provided that the cost is incurred • under any other item in section B as specified in the schedule we will indemnify <i>you</i> either by payment, repair, or at <i>our</i> option, reinstatement.
Average	The sums insured by this section are subject to <i>average</i> .
Limits	The most we will pay under any item is the sum insured applicable to that item.
Automatic reinstatement of the sum insured	<p>We will automatically reinstate the sum insured upon notification of a claim to <i>us</i> unless we give written notice to the contrary.</p> <p>Provided that:</p> <ul style="list-style-type: none"> • <i>you</i> pay the appropriate additional premium • <i>you</i> take immediate steps to carry out any amendments in the protections of the <i>premises</i> that <i>we</i> may require. <p>The most we will reinstate in any one period of insurance is the sum insured.</p>
Index linking	<p>(This will only apply if shown in the schedule)</p> <p>We will automatically adjust the sums insured under section B in line with changes in suitable indices of cost.</p> <p>These adjustments will continue after any insured <i>damage</i> if the repairs or reinstatement are done without delay.</p> <p>We will not charge any extra premium during the period of insurance, but at the end of the period we will work out the renewal premium on the revised sums insured.</p>
Excess	The excess applicable under this section is shown in the schedule attached to the policy.

Money 15

Meaning of words

Money

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

Business Hours

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

The cover

What is insured

Physical *damage* to:

- *money*
- safes or strongrooms which normally contain *money* caused by theft or attempted theft.

Provided that:

- a) whenever the saleshop is unattended any safe containing *money* is securely locked and all keys to that safe are removed from the *premises* or kept on *your person* or one of *your employees*
 - b) *you* keep a complete record of *money* in transit and on *your premises* and deposit that record in a secure place other than a safe or strongroom containing *money*
 - c)
 - where *money* in transit insured by item (i) exceeds £2,000 it must be accompanied by at least two able-bodied adults.
 - where *money* in transit insured by item (i) exceeds £4,000 it must be accompanied by at least three able-bodied adults.
-

What is not insured

Loss from any unattended road vehicle.

Damage caused by or due to:

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

Damage to *money* belonging to the Post Office Corporation.

The most we will pay is listed as follows:

For *money* in the form of crossed cheques, postal orders, crossed bankers' drafts, credit card sales vouchers, Premium Savings bonds, National Savings certificates, unused units in postage stamp franking machines, stamped or franked National Insurance cards and VAT purchase invoices. £250,000

For *money* in any other form:

i) in transit by <i>you</i> or <i>your employees</i>	£7,500
ii) in transit by post (but no more than £5 per packet while in transit by unregistered post)	£1,000
iii) in any bank night safe	£7,500
iv) in <i>your premises</i> during <i>business hours</i>	£7,500
v) in <i>your premises</i> outside <i>business hours</i> in a locked safe or strongroom	£2,500
vi) in <i>your premises</i> outside <i>business hours</i> not in a locked safe or strongroom	£250
vii) in <i>your home</i> or that of any authorised <i>employee</i>	£500
viii) elsewhere	NIL

Malicious Attack 16

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

Provided that:

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

Table of Benefits

If physical injury is the only and direct cause of:

A Death	£10,000
B Total loss of one or more limbs	£10,000
C Loss of sight	£10,000
D Permanent total inability to attend to any occupation or business	£10,000
E Temporary total inability to attend to the usual occupation or business	Normal weekly wage or salary up to £100

If any clothing or personal belongings of *you* or an *employee* are damaged as a result of malicious attack by anyone attempting to steal *money* or *trade contents*, we will pay for that loss. The most we will pay for any one person is £500.

**Business
Interruption and
Book Debts**

17

Meaning of words

Damage

Loss or damage.

Income

The money paid or payable to *you* in the course of *your business* at the saleshop *premises* for goods sold or delivered and services provided less the purchase cost of the goods.

Indemnity period

The period during which the results of the *business* are affected as a result of *damage*.

The maximum period for which *we* will pay will not exceed:

- 3 months in respect of a *Notifiable disease*, or arising from murder or suicide at the *premises*
- 24 months in respect of any other claim under this section of the policy

Notifiable disease

Illness sustained by any person resulting from:

- food or drink poisoning
- one of the following specified human infectious or human contagious diseases:
 - Acute encephalitis
 - Acute poliomyelitis
 - Bubonic Plague
 - Anthrax
 - Cholera
 - Diphtheria
 - Dysentery
 - Legionellosis
 - Legionnaires Disease
 - Leprosy
 - Leptospirosis
 - Malaria
 - Measles
 - Meningitis
 - Meningococcal Infection
 - Mumps
 - Ophthalmia neonatorum
 - Paratyphoid fever
 - Rabies
 - Relapsing fever
 - Rubella
 - Scarlet fever
 - Smallpox
 - Tetanus
 - Tuberculosis
 - Typhoid fever
 - Typhus fever
 - Viral hepatitis
 - Viral haemorrhagic
 - Whooping cough
 - Yellow fever

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

Outstanding debit balances

The amounts debited or invoiced to customers as set out in *your* accounts but not paid at the time of the *damage* adjusted for bad debts and any abnormal trading conditions which had or could have had a material effect on *your business*.

Professional accountant's charges

The reasonable charges payable by *you* to *your* professional accountant for producing details that we require for any claim.

Business Interruption

The cover

We will pay for the loss of *income* occurring during the *indemnity period* resulting from *damage* caused by any of the insured events 1-13 under this section to any of the following:

- the *trade contents* or glass insured under this section
- the *buildings* of the *premises* shown in the schedule

provided that at the time of the *damage* there shall be an insurance in force covering *your* interest in the property at the *premises* against *damage* and that payment shall have been made or liability admitted under that insurance

- property in the vicinity of the *premises* which prevents or hinders the use of the saleshop or access to it.

We will pay:

- the difference between the *income* you would have received during the *indemnity period* if there had been no *damage* and the *income* you actually received during that period
- extra expenses that you necessarily and reasonably incur in order to minimise the interruption or interference with the *business* during the *indemnity period*.

Provided that the expenses incurred are not more than the reduction in *income* which would otherwise have been incurred

- *professional accountant's charges*.

We will take into account in calculating the payment:

- any savings during the *indemnity period* from business expenses payable out of *income* which stop or are reduced as a result of the *damage*
- any *income* you earn from conducting the *business* elsewhere during the *indemnity period*.

The definition of *damage* includes:

- 1 a) any occurrence of a *notifiable disease* at the *Premises* or attributable to food or drink supplied from the *Premises*
- b) any discovery of an organism at the *Premises* likely to result in the occurrence of a *notifiable disease*
- c) 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
- d) 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
- e) any occurrence of murder or suicide at the *Premises*

Provided that the beginning of the *indemnity period* will be:

- i) in the case of a) b) and e), when the incident happens or is discovered
- ii) in the case of c) and d), the date when the restrictions on the *premises* are applied.

For the period specified in the *indemnity period*.

We will not pay for:

- loss arising from restrictions on the use of the *Premises* in consequence of an emergency prohibition notice or emergency prohibition order being served against you or the manager of the *Premises* in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any modifications or re-enactment
- any costs incurred in the cleaning, repair, replacement, recall or checking of property.

Supplementary Conditions

- We shall only be liable for the loss arising at those *Premises* which are directly affected by the occurrence, discovery or accident.
 - You comply with all issues identified as Contraventions arising from a Food Premises Inspection Report within the timescales stated in such report.
 - You notify us immediately of any prohibition notice, emergency prohibition notice or emergency prohibition order served against you or the manager of the *Premises* in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any modifications or re-enactment.
- 2 *Damage* at any suppliers' *premises* within the United Kingdom.
- 3 The accidental failure of the public supply of electricity, gas or water at the terminal point of the supply authorities feed to the *premises*. We will not pay for any loss arising from the deliberate act of the supply authority.

Book Debts

If your books of account or other business books or records at the *premises* or whilst temporarily removed from the *premises* and within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland including whilst in the post suffer *damage* by any of the insured events 1-13 of Section B and as a direct result of the *damage* you are unable to trace *outstanding debit balances* due to you we will pay you:

- a) the difference between *outstanding debit balances* and the total of the amounts received or traced
- b) additional expenses incurred by you with our consent in tracing and establishing *outstanding debit balances*
- c) *professional accountants charges*.

Limits

The most we will pay for loss of *income* and Book Debts for any claim or claims arising from any one occurrence is £1,000,000 except for 2 – *damage* at suppliers' *premises*, where the most we will pay is £10,000.

Special Conditions applying to section B – no. 17 – Business Interruption and Book Debts

1. We will not pay if the *business* is permanently discontinued, wound up or carried on by a liquidator or receiver, unless we have agreed to do so.
2. You must keep your books of account and other business books and records containing customers accounts in fire resisting safes or fire resisting cabinets of at least two hours fire resistance or store such records elsewhere than at the *premises*.

Special Exclusion applying to section B

(except nos. 17 – Business Interruption and Book Debts, 18 & 19 – Employers' & Public and Products Liability)

Damage caused by pollution or contamination is not insured except (unless otherwise excluded) *damage* to the *property* insured caused by:

- i) pollution or contamination which itself results from any of the insured events 1-6 under this section
- ii) any of the insured events 1-6 under this section which itself results from pollution or contamination.

Special Exclusion applying to section B

(no. 17 – Business Interruption and Book Debts)

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

- i) pollution or contamination at the *premises* which itself results from any of the insured events 1-6 under this section
- ii) any of the insured events 1-6 under this section which itself results from pollution or contamination.

Employers' Liability

What is insured

18 Your legal liability for *bodily injury* sustained by any *employee* which arises out of and in the course of his employment by *you* in connection with *your business*.

We will pay:

- all sums *you* become legally liable to pay for any claim for damages settled or defended with *our* consent
- claimant's costs and expenses
- all costs and expenses *you* incur with *our* consent in defending any claim for damages
- solicitors' fees *you* incur with *our* consent for:
 - a) representation at any Coroner's Inquest or Fatal Enquiry into any death
 - b) defending in any Court of Summary Jurisdiction any proceedings for any act or omission causing or relating to any one event.

Provided that the *bodily injury* is caused:

- during the period of insurance
- within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

What is not insured

Any Liability:

- for *bodily injury* or disease sustained by any *employee*:
 - i) on any offshore installation or support or accommodation vessel for any offshore installation or
 - ii) in transit to from or between any offshore installation or support or accommodation vessel
 - for which compulsory motor insurance or security is required under either of the following:
 - i) the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992
 - ii) the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993
- or any other Compulsory Road Traffic Legislation.

Limit of Liability

The most we will pay other than any limit otherwise stated is £10,000,000 for any one claim against *you* or by *you* or series of claims against *you* or by *you* arising out of one cause.

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

For the purpose of this section of the policy only, TERRORISM means:

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

The amount shall be inclusive of:

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

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

What is insured

Extensions to the Employers' Liability cover

All legal fees or expenses reasonably incurred by the solicitors engaged with *our* consent to act for, or on behalf of, any of *your employees* or directors to defend a criminal charge brought under:

- i) Section 36 or 37 of the Health and Safety at Work Act 1974 for an offence as defined in Section 33 of that Act
- ii) Article 34 of the Health and Safety at Work Act (Northern Ireland) Order 1978 for an offence as defined in Article 31 of that order occurring during the Period of Insurance and arising out of their employment by *you* in connection with *your business*.

Provided that:

- this extension shall apply only to proceedings brought within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- the *employee* tells *us* immediately if any summons or other legal process is served upon him and of any event that may give rise to legal proceedings against him.

Health and Safety at Work Act 1974

Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify *you* against costs and expenses incurred with *our* prior written consent in the defence of any criminal proceedings arising from an alleged breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the Period of Insurance in the course of the business including any appeal against conviction arising from such proceedings.

What is not insured

Legal fees and expenses relating to the charge if the charge concerns any deliberate or intentional criminal act or omission by *your employee*.

Any fines or penalties.

Any part of the cost of any investigation or inquiry other than a solicitor's investigation restricted to the charge.

Proceedings brought outside the territorial limits.

This extension shall not apply:

- a) where proceedings relate to any deliberate or intentional act or omission
- b) to fines or penalties of any kind.

The defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work Act 1974 or any regulations made thereunder.

Defence costs available from any other source or provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance.

Provided that:

- *our* liability under this extension will not exceed £5,000,000 in any one period of insurance. This limit will form part of and not be in addition to the limit of liability
- *we* must consent in writing to the appointment of any solicitor or counsel who are to act for and on *your* behalf
- *you* will give *us* immediate notice of any summons or other process served upon *you* which may give rise to proceedings under this extension
- in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- where *we* have already indemnified *you* in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another extension of the policy the amount paid under that extension will be taken into account in arriving at *our* liability payable under this extension.

Unsatisfied Court Judgements

What is insured

If any *employee* or his personal representatives obtains a judgement for damages for *bodily injury* against any Company or individual operating from premises within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and that judgement remains unpaid for more than six months *we* will pay to the *employee* or his personal representatives, at *your* request, the amount of any unpaid damages and awarded costs.

Provided that:

- the *bodily injury*:
 - i) is caused during the period of insurance
 - ii) arises out of and in the course of his employment in *your business*
- there is no appeal outstanding
- if any payment is made under this extension the *employee* or his personal representatives shall assign the judgement to *us*.

Court Attendance Expenses

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

- | | |
|--|--------------|
| i) <i>you</i> or <i>your</i> partner or director | £250 per day |
| ii) any <i>employee</i> | £100 per day |
-

What is not insured

Indemnity to Directors and Employees

What is insured

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

- any director or *employee*
- any officer, member or *employee of your* social, sports or welfare organisations or first aid, fire or ambulance services.

Provided that

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

What is insured

Non-Manual work abroad

This insurance applies anywhere in the world where *your* directors, *employees* or partners are on temporary visits on *your business* for the purpose of non-manual work.

Provided that they are normally resident in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Private Work

Private work carried out by any *employee for you* or any of *your* directors.

All the extensions to the Employers' Liability cover are subject to the following:

- we shall not be liable under these extensions unless we have the sole conduct and control of all claims
- these extensions shall not apply to any liability which is insured under any other policy
- the most we will pay will not increase and we will not pay more than stated
- these extensions are subject to the terms, limitations and conditions of the policy.

Public and Products Liability

What is insured

- 19 All sums which *you* shall become legally liable to pay as compensation for:
- accidental *bodily injury* to any person
 - accidental *damage* to material property
 - accidental obstruction, accidental trespass, accidental nuisance or accidental interference with pedestrian, road, rail, air or waterborne traffic
 - charges of wrongful arrest or malicious prosecution being brought against *you* arising out of any allegation of shoplifting or other improper conduct at *your premises* by any person other than an *employee*

occurring during the Period of Insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in connection with the *business* at the saleshop *premises* or arising out of goods or commodities sold, supplied, repaired or serviced in connection with the *business*.

What is not insured

Any liability:

- from accidental *bodily injury* sustained by any *employee* or director in the course of his employment by *you* in connection with the *business*
- arising from professional advice given by *you* for a fee or in circumstances where a fee would normally be charged
- arising out of treatment or the dispensing of medicines or drugs
- which arises from ownership of the *premises*
- for the cost of repairing, replacing, reinstating, rectifying, recalling or guaranteeing the performance of any goods sold, supplied, repaired or serviced in connection with the *business*
- for *damage* to property which belongs to *you* or is held in trust by *you* or borrowed, rented, leased or hired for use by *you*
This shall not apply to:
 - i) personal property (including vehicles and their contents) of *your* visitors, directors or *employees*
 - ii) buildings or their contents temporarily occupied by *you* for the purpose of carrying out work
 - iii) premises rented, hired, leased or lent to *you* unless the liability attaches solely because of a contract or agreement
- for *damage* to that part of any property upon which *you* or *your* servant or agent has been working, where the *damage* is a direct result of such work
- for liquidated damages, fines or penalties which attach solely because of a contract or agreement

What is insured

What is not insured

- arising from the ownership, possession or use of any mechanically propelled vehicle or mobile plant by *you* or on *your* behalf:
 - i) which is licensed for road use
 - ii) for which compulsory motor insurance or security is required
 - iii) which is more specifically insured

This shall not apply to the loading and unloading of mechanically propelled vehicles or mobile plant unless more specifically insured

- arising out of manual work undertaken away from the saleshop *premises* other than collection or delivery by *you* or any of *your employees*.
 - arising from the ownership, possession or use by *you* or on *your* behalf of:
 - i) craft designed to travel through air or space
 - ii) hovercraft or watercraft other than barges, motor launches and non-powered craft used on inland waterways.
 - arising from any products sold, supplied or exported to the United States of America or Canada
-

Limit of Liability

The most we will pay, unless otherwise stated, for all claims made for any one accident or series of accidents occurring in connection with any one event is £2,000,000. For claims arising from commodities or goods sold, supplied, repaired or serviced by *you* or on *your* behalf, the most we will pay for any one Period of Insurance is £2,000,000. We will also pay all legal costs awarded to any claimant or incurred in defending any claim that is contested with *our* consent.

**Corporate
Manslaughter
and Corporate
Homicide Act 2007**

What is insured

We will indemnify *you* against costs and expenses incurred with *our* prior written consent in the defence of any criminal proceedings arising from an alleged breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the Period of Insurance in the course of the business including any appeal against conviction arising from such proceedings.

What is not insured

Proceedings brought outside the territorial limits.

This extension shall not apply:

- a) where proceedings relate to any deliberate or intentional act or omission
- b) to fines or penalties of any kind.

The defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work Act 1974 or any regulations made thereunder.

Defence costs available from any other source or provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance.

This extension is subject to the following:

- *our* liability under this extension will not exceed £2,000,000 in any one period of insurance. This limit will form part of and not be in addition to the limit of liability
- *we* must consent in writing to the appointment of any solicitor or counsel who are to act for and on *your* behalf
- *you* will give *us* immediate notice of any summons or other process served upon *you* which may give rise to proceedings under this extension
- in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- where *we* have already indemnified *you* in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another extension of the policy the amount paid under that extension will be taken into account in arriving at *our* liability payable under this extension.

**Motor
Contingent
Liability**

What is insured

Extensions to the Public Liability cover

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

- accidental *bodily injury* contracted by any person
- accidental *damage* to material property arising out of the use of any motor vehicle being used in connection with *your business*.

What is not insured

Any liability:

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

**Environmental
Clean Up Costs**

Meaning of words

Clean Up Costs

- a) Testing for or monitoring of *Pollution or Contamination*
- b) the costs of *remediation* required by any *Enforcing Authority* to a standard reasonably achievable by the methods available at the time that such *remediation* commences.

Remediation

Remedying the effects of *Pollution or Contamination* including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the territorial limits.

Pollution or Contamination

- a) All pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- b) all loss or damage or personal injury directly or indirectly caused by such pollution or contamination.

What is insured

All sums insured which you shall become legally liable to pay as compensation for *Clean Up Costs* arising from environmental damage caused by *Pollution or Contamination* where such liability arises under an environmental directive, statute or statutory instrument.

Provided that:

- a) liability arises from *Pollution or Contamination* caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance. All *Pollution or Contamination* which arises out of one incident shall be deemed to have occurred at the same time such incident takes place
- b) *our* liability under this Extension shall not exceed £1,000,000 for any one occurrence and in the aggregate in any one Period of Insurance and will be the maximum *we* will pay inclusive of all costs and expenses.
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified

What is not insured

Any liability:

- in respect of Clean Up Costs for *damage* to *your* land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the *your* care, custody or control
- for *damage* connected with pre-existing contaminated property
- for *damage* caused by a succession of several events where such individual event would not warrant immediate action
- in respect of removal of any risk of an adverse effect on human health on *your* land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the *your* care, custody or control
- in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
- in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being *Pollution or Contamination* caused by a sudden, identifiable, unintended and unexpected incident
- for *damage* resulting from an alteration to subterranean stores of groundwater or to flow patterns
- in respect of costs for the reinstatement or reintroduction of flora or fauna
- for *damage* caused deliberately or intentionally by *you* or where *you* have knowingly deviated from environmental protection rulings or where *you* have knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which they are responsible
- in respect of fines or penalties of any kind

What is insured

What is not insured

- for *damage* caused by the ownership or operation on behalf of *you* of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
 - for *damage* which is covered by a more specific insurance policy
 - for *damage* caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
 - for *damage* caused by disease in animals belonging to or kept or sold by *you*.
-

Cross Liabilities

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

Health and Safety at Work Act 1974

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

Personal Liability during visits abroad

What is insured

The personal liability of:

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

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

What is not insured

Any liability:

- arising from any contract or agreement which imposes a liability that *you* would not otherwise have been under
 - arising from the ownership or occupation of any land or buildings
 - arising from the carrying on of any trade or profession
 - arising from the ownership, possession or use of:
 - i) firearms other than sporting guns
 - ii) mechanically propelled vehicles
 - iii) craft designed to travel through air and space
 - iv) hovercraft or watercraft
 - v) animals of dangerous species
 - arising from *damage* to property owned or held in trust by:
 - i) *you*
 - ii) any *employee* or director
 - iii) the family of any *employee* or director whilst accompanying such people during temporary visits anywhere in the world in connection with *your business*
 - for accidental *bodily injury* contracted by:
 - i) *you*
 - ii) any *employee* or director
 - iii) the family of any *employee* or director whilst accompanying such people during temporary visits anywhere in the world in connection with *your business*.
-

	What is insured	What is not insured
Indemnity to Directors and Employees	<p>If the following people have a claim made against them for which <i>you</i> would be insured by the Public Liability cover, we will pay for any amounts for which they are legally liable:</p> <ul style="list-style-type: none"> • any director or <i>employee</i> • any officer, member or <i>employee</i> of <i>your</i> social, sports or welfare organisations or first aid, fire or ambulance services. <p>Provided that:</p> <ul style="list-style-type: none"> • <i>you</i> request <i>us</i> to do so • such people shall keep to the terms, conditions and limitations of this policy 	
Private Work	Private work carried out by any <i>employee</i> for <i>you</i> or any of <i>your</i> directors.	
Non-Manual work abroad	This insurance applies anywhere in the world where <i>your</i> directors, <i>employees</i> or partners are on temporary visits on <i>your business</i> for the purpose of non-manual work. Provided that they are normally resident in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.	
Data Protection Act	We will pay all sums <i>you</i> become legally liable to pay under Section 13 of the Data Protection Act 1998 in accordance with personal data held by <i>you</i> .	<p>Fines or penalties.</p> <p>The cost of replacing, reinstating, rectifying or erasing any personal data.</p>

**Consumer
Protection
Act 1987**

What is insured

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

Provided that:

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

The most we will pay is £25,000.

What is not insured

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

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

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

Fines or penalties.

The cost of any investigation or enquiry other than a solicitor's investigation restricted to criminal proceedings as defined in this sub-section.

All the extensions to the Public Liability cover are subject to the following:

- we shall not be liable under these extensions unless we have the sole conduct and control of all claims
- these extensions shall not apply to any liability which is insured under any other policy
- the most we will pay will not increase and we will not pay more than stated
- these extensions are subject to the terms limitations and conditions of the policy.

Special Condition applying to no. 19 of section B – Public and Products Liability

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

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

The most we will pay for all claims arising from Pollution or Contamination which is deemed to have occurred during the Period of Insurance is £2,000,000. Provided that the most we will pay will not increase and we will not pay more than the limit stated under No. 19 of section B.

For the purpose of this condition "Pollution or Contamination" shall mean:

- i) all Pollution or Contamination of buildings or other structures or of water or land or the atmosphere and
- ii) all *damage* or personal injury directly or indirectly caused by such Pollution or Contamination.

Tenant's Liability

What is insured

20 (this does not apply if *you* are the owner of the *buildings*)

Your legal liability as tenant for:

- *damage* to the *buildings* or to landlord's fixtures and fittings directly caused by any of the events in paragraphs 1-11 of section B
- the cost of repairing accidental *damage* to underground pipes, drains and cables on the *premises* or connecting them to the public mains.

The most we will pay is ten percent (10%) of the sum insured under section B.

What is not insured

Your attention is drawn to the Conditions and Exclusions detailed on pages 54-59 of the policy.

Section C – frozen foods

Meaning of Words

Appliance

Any frozen or chilled food cabinet, deep freezer, cold room or cold store the age of which is not more than 10 years old and is within the *buildings*.

Other words with special meanings are defined on page 6.

They are: *average, buildings, damage, premises, excess, we and your.*

The cover

What is insured

Damage to all frozen or chilled food contained in any *appliance* caused by:

- change in temperature resulting from:
 - i) mechanical or electrical breakdown of the *appliance*
 - ii) accidental failure of the public electricity supply at the terminal points of the supply authority's feed to the *premises*
- accidental leakage of refrigerant or refrigerant fumes.

The most we will pay is the sum insured shown in the schedule.

What is not insured

Damage caused by *your* wilful neglect.

Damage caused by the failure of the public supply of electricity due to the deliberate act of the supply authority.

Average The sum insured under this section is subject to *average*.

Index-linking (This will only apply if shown in the schedule.)

We will automatically adjust the sum insured in line with changes in suitable indices of cost.

We will not charge any extra premium during the period of insurance but at the end of the period we will work out the renewal premium on the revised sum insured.

Excess The excess applicable under this section is £50.

Your attention is drawn to the Conditions and Exclusions detailed on pages 54-59 of the policy.

Section D – goods in transit

Meaning of Words

Working hours

The whole period during which the vehicle is being used by its driver in connection with *your business*.

Other words with special meanings in this section are defined on page 6 or in section B. They are: *business, damage, employee, excess, trade contents, we, you and your*.

The cover

What is insured

Damage to the *trade contents* while in transit to or from the *premises* anywhere in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and the Republic of Ireland by *you* or any *employee*.

The most we will pay is the sum insured in the schedule.

What is not insured

Damage to *trade contents* in a mobile shop.

Loss from an unattended road vehicle unless the vehicle:

- a) during *working hours* has all doors and windows and other means of access securely fastened and locked
- b) at all times out of *working hours* is housed in a securely locked garage.

Damage arising from:

- depreciation, delay, inadequate documentation or consequential loss
- wear and tear, breakdown of refrigeration, defective packing, mildew, vermin or contamination
- the carriage of fireworks or other dangerous goods

Excess The excess applicable under this section is £50.

Your attention is drawn to the Conditions and Exclusions detailed on pages 54-59 of the policy.

Section E – ‘all-risks’

Meaning of Words

Words with special meanings in this section are defined on page 6.
They are: *average, damage, excess, we.*

The cover

What is insured

Damage to the property shown in the schedule from any cause occurring within *Europe*.

What is not insured

Mechanical or electrical breakdown.

Loss from an unattended road vehicle.

Damage caused by:

- wear and tear or gradual deterioration, moth or vermin or climatic conditions
- cracking, scratching or breakage of records, glass or other brittle material
- any process of cleaning, alteration, maintenance or repair
- the use of bent, foreign or false coins.

Settlement of claims	We will pay the full cost of repair or reinstatement of the property insured to a condition equal to but not better than its condition when new provided that the cost is incurred.
Average	The sum insured for each item under this section is separately subject to <i>average</i> .
Excess	The excess applicable under this section is £50 in respect of each loss occurrence unless shown separately in the schedule.

Your attention is drawn to the Conditions and Exclusions detailed on pages 54-59 of the policy.

Section F – legal expenses

Meaning of Words

Appointed Advisor

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

Conditional Fee Agreement

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

Collective Conditional Fee Agreement

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

Insured

- (a) *You, your directors, partners, managers, officers and employees of your business*
- (b) The estates, heirs, legal representatives or assigns of any persons mentioned in (a) in the event of such person dying
- (c) A person declared to *us*, who is contracted to perform work for *you*, who is in all other respects insured by *you* on the same basis as *your other employees* and who performs work under *your* supervision

Insurer

Brit Insurance Limited of 55 Bishopsgate, London EC2N 3AS, who is authorised and regulated by the Financial Services Authority.

Legal Costs & Expenses

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

Limit of Indemnity

£100,000 which is the maximum *legal costs & expenses* and Compensation Awards payable by the *insurer* in respect of all claims related by time or original cause. In respect of Compensation Awards the maximum amount payable by the *insurer* in respect of all claims aggregated in any one period of insurance is £1,000,000.

Reasonable Prospects of Success

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

In criminal prosecution claims where the *insured* pleads guilty, there is a greater than 50% chance of successfully mitigating their sentence or fine

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

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

Small Claims Court

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

Territorial Limit

United Kingdom, Channel Islands and the Isle of Man

Time of Occurrence

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

We/Us/Our

ARAG plc who are authorised under a binding authority agreement to administer this insurance on behalf of the *insurer* of this section, Brit Insurance Limited

The Cover

What is insured

For all Insured Events the *insurer* will pay *legal costs & expenses* (and Compensation Awards) up to the *limit of indemnity*, including the cost of appeals provided that:

- 1) the Insured Event arises in connection with the business
- 2) the *time of occurrence* occurs within the period of insurance and within the *territorial limit*
- 3) the claim
 - always has *reasonable prospects of success*
 - is reported to *us* immediately after the *insured* first becomes aware of circumstances which could give rise to a claim under this section
- 4) the *insured* always agrees to use the *appointed advisor* nominated by *us* in any claim
 - falling under the jurisdiction of an Employment Tribunal or the *small claims court*, and/or
 - prior to the issue of legal proceedings,
- 5) any proceedings or hearing are dealt with by a Court, tribunal or other body that *we* agree to in the *territorial limit*
- 6) in respect of a claim under Contract & Debt Recovery the Insured enters into a *conditional fee agreement* with the *appointed advisor* or the *appointed advisor* enters into a *collective conditional fee agreement* with *us* if the claim will be decided in a Court within England & Wales and falls outside the jurisdiction of the *small claims court*

1. EMPLOYMENT

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

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

What is not insured

Any claim

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

What is insured

2. EMPLOYMENT COMPENSATION AWARDS

Following a claim we have accepted under Employment any

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

Provided that

- i) *reasonable prospects of success* exist for a wholly successful defence throughout
- ii) in respect of any compensation payable for redundancy, alleged redundancy or unfair selection for redundancy *you* have sought and followed advice from *us* or *our* agent throughout including prior to serving any notice of a redundancy
- iii) the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument other than by consent or default, or is payable under a settlement approved in writing by *us*

3. TAX PROTECTION

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

Provided that

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

What is not insured

Any Compensation Awards relating to

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

Any claim arising from or relating to

1. an investigation by the Special Civil Investigation Office or the Special Compliance Office of HM Revenue and Customs
2. an investigation under the Civil Investigation of Fraud procedure
3. a tax avoidance scheme
4. the submission of returns or accounts where the HM Revenue & Customs levy a penalty or claim for interest or which contain negligent misstatements or where the Insured falls below the standard of a reasonably prudent businessman in keeping books and records.
5. the *insured's* failure to register for VAT

What is insured

4 PROPERTY

A dispute relating to material property which is owned by *you* and is *your* responsibility

- a) following an event which causes or could cause physical damage to *your* material property including any vehicle owned, leased or hired to *you*
- b) following a public or private nuisance or trespass
- c) and which *you* wish to recover or repossess from an *employee* or *ex-employee*

5 TENANCY PROTECTION

A dispute with the *your* landlord relating to the terms of the tenancy agreement applying to the *business premises* except relating to rent or service charges or the renewal of a lease or tenancy agreement.

6 COMPLIANCE & REGULATION

- a) defending the *insured* when dealing with the police or Health & Safety Executive prior to them being charged
- b) defending the *insured* following an event leading to them being prosecuted in a court of criminal jurisdiction except parking offences
- c) representing *you* following a notice by the relevant authority to alter, suspend, revoke or refuse to renew *your* statutory licence
- d) appealing against the terms of a Statutory Notice served against *you*
- e) representing the *insured* at a formal investigation or disciplinary hearing by any trade association, professional or regulatory body
- f) defending the *insured* in a civil action alleging wrongful arrest arising from an allegation of theft
- g) defending the *insured* in a civil action for compensation under section 13 of the Data Protection Act 1998 including compensation awarded against them provided that *you* are registered with the Information Commissioner

What is not insured

Any claim arising from or relating to

1. a contract between *you* and a third party except for claim under c)
2. defending any claim brought against *you* unless defending a counter-claim
3. goods in transit or goods lent or hired out
4. the compulsory purchase of, or restrictions or controls placed on *your* material property by any government, local or public authority

What is insured

- h) An *employee's* loss of earnings incurred when the *employee* is absent from work to attend any court, tribunal, arbitration, disciplinary hearing or regulatory proceedings at the request of the *appointed advisor* or whilst on Jury Service. The amount the *insurer* will pay shall not exceed £100 per day or part thereof less whatever is recoverable from the court or tribunal subject to a maximum limit of £5,000

7 EMPLOYEES' EXTRA PROTECTION

At *your* request

- a) defending an *employee* in civil proceedings under legislation for unlawful discrimination on the grounds of sex, race, disability, sexual orientation, age, religious belief or political opinion
- b) defending an *employee* as a trustee of a pension fund set up for the benefit of the *insured's employees*
- c) pursuing a claim following an event causing an *employee* death or bodily injury

provided that the *employee* is under a contract of service with *you*

8 CONTRACT & DEBT RECOVERY

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

Provided that

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

What is not insured

Any claim relating to

1. computer software or systems which have been tailored to *your* requirements
2. the sale or provision of computer hardware, software, systems or services by *you*
3. the letting, leasing or licencing of land or buildings where *you* act as the landlord
4. the sale or purchase of any land or buildings
5. loans, mortgages, endowments, pensions or any other financial product
6. the settlement payable under an insurance policy
7. any claim that would be covered under Insured Event 1, Employment

Exclusions applying to this section of the policy

The *insured* is not insured for any claim arising from or relating to:-

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

Conditions applying to this section of the policy only

Failure to keep to any of these conditions may lead the *insurer* to cancel this section, refuse a claim or withdraw from an ongoing claim. The *insurer* also reserves the right to recover *legal costs & expenses* from the *insured* should this occur

1. The *insured's* responsibilities

An *insured* must

- a) observe and keep to the terms of this section
- b) not do anything that hinders *us* or the *appointed advisor*
- c) tell *us* immediately after first becoming aware of any cause, event or circumstances which could give rise to a claim under this section
- d) tell *us* immediately of anything that may materially alter *our* assessment of the claim
- e) cooperate fully with the *appointed advisor* and *us*, give the *appointed advisor* any instructions we require, and keep them updated with progress of the claim
- f) provide *us* with everything we need to help *us* handle the claim
- g) take reasonable steps to recover *legal costs & expenses* that the *insurer* pays and pay to the *insurer* all costs that are recovered should these be paid to them
- h) tell the *appointed advisor* to have the *legal costs & expenses* assessed or audited if we require
- i) minimise any *legal costs & expenses* and try to prevent anything happening that may cause a claim
- j) allow the *insurer* at any time to take over and conduct in the *insured's* name any claim, proceeding or investigation

2. The *appointed advisor*

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

3. Our consent

We must give *our* written consent to the *insured* to incur any *legal costs & expenses* or Compensation Awards. The *insurer* does not accept any liability for *legal costs & expenses* or Compensation Awards incurred without *our* written consent.

4. Settlement

- a) The *insurer* has the right to settle the claim by paying the value of the claim
- b) The *insured* must not negotiate, settle the claim or agree to pay any *legal costs & expenses* incurred without *our* written agreement
- c) If the *insured* refuses to settle the claim following
 - i) a reasonable offer, or
 - ii) advice to do so from the *appointed advisor*

the *insurer* may refuse to pay further *legal costs & expenses*

5. Counsel's Opinion

We may require the *insured* to obtain and pay for an opinion from counsel regarding the merits or value of the claim. If the opinion supports the *insured* then the *insurer* will pay for the opinion.

6. Acts of Parliament & Jurisdiction

All Acts of Parliament referred to within this section 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

7 Arbitration

If there is a dispute between the *insured* and *us* about the handling of a claim or the choice of an *appointed advisor*, the matter will be referred to a suitably qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred. If we fail to agree on a suitable person we will ask the president of the relevant Law Society to nominate

8 Dual Insurance

The *insurer* will not pay for any claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist

9 Fraudulent Claims

If the *insured* makes any claim under this section which is fraudulent or false, this section shall become void and all benefits under this section will be forfeited including the premium.

10 Cancellation

You may cancel this section at any time by giving at least 21 days' written notice to *us*. The *insurer* will refund part of the premium for the unexpired period unless *you* have notified a claim which has been or is subsequently accepted under this section in which case no return of premium shall be allowed.

The *insurer* may cancel this section at any time by giving at least 21 days' written notice to *you*. The *insurer* will refund part of the premium for the unexpired period.

11 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.

12 Contracts (Rights of Third Parties) Act 1999

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

Legal & Tax Advice

In the event of a legal or tax problem we would strongly recommend that *you* initially take advantage of *our* confidential 24 hour legal and tax advice service which we provide to *you* as part of this policy; 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.

You can get advice by telephoning 0844 249 8461. Use of this service does not constitute reporting of a claim.

Medical Information

This service is designed to help people whenever they face a medical or healthcare problem. *Our* nurses are available 24 hours a day, 365 days a year to provide detailed, common sense advice over the telephone. They will not diagnose or prescribe treatment, but they will provide comprehensive information to help cope with the problem. Fact sheets can be sent out where appropriate.

There is no time limit on calls and *you* may call as often as *you* wish. This helpline may be contacted on 0844 249 8461.

Stress Counselling Helpline

In the event of an individual needing confidential help and advice, *our* counsellors are available 24 hours a day, 365 days of the year.

They are available to provide support on any matter that is causing *your* employee upset or anxiety, from gambling to bereavement. Fact sheets can be sent out where appropriate.

Assistance is available by telephoning 0844 477 1619.

Complaints Procedure – applicable to this section of the policy only

We are committed to providing a first class service at all times. If, however, a complaint arises, then this should be addressed in the first instance to: The Managing Director ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN who will arrange to have your case reviewed at the appropriate level.

If the complaint is not resolved to *your* satisfaction, then the matter may be referred to: Customer Relations Officer, Brit Insurance Limited, 55 Bishopsgate, London EC2N 3AS, Telephone: 020 7984 8800

If a complaint remains unresolved, *you* may request that the Financial Ombudsman Service review the case provided that the complaint falls within its jurisdiction. They can be contacted at: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR, Telephone: 0845 080 1800 www.financial-ombudsman.org.uk

The Financial Ombudsman's Service decision is binding upon the *insurer*, but *you* are free to reject it without affecting *your* legal rights.

Claims Procedure

In the event that *you* then need to make a claim, or are considering carrying out a redundancy, *you* should notify *us* as soon as possible. Under no circumstances should *you* instruct *your* own lawyer or accountant as *we* will not pay the costs incurred and it could invalidate *your* cover.

You can report *your* claim by telephoning 0117 917 1698 or on line at www.arag.co.uk/newclaims. Please have *your* policy schedule to hand.

What happens next?

We will issue *you* with a written acknowledgement within one working day of receiving the claim. Within 5 working days of receiving all the information needed to assess the availability of cover under the policy, we will write to *you* either:

- appointing a suitably qualified representative who will promptly progress the claim for *you*; or
- if the claim is not covered, explaining in full why and whether we can assist in another way.

Endorsements applicable to all sections other than section F – legal expenses

(apply only if indicated in the schedule)

Minimum Security Standard Level A MSSA

Damage caused by theft or attempted theft is not insured unless devices for the security of the premises are installed in accordance with the following Specification and all such devices are put into full and effective operation at night and whenever the salesshop premises are closed for business or left unattended:

Specification

- 1 All external doors of the buildings occupied by you together with internal doors which give access to any part of the buildings not occupied by you must be fitted and secured with one of the following:
 - i) a mortice deadlock with matching boxed striking plate or a rim lock, which in either case conforms to BS3621:1980 Specification for Thief Resistant Locks
 - ii) a five (or more) lever close shackle padlock and locking bar
 - iii) in the case of aluminium or UPVC framed doors, an integral cylinder operated swingbolt mortice lock
 - iv) an alternative form of lock or locking system of at least similar quality and strength to BS3621:1980 which is approved by us in writing.
- 2 All outward opening external doors of the buildings occupied by you and internal doors which give access to any part of the buildings not occupied by you must be fitted and secured with hinge bolts.
- 3 All accessible opening windows, fanlights and skylights including those accessible from decks, roofs, fire escapes or downpipes must be fitted and secured with key operated window locks. This requirement does not apply to windows protected by solid steel bars, grilles, expanded metal or weld-mesh.

Notes:

- i) Any door or window officially designated a fire exit by the Fire Authority will require consultation with the Fire Authority so that the interests of both safety and security can be met.
- ii) The above measures comprise our minimum security requirements. Where additional protections are required by us, or where we agree to accept alternative security measures, we will specifically advise you in writing.

Excluding Theft 0001

The following are not insured by this policy:

- a) theft or attempted theft
- b) breakage of glass and other damage caused by theft or attempted theft or any resultant loss of income
- c) loss of money by theft and damage to safes caused by thieves.

**Intruder Alarm
Condition 0002**

Damage caused by theft or attempted theft as insured by event No. 2 of section B is not insured unless:

- a) the Intruder Alarm is installed in accordance with the specification or system record approved by *us* and is put into full and effective operation at night and whenever the saleshop *premises* are closed for business or left unattended

Note:

We will not regard the Intruder Alarm as effective if the specification or system record provides for a telephone line, direct line or central monitoring station warning system and *you* have had notice of the withdrawal of the police, telephone or central monitoring station service and such service has actually been withdrawn

- b) the Intruder Alarm is maintained under contract by a company which is either included in the official list of recognised firms of the National Approval Council for Security Systems (NACOSS) or approved by *us*
- c) all keys of the Intruder Alarm are removed from the saleshop *premises* at night and whenever they are closed for *business* or left unattended.

Note:

Where *you* or one of *your employees* occupy part of the *premises* for residential purposes the keys must be removed from the *business* part of the *premises*.

Conditions and exclusions applying to the whole policy other than section F – legal expenses

General conditions

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

- 1 The policy, insurance agreement, schedule and any endorsements should be read as if they are one document.
- 2 *You* will take all reasonable steps to protect the property, prevent accidents and comply with laws, bye laws or regulations and take reasonable care in the selection and supervision of *employees*.
- 3 *You* must tell *us* of any change of circumstances after the start of the insurance which increases the risk of injury or *damage*. *You* will not be insured under the policy until *we* have agreed in writing to accept the increased risk.
- 4 If *you* or anyone acting for *you* makes a claim under this policy knowing the claim to be false, *we* will not pay the claim and all cover under the policy stops.
- 5 If *you* decide *you* do not want to accept the policy, or any subsequent renewal of it, please tell *us* (or *your* insurance intermediary) within 14 days of receiving the policy or renewal notice. *We* may, at *our* discretion, charge *you* for the time *you* have been on cover, including insurance premium tax.
- 6 *We* have the right to cancel this policy or any section, or part of it, by giving 14 days' notice in writing by registered letter to *your* last known address.
- 7 If *we* admit liability for a claim but there is a dispute as to the amount to be paid, the dispute will be referred to an arbitrator, the arbitrator will be appointed jointly by *you* and *us* in accordance with the law at the time. *You* may not take any legal action against *us* over the dispute before the arbitrator has reached a decision.
- 8 If *you* die *we* will insure *your* legal personal representatives for any liability *you* had previously incurred under the policy provided that they keep to the terms of the policy.
- 9 If the policy is subject to a warranty, any breach of that warranty shall be a bar to any claim. Any breach which occurred before the period of insurance during which the claim occurred will not be regarded as a bar to a claim occurring in that Period of Insurance.
- 10 If *you* pay the premium to *us* using *our* Direct Debit instalment scheme, *we* will have the right (which *we* may choose not to exercise) to renew the policy each year and continue to collect premiums using this method. *We* may vary the terms of the policy (including the premium) at renewal. If *you* decide that *you* do not want *us* to renew the policy, provided *you* tell *us* (or *your* insurance intermediary) before the next renewal date, *we* will not renew it.
- 11 Where *we* refer in the policy to the payment of premiums this shall include payment by monthly instalments. If *you* pay by this method the policy remains an annual contract. The date of payment and the amount of the instalment are governed by the terms of the credit agreement. If an instalment is not received by the due date then, subject to the Consumer Credit Act 1974 (if it applies), the credit agreement and the policy will be cancelled immediately.
- 12 *You* must tell *us* immediately any *building* or part of any *building* becomes unoccupied and pay an additional premium if required. *We* shall have the right to change the terms and conditions of the policy and *you* must action any risk improvement measures that *we* may require.

Claims conditions

- 1 Upon learning of any circumstances likely to give rise to a claim *you* must:
 - tell *us* as soon as reasonably possible and give *us* all the assistance *we* may reasonably require
 - as soon as is reasonably possible, tell the Police if the *damage* is by theft or attempted theft or by riot or civil labour or political disturbances or vandals or malicious people
 - immediately send to *us* any writ or summons issued against *you*
 - supply, at *your* own expense, full details of the claim in writing including any supporting evidence and information that *we* require within the following periods:
 - i) 7 days for *damage* by riot or civil, labour or political disturbances or vandals or malicious people
 - ii) 30 days after the expiry of the *indemnity period* under section B No. 17 – Business Interruption and Book Debts
 - iii) 30 days after any other *damage*, interruption or *bodily injury*
 - take action to minimise the *damage* and to avoid interruption or interference with the *business* and to prevent further injury or *damage*.
- 2 *We* shall have the right to settle a claim by:
 - the payment of *money*
 - reinstatement or replacement of the property lost or damaged
 - repair of the property lost or damaged

If *we* decide upon reinstatement, replacement or repair *we* shall do so in a reasonable manner but not necessarily to its exact previous condition or appearance.
We shall not spend on any one item, more than its sum insured.
- 3 *We* have the right to the salvage of any insured property.
- 4 *You* must not admit, deny, negotiate or settle any claim without *our* written consent.
- 5 If at the time of the claim there is any other policy covering the same property or occurrences insured by this policy *we* will be liable only for *our* proportionate share.
If any other such policy has a provision preventing it from contributing in like manner then *our* share of the claim shall be limited to the proportion that the sum insured bears to the value of the property insured.
- 6 *We* are entitled to:
 - take the benefit of *your* rights against another person before or after *we* have paid a claim
 - take over the defence or settlement of a claim against *you* by another person.
- 7 *We* have the right to enter the *building* where the *damage* has happened and to take and keep any of the property insured and to deal with salvage in a reasonable manner.

General Exclusions – applicable to all insurances other than Employers' Liability

The policy does not cover:

- 1 Any event arising from war, invasion, act of foreign enemy, hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection, military force or coup.
- 2 *DAMAGE* occasioned by or happening through or in consequence directly or indirectly of Terrorism.

In any action, suit or other proceedings where we allege that by reason of this General Exclusion cover is not provided under this Policy the burden of proving that such *DAMAGE* is covered shall be upon *you*.

Definition

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

'Terrorism' shall mean:

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

acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto
- b) in respect of elsewhere than as described in a) above:

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

- 3 *Damage* arising from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 4 Any expense, consequential loss, legal liability or *damage* to any property directly or indirectly arising from:
- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - the radioactive, toxic, explosive or other hazardous or contaminating properties of any *Nuclear Installation, Nuclear Reactor* or other nuclear assembly or nuclear component thereof
 - any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this sub paragraph will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes.

This General Exclusion will not apply to section B No. 18 Employers' Liability except where *you* have undertaken under a contract or agreement either to indemnify another party or to assume the liability of another party in respect of such *bodily injury*.

Meaning of words

For the purposes of this Exclusion, the following special meanings will apply:

Nuclear Installation

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

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

Nuclear Reactor

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

- 5 *Damage* to any electrical plant or appliance caused by its own:
- over-running
 - short-circuiting
 - excessive pressure
 - self-heating.

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

6 The policy does not cover:

- i) loss, destruction or *damage*
- ii) *consequential loss*, additional expenditure or extra expenses
- iii) legal liability
- iv) other fees costs disbursements awards or other expenses

of whatsoever nature

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

- a) the way in which any DATA PROCESSING SYSTEM responds to or deals with or fails to respond to or fails to deal with any true calendar date
- b) any DATA PROCESSING SYSTEM responding to or dealing in any way with:
 - i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
 - ii) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such DATA PROCESSING SYSTEM is the property of the Insured or not and whether operating before or after the year 2000

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

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

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

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

Subject otherwise to the terms, conditions and limitations of the policy.

- 7** *Damage* to any property in Northern Ireland or loss resulting from such *damage* arising from riot or civil commotion and (except in respect of *damages* by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons

- 8** *Damage* to any computer or other equipment or system or item which processes stores transmits retrieves or receives data whether tangible or intangible (including but without limitation any information or programs or software) and whether the property is insured or not where such *damage* is caused by *virus* or *similar mechanism* or *hacking* or *denial of service attack*.

consequential loss directly or indirectly caused by or arising from *virus* or *similar mechanism* or *hacking* or *denial of service attack*.

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

Meaning of words

For the purposes of this Exclusion, the following special meanings will apply:

Virus or Similar Mechanism

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

Hacking

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

Denial of Service Attack

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

Our complaints procedure

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

Who to contact in the first instance

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

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

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

The majority of complaints *we* receive are resolved within 4 weeks of receipt.

Next steps if you are not happy with the response provided

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

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

The Financial Ombudsman Service (FOS)

If *we* are unable to resolve *your* complaint to *your* satisfaction within 8 weeks or if *you* remain dissatisfied following receipt of *our* final response letter *you* can ask the FOS to formally review *your* case. *You* must contact the FOS within 6 months of *our* final response.

The FOS contact details are as follows:

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

You can telephone for free on:

08000 234 567 for people phoning from a "fixed line" (for example, a landline at home)

0300 123 9 123 for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

Or e-mail: complaint.info@financial-ombudsman.org.uk

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

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

- a consumer
- a business employing fewer than 10 persons that has an annual turnover or balance sheet that does not exceed €2 million
- a charity with an annual income of less than £1 million
- a trustee of a trust with a net asset value of less than £1 million.

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

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

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). *You* may be entitled to compensation should *we* be unable to meet *our* obligations. Further information is available on www.fscs.org.uk or *you* may contact the FSCS on 0800 678 1100.

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



Zurich Insurance plc

A public limited company incorporated in Ireland. Registration No. 13460.
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UK Branch registered in England and Wales Registration No. BR7985.
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Authorised by the Irish Financial Regulator and subject to limited regulation by the Financial Services Authority. Details about the extent of our regulation by the Financial Services Authority are available from us on request. FSA registration number 203093. These details can be checked on the FSA's register by visiting their website www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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